



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

### BOARD OF DIRECTORS REGULAR MEETING

Thursday, October 23, 2014

6:00 P.M.

#### Regional Fire Operations and Training Center

#### Board Room

1 Fire Authority Road

Irvine, CA 92602

This Agenda contains a brief general description of each item to be considered, except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Board of Directors after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>

If you wish to speak before the Fire Authority Board, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Board. Speaker Forms are available at the counters of both entryways of the Board Room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

### CALL TO ORDER

**INVOCATION** by OCFA Chaplain Bob George

**PLEDGE OF ALLEGIANCE** by Director Lalloway

### ROLL CALL

### PRESENTATIONS

**1. Requests for Commendations and Proclamations**  
Submitted by: Sherry Wentz, Clerk of the Authority

A. Length of Service Recognitions

Recommended Action:

Approve requests as submitted and make presentations to those present.

## **PUBLIC COMMENTS**

Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Board on items within the Board's subject matter jurisdiction but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Board as a whole, and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at [www.ocfa.org](http://www.ocfa.org). You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Board of Directors meeting.

## **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR**

## **REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR**

## **REPORT FROM THE FIRE CHIEF**

## **MINUTES**

- 2. Minutes from September 25, 2014, Regular and Special Board of Directors Meetings**  
Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

## **CONSENT CALENDAR**

- 3. 2014 Long Term Liability Study**  
Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Actions:

1. Receive and file the report.
2. Direct staff to continue the Expedited Pension Unfunded Actuarial Accrued Liability (UAAL) Payment Plan to achieve long-term savings in pension costs.
3. Direct staff to evaluate potential cost saving options for OCFA healthcare plans offered to retirees in an effort to lower Retiree Medical costs.
4. Direct staff to continue seeking cost saving options related to Workers' Compensation, including the recently implemented Alternative Dispute Resolution Program.

**4. Adoption of Revised Conflict of Interest Code**

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Adopt the proposed Resolution revising the OCFA Conflict of Interest Code, and direct the Clerk of the Authority to submit the resolution to the Orange County Board of Supervisors, as the Code reviewing body, for approval.

**5. Agreement to Transfer Property or Funds for 2013 Homeland Security Grant Program Purposes**

Submitted by: Dave Thomas, Assistant Chief/Operations Department

Recommended Actions:

1. Adopt the proposed Resolution authorizing the Fire Chief, or his designee, to execute the Agreement to Transfer Property or Funds for 2013 Homeland Security Grant Program Purposes.
2. Increase revenue and appropriations in the FY 2014/15 General Fund by \$160,000 for the Fire Captain position at the Orange County Intelligence Assessment Center.

**6. Reserve Firefighter Program Status Update**

Submitted by: Dave Thomas, Assistant Chief/Operations Department

Recommended Actions:

Receive and file the report.

**CLOSED SESSION****CS1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Authority: Significant Exposure to Litigation pursuant to Government Code Section 54956.9(b) (1 case)

**CS2. CONFERENCE WITH LABOR NEGOTIATOR**

Chief Negotiator: Peter Brown, Liebert Cassidy Whitmore

Employee Organizations: Orange County Professional Firefighters' Association,  
Local 3631, Orange County Fire Authority Chief  
Officers' Association, and Orange County Employees'  
Association

Authority: Government Code Section 54957.6

**CS3. CONFERENCE WITH LABOR NEGOTIATOR**

Negotiators: General Counsel David Kendig, Legal Counsel Barbara Raileanu,  
Fire Chief Jeff Bowman, Deputy Chief Craig Kinoshita

Unrepresented Employees: Human Resources Director and Director of Communications  
Authority: Government Code Section 54957.6

**CLOSED SESSION REPORT**

## **DISCUSSION CALENDAR**

**7. Board Chair Goals and Initiatives**

Submitted by: Al Murray, Board Chair

Recommended Action:

Receive the oral presentation by Board Chair on his goals and initiatives for his term.

**8. Approval of 2014-2015 Memorandum of Understanding – Firefighter Unit**

Submitted by: Jeremy Hammond, Human Resources Director

Recommended Action:

Approve the proposed Firefighter Unit MOU between the Orange County Fire Authority and the Orange County Professional Firefighters' Association, Local 3631, for a term of November 1, 2014, to October 31, 2015.

## **PUBLIC HEARING(S)**

No items.

## **BOARD MEMBER COMMENTS**

**ADJOURNMENT** - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for November 20, 2014, at 6:00 p.m.

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 16<sup>th</sup> day of October 2014.

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Sherry A.F. Wentz, CMC  
Clerk of the Authority

**UPCOMING MEETINGS:**

Human Resources Committee Meeting	Tuesday, November 4, 2014, 12:00 noon
Budget and Finance Committee Meeting	Wednesday, November 5*, 2014, 12:00 noon
Special Board of Directors Meeting	Thursday, November 13, 2014, 6:00 p.m.
Claims Settlement Committee Meeting	Thursday, November 20, 2014, 5:30 p.m.
Executive Committee Meeting	Thursday, November 20**, 2014, 6:00 p.m.
Board of Directors Meeting	Thursday, November 20, 2014, 6:00 p.m.
Board of Directors Meeting	Thursday, December 4, 2014, 6:00 p.m.

\*=This meeting to be move forward by a week, due to the upcoming holiday.

\*\*=Due to upcoming holiday, this meeting's agenda business will be included on the Board of Director's Agenda.



# ORANGE COUNTY FIRE AUTHORITY

## SUPPLEMENTAL AGENDA

### BOARD OF DIRECTORS REGULAR MEETING

Thursday, October 23, 2014

6:30 P.M.

#### Regional Fire Operations and Training Center

##### Board Room

1 Fire Authority Road

Irvine, CA 92602

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The following item is added to the above stated agenda in the location noted below. This item is posted in conformance with the Brown Act and is to be considered as part of the regular agenda.

### CLOSED SESSION

- CS4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
Authority: Significant Exposure to Litigation pursuant to Government Code Section 54956.9(b) (1 case)

**DISCUSSION CALENDAR****9. County 911 Emergency Ambulance Contracts - RFP Evaluations**

Submitted by: Lori Zeller, Assistant Chief/Business Services Department

Recommended Action:

Provide direction to staff, considering the following options:

- Option One. Direct OCFA staff to perform a complete analysis of the County's RFP evaluations for the five regional EOAs and weigh in on the recommendations made for the proposed contract awards in each region. Authorize staff to issue a \$25,000 purchase order to consultant Darlene Gidley in order to augment staffs' capacity to perform the review in the required time frame.
- Option Two. Direct OCFA staff to prepare a list of questions that County staff and/or the Board of Supervisors may consider as they review the recommendations before them for proposed contract awards in each region.
- Option Three. Recommend that the County engage a third party consultant (not OCFA staff) to perform a complete analysis of the County's RFP evaluation process for the five regional EOAs.
- Option Four. Take no action. Allow the County procurement process to hear the protest and render a decision.

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Supplemental Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 20<sup>th</sup> day of October 2014.

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Sherry A.F. Wentz, CMC  
Clerk of the Authority

**PRESENTATIONS - AGENDA ITEM NO. 1A**  
**BOARD OF DIRECTORS MEETING**  
**October 23, 2014**

TO: Board of Directors, Orange County Fire Authority

FROM: Craig Kinoshita  
Deputy Fire Chief

SUBJECT: **Length of Service Recognitions**

Summary:

This is an opportunity to highlight our tenured employees and allow the Board an opportunity to meet and recognize them for their service to the Orange County Fire Authority.

Recommended Action:

Recognize Length of Service recipients in attendance.

Background:

All employees including professional and suppression staff members that achieve five year milestone steps beginning with 30 years of service will be regularly invited for length of service recognition at regular meetings of the Board of Directors following the closest anniversary date.

The following OCFA employees have reached milestone service anniversaries and have been invited to attend tonight's Board meeting for recognition for 35 years of service: Firefighter Fernando Castro, Fire Captain Edward Harrod, Fire Apparatus Engineer Steven Haupu, **Firefighter Gordon Levine, Fire Captain Timothy McGowen, and Assistant Chief Brian Stephens**, and 30 years of service: **Fire Apparatus Engineer Daniel Goodwin, Fire Captain Arthur Lopez-Hidalgo, Fire Captain Steve Snyder, Fire Captain Kenneth Tarbutton, Fire Captain Mark McDermott, Firefighter James Melton, and Fire Apparatus Engineer Antonio Suarez.**

Names bolded above identify the OCFA employees who have confirmed their attendance at the time of the preparation of the agenda report, and will be presented with new badges that recognize their service years with the OCFA.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Elizabeth Deacon, Office Service Specialist  
Community Risk Reduction Department  
[elizabethdeacon@ocfa.org](mailto:elizabethdeacon@ocfa.org)  
(949) 347-2240

Attachments:

None.

# MINUTES ORANGE COUNTY FIRE AUTHORITY

**Board of Directors Regular and Special Meeting  
Thursday, September 25, 2014  
6:00 P.M.**

**Regional Fire Operations and Training Center Board Room  
1 Fire Authority Road  
Irvine, CA 92602-0125**

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## **CALL TO ORDER**

A regular and special meeting of the Orange County Fire Authority Board of Directors was called to order on September 25, 2014, at 6:20 p.m. by Chair Murray.

## **INVOCATION**

Chaplain Krikac offered the invocation.

## **PLEDGE OF ALLEGIANCE**

Director Spitzer led the assembly in the Pledge of Allegiance to our Flag.

## **ROLL CALL**

<b>Present:</b> Joseph Aguirre, Placentia	Sam Allevato, San Juan Capistrano
Patricia Bates, County of Orange	Randal Bressette, Laguna Hills
Carol Gamble, Rancho Santa Margarita	Gerard Goedhart, La Palma
Noel Hatch, Laguna Woods	Gene Hernandez, Yorba Linda
Robert Johnson, Cypress	Trish Kelley, Mission Viejo
Warren Kusumoto, Los Alamitos	Jeffrey Lalloway, Irvine
Kathryn McCullough, Lake Forest	Al Murray, Tustin
Roman Reyna, Santa Ana	David Shawver, Stanton
David Sloan, Seal Beach	Todd Spitzer, County of Orange
Elizabeth Swift, Buena Park	Tri Ta, Westminster
Phillip Tsunoda, Aliso Viejo	Steven Weinberg, Dana Point

<b>Absent:</b> Bob Baker, San Clemente	Rick Barnett, Villa Park
Jerry McCloskey, Laguna Niguel	

## **Also present were:**

Fire Chief Jeff Bowman	Deputy Chief Craig Kinoshita
Assistant Chief Brian Stephens	Assistant Chief Dave Thomas
Assistant Chief Lori Zeller	Communications Director Sandy Cooney
Clerk of the Authority Sherry Wentz	General Counsel Dave Kendig

## PRESENTATIONS

### 1. **Requests for Commendations and Proclamations (X: 11.09B)**

These items were previously approved at the August 28, 2014, meeting. The recipients were presented with their recognitions at this meeting, due to scheduling conflicts.

- A. Presentation of Certificate of Achievement to the Business Services Department – Finance Division, Orange County Fire Authority for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada (GFOA) for its Comprehensive Annual Financial Report (CAFR). (F: 17.10F)
- B. Presentation of National Procurement Institute’s Annual Achievement of Excellence in Procurement Award for 2014. (F: 17.10I)

Chair Murray and Fire Chief Bowman recognized Finance Manager/Auditor Jim Ruane and Senior Accountant Tammie Pickens of the Business Services Department Finance Division for receiving a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States and Canada (GFOA) for OCFA’s Comprehensive Annual Financial Report (CAFR).

Chair Murray and Fire Chief Bowman recognized Purchasing and Materials Manager Debbie Casper, Assistant Purchasing Agent James Aguila, Supervising Purchasing Agent Monica Dorfmeier, Buyer Roth Ong, and Management Assistant Marilee Freville for receiving the National Procurement Institute’s Annual Achievement of Excellence in Procurement Award for 2014.

### 2. **Presentations (X: 11.09)**

- A. **Public Safety Systems Update**  
Assistant Chief/Support Services Brian Stephens provided an oral presentation to update the Board on the recent go-live launch of the new Computer Aided Dispatch (CAD) System. (F: 19.08A3)
- B. **California Fire Museum**  
California Fire Museum Vice President Don Croucher made an oral presentation to introduce and educate the Board on the organization and its mission. He provided written materials, which are on file in the office of the Clerk. (F: 23.07)
- C. **Silverado Wildland Fire Incident Overview**  
Assistant Chief/Operations Dave Thomas provided an oral report on OCFA’s support associated with the recent wildland fire in the Silverado Canyon area. (F: 18.08A)

## **PUBLIC COMMENTS (X: 11.11)**

Stephen Wontrobski, Mission Viejo resident, provided his proposal to establish an OCFA Citizen Review Commission to act as a taxpayer oversight body. He provided written materials, which are on file in the office of the Clerk. (F: 12.01)

## **REPORT FROM THE BUDGET AND FINANCE COMMITTEE CHAIR (F: 11.12)**

Budget and Finance Committee Chair Bressette reported at the September 10, 2014, meeting, the Committee received its monthly status update on the Orange County Employees' Retirement System, voted unanimously to send the Monthly Investment Report and the 4th Quarter Financial Newsletter to the Executive Committee for its approval, and voted unanimously to send the Rebudget of FY 2013/14 Uncompleted Projects to the Board of Directors for its approval.

## **REPORT FROM THE HUMAN RESOURCES COMMITTEE CHAIR (F: 11.12)**

Human Resources Committee Chair Shawver reported at the September 2, 2014, meeting, the Committee received and filed the Fourth Quarter Workers' Compensation Update, discussed and voted unanimously to send the consideration of the Claim Settlement Committee Membership, which requests the Board include the addition of a representative from the Human Resources Committee to participate on the Claims Settlement Committee, to the Board of Directors with the recommendation that the Board approve the item. The Committee also designated the first Tuesday of each month at 12 noon as its regular meeting date/time, noting that staff will prepare a staff report for the Board's consideration to amend the Board Rules of Procedure to include this designation.

## **REORDERING OF AGENDA**

At the request of the Fire Chief and by the Chair's discretion, the Chief's Report and 120-day Action Plan were moved forward on the agenda.

### **13. Chief's Report (F: 11.14)**

Fire Chief Jeff Bowman deferred his comments in order to move on to the presentation of the 120-day Action Plan, and suggested the Chief's Report be moved to this location on a permanent-basis.

### **11. 120-Day Action Plan (F: 17.10A)**

Fire Chief Jeff Bowman and Director of Communications Sandy Cooney presented a PowerPoint presentation on the proposed 120-day Plan.

Stephen Wontrobski, Mission Viejo resident, related his support and full concurrence on the proposed plan.

Discussion ensued regarding a variety of topics including preliminary progress reports on the plan, importance of improved communications, difficult Board interactions and stress, micro-management versus policy-making roles, condensing staff reports, promotional lists and fundamental fairness in processes, outcome of equity lawsuit, and re-energizing employees and the Board.

On motion of Director Bressette and second by Director Lalloway, the Board voted to receive and file the report.

Director Tsunoda was absent for the vote.

**MINUTES**

**3. Minutes from August 28, 2014, Regular Board of Directors Meeting (F: 11.06)**

On motion of Director Johnson and second by Director Swift, the Board voted to approve the Minutes from the August 28, 2014, regular Board of Directors meeting. Directors Bates, Bressette, Hernandez, and Reyna abstained, due to their absence from the meeting.

Director Tsunoda was absent for the vote.

**CONSENT CALENDAR (Agenda Item Nos. 5 and 10 were pulled for separate consideration.)**

**4. Rebudget of FY 2013/14 Uncompleted Projects (F: 15.14)**

On motion of Vice Chair Hernandez and second by Director Lalloway, the Board voted to authorize the following budget adjustments:

<b>Fund</b>	<b>Increase Revenue</b>	<b>Increase Appropriations</b>	<b>Appropriate Fund Balance</b>
121	\$567,420	\$690,809	\$123,389
12270	872,780	861,300	
123	4,056,050	5,749,437	1,693,387
124		6,753,008	6,753,008
133	643,106	5,807,347	5,164,241
171		216,213	216,213

Director Tsunoda was absent for the vote.

**5. Amendments to Board Rules of Procedure Regarding the Human Resources Committee and the Claims Settlement Committee (F: 11.03)(X: 12.02D & 12.02D1)**

Clerk of the Authority Sherry Wentz requested this item to be pulled from the Consent Calendar to amend the recommended action to include the Fire Chief’s request to

permanently re-order the agenda by moving the Fire Chief's Report to immediately follow the Committee Reports.

On motion of Chair Murray and second by Director Swift, the Board voted to adopt the proposed Resolution, as amended, to add the Chair of the Human Resources Committee to the membership of the Claims Settlement Committee, identify the regular meeting date and time of the Human Resources Committee, and to re-order the agenda to move-up the Fire Chief's Report to immediately follow the Committee Reports.

Director Tsunoda was absent for the vote.

**6. Ratify Appointment to Executive Committee (F: 12.0A1)**

On motion of Vice Chair Hernandez and second by Director Lalloway, the Board voted to ratify the appointment of Trish Kelley to the Executive Committee as a Structural Fire Fund Alternate.

Director Tsunoda was absent for the vote.

**7. Secured Fire Protection Agreement with 360 Irvine, LLC, a California Corporation, Related to the 360 Fusion Apartments Development, Tract 17614, in the City of Irvine (F: 18.14)**

On motion of Vice Chair Hernandez and second by Director Lalloway, the Board voted to:

1. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with 360 Irvine, LLC, related to the 360 Fusion Apartments Development, Tract 17614, in the City of Irvine.
2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange and furnish to 360 Irvine, LLC, a copy of the conformed document within fifteen days of recordation.

Director Tsunoda was absent for the vote.

**8. Secured Fire Protection Agreement with Taylor Morrison of California, LLC, Related to the Camden Square Development, Tract 17439, in the City of Lake Forest (F: 18.14)**

On motion of Vice Chair Hernandez and second by Director Lalloway, the Board voted to:

1. Approve and authorize the Fire Chief or his designee to execute a Secured Fire Protection Agreement with Taylor Morrison of California, LLC, related to the Camden Square Development, Tract 17439, in the City of Lake Forest.

2. Direct the Clerk of the Authority to record the Secured Fire Protection Agreement in the Official Records of the County of Orange and furnish to Taylor Morrison of California, LLC, a copy of the conformed document within fifteen days of recordation.

Director Tsunoda was absent for the vote.

**9. Award of Contract and Approval of Plans and Specifications for Renovation of Santa Ana Fire Stations (F: 16.02G1)**

On motion of Vice Chair Hernandez and second by Director Lalloway, the Board voted to:

1. Approve the plans and specifications for the facilities upgrade for OCFA Santa Ana Fire Stations 72, 73, 74, 75, 76, and 78.
2. Accept the Plyco Corp. bid of August 27, 2014.
3. Approve and award the public works contract to Plyco Corp. in the amount of \$714,630.
4. Authorize a contingency fund of \$145,188 from the Community Development Block Grant (CDBG) of \$859,818 allocated for the fire station upgrades.
5. Approve and authorize the Purchasing Manager to amend the proposed Contractor Services Agreement with Plyco Corp., and if sufficient funds are available after completion of Fire Stations 72, 74, 75, and 76, to add back the project scopes for Fire Station 73, and/or Fire Station 78.

Director Tsunoda was absent for the vote.

**10. Resolution Reaffirming Approval of the Second Amendment to the Amended Joint Powers Authority Agreement (F: 10.02)**

This item was pulled by Stephen Wontrobski, Mission Viejo resident, to voice his continued opposition to the amendment.

On motion of Director Lalloway and second by Director Weinberg, the Board voted to:

1. Approve the form of the proposed Resolution making findings related to approval of the Second Amendment to the Amended Orange County Fire Authority Joint Powers Agreement.
2. Direct staff to submit the final Resolution to the OCFA's member agencies for consideration by each member agency's governing body.

Directors Bates and Spitzer abstained. Director Tsunoda was absent for the vote.

**CLOSED SESSION (F: 11.15)**

General Counsel David Kendig reported the Board would be convening to Closed Session to consider the matters on the Agenda identified as CS1 and CS2, Conference with Labor Negotiator, and CS3 Public Employee Appointment/Employment, and Special meeting Agenda item CS1 Conference with Legal Counsel-Existing Litigation.

Director Tsunoda arrived during Closed Session. (8:45 p.m.)

**CS1. CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representative: Peter Brown, Liebert Cassidy Whitmore  
Employee Organizations: Orange County Professional Firefighters' Association,  
Local 3631 and Orange County Employees Association  
Authority: Government Code Section 54957.6

**CS2. CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representatives: Board Chair Al Murray, Board Vice Chair  
Gene Hernandez, Budget, and Finance Committee Chair Randy Bressette  
Unrepresented Employee: Interim Fire Chief  
Authority: Government Code Section 54957.6

**CS3. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

Title: Fire Chief  
Authority: Government Code Section 54957(b)

**SPECIAL MEETING - CLOSED SESSION (F: 11.15)**

(This was the sole item agenized by a special meeting notice.)

**CS1. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Name of Case: Orange County Fire Authority V. California Department of  
Industrial Relations, e.t. al.  
Case No.: OC Superior Court Case No. 30-2013-00628178  
Authority: Government Code Section 54956.9(a)

Chair Murray reconvened the meeting at 10:35 p.m., with Directors Bates, Sloan, Spitzer, and Weinberg absent.

**CLOSED SESSION REPORT (F: 11.15)**

General Counsel David Kendig indicated the Board took no reportable action during Closed Session.

## **DISCUSSION CALENDAR**

### **12. Interim Fire Chief Contract Amendment**

The Clerk of the Authority distributed and made available the proposed contract amendment. General Counsel David Kendig noted that the contract before the Board is a Revised Limited Term Employment Agreement between the OCFA and Jeffrey Bowman.

On motion of Director Lalloway and second by Director Bressette, the Board voted to approve the Revised Limited Term Employment Agreement.

Directors Bates, Sloan, Spitzer, and Weinberg were absent for the vote.

## **PUBLIC HEARING(S)**

No items.

## **BOARD MEMBER COMMENTS**

Director Allevato inquired if the Board has ever considered scheduling Closed Session from 5:00–7:00 p.m. and then begin the Public Session at 7:00 p.m., as to be considerate of the members of the public in attendance who are waiting for the Board to reconvene from sometimes very lengthy Closed Sessions.

Chair Murray noted that this may be a subject for further Board consideration.

Director Kelley thanked Division Chief Kirk Wells for his participation in Mission Viejo's Patriot's Day Event. She thanked Fire Chief Jeff Bowman and Communications Director Sandy Cooney for the value they've brought to the OCFA in just a short amount of time.

Chair Murray echoed Director Kelley's comments regarding the Fire Chief and Communications Director. He thanked the firefighters for their service on the recent Silverado Canyon area fire. He wished the Jewish community a very happy Rosh Hashanah, and reminded everyone to attend the upcoming OCFA Open House events on October 11.

Vice Chair Hernandez thanked the Fire Chief for his attendance at Yorba Linda's State of the City Event.

Director McCullough thanked the OCFA for all of its work in containing the Silverado Canyon area fire, and also announced the upcoming Veteran's Stand Down Event in Tustin.

Director Hatch noted Division Chief Bryan Brice's recent assignment to a wildfire in Weed, California, its devastation to that community, and that he was looking forward a presentation on the Weed wildfire at the next Laguna Wood's Council meeting.

Minutes

OCFA Board of Directors Regular and Special Meetings

September 25, 2014 Page - 8

Director Shawver reported on the recent Orange County Employee's Retirement System meeting.

**ADJOURNMENT** - Chair Murray adjourned the meeting at 10:43 p.m. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for October 23, 2014, at 6:00 p.m.

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Sherry A.F. Wentz, CMC  
Clerk of the Authority

**CONSENT CALENDAR – AGENDA ITEM NO. 3**  
**BOARD OF DIRECTORS MEETING**  
**October 23, 2014**

TO: Board of Directors, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief  
Business Services Department

SUBJECT: **2014 Long Term Liability Study**

Summary:

This agenda item is submitted to provide information on the Orange County Fire Authority's (OCFA) total long term liabilities and strategies for mitigating and/or funding the liabilities.

Committee Action:

At its October 8, 2014, meeting, the Budget and Finance Committee reviewed and unanimously recommended approval of this item.

Recommended Actions:

1. Receive and file the report.
2. Direct staff to continue the Expedited Pension Unfunded Actuarial Accrued Liability (UAAL) Payment Plan to achieve long-term savings in pension costs.
3. Direct staff to evaluate potential cost saving options for OCFA healthcare plans offered to retirees in an effort to lower Retiree Medical costs.
4. Direct staff to continue seeking cost saving options related to Workers' Compensation, including the recently implemented Alternative Dispute Resolution Program.

Background:

In order to determine an agency's financial stability, one must look at all of its long term obligations or liabilities, not just pensions. The attached Liability Study (Attachment) examines all of OCFA's long-term liabilities including:

1. Defined Benefit Pension Plan
2. Defined Benefit Retiree Medical Plan
3. Lease Purchase Agreements (helicopters)
4. Workers Compensation Claims
5. Accrued Compensated Absences (accumulated sick and vacation payouts)

The OCFA has already taken steps to reduce some of its long-term liabilities and accelerate funding of other liabilities. Staff is committed to continue seeking additional ways to mitigate liability impacts, fund the accrued liabilities, and ensure the long term viability of the organization. In pursuing these actions, staff also seeks to assist OCFA's member agencies through financial efficiencies that will positively impact our cost of service.

Impact to Cities/County:

Strategic planning to reduce liabilities where possible, and provide early funding for those liabilities which cannot be reduced, will assist OCFA in sustaining frontline emergency services for our member agencies and the citizens we serve.

Fiscal Impact:

The Expedited Pension UAAL Payment Plan is already included in the Adopted Budget for FY 2014/15 and the five-year financial forecast. Continuous pursuit of the recommended actions stated above will lower OCFA's salary and benefit costs over the long term, ultimately reducing OCFA's expenditure budget and positively impacting our annual charges to cash contract cities.

Staff Contacts for Further Information:

Lori Zeller, Assistant Chief/Business Services Department

[LoriZeller@ocfa.org](mailto:LoriZeller@ocfa.org)

(714) 573-6020

Tricia Jakubiak, Treasurer

[TriciaJakubiak@ocfa.org](mailto:TriciaJakubiak@ocfa.org)

(714) 573-6301

Attachment:

2014 Long Term Liability Study

ORANGE COUNTY FIRE AUTHORITY



# 2014 LIABILITY STUDY

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THE OCFA'S LONG TERM LIABILITES

OCTOBER 2014

# THE OCFA'S LONG TERM LIABILITY STUDY

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## I. OBJECTIVE

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One of the key components of fiscal responsibility is prudent management of long-term liabilities. The objective of this annual study is to provide an accurate assessment of the OCFA's *total* long-term obligations and continuously identify strategies to reduce and/or fund the liabilities.

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## II. BACKGROUND

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OCFA's long term liabilities include:

1. Defined Benefit Pension Plan
2. Defined Benefit Retiree Medical Plan
3. Lease Purchase Agreements (helicopters)
4. Workers Compensation Claims
5. Accrued Compensated Absences (accumulated sick and vacation payouts)

OCFA's biggest long-term challenges are pensions, retiree medical for retired employees, and workers' compensation claims. These costs can increase over time due to population aging and increases in healthcare costs. Both the Defined Benefit Pension Plan and the Defined Benefit Retiree Medical Plan currently have unfunded liability balances.

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### DEFINED BENEFIT PENSION PLAN

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In a *defined benefit plan*, employees are promised *specific benefits* upon retirement. For example, a pension plan may promise employees that they will receive an annual retirement income determined in accordance with an agreed-upon formula (e.g., predetermined percentage of annual earnings x number of years of service).

The OCFA participates in the Orange County Employees' Retirement System (OCERS), a cost sharing multiple-employer, defined benefit pension plan. All OCFA regular, full-time and part-time employees become members of OCERS upon employment, and the OCFA makes periodic contributions to OCERS as part of the funding process. The contributions submitted to OCERS are divided into employer and employee contributions. The combination of these contributions and investment income from OCERS' investments are structured to fund the employees' retirement benefits by the time the employees retire.

The OCFA contributes to two employee categories identified as Safety members and General members.

#### **Safety Members' Retirement**

In October 2002, Safety members received the enhanced benefit formula of 3% @ 50. Initially, Safety members contributed 2% in 2002 and 4% starting in 2003. After October 2004, the contribution ended. Based on 2010 negotiations, Firefighter Safety employees hired prior to January 1, 2011, started a phased-in contribution in October 2010 of 2.5%, going up to 5% in 2011, 7.0% in 2012 and 9.0% in 2013. Chief Officer Safety members have a slightly different phase-in: 2.75% in 2011, 5.5% in 2012, 8.25% in 2013 and 9.0% in 2014. Employees hired after January 1, 2011, contribute 9.0% upon commencement of

employment. Employees hired after July 1, 2012, contribute 9% upon commencement of employment and will be included in a lower tier plan with a benefit formula of 3% @ 55 if they have reciprocity. Without reciprocity, new employees hired after January 1, 2013 will be included in the new tier plan required under the Public Employee Pension Reform Act (PEPRA), with a 2.7% @ 55 benefit formula contributing 9% of compensation earnable through June 30, 2014; thereafter, new employees' contributions changed to 50% of normal costs.

Effective January 1, 2018, employees hired prior to implementation of PEPRA will be required to begin contributing increased amounts for their employee share, until they reach the 50% of normal cost threshold. Under PEPRA, the annual increases for current Safety members cannot exceed 33% of their prior contribution rate (i.e., a firefighter contributing 9% prior to 2018 could not be required to contribute more than 11.97% in 2018 [9% \* 1.33% = 11.97%]).

### **General Members' Retirement**

In July 2004, an enhanced retirement benefit of 2.7% @ 55 went into effect for General members, with employees contributing 6.0% since inception. Effective January 2011, members of the Orange County Employees' Association (OCEA) agreed to phased-in increases to their contribution rate to 7.25% in January 2011, 8.50% in July 2011 and 9.0% in February 2012. Employees hired after July 1, 2011, contribute 9.0% upon commencement of employment, and will be included in a lower tier plan with a benefit formula of 2% @ 55 if they have reciprocity. Without reciprocity, new employees hired after January 1, 2013 will be included in the new tier plan required under PEPRA, with a 2.5% @ 67 benefit formula contributing 9% of compensation earnable through December 18, 2014; thereafter, new employees' contributions will change to 50% of normal costs.

Effective January 1, 2018, employees hired prior to implementation of PEPRA will be required to begin contributing increased amounts for their employee share, until they reach the 50% of normal cost threshold. Under PEPRA, the annual increases for current General members cannot exceed 14% of their prior contribution rate (i.e., an employee contributing 9% prior to 2018 could not be required to contribute more than 10.26% in 2018 [9% \* 1.14% = 10.26%]).

### **OCFA Retirement Costs, Liabilities and Funding**

OCFA's retirement costs represent approximately \$69.5 million or 21% of the Authority's FY 2014/15 General Fund budget. Each year, the Authority receives its retirement rates from OCERS. The total retirement rate has two components: the Normal Cost Component plus the current year's cost for the Unfunded Actuarial Accrued Liability (UAAL). The Normal Cost Component is the cost to pay for the current year's value of retirement benefits as earned. The UAAL Component is the accrued liability for past services which were not funded by prior contributions and investments.

The UAAL is determined by the actuary and is the difference between the present value of accrued liabilities and the value of assets as of a specific date. This amount changes over time as a result of changes in accrued benefits, pay levels, rates of return on investments, changes in actuarial assumptions, and changes in the demographics of the employee base. As of December 31, 2013, OCERS is 65.99% funded with a UAAL of \$5.4 billion. OCFA's portion of the UAAL is approximately 8.0%. In 2013, the OCERS' Board approved combining all previous UAAL layers into a single layer and a new layer for 2013 was formed. Both layers and the current equivalent single amortization period for OCFA's UAAL as calculated in the December 31, 2013 valuation are 20 years for both General and Safety.

Based on the December 31, 2013 valuation by OCERS, the Authority's total UAAL was \$449.8 million with \$379.7 million or 84.4% attributed to Safety members and \$70.1 million or 15.6% attributed to General members. The Safety member plans are currently 69.95% funded, and the General member plans

are 59.89% funded. The OCFA reduces its UAAL over time as part of the annual required pension contribution to OCERS as shown below:

**General (2.7% @ 55, 2.0% @ 55, and 2.5% @ 67 CalPEPRA combined)**

<u>Employer Rate</u>	<u>2013 Valuation</u>	<u>2012 Valuation</u>
Normal Cost	13.73%	13.51%
<u>UAAL</u>	<u>23.34%</u>	<u>24.76%</u>
Total	37.07%*	38.27%
Rate after 2-year phase-in		36.35%

**Safety (3.0% at 50, 3% @ 55 combined and 2.7% @ 57 CalPEPRA combined)**

<u>Employer Rate</u>	<u>2013 Valuation</u>	<u>2012 Valuation</u>
Normal Cost	25.70%	25.98%
<u>UAAL</u>	<u>24.14%</u>	<u>26.84%</u>
Total	49.84%*	52.82%
Rate after 2-year phase-in		49.66%

\*Note: Totals do not include the *Employee Rates*, which vary from employee to employee based on age of entry. *Employee Rates* range from 7.59% - 16.32% for General members and 9.70% - 21.71% for Safety members.

For fiscal perspective, each 1% increment in retirement contributions for General members equates to an annual budgetary cost of \$214,903. Each 1% increment for Safety members equates to an annual cost of \$1,109,543.

## OCFA'S PENSION UAAL

### UAAL - UNFUNDED ACTUARIAL ACCRUED LIABILITY

*The Pension Liability decreased as a result of OCERS exceeding the assumed rate of return and salary savings.*



Two events have the greatest impact on plan funding: (1) plan changes, namely benefit formula changes and (2) differing actual experience requiring a modification in assumptions to reflect reality such as life expectancy. Other assumptions that impact the funding and UAAL include:

1. The assumed rate of return
2. The rate of increase in salaries
3. Member mortality
4. The age at which members choose to retire
5. How many members become disabled
6. How many members terminate their service earlier than anticipated

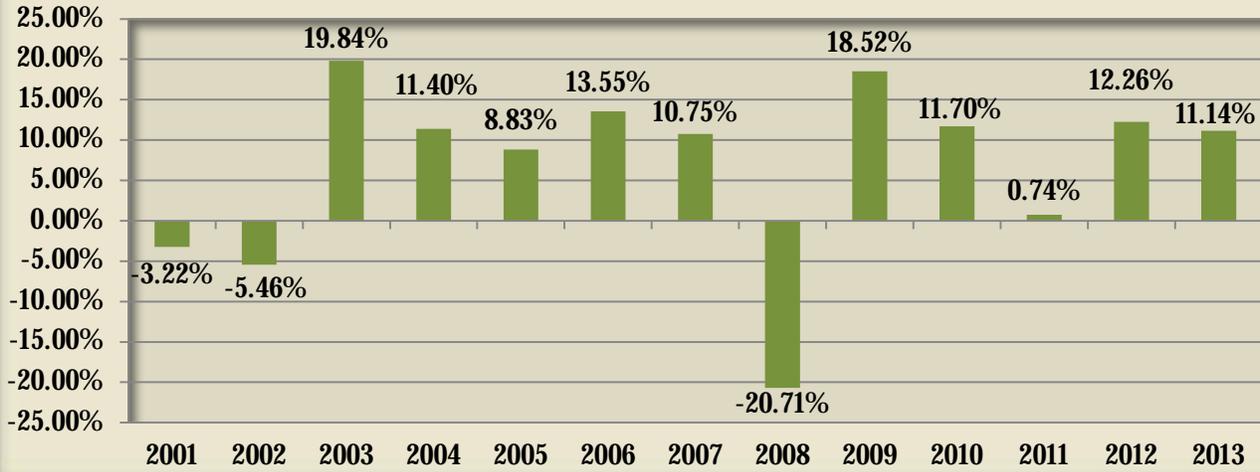
The assumed rate of return, also known as the discount rate, is a critical issue impacting OCFA's UAAL. The higher the discount rate, the lower the present value of pension assets needed to meet future pension obligations. A lower discount rate increases the current unfunded pension liabilities. In 2013, the OCERS Board voted to lower the interest rate assumption from 7.75% to 7.25% which increased OCFA's annual retirement costs by \$7.5 million. This increase was phased in over a two-year period starting in FY 2014/15.

This year, the UAAL decreased as a result of OCERS exceeding its assumed rate of return and salary savings. The actual return for 2014 was 11.14% versus the assumed rate of 7.25%. This in turn lowered OCFA's UAAL by \$23.9 million from \$473.7 million in 2012 to \$449.8 million in 2013. Of the \$23.9 million decline in the UAAL, Safety's UAAL declined by \$20 million and General's UAAL declined by \$3.9M.

The following chart shows a history of OCERS' investment performance. The timeframe selected is slightly longer than the 10-year timeframe used in OCERS' Annual Report in order to capture a full range of various returns and also to capture the most current year available. Although there have been years in which OCERS exceeded its assumed rate of return, the years in which OCERS incurred significant losses, such as the 21% loss in 2008, have a dramatic negative impact. OCERS' average return for the 13 years reflected below is 6.87%, which is below OCERS' assumed rate of return of 7.25%. When OCERS' actual return falls below its assumed rate of return, OCFA incurs higher retirement rates/costs.

## OCERS' History of Performance (Based on Fair Value)

*The average rate of return over the last 13 years is 6.87%*



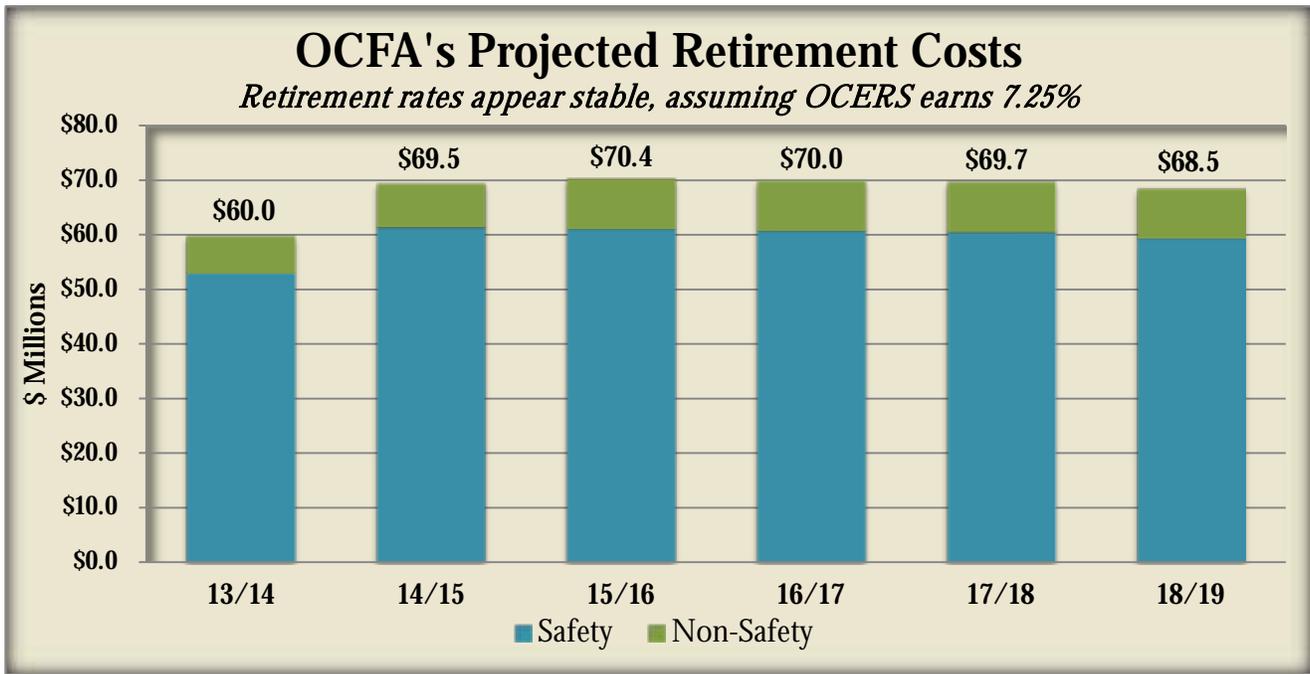
OCERS' investment return also impacts the funding level of the entire system, as demonstrated in the following chart. After the 21% loss in 2008, OCERS UAAL increased and its funding level began to drop. With positive returns exceeding the assumed rate of return in the past year, OCERS funding level has started to improve.

### *OCERS' Schedule of Funding Progress* (Dollars in Thousands)

*OCERS' funding level has declined recently*

Actuarial Valuation Date December 31	Actuarial Value of Plan Assets (a)	Actuarial Accrued Liability (b)	Total Unfunded Actuarial Accrued Liability (UAAL) (b-a=c)	Funded Ratio (a/b)
2004	\$5,245,821	\$7,403,972	\$2,158,151	70.85%
2005	5,786,617	8,089,627	2,303,010	71.53%
2006	6,466,085	8,765,045	2,298,960	73.77%
2007	7,288,900	9,838,686	2,549,786	74.08%
2008	7,748,380	10,860,715	3,112,335	71.34%
2009	8,154,687	11,858,578	3,703,891	68.77%
2010	8,672,592	12,425,873	3,753,281	69.79%
2011	9,064,355	13,522,978	4,458,623	67.03%
2012	9,469,208	15,144,888	5,675,680	62.52%
2013	10,417,125	15,785,042	5,367,917	65.99%

The chart below assumes OCERS will earn its assumed rate of return of 7.25% in future years



*Note: Retirement costs are net of employee contributions, recently implemented new tiers, and include savings from OCERS prepayment of 50% each year. In FY 2014/15, OCERS gave a 7.25% discount on prepayments. Going forward, the OCERS Board voted to lower the discount only on prepayments to 5.8%. The assumed rate of return still stands at 7.25%.*

The analysis of long-term obligations, including pensions, is an important part of credit rating agencies' review of local governments. A number of these agencies have been downgraded due in part to pension funding issues.

OCFA has taken steps to increase employee contributions, reduce benefits by establishing new tiers, and accelerate the paydown of the UAAL with the long-term goal to ensure adequate pension funding. However, other factors (such as OCERS' investment performance) are beyond the OCFA's control, yet these factors have a significant impact on determining retirement rates, and ensuring adequate funding.

**Expedited Pension UAAL Payment Plan**

In September 2013, the OCFA Board of Directors approved an Expedited Pension UAAL Payment Plan. The expedited plan will have the following benefits:

- Results in OCFA's pension liability being paid off sooner
- Earlier and larger contributions into the pension system result in greater investment income earned
- Greater investment income earned results in less money paid by the employer over the long term

OCFA's expedited payment plan involved three components including (1) use of year-end fund balance available, (2) contributing additional funds each year using savings achieved under PEPPRA or other annual actuarial gains, and (3) contributing an additional \$1 million per year in budgeted funds, with the annual budget allocation building to \$5 million per year by year 5.

The initial outcomes from the expedited payment plan implementation in FY 2013/14 and 2014/15 (detailed below), along with OCFA's anticipated future year expedited payments were submitted to OCERS' actuary for determination of how long it would take OCFA to achieve full payment of the

UAAL. *The actuary reported back that the expedited payment plan would achieve full payment of OCFA's UAAL in 13 years, assuming all other actuarial inputs are held constant.*

#### **FY 2013/14 Additional Payments to Lower UAAL**

In FY 2013/14, OCFA used the same Safety rate as FY 2012/13 which was higher. The additional contribution of \$2.5 million was used to pay down the UAAL for Safety members. In addition, as part of the approval of the Mid-Year Financial Report on January 8, 2014, the Board allocated \$3 million of available unencumbered funds identified in the FY 2012/13 annual financial audit to OCFA's UAAL. The payment was allocated to Safety and General based on their portion of the UAAL.

During FY 2013/14, OCFA made a total of \$5.5 million in additional payments to OCERS to pay down the UAAL.

#### **FY 2014/15 Additional Payments to Lower UAAL**

On July 1, 2014, OCFA made an additional \$18.3 million payment to OCERS to pay down the UAAL. This payment was required under the OCPFA and OCEA Memorandum of Understandings. The MOU side letters stated: "as of June 30, 2014, any remaining funds in the General Fund Cash Flow Reserve shall be used to pay down OCFA's unfunded retirement liability with the Orange County Employees Retirement System". The payment was allocated to Safety and General based on their portion of the UAAL.

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### **NEW ACCOUNTING RULES**

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Currently, many governments disclose pension information in the footnotes of their financial statements and generally only report the contributions they are required to make in a given year, as well as what they actually paid. On June 25, 2012 the Government Accounting Standards Board (GASB) approved new standards that will affect how local governments report their obligation for pension benefits. Previously, no liability was recognized for a local government's obligation for pensions earned by employees as long as the local government paid the actuarially determined annual required contribution (ARC) for funding. Under GASB Statement 68, *Accounting and Financial Reporting for Pensions*, beginning with fiscal years ending June 30, 2014, most governments will begin reporting a liability in their financial statements for the unfunded portion of their retirement plans. Recognition in the financial statements alongside other liabilities such as outstanding bonds, claims and judgments, and long-term leases, will put the pension liability on an equal footing with other long-term obligations. OCFA is required to start reporting its pension liability in its financial statements as of June 30, 2015.

GASB also changed the formula states and local governments use to convert projected pension benefit payments into present value, based on an assumed "discount rate". The rate used will be based on a single rate that reflects (a) the long-term expected rate of return on plan investments, as long as the plan's net position is projected to be sufficient to pay pensions of current employees and retirees and the pension plan assets are expected to be invested using a strategy to achieve the return; or (b) a yield or index rate on tax-exempt 20-year, AA-or-higher rated municipal bonds to the extent that the conditions for use of the long term expected rate of return are not met. If the projected benefit payments are discounted using the lower rate, then the present value will be higher and the liability will be larger.

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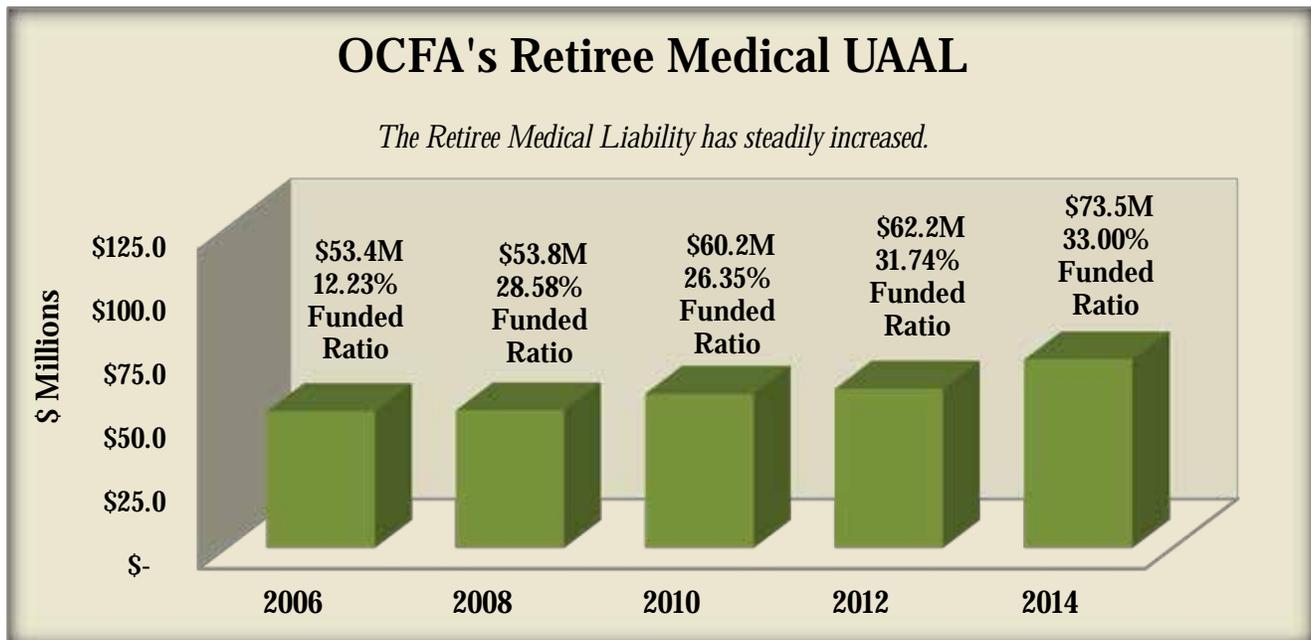
## DEFINED *BENEFIT* RETIREE MEDICAL PLAN

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In addition to the OCFA's retirement plan administered by OCERS, the OCFA provides a post-employment medical retirement plan (Retiree Medical Plan) for certain employees. Employees hired prior to January 1, 2007 are in a *defined benefit plan* that provides a monthly grant toward the cost of retirees' health insurance coverage based on years of service. The Plan's assets are held in an irrevocable trust for the exclusive benefit of Plan participants and are invested by OCERS. As such, if OCERS does not earn its assumed rate of return of 7.25%, the UAAL increases. Current active employees hired prior to January 1, 2007, are required to contribute 4% of their gross pay toward the Retiree Medical Plan.

Based on an actuarial study prepared by Nyhart Epler as of July 1, 2014, the OCFA's Unfunded Actuarial Accrued Liability (UAAL) for the Retiree Medical defined benefit plan is \$73.5 million. The UAAL is impacted by future retirees, spouses of retirees, a maximum 5% annual increase in the medical grant, and the investment return of the trust.

Under the Government Accounting Standards Board (GASB) Statement No. 45, OCFA is required to have an actuarial valuation performed on its Retiree Medical Plan every two years.



*Note: Does not include implicit subsidy and uses OCERS assumed rate of return of 7.75% up to 2012 and 7.25% thereafter.*

The benefit provided under the OCFA's Retiree Medical Plan is a negotiated benefit included in the various Memorandums of Understanding and the Personnel & Salary Resolution for employees hired prior to January 1, 2007.

The OCFA has previously approached funding issues and plan sustainability issues relating to this Plan collaboratively with its labor groups in order to identify options for improving the funding status. Similar to previous approaches, following receipt of the 2012 Actuarial Study for this Plan, management met with representatives of all three labor groups to review the findings. In 2013, we gathered ideas from labor for options that may be considered in the future to improve the funding status of the Plan and had the actuary

perform a special actuarial study to evaluate the various options and associated impacts on plan funding. The results of the special study were shared with each of the labor groups.

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## DEFINED *CONTRIBUTION* RETIREE MEDICAL PLAN

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For employees hired on or after January 1, 2007, the OCFA created a *defined contribution plan* that is administered by the International City Management Association Retirement Corporation (ICMA-RC). The Plan provides for the reimbursement of medical, dental and other healthcare expenses of retirees. Employees are required to contribute 4% of their gross pay. Account assets are invested as directed by the participant and all contributions, investment income, realized gains and losses are credited to the individual's account. Under this plan structure, there is no UAAL.

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## LEASE PURCHASE AGREEMENTS

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A Lease Purchase Agreement is a form of long-term debt used by government agencies to acquire buildings, vehicles, equipment and other capital assets. Within this type of lease, a lessee can apply lease payments annually toward the purchase of the property. In December 2008, the OCFA entered into a ten-year Lease Purchase Agreement to purchase two helicopters and related equipment for a purchase price of \$21.5 million. In 2011, OCFA refinanced the helicopters and lowered its interest rate from 3.76% to 2.58% saving \$444,000 over the remaining six years of the lease. As of June 30, 2014, \$10.7 million remains due, including interest and principal. The final maturity is in 2018.

During the FY 2014/15 budget development process, staff analyzed the feasibility of paying off the outstanding helicopter lease. Staff concluded that the early payoff of the obligation would have detrimental impacts on Fund 133: Vehicle Replacement Fund. The Fund would go negative within two years of paying off the lease which means there would be no funding available to purchase needed fire apparatus; therefore, staff is no longer pursuing early payoff of the lease agreement.

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## WORKERS' COMPENSATION CLAIMS

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In March 2002, OCFA implemented a workers' compensation self-insurance program. A separate fund called Fund 190: Self Insurance was established in May 2003 to track funding and expenditures for workers' compensation claims liability. The funding sources include revenue from the General Fund and interest earnings. The required funding levels are determined by an independent actuarial study. As of June 30, 2014, OCFA's total workers' compensation liability is \$56.7 million. Although the workers' compensation program represents a large liability for OCFA, it is important to note that it is a **fully-funded** liability. OCFA has \$56.7 million set-aside in reserves to pay this liability as the various medical claims and bills become due.

This liability reflects the present value of estimated outstanding losses at the 50% confidence level. A confidence level is the statistical certainty that an actuary believes funding will be sufficient. For example, a 50% confidence level means that the actuary believes funding will be sufficient in five out of ten years. The Workers' Compensation Funding Policy that was adopted by the Board on May 27, 2010, sets the funding level at 50% for outstanding losses and 60% for projected losses.

## OCFA's Workers' Compensation Claims

*The WC liability is growing and OCFA has fully funded this liability with additional reserves*



There are several contributing factors to the liability increase including workers' compensation reform that increased the statute of limitation for cancer from five to ten years; injury presumption for safety personnel; an aging workforce which contributes to a longer recovery time and higher permanent disability benefits; increased medical costs; and an increase to the workforce in 2012 with the addition of the City of Santa Ana. The City of Santa Ana reimburses the OCFA for injuries that initially occurred on or before April 20, 2012.

In addition, the outstanding and growing liability reflected in the above chart reflects the fact that although the entire future cost of claims are recorded in the year of injury, the actual payment of that claim does not occur immediately. The cash flow payments for many workers' compensation cases occur slowly over time, with an average of up to 7-10 years. Therefore, it is a natural occurrence that the unpaid liability for a new self-insured system will grow for about 5-7 years as the unpaid liabilities stack on top of each other for those initial years. Upon maturity, the amount of unpaid liability should level out, and continued increases at that point in time are more likely purely driven by other forces, such as increased medical costs, increased claim activity, legislative changes and case law.

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## ACCRUED COMPENSATED ABSENCES

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Compensated absences are commonly described as paid time off made available to employees in connection with sick and vacation time. If employees do not use all of such compensated absences, a liability is accrued for the unused portion. The OCFA's policy allows employees to accumulate earned but unused sick and vacation pay benefits.

The majority of sick and vacation payouts occur at the time an employee retires. The OCFA has budgeted \$3.5 million for sick and vacation payouts in FY 2014/15 based on historical trends and expected retirements. OCFA's total liability for compensated absences as of June 30, 2014 is \$16.2 million.

## OCFA's Compensated Absences

*The Sick/Vacation Payout Liability remained relatively flat from last year*



*\*FY 11/12 corrected to include Santa Ana General Leave Balances. The City of Santa Ana reimburses the OCFA for uses of transferred Leave Balances.*

In 2013, the OCFA City Managers' Budget and Finance Committee recommended that staff evaluate options for mitigating the budget and liability impacts of payouts for accumulated sick and vacation balances. Staff has been gathering information from other jurisdictions that have taken action, or are pursuing creative strategies for reducing these liabilities.

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### III. SUMMARY

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OCFA's total long term, unfunded liabilities as of June 30, 2014 are as follows:

	<i>\$ Amount in Millions</i>	<i>% of Total</i>
Defined Benefit Pension Plan	\$449.8	82%
Defined Benefit Retiree Medical Plan	73.5	13
Helicopter Lease Purchase Agreement	10.7	2
Accrued Compensated Absences	16.2	3
<b>Total</b>	<b>\$550.2</b>	<b>100%</b>

As shown in the chart below, over the last nine years, OCFA's total long term, unfunded obligations have increased by \$287 million or 109%.

## OCFA's Total Unfunded Liabilities - \$550M



*Note: Workers Compensation was removed since it is fully funded by a reserve fund.*

### ACTIONS TAKEN

OCFA has already taken several steps to manage its long-term obligations:

1. On June 26, 2014, the Board approved an Alternative Dispute Resolution process for disputed workers' compensation cases, also known as a Carve-Out program. The State has approved the program and it was implemented on October 1, 2014.
2. On September 26, 2013, the Board approved a strategy to expedite the pay down of OCFA's pension liability. Under this Plan, the actuary, the Segal Company, estimates this liability will be paid in 13 years.
3. Completed a special actuarial study relating to the OCFA's Retiree Medical Defined Benefit Plan to evaluate options for potential plan amendments which could improve plan funding, subject to future negotiation with OCFA's labor groups. The results of the study were shared with the labor groups.
4. Evaluated the financial feasibility of paying off the outstanding lease financing obligations associated with the OCFA's helicopters, as part of the 2014/15 budget development process.
5. Directed staff to evaluate options for mitigating the budget and liability impacts of payouts for accumulated sick and vacation balances, subject to future negotiation with OCFA's labor groups.
6. Implemented a trigger formula connecting future pay raises for all OCFA employees to OCFA's financial health.
7. Implemented lower retirement formulas for all labor groups.
8. Implemented increased employee retirement contributions, phasing in to 9% for all labor groups.
9. Refinanced the helicopter lease to lower the interest rate.
10. Established a cash flow reserve, enabling annual prepayment of retirement contributions to achieve a discount.
11. Provided a study to the Board of Directors regarding the feasibility of Pension Obligation Bonds.
12. Provided a study to the Board of Directors regarding the feasibility of changing automatic Cost of Living Allowance (COLA) increases for pensions and transmitted a copy of the report to the

County Board of Supervisors and the OCERS Board of Retirement, for their consideration of potential cost-containment actions relating to Pension COLAs under the authority granted by the '37 Act.

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## **RECOMMENDATIONS**

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Recommended actions pending approval of this staff report include:

1. Receive and file the report.
2. Direct staff to continue the Expedited Pension UAAL Payment Plan to achieve long-term savings in pension costs.
3. Direct staff to evaluate potential cost saving options for OCFA healthcare plans offered to retirees in an effort to lower Retiree Medical costs.
4. Direct staff to continue seeking cost saving options related to Workers' Compensation, including the recently implemented Alternative Dispute Resolution Program.

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## **CONCLUSION**

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In order to strategically fund long-term liabilities, OCFA must continue to strategically balance present-day needs with future commitments. The goal is for OCFA's budget over the long-term to be able to fund all of its long-term liabilities.

Some of the components of this management include:

1. Continue to find ways to reduce long-term costs
2. Fully fund pension annual pension accruals
3. Explore ways to save money on healthcare for retirees

**CONSENT CALENDAR - AGENDA ITEM NO. 4**  
**BOARD OF DIRECTORS MEETING**  
**October 23, 2014**

TO: Board of Directors, Orange County Fire Authority

FROM: Sherry Wentz  
Clerk of the Authority

SUBJECT: **Adoption of Revised Conflict of Interest Code**

Summary:

The Political Reform Act requires that every local agency review its Conflict of Interest Code biennially. The Clerk of the Authority, General Counsel, Purchasing Manager, and Executive Management have reviewed the existing Code and recommend that the Board adopt the attached resolution revising the Conflict of Interest Code for the Orange County Fire Authority (OCFA).

Recommended Action:

Adopt the proposed Resolution revising the OCFA Conflict of Interest Code, and direct the Clerk of the Authority to submit the resolution to the Orange County Board of Supervisors, as the Code reviewing body, for approval.

Background:

The Political Reform Act requires every local agency to review its Conflict of Interest Code biennially and submit any revisions to its code reviewing body. Since our jurisdictional boundaries are within the County of Orange, the County Board of Supervisors is our code reviewing body, and therefore must approve any amendments.

Upon completion of the review by our Legal Counsel, Clerk of the Authority, Purchasing Manager, and Executive Management it was determined that our Conflict of Interest Code will require an amendment to reflect redlined changes based upon newly created positions, changes in purchasing and contract processes, or changes in assigned responsibilities, since the last review conducted in 2012.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

Not Applicable.

Staff Contact for Further Information:

Sherry Wentz, Clerk of the Authority  
[sherrywentz@ocfa.org](mailto:sherrywentz@ocfa.org)  
(714) 573-6041

Attachment:

Proposed Resolution

**RESOLUTION NO. 2014-XX**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY ADOPTING A CONFLICT OF INTEREST CODE WHICH SUPERSEDES ALL PRIOR CONFLICT OF INTEREST CODES AND AMENDMENTS PREVIOUSLY ADOPTED**

*WHEREAS*, the Political Reform Act of 1974, Government Code Section 81000 et. seq. (“the Act”), requires a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

*WHEREAS*, the Orange County Fire Authority has previously adopted a Conflict of Interest Code and that Code now requires updating; and

*WHEREAS*, amendment to the Act have in the past and foreseeably will in the future require conforming amendments to be made to the Conflict of Interest Code; and

*WHEREAS*, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains terms for a standard model Conflict of Interest Code, which, together with amendments thereto, may be adopted by public agencies and incorporated by reference to save public agencies time and money by minimizing the actions required of such agencies to keep their codes in conformity with the Political Reform Act.

*NOW THEREFORE, THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY, DOES HEREBY RESOLVE AS FOLLOWS:*

SECTION 1. The terms of Title 2, California Code of Regulations, Section 18730 (Attachment) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, together with Exhibits A and B in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Orange County Fire Authority.

SECTION 2. The provisions of all Conflict of Interest Codes and Amendments thereto previously adopted by the Orange County Fire Authority are hereby superseded.

SECTION 3. The Filing Officer is hereby authorized to forward a copy of this Resolution to the Clerk of the Orange County Board of Supervisors for review and approval by the Orange County Board of Supervisors as required by California Government Code Section 87303.

PASSED, APPROVED, AND ADOPTED this 23<sup>rd</sup> day of October 2014.

ATTEST:

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ELWYN A. MURRAY, CHAIR  
Board of Directors

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SHERRY A.F.WENTZ, CMC  
Clerk of the Authority

## **CONFLICT OF INTEREST CODE FOR THE ORANGE COUNTY FIRE AUTHORITY**

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the Orange County Fire Authority.

### **DESIGNATED EMPLOYEES**

Designated employees (excluding consultants) shall file Statements of Economic Interests with the Clerk of the Orange County Board of Supervisors who will make the statements available for public inspection and reproduction (Government Code Section 82008). Consultants shall file Statements of Economic Interests with the Orange County Fire Authority Clerk of the Authority.

### **OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18701 (b), are NOT subject to the Authority's code, but are subject to the disclosure requirements of the Act (Government Code Section 87200 et seq.). [Regs. §18730(b)(3)]. These positions are listed here for informational purposes only.

It has been determined that the positions listed below are Orange County Fire Authority officials who manage public investments:

Board of Directors and Alternates  
Fire Chief

Treasurer  
Assistant Chief/Business Services Dept.

These positions shall file original Statements of Economic Interests with the Clerk of the Orange County Board of Supervisors.

The disclosure categories and requirements for these positions are set forth in Article 2 of Chapter 7 of the Political Reform Act, Government Code Section 87200 et seq. They generally require the disclosure of interests in real property in the agency's jurisdiction, as well as investments, business positions and sources of income (including gifts, loans and travel payments).

**ORANGE COUNTY FIRE AUTHORITY****LIST OF DESIGNATED POSITIONS  
CONFLICT OF INTEREST CODE**

<b>Designated Position</b>	<b>Disclosure Category</b>
Assistant Chief/Fire Marshal	OC-41
Assistant Chief/Operations Department	OC-41
Assistant Chief/Support Services Department	OC-41
Assistant Fire Marshal	OC-29
Assistant Information Technology Manager/Portfolio and Procurement Management	OC-08
<u>Assistant Information Technology Manager/Customer Relations and Consulting</u>	<u>OC-08</u>
<u>Assistant Information Technology Manager/GIS &amp; Data Management</u>	<u>OC-08</u>
<u>Assistant Information Technology Manager/Infrastructure &amp; Workplace Support</u>	<u>OC-08</u>
Assistant Purchasing Agent	OC- <del>05</del> 41
<u>Battalion Chief/Emergency Command Center</u>	<u>OC-05</u>
<u>Battalion Chief/Emergency Medical Services</u>	<u>OC-05</u>
<u>Buyer</u>	<u>OC-41</u>
<u>Clerk of the Authority</u>	<u>OC-05</u>
Consultant	OC-30
Construction Manager	OC-32

Deputy Fire Chief	OC-41
Deputy Fire Marshal	OC-29
<u>Director of Communications</u>	<u>OC-41</u>
<u>EMS Coordinator</u>	<u>OC-05</u>
<u>EMS Medical Director</u>	<u>OC-05</u>
<u>Employee Relations Manager</u>	<u>OC-11</u>
Facilities Maintenance Manager	OC-41
Finance Manager	OC-27
<u>Fire Captain – Spec Developer for PPEs</u>	<u>OC-05</u>
<u>Fire Engineer – Spec Developer for Apparatus</u>	<u>OC-41</u>
Fire Division Chief	OC-41
Fire Prevention Analyst	OC-29
Fire Prevention Specialist	OC-29
<u>Fire Safety Engineer</u>	<u>OC-29</u>
Fleet Services Manager	OC-05
Fleet Services Supervisor	OC-05
General Counsel	OC-30
Human Resources Director	OC-11

Information Technology Manager	OC-08
<u>Information Technology Supervisor</u>	<u>OC-08</u>
Property Manager	OC-41
Purchasing and Materials Manager	OC-05
Risk Manager	OC-12
<u>Risk Management Analyst</u>	<u>OC-12</u>
<u>Service Center Supervisor</u>	<u>OC-05</u>
Senior Fire Apparatus Parts Specialist	OC-05
Senior Fire Prevention Specialist	OC-29
Supervising Purchasing Agent	OC-05

**ORANGE COUNTY FIRE AUTHORITY**

**DISCLOSURE CATEGORIES/DESCRIPTIONS\***

<b>Disclosure Category</b>	<b>Disclosure Description*</b>
OC-05	All investments in, business positions and income (including gifts, loans, and travel payments) from sources that provide services, supplies, materials, machinery, equipment (including training and consulting services) used by the County Department, Authority or District, as applicable.
OC-08	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that develop or provide computer hardware/software, voice data communications, or data processing goods, supplies, equipment, or services (including training and consulting services) used by the County Department, Authority or District, as applicable.
OC-11	All interests in real property in Orange County or located entirely or partly within the Authority or District boundaries as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that are engaged in the supply of equipment related to recruitment, employment search & marketing, classification, training, or negotiation with personnel; employee benefits, and health and welfare benefits.
OC-12	All interests in real property in Orange County, the District, or Authority, as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that invest funds or engage in the business of insurance including, but not limited to insurance companies, carriers, holding companies, underwriters, brokers, solicitors, agents, adjusters, claims managers and actuaries; from financial institutions including but not limited to, banks, savings & loan associations and credit unions or sources that have filed a claim, or have a claim pending, against Orange County, the Authority or the District, as applicable.
OC-27	All investments in, business positions with and sources of income (including gifts, loans and travel payments) from sources that are engaged in banking and/or investment business.
OC-29	All investments in, business positions with and income (including gifts, loans and travel payments) from sources that are subject to inspection or regulation by the County Department, Authority or District, as applicable.
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.

<b>Disclosure Category</b>	<b>Disclosure Description*</b>
OC-32	All investments in, business positions with and income (including gifts loans and travel payments) from sources that are engaged in any real estate activity within the geographical boundaries of the County, District or Authority as applicable, including but not limited to real estate appraisal, development, construction, sales, brokerage, leasing, lending, insurance or property management.
OC-41	All interests in real property in Orange County, the District or Authority, as applicable, as well as investments in, business positions with and income (including gifts, loans and travel payments) from sources that provide services, supplies, materials, machinery, vehicles, or equipment (including training and consulting services) used by the County Department, Authority or District, as applicable.

\* As used herein, the terms “Department,” “County Department,” “District” and “Authority” shall all mean “Orange County Fire Authority”

**CONSENT CALENDAR – AGENDA ITEM NO. 5**  
**BOARD OF DIRECTORS MEETING**  
**October 23, 2014**

TO: Board of Directors, Orange County Fire Authority

FROM: Dave Thomas, Assistant Chief  
Operations Department

SUBJECT: **Agreement to Transfer Property or Funds for 2013 Homeland Security Grant Program Purposes**

Summary:

This item is submitted for approval of a Resolution authorizing the Fire Chief to execute an agreement to receive grant funds to transfer or purchase equipment/services and for reimbursement of training and personnel costs that would be transferred to the Orange County Fire Authority (OCFA) as a sub-grantee to the Orange County Sheriff-Coroner Department.

Recommended Actions:

1. Adopt the proposed Resolution authorizing the Fire Chief, or his designee, to execute the Agreement to Transfer Property or Funds for 2013 Homeland Security Grant Program Purposes.
2. Increase revenue and appropriations in the FY 2014/15 General Fund by \$160,000 for the Fire Captain position at the Orange County Intelligence Assessment Center.

Background:

The State Homeland Security Grant Program is one of seven Homeland Security Grant Programs. The goal of the State Homeland Security Grant Program is to provide funds to build the capabilities at the state and local levels to prevent, prepare, respond, and recover from a terrorism act, and natural and manmade disasters.

The FY 2013 grant award to the Orange County Operational Area was \$2,911,455. Of that, OCFA has been apportioned \$160,000. Those funds will be used to reimburse backfill costs to assign one OCFA Fire Captain to the Orange County Intelligence Assessment Center.

Impact to Cities/County:

None.

Fiscal Impact:

Increase of \$160,000 to revenue and appropriations in the FY 2014/15 General Fund.

Staff Contact for Further Information:

Ken Cruz, Battalion Chief

[kencruz@ocfa.org](mailto:kencruz@ocfa.org)

(714) 573-6056

Attachment:

Proposed Resolution

**RESOLUTION NO. 2014-XX**

**A RESOLUTION OF THE ORANGE COUNTY FIRE AUTHORITY  
BOARD OF DIRECTORS AUTHORIZING FIRE CHIEF TO EXECUTE  
DOCUMENTS NECESSARY TO OBTAIN FEDERAL ASSISTANCE**

*WHEREAS*, the County of Orange, acting through its Sheriff-Coroner Department in its capacity as the lead agency for the Orange County Operational Area, has applied for, received and accepted a Federal Homeland Security Grant Program grant (the “Grant”), subgranted by the State of California, acting through its California Emergency Management Agency, to enhance county-wide emergency preparedness; and

*WHEREAS*, the terms of the Grant require the County to use certain grant funds to purchase equipment, technology or services that will be transferred to the Orange County Fire Authority (“OCFA”) as subgrantee to be used for grant purposes; and

*WHEREAS*, the California Supplement to Federal Program Guidance for the FY13 Homeland Security Grant Program requires all subgrantee applications to include a new “Governing Body Resolution” appointing agents authorized to act on behalf of the Board, and to execute any actions necessary for the application and subgrant.

*NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE ORANGE COUNTY FIRE AUTHORITY, DOES HEREBY RESOLVE THAT:*

Fire Chief Jeff Bowman, or his designee, is hereby authorized to execute for and on behalf of the Orange County Fire Authority, a Joint Powers Authority established under the laws of the State of California, any agreements, documents, or actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

*PASSED, APPROVED, AND ADOPTED* this 23<sup>rd</sup> day of October 2014.

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ELWYN A. MURRAY, CHAIR  
Board of Directors

ATTEST:

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SHERRY A.F. WENTZ, CMC  
Clerk of the Authority

**CONSENT CALENDAR – AGENDA ITEM NO. 6**  
**BOARD OF DIRECTORS MEETING**  
**October 23, 2014**

TO: Board of Directors, Orange County Fire Authority

FROM: Dave Thomas, Assistant Chief  
Operations Department

SUBJECT: **Reserve Firefighter Program Status Update**

Summary:

This item is submitted to provide a six month status report on the OCFA Reserve Firefighter Program.

Recommended Action:

Receive and file the report.

Background:

This report on the Reserve Firefighter Program activities covers the period of January 1, 2014, to June 30, 2014.

***Current Reserve Program Status:*** Consistently operating under budget and effectively augmenting the OCFA's career staff.

***Roster Size/Strength:*** Current roster information is presented for review in Attachment 1.

***Recruitment/Hiring:*** Primarily focused on the three Level 1 Fire Stations 11, 14, and 16.

***Training/EMS:*** A Reserve Driver-Operator and Water-Tender Driver Academy was conducted in March and April of 2014 and graduated 11 new operators. Reserve Academy #17 began on July 8, 2014, with thirty five candidates participating in the program. Graduation of the OCFA's newest Reserve Firefighters is scheduled for December 2014.

Impact to Cities/County:

Not Applicable.

Fiscal Impact:

\$310,190.13 direct costs for FY 2013/2014.

Staff Contact for Further Information:

George Casario, Battalion Chief/Community Volunteer Services  
[georgecasario@ocfa.org](mailto:georgecasario@ocfa.org)  
(714) 573-6055

Attachments:

1. Reserve Program Staffing Levels as of 10/09/2014
2. Summary of Reserve Unit Activity (01/01/14 to 06/30/14)

Reserve Firefighter Program  
STAFFING LEVELS

Reserve Program staffing levels, vacancies, applications, and new recruits as of October 9, 2014

Station	Equipment	Total Roster Positions	# Qualified	# Vacancies	# in Academy	% of Total Roster	Apps in NeoGov	
7	San Juan Capo	Patrol, WT	25	14	96	2	64%	18
11	Emerald Bay	Engine, Patrol	25	11	14	0	44%	5
14	Silverado Cyn	Engine, Patrol	25	6	17	2	32%	1
16	Modjeska Cyn	Engine, Patrol, WT	25	19	5	1	80%	1
18	Trabuco Cyn	Patrol	20	10	4	6	80%	6
26	Irvine	Patrol	20	12	7	1	65%	24
30	Dana Point	Patrol, Air Unit	25	14	8	3	68%	11
32	Yorba Linda	Patrol, WT	25	18	2	5	92%	24
C18	Trabuco Cyn	Reserve Hand Crew	35	18	10	7	71%	102
C41	Fullerton Airport	Heli-Support, WT, Air Unit	35	24	7	4	80%	158
Totals			260	146	83	31	68%	350

**Orange County Fire Authority  
Reserve Program Summary\* of Unit Activity  
January 1, 2014 to June 1, 2014**

	(A)	(B)	(C)	(D)	(E)	
	# Dispatched Responses	# Responses Enroute	% Dispatched Enroute <sup>i</sup>	# Responses On Scene	% Dispatched On Scene	
San Juan	<i>Patrol 7</i>	254	62	24%	33	13%
Capistrano	<i>Water Tender 7</i>	13	4	31%	4	31%
	<b>Sta. 7 Totals</b>	<b>267</b>	<b>66</b>	<b>25%</b>	<b>58</b>	<b>22%</b>
Emerald Bay	<i>Engine 11</i>	26	13	50%	12	46%
	<i>Patrol 11</i>	50	37	74%	30	60%
	<b>Sta. 11 Totals</b>	<b>76</b>	<b>50</b>	<b>66%</b>	<b>41</b>	<b>54%</b>
Silverado	<i>Engine 14</i>	5	0	0%	1	20%
	<i>Patrol 14</i>	26	19	73%	15	58%
	<b>Sta. 14 Totals</b>	<b>31</b>	<b>19</b>	<b>62%</b>	<b>16</b>	<b>52%</b>
Modjeska	<i>Engine 16</i>	25	18	72%	12	48%
	<i>Patrol 16</i>	40	34	85%	14	35%
	<i>Water Tender 16</i>	4	3	75%	1	25%
	<b>Sta. 16 Totals</b>	<b>69</b>	<b>55</b>	<b>80%</b>	<b>27</b>	<b>40%</b>
Irvine	<i>Patrol 26</i>	262	241	92%	159	61%
	<b>Sta. 26 Totals</b>	<b>262</b>	<b>241</b>	<b>92%</b>	<b>159</b>	<b>61%</b>
Trabuco Canyon	<i>Patrol 18</i>	48	25	52%	9	19%
	<i>Crew 18</i>	8	3	38%	4	50%
	<b>Sta. 18 Totals</b>	<b>56</b>	<b>28</b>	<b>50%</b>	<b>13</b>	<b>23%</b>
Dana Point	<i>Patrol 30</i>	145	48	33%	27	19%
	<i>Air Utility 30</i>	10	6	60%	4	40%
	<b>Sta. 30 Totals</b>	<b>155</b>	<b>54</b>	<b>35%</b>	<b>46</b>	<b>30%</b>

**Orange County Fire Authority  
Reserve Program Summary\* of Unit Activity  
January 1, 2013 to June 30, 2014**

	(A)	(B)	(C)	(D)	(E)	
	# Dispatched Responses	# Responses Enroute	% Dispatched Enroute <sup>i</sup>	# Responses On Scene	% Dispatched On Scene	
Yorba Linda						
	<i>Patrol 32</i>	81	46	57%	26	32%
	<i>Water Tender 32</i>	3	3	100%	2	67%
	<b>Sta. 32 Totals</b>	<b>84</b>	<b>49</b>	<b>58%</b>	<b>28</b>	<b>33%</b>
Fullerton						
	<i>Heli-Support 41</i>	7	6	86%	4	25%
Airport						
	<i>Heli-Tender 41</i>	26	15	58%	3	18%
	<i>Air Utility 41</i>	0	0	NA	0	NA
	<b>Sta. 41 Totals</b>	<b>33</b>	<b>21</b>	<b>64%</b>	<b>7</b>	<b>21%</b>

*\*Summary includes all dispatched calls for Reserve units.*

<sup>i</sup> Reserve Engines and Patrols are required to respond within 10 minutes

<sup>i</sup> Air Utilities and Water Tenders are required to respond within 20 minutes; Helicopter Support Crew 41 and Crew 18 have a 45 minute response time to station and are frequently cancelled. This may account for low enroute statistics.

**AGENDA ITEM NO. 7**

There are no supportive materials  
for Discussion Calendar Item No. 7

This will be an oral presentation.

**DISCUSSION CALENDAR - AGENDA ITEM NO. 8**  
**BOARD OF DIRECTORS MEETING**  
**October 23, 2014**

TO: Board of Directors, Orange County Fire Authority

FROM: Jeremy Hammond  
Human Resources Director

SUBJECT: **Approval of 2014-2015 Memorandum of Understanding – Firefighter Unit**

Summary:

This item is submitted for approval of a Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Orange County Professional Firefighters' Association, Local 3631 (OCPFA), effective November 1, 2014.

Recommended Action:

Approve the proposed Firefighter Unit MOU between the Orange County Fire Authority and the Orange County Professional Firefighters' Association, Local 3631, for a term of November 1, 2014, to October 31, 2015.

Background:

The Meyers-Milias-Brown Act provides for recognized employee organizations to meet with employers and represent public employees through the meet and confer process in matters relating to hours, wages and working conditions. Once agreement is reached, both parties jointly prepare a written MOU, which is presented to the governing body for approval.

OCPFA currently represents 1,020 authorized positions in 8 different classifications within the Firefighter Unit. The previous MOU for the Firefighter Unit had been amended and extended on multiple occasions, resulting in an MOU term that originally began in 2000 and was extended through October 31, 2014. Our current negotiations began in March 2014, and the OCFA Board appointed a professional labor negotiator (Peter Brown, Liebert Cassidy Whitmore) to serve as the Chief Negotiator. The Board directed Mr. Brown to pursue a new successor MOU, rather than following the prior practice of amending and extending the existing MOU.

We are pleased to report that a Tentative Agreement (TA) was reached with OCPFA on October 3, 2014. Since October 3, we have completed the detailed language requirements for the MOU, and OCPFA has held meetings with its membership to review the proposed terms. Formal ratification of the MOU by OCPFA members is underway, with a final vote expected to be complete by October 22, 2014, prior to the OCFA Board meeting.

A summary of the significant deal points in the proposed MOU include:

- Term: November 1, 2014 to October 31, 2015

- Wages: Effective November 14, 2014, a 2% salary increase will be provided. In addition, bilingual pay is increased from \$35 per month to \$135 per month for eligible employees to further incentivize this skill.
- Retirement: Effective November 14, 2014, employees hired prior to January 1, 2013, will pay an additional 2% in employee retirement contributions, increasing from 9% to 11%. Employees hired after PEPRA was enacted will continue to be subject to PEPRA requirements of 50% of normal cost for employee retirement contributions, which vary based on age of entry.
- Overtime: Effective January 21, 2015, sick leave and vacation hours taken will no longer count as hours worked for purposes of earning overtime pay (1.5). In addition, a cap will be implemented effective April 1, 2015 to limit the number of overtime hours employees may work per year.
- Holiday & Leave Accruals: One additional holiday (Christmas Eve) is provided per year, and employee sick leave accruals are increased by 10 hours per year
- Work Schedule: Effective January 21, 2015, a trial period will be implemented to provide for a 48/96 work schedule (a pattern of 48 hours on-duty, 96 hours off-duty) and the FLSA work period will be changed from 24 days to 14 days (a measurement period for processing of payroll and calculating overtime hours)
- MOU Language: The parties have agreed to start negotiating in January, 2015, to discuss existing language clean up as well as a successor MOU.

The annualized fiscal impact of the proposed MOU is estimated to be a net \$1.2 million cost; however, with the mid-year implementation of the MOU, staff anticipates a net cost of approximately half this value to occur in FY 2014/15. Upon approval of the MOU, budget staff will include the salary and benefit changes in the mid-year budget adjustments for review by the Board in March 2015.

Staff is recommending that the Board of Directors approve the proposed MOU (Attachment).

Impact to Cities/County:

Increases to OCFA's salary and benefit costs can result in increases to our Cash Contract Cities charges. The net cost of the proposed MOU represents an increase of approximately 0.4% to OCFA's annual expenditure budget; therefore, the estimated impact to our Cash Contract Cities is approximately 0.4% more than status-quo, effective in FY 2015/16.

Fiscal Impact:

The annualized fiscal impact of the proposed MOU is estimated to be a net \$1.2 million cost.

Staff Contacts for Further Information:

Jeremy Hammond, Human Resources Director  
[jeremyhammond@ocfa.org](mailto:jeremyhammond@ocfa.org)  
(714) 573-6221

Lori Zeller, Assistant Chief/Business Services  
[lorizeller@ocfa.org](mailto:lorizeller@ocfa.org)  
(714) 573-6020

Attachment:

Redline Version - Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Orange County Professional Firefighters' Association, Local 3631 (The attachment is on file in the Office of the Clerk and is available upon request.)

**MEMORANDUM OF UNDERSTANDING  
RELATING TO EMPLOYEES IN THE FIREFIGHTER REPRESENTATION UNIT**

~~2000-2014~~  
2014-2015

**ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION  
IAFF - LOCAL 3631  
FOR THE  
FIREFIGHTER UNIT**

This Memorandum of Understanding sets forth the terms of agreement reached between the Orange County Fire Authority and the Orange County Professional Firefighters Association, IAFF - Local 3631, as the Exclusively Recognized Employee Organization for the Firefighter Unit for the period beginning ~~November~~ July 1, 2014, through ~~October~~ June 30, 2015. ~~Unless otherwise indicated herein, all provisions shall become effective July 1, 2000. and shall end June 30, 2014 unless otherwise indicated herein. (12/02/10)~~

## IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation that was officially ratified by majority vote of the members of the Orange County Professional Firefighters Association (OCPFA) Local 3631 and the Orange County Fire Authority Board of Directors, on ~~October 23, 2014~~February 22, 2001.

~~In accordance with Article XXV, the parties to this Agreement have initiated subsequent negotiations on the provisions in Article XXV, Reopener, and have presented a mutual recommendation that was officially ratified by majority vote of the members of the Orange County Professional Firefighters Association (OCPFA) Local 3631 and the Orange County Fire Authority Board of Directors, on May 23, 2002. The provisions set forth in bold face, italic type, and dated 05/23/02, contain the first revisions made to the parties original 2000-2005 M.O.U., which was extended to 2000-2007.~~

~~In accordance with Article XXV, the parties to this Agreement have initiated additional subsequent negotiations on the provisions in Article XXV, Reopener, and have presented a mutual recommendation that was officially ratified by majority vote of the members of the Orange County Professional Firefighters Association (OCPFA) Local 3631 and the Orange County Fire Authority Board of Directors, on September 28, 2006. The provisions set forth in bold face, italic type, and dated 09/28/06, contain the second revisions made to the parties original 2000-2005 M.O.U., which was originally extended to 2000-2007 and is currently extended again to 2000-2012.~~

~~The parties to this Agreement have initiated subsequent negotiations on provisions within this Agreement, as well as other issues within the scope of representation, and have presented a mutual recommendation that was officially ratified by majority vote of the members of the Orange County Professional Firefighters Association (OCPFA) Local 3631 and the Orange County Fire Authority Board of Directors, on December 2, 2010. The provisions set forth in bold face, italic type, and dated 12/02/10, contain the third revisions made to the parties' original 2000-2005 M.O.U., which was originally extended to 2000-2012 and is currently extended again to 2000-2014.~~

## TABLE OF CONTENTS

	Page
<b>DEFINITIONS</b> .....	<b>8</b>
<b>ARTICLE I                    WORK HOURS, OVERTIME, AND PREMIUM PAY</b> .....	<b>11</b>
Section 1.            Work Hours .....	11
Section 2.            Rest Periods, Sleep Periods, Cleanup Time, and Meal Periods .....	12
Section 3.            Treatment of Salary and Benefits for Employees Assigned to a Shift Duty Week .....	12
Section 4.            Overtime.....	12
A.    Notification of Employees .....	12
B.    Distribution of Overtime .....	12
C.    Payment for Overtime .....	13
D.    Dual Reporting for Overtime .....	14
Section 5.            On-Call Pay and Call-Back Pay.....	14
A.    On-Call Pay .....	14
B.    Call-Back Pay .....	14
<b>ARTICLE II                    PAY PRACTICES</b> .....	<b>16</b>
Section 1.            Compensation for Employees .....	16
Section 2.            Pay for New Employees .....	16
Section 3.            Merit Increase Within Range .....	16
Section 4.            Salary on Promotion.....	18
Section 5.            Salary on Reassignment .....	18
Section 6.            Salary on Reduction .....	19
Section 7.            Salary on Reclassification .....	20
Section 8.            Salary on Reemployment .....	21
Section 9.            Changes in Salary Allocation.....	21
<b>ARTICLE III                    EMPLOYEE PROVISIONS</b> .....	<b>22</b>
Section 1.            Selection Procedures .....	22
Section 2.            Time Off for Selection Procedures.....	23
Section 3.            Probation.....	23
A.    New Probation .....	23
B.    Promotional Probation .....	24
C.    Failure of Probation .....	25
D.    General Provisions .....	26
E.    Extension of Probation Periods.....	26
Section 4.            Performance Evaluation .....	27
Section 5.            Intra-Departmental Transfers .....	27
Section 6.            Shift Exchange Policy.....	27
Section 7.            Seniority .....	28
Section 8.            Contents of Personnel File .....	30
<b>ARTICLE IV                    EMPLOYMENT PROVISIONS</b> .....	<b>31</b>
Section 1.            Temporary Promotion.....	31
Section 2.            Status of Limited-Term Employees.....	31
Section 3.            Reemployment of Employees on Disability Retirement .....	32
Section 4.            Reemployment of Regular Employee .....	32

Section 5.	Reduction Within the Firefighter Unit.....	32
Section 6.	Non-Discrimination Clause .....	32
<b>ARTICLE V</b>	<b>LEAVE PROVISIONS .....</b>	<b>33</b>
Section 1.	Sick Leave.....	33
	A. Accumulation of Sick Leave .....	33
	B. Sick Leave Earned.....	33
	C. Permitted Uses of Sick Leave .....	33
	D. Prohibited Uses of Sick Leave .....	34
	E. General Provisions .....	35
	F. Sick Leave for Transitioning Employees .....	35
Section 2.	California Department of Forestry Sick Leave Balances.....	36
Section 3.	Bereavement Leave .....	36
Section 4.	Authorized Leave Without Pay .....	36
	A. Authority Leave.....	36
	B. Official Leave .....	36
	C. General Provisions .....	37
Section 5.	Official Leave for Non-Occupational Disability.....	38
Section 6.	Absences Caused by Medical Conditions .....	38
Section 7.	Jury Duty Leave .....	38
Section 8.	Witness Leave.....	38
Section 9.	Absence Without Authorization .....	39
Section 10.	Workers' Compensation Leave.....	40
Section 11.	Parenthood Leave .....	41
Section 12.	Family Leave.....	41
Section 13.	Catastrophic Leave .....	43
	A. Eligibility for Donations.....	43
	B. Request for Additional Donations .....	43
	C. Donation Procedure.....	43
Section 14.	Vacation .....	45
	A. Accumulation of Vacation .....	45
	B. Vacation Credit .....	46
	C. Maximum Allowable Vacation Credit.....	46
	D. General Provisions .....	46
	E. Vacation Time for Transitioning Employees.....	47
<b>ARTICLE VI</b>	<b>HOLIDAYS.....</b>	<b>48</b>
Section 1.	Holidays Observed .....	48
Section 2.	Shift Employees (Fifty-Six [56] Hour Average Duty Week) .....	48
	A. Holiday Compensation.....	48
	B. Eligibility for Holiday Pay.....	48
Section 3.	Staff Employees (Forty [40] Hour Workweek).....	49
	A. Holiday Compensation.....	49
	B. Eligibility for Holiday Pay.....	50
	C. Compensation for Work on Holidays.....	50
<b>ARTICLE VII</b>	<b>REIMBURSEMENT PROGRAMS.....</b>	<b>51</b>
Section 1.	Mileage Reimbursement .....	51
Section 2.	Personal Property Reimbursement.....	51
<b>ARTICLE VIII</b>	<b>DISCIPLINARY AND PREDISCIPLINARY ACTIONS .....</b>	<b>52</b>
Section 1.	Reprimand or Denial of Merit Increase .....	52

Section 2.	Disciplinary Hearing for Suspension, Reduction, or Discharge.....	52
Section 3.	Right of Appeal.....	53
	A. Suspension.....	53
	B. Reduction.....	53
	C. Discharge.....	53
Section 4.	Polygraph Examination.....	54
Section 5.	Appeal Procedure.....	54
Section 6.	Referrals to Arbitration.....	56
Section 7.	General Provisions.....	57
<b>ARTICLE IX</b>	<b>GRIEVANCE PROCEDURE.....</b>	<b>60</b>
Section 1.	Scope of Grievances.....	60
Section 2.	Basic Rules.....	60
Section 3.	Submission of Grievances.....	61
Section 4.	Employee Representation.....	61
Section 5.	Time Off for Processing of Grievances.....	61
Section 6.	Informal Discussion.....	62
Section 7.	Formal Grievance Steps.....	62
Section 8.	Referrals to Mediation.....	63
Section 9.	Referrals to Arbitration.....	64
Section 10.	General Provisions.....	64
<b>ARTICLE X</b>	<b>LAYOFF PROCEDURE.....</b>	<b>66</b>
Section 1.	General Provisions.....	66
Section 2.	Order of Layoff.....	66
Section 3.	Computation of Layoff Points.....	67
Section 4.	Notification of Employees.....	67
Section 5.	Voluntary Reduction in Lieu of Layoff.....	67
Section 6.	Voluntary Reduction From Classes Designated as Vulnerable to Layoff.....	68
Section 7.	Reinstatement Lists.....	68
Section 8.	Status on Reinstatement.....	69
<b>ARTICLE XI</b>	<b>ON-THE-JOB INJURIES, WORKERS' COMPENSATION.....</b>	<b>71</b>
Section 1.	Medical Treatment.....	71
Section 2.	Disability Payments and Leave.....	71
	A. Employees Eligible for 4850 Benefits.....	71
	B. Employees Not Eligible for 4850 Benefits.....	72
Section 3.	Exposure to Contagious Diseases.....	73
<b>ARTICLE XII</b>	<b>SAFETY.....</b>	<b>74</b>
Section 1.	General Provisions.....	74
Section 2.	Safety Inspection.....	74
Section 3.	Safety Representative.....	75
Section 4.	Resolution of Safety or Health Complaints.....	75
<b>ARTICLE XIII</b>	<b>INSURANCE.....</b>	<b>76</b>
Section 1.	Health Plans.....	76
Section 2.	Retiree Medical Insurance Grant (" <b>Defined Benefit Plan</b> ").....	76
	A. Retiree Medical Insurance Grant.....	76
	B. Eligibility Requirements for Retiree Medical Insurance Grant ...	77
	C. <b>Employer Contribution (09/28/06)</b> .....	78

	D. <i>Employee Contribution (09/28/06)</i> .....	78
	E. <i>Survivor Benefits (09/28/06)</i> .....	79
Section 3.	<b>Defined Contribution Plan for Retiree Medical Benefits (09/28/06)</b> .....	79
Section 4.	<b>OCPPA Supplemental Retiree Medical Plan (05/23/02)</b> .....	79
<b>ARTICLE XIV</b>	<b>UNIFORMS, PROPERTY, SERVICES, AND EQUIPMENT</b> .....	<b>80</b>
Section 1.	Uniforms.....	80
Section 2.	Turnout Clothing and Equipment.....	80
<b>ARTICLE XV</b>	<b>RETIREMENT</b> .....	<b>81</b>
Section 1.	Eligibility .....	81
Section 2.	Employer’s Contribution .....	81
Section 3.	Cost-of-Living Adjustments.....	81
Section 4.	<b>Retirement Formula—3% at 50 (05/23/02)</b> .....	81
<b>ARTICLE XVI</b>	<b>DEFERRED COMPENSATION</b> .....	<b>82</b>
<b>ARTICLE XVII</b>	<b>PAYROLL DEDUCTION OF DUES AND INSURANCE PREMIUMS AND EMPLOYEE INFORMATION LISTING</b> .....	<b>83</b>
Section 1.	Payroll Deductions .....	83
Section 2.	Employee Information Listing .....	83
<b>ARTICLE XVIII</b>	<b>SEPARABILITY</b> .....	<b>84</b>
<b>ARTICLE XIX</b>	<b>MAINTENANCE OF MEMBERSHIP</b> .....	<b>85</b>
<b>ARTICLE XX</b>	<b>RECOGNITION</b> .....	<b>86</b>
<b>ARTICLE XXI</b>	<b>DEPENDENT CARE ASSISTANCE PROGRAM</b> .....	<b>87</b>
<b>ARTICLE XXII</b>	<b>MODIFICATION AND WAIVER</b> .....	<b>88</b>
<b>ARTICLE XXIII</b>	<b>TRANSFER OF FUNCTIONS</b> .....	<b>89</b>
<b>ARTICLE XXIV</b>	<b>COMPENSATION</b> .....	<b>90</b>
Section 1.	Base Salary Adjustments .....	90
Section 2.	Fire Pilot Range Adjustment.....	91
Section 3.	Fire Inspector II Reclassification to Fire Captain .....	91
Section 4.	Specialty Pay .....	91
	A. Paramedic Pay .....	91
	B. Bilingual Pay .....	92
	C. Hazardous Materials Pay.....	92
	D. Aircraft Rescue Firefighting (ARFF) Pay.....	93
	E. Educational Incentive Pay.....	93
	F. Urban Search and Rescue (USAR) Pay .....	94
	G. Staff Assignment Pay .....	94
	H. Emergency Medical Technician (EMT) Pay .....	94
<b>ARTICLE XXV</b>	<b>REOPENER</b> .....	<b>96</b>
<b>ARTICLE XXVI</b>	<b>MINIMUM STAFFING</b> .....	<b>97</b>

<b>ARTICLE XXVII</b>	<b>MANAGEMENT RIGHTS</b> .....	<b>98</b>
<b>ARTICLE XXVIII</b>	<b>STRIKES</b> .....	<b>99</b>
<b>ARTICLE XXIX</b>	<b>COMPENSATION POLICY—Labor Market Adjustment</b> .....	<b>100</b>
Section 1.	Intent .....	100
Section 2.	Effective Dates .....	100
Section 3.	Survey Agencies .....	101
Section 4.	Survey Criteria .....	101
Section 5.	Compensation Adjustment Methodology .....	102
<b>ARTICLE XXX</b>	<b>RELEASE TIME</b> .....	<b>103</b>
Section 1.	Release Time for Authority Business.....	103
Section 2.	Release Time for Association Business .....	103
<b>ARTICLE XXXI</b>	<b>EFFECT OF AGREEMENT</b> .....	<b>105</b>
	<b>CONTRACT SIGNATURES</b> .....	<b>106</b>
	<b>CONTRACT AMENDMENT SIGNATURES (05/23/02)</b> .....	<b>107</b>
	<b>CONTRACT AMENDMENT SIGNATURES (09/28/06)</b> .....	<b>108</b>
	<b>INDEX</b> .....	<b>109</b>
<b>APPENDIX A</b>	<b>BARGAINING UNIT CLASSIFICATIONS</b> .....	<b>115</b>
<b>APPENDIX B</b>	<b>SIDE AGREEMENTS</b> .....	<b>116</b>

## DEFINITIONS

The following terms as used in this Memorandum of Understanding shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

**APPROXIMATELY** shall mean, when it is used in relation to salaries or special pay provisions, a variance of not more than .0025.

**ASSOCIATION** shall mean the Orange County Professional Firefighters Association (OCPFA), IAFF - Local 3631, representing the Firefighter Unit.

**AUTHORITY** shall mean the Orange County Fire Authority (OCFA). The Authority is a joint powers agency that was created to discharge the functions of the Orange County Fire Department and which—effective March 1, 1995—became a successor organization to the Orange County Fire Department.

**BOARD** shall mean Board of Directors of the Authority.

**CONTINUOUS SERVICE** shall mean employment in a regular position, which has not been interrupted by resignation, discharge, or retirement. Official Leaves of Absence shall not constitute a break in continuous service. For those employees who transitioned from the County of Orange to Authority employment on March 1, 1995, continuous service shall include prior continuous service with the County of Orange.

**COUNTY** shall mean the County of Orange and special districts governed by the Board of Supervisors.

**DEPARTMENT HEAD** shall mean an executive manager of the Authority who is responsible for a department within the Authority (for example, Assistant Chief of Operations, Assistant Chief of Business Services, Assistant Chief of Fire Prevention, and Assistant Chief of Support Services.)

**DUAL REPORTING** shall mean a situation where, due to Authority error, two (2) or more employees are inadvertently scheduled for and report to the same assignment.

**DUTY WEEK** shall mean a fifty-six (56) hour average duty week work period.

**ELIGIBLE FORMER EMPLOYEE** shall mean an employee who meets the coverage and participation requirements set forth in Sections 3.2.1 and 3.2.2 of the Retiree Medical Plan at the time of his/her termination of employment with the Authority. ~~(09/28/06)~~

**ELIGIBLE RETIREE** shall mean a retiree who is receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS), who meets the coverage and participation requirements set forth in Section 3.1 and 3.2 of the Retiree Medical Plan, and whose coverage has not been terminated under Section 3.3 of the Retiree Medical Plan. ~~(09/28/06)~~

**EMERGENCY** shall mean an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, or a pressing necessity.

**EMPLOYEE** shall mean a person employed by the Authority and covered by terms of this Memorandum of Understanding, except where the natural construction of this Memorandum of Understanding indicates otherwise.

**FIRE CHIEF** shall mean the person who is the principal officer or employee of the Authority.

**FIREFIGHTER TRAINEE** shall mean a classification in which employees are hired and assigned to participate in a Firefighter Basic Training Recruit Academy.

**FISCAL YEAR** shall mean a period from July 1 through June 30.

**FULL-TIME EMPLOYEE** shall mean an employee employed in one or more regular or limited-term positions whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

**HUMAN RESOURCES DIRECTOR** shall mean the Human Resources Director or his/her designee.

**IAFF** shall mean International Association of Fire ~~Fighters~~fighters.

**LIGHT DUTY ASSIGNMENT** shall mean an assignment of duties not normally performed by an employee's classification, but necessitated by the employee's injury or illness.

**LIMITED-TERM EMPLOYEE** shall mean an employee employed in a limited-term position except where a regular position is converted to a limited-term position, the incumbent shall retain his/her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on Official Leave of Absence.

**LIMITED-TERM POSITION** shall mean a position, which the Authority has determined has no anticipated long-range funding or has uncertain future funding.

**LOCAL 3631** shall mean International Association of Fire Fighters, Local **3631**, *approved by the International Association of Fire Fighters as the successor to Local 1014.*~~(12/02/10)~~

**OCPFA** shall mean *Orange County Professional Firefighters Association, IAFF - Local 3631, approved by the International Association of Fire Fighters as the successor to Local 1014.*~~(12/02/10)~~

**PART-TIME EMPLOYEE** shall mean an employee employed in one or more regular or limited-term positions whose normally assigned work hours do not equal those required of a full-time employee.

**PERSONAL EMERGENCY** shall mean an unforeseen event or circumstance of a serious nature, which is beyond an employee's control and which necessitates the employee's absence from Authority duty. This includes—but is not limited to—those events and circumstances requiring the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his/her household.

**PRACTICABLE** shall mean economically feasible or reasonably able to accomplish.

**PREMIUM OVERTIME** shall mean authorized time worked, which is defined as overtime under the Fair Labor Standards Act (FLSA). For the purposes of meeting the FLSA overtime threshold per the work period provided in accordance with Section 7(k) of the FLSA, all paid leave hours shall be considered hours worked. Effective January 21, 2015, premium overtime shall be paid by the Authority for actual hours worked as well as all authorized leave time except for vacation and sick leave taken.

**PROBATIONARY EMPLOYEE** shall mean an employee who is serving a probation period and is employed in a regular or limited-term position.

**PROMOTION** shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class where the maximum step on the new salary range is at least one (1) full step higher than the maximum step of the old salary range.

**REASSIGNMENT** shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

**RECRUITING STEP** shall mean the first step of the salary range allocated to a class unless otherwise authorized by the Board or the Human Resources Director.

**REDUCTION** shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

**REEMPLOYED EMPLOYEE** shall mean an employee who is hired back by the Authority in accordance with the eligibility requirements identified in the OCFA Selection Rules and Appeals Procedure.

**REGULAR EMPLOYEE** shall mean an employee who is not on probation and is employed in a regular or limited-term position.

**REGULAR POSITION** shall mean a position established on a permanent year-round basis requiring work on a regular schedule unless otherwise authorized by minute order of the Board.

**SENIORITY** shall mean total continuous full-time equivalent service as a regular employee unless the context herein indicates otherwise.

**SERVICE** for the purpose of determining benefits under the Retiree Medical Insurance Grant shall mean service for the Authority and shall include service for the County of Orange, if the employee/retiree transitioned directly from County employment to Authority employment and has been continuously employed by the Authority from March 1, 1995, until retirement.

**SHIFT EMPLOYEE** shall mean an employee assigned to a fifty-six (56) hour average duty week.

**STAFF EMPLOYEE** shall mean an employee assigned to a forty (40) hour workweek.

**UNION** shall mean Orange County Professional Firefighters Association (OCPFA), IAFF - Local 3631, representing the Firefighter Unit.

**Y-RATE** shall mean a pay rate outside the assigned salary range of a class.

## ARTICLE I

### WORK HOURS, OVERTIME, AND PREMIUM PAY

#### Section 1. Work Hours

- A. The Work Period And Hours Regularly Assigned Per Calendar Week And Pay Period~~The official workweek or work period for employees shall be as follows:~~

##### 1. Employees Assigned to the 56 Hour Average Workweek

~~Employees assigned to the 56 hour average workweek shall be be Except as otherwise provided below, the official workweek for employees shall be fifty-six (56) hour average duty per week—~~ based on a three (3) platoon schedule. The work period for purposes of calculating overtime shall be twenty-four (24) calendar days in accordance with Section 7(k) of the Fair Labor Standards Act (FLSA). Pursuant to the ~~Fair Labor Standards Act (FLSA)~~, hours worked ~~—~~which exceed one hundred eighty-two (182) hours in ~~a the~~ twenty-four (24) calendar day work period—shall be premium overtime ~~paid in accordance with FLSA~~.

Effective Wednesday, January 21, 2015, at 0800 (the end of a 24 day work period) the work period for 56 hour average workweek employees shall change to a sixteen (16) day FLSA work period in accordance with Section 7(k) of the FLSA for one work period. Pursuant to the FLSA, hours worked which exceed one hundred and twenty one (121) hours in the (16) day work period shall be premium overtime paid in accordance with FLSA.

Effective Friday, February 6, 2015, at 0800 (the end of the 16 day work period) the work period for 56 hour average workweek employees shall change to a fourteen (14) day FLSA work period in accordance with Section 7(k) of the FLSA for one work period. Pursuant to the FLSA, hours worked which exceed one hundred and six (106) hours in the (14) day work period shall be premium overtime paid in accordance with FLSA. At that point in time, the FLSA work period will be in sync with the 14 day pay period.

##### 2. Employees Not Assigned to the 56 Hour Average Workweek

The workweek for employees who are not assigned to the average of 56 hour workweek shall be 40 hours per week. The work period for such employees assigned to other than a fifty-six (56) hour average duty per week schedule shall be twenty-eight (28) calendar days in accordance with Section 7(k) of the FLSA – (fire protection for all except law enforcement for investigators). This work period shall change to the 14 day FLSA work period effective January 23, 2015 at 0800. These eEmployees assigned to a forty (40) hour workweek shall be entitled to two (2) regularly scheduled consecutive calendar days off and shall receive premium overtime for— hHours worked in excess of eighty (80) hours in each fourteen (14) day pay period shall be premium overtime as provided herein. For purposes of determining premium overtime for hours worked within the twenty-eight (28) calendar day work period, paid time off— other than paid leave given pursuant to California Labor Code, Section 4850— shall be calculated as hours worked. The pay period shall begin on a Friday at 12:00 a.m. and end the second Thursday thereafter at 11:59 p.m.

The Authority agrees to give these employees a seven (7) calendar day advance notice of a shift change whenever practicable.

In addition, these employees shall not be permitted to work more than sixteen (16) consecutive staff hours except in an emergency situation.

#### B. Hours Worked – All Employees

For purposes of determining if an employee is entitled to premium overtime, actual work hours as well as all hours paid including paid time off given pursuant to California Labor Code 4850 paid time off including paid time given pursuant to California Labor Code Section 4850 shall be calculated as hours worked. (12/02/10) Effective January 21, 2015 vacation and sick leave hours taken shall no longer count as hours worked for the purposes of calculating premium overtime. All other paid hours shall continue to be counted as time worked for the purposes of calculating premium overtime.

Notwithstanding, the previous sentence, effective January 21, 2015, whenever an employee is force hired (as defined in the SOP currently numbered AM 103.16) to work overtime, those hours will be paid at the rate of one and one half the employee's regular rate of pay as defined by the FLSA regardless of whether the employees' work hours exceed the FLSA overtime threshold.

1. For purposes of determining premium overtime, paid time off including paid time given pursuant to California Labor Code Section 4850 shall be calculated as hours worked. (12/02/10)

1. The work period may be established on a pay period basis starting on a Friday and ending on the second Thursday thereafter. Such employees who occupy full-time positions shall be scheduled to work eighty (80) hours in each work period and scheduled days off shall fall on at least two (2) consecutive calendar days. Work ordered and performed in excess of eighty (80) hours of paid time in a work period shall be overtime.

The Authority may modify the work period. Prior to such modification, the Authority shall notify Local 3631 of the proposed changes. Upon request, the Authority shall discuss proposed changes in the work period with Local 3631. The Authority shall provide written notification to Local 3631 of at least fourteen (14) calendar days prior to placing the changes in effect.

#### C. 48/96 Work Schedule For Employees Assigned to the Average 56 Hour Workweek

Effective Wednesday January 21, 2015 at 0800, all employees assigned to the average of a 56 hour workweek shall be assigned to the 48/96 work schedule. According to the already published platoon schedule, January 20, 2015 is scheduled as a "B" shift day and January 21, 2015 is scheduled as a "C" shift day. To implement the 48/96 work schedule, January 21, 2015, the first day of the new 48/96 work schedule, will become a "B" shift day. For each day thereafter, the platoon schedule will be as follows: CCAABB. Thus, January 22 and 23, 2015 will be "C" shifts, January 24 and 25, 2015 will be "A" shifts and January 26 and 27 will be "B" shifts. The result will be that for the transitional 16 day FLSA work period (the parties have agreed that the 16 day FLSA work period will go into effect on the same day as the 48/96 work period - two of the three platoons will be scheduled to work five shifts and one of the platoons will be scheduled to work six shifts. Effective February 6, 2015, the fourteen (14) day FLSA work period will go into effect. Two of the three platoons will be

scheduled to work five shifts and one of the platoons will be scheduled to work four shifts. The only exception to this will be that the parties agree that December 24 and 25<sup>th</sup> will not have the same shift. For 2015, since "C" shift would fall on both December 24<sup>th</sup> and 25<sup>th</sup>, the "B" shift scheduled for December 23<sup>rd</sup> will be a "C" shift, and the "C" shift scheduled for December 24<sup>th</sup> will be a "B" shift. If 48/96 continues in the future, if the shift schedule for a particular calendar year shows that the same shift would be scheduled to work on December 24 and 25<sup>th</sup>, the Association will advise the Authority how it wants the shifts changed. The change will be accommodated as long shifts being changed are in the same FLSA work period, do not cause one shift to work three shifts in a row and do not go into the next calendar year.

The 48/96 work schedule will be considered to be on a trial period for eighteen months. The Association agrees that it will notify the Authority no later than February 22, 2016 as to whether it wants the 48/96 work schedule to continue past the eighteen months. If the Association wants the 48/96 work schedule to continue, it will be the work schedule into the future unless and until either or both parties wish to change the work schedule through collective bargaining. If the Association notifies the Authority by February 22, 2016 that it no longer wants the 48/96 work schedule, the parties shall determine a mutually acceptable date to return to the work schedule that was in effect on January 20, 2015 prior to the effective date of the 48/96 work schedule. In the event that the parties cannot agree on a mutually acceptable date to transition back to the work schedule that was in effect on January 20, 2015, the Authority shall implement the change back to the work schedule that was in effect on January 20, 2015 in the first work period beginning after July 21, 2016. If the Association does not notify the Authority by 5:00 p.m. on February 22, 2016, as to whether it wants the 48/96 to continue, the parties agree that the 48/96 work schedule will continue and not end on the first work period beginning after July 21, 2016.

B.D. Except as otherwise provided, no employee shall be employed in one or more positions, full-time or part-time, more than the total number of hours for the employee's work period as defined in Section 1.A., of this Article, except on overtime authorized by the department.

~~C. The Authority agrees to give forty (40) hour workweek employees a seven (7) calendar day advance notice of a shift change whenever practicable.~~

D.E. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election—provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.

~~E. No forty (40) hour workweek employee shall be permitted to work more than sixteen (16) consecutive hours except in an emergency situation.~~

## **Section 2. Rest Periods, Sleep Periods, Cleanup Time, and Meal Periods**

A. The Fire Chief shall have the authority to establish rules and regulations concerning sleep periods, rest periods, cleanup time, and meal periods.

B. Personnel assigned to strike teams who travel eight (8) consecutive hours or more during their return to the County of Orange, shall be released from duty upon the disbanding of their assigned strike team. Employees whose

regular duty shift is scheduled on the day of the return shall be released from duty for the remainder of the shift and will receive full compensation for the remainder of that shift. ~~(12/02/10)~~

**Section 3. Treatment of Salary and Benefits for Employees Assigned to a Shift Duty Week**

- A. An employee assigned to a shift duty week shall be compensated at the equivalent of an average fifty-six (56) hour duty week for all salary and benefits described within this Memorandum of Understanding. Computations for salary, vacation, sick leave, premium pay, overtime, retirement benefits, and specialty pay shall be based upon the average weekly hours of fifty-six (56) hours per week.

Effective January 21, 2015, employees assigned the average of 56 hour workweek shall be compensated for the sixteen (16) day work period for hours worked (as defined in this MOU in Article I, Section 1(B)). Computations for salary, vacation, sick leave, premium pay, overtime, retirement benefits, and specialty pay shall be based upon the sixteen day work period.

Effective February 6, 2015, employees assigned the average of 56 hour workweek shall be compensated for each fourteen (14) day work period for hours worked (as defined in this MOU in Article I, Section 1(B)). Computations for salary, vacation, sick leave, premium pay, overtime, retirement benefits, and specialty pay shall be based upon each fourteen day work period/pay period.

1. In calculating years of service credit for retirement, shift employee hours shall be converted by a factor of one and four-tenths (1.4). The one hundred and twelve (112) average hours worked in a pay period will be transmitted to retirement as eighty (80) hours.
- B. During major emergencies, all activities related to the emergency are considered to be suppression assignments for both shift employees and forty (40) hour workweek employees, except that duties performed by forty (40) hour workweek personnel during their regularly assigned hours will be compensated at the employee's regular hourly rate.
- C. During a major emergency, Section 3.A. and 3.B., of this Article, shall not apply to employees in the class of Heavy Fire Equipment Operator or to employees who regularly perform the duties of Fire Crew Supervisor, Public Information Officer, or Investigator—provided such employees are performing their regular duties during such major emergency.

**Section 4. Overtime**

- A. Notification of Employees—If, in the judgment of the Authority, work beyond the normal workday, workweek, or work period is required, the Authority will notify any employee who may be asked or required to perform such overtime

of the apparent need for such overtime whenever practicable prior to when the overtime is expected to begin.

- B. Distribution of Overtime: The procedures covering the distribution of overtime to employees in the Firefighter Unit are thoroughly and satisfactorily covered in the OCFA Standard Operating Procedures (currently numbered - AM 103.16 Staffing Procedures).

Disputes regarding misinterpretation or misapplication of the provisions contained herein shall be subject to the grievance procedure in accordance with the provisions of this Agreement.

~~Distribution of Overtime—When the Authority determines overtime is required, it shall be distributed in the following order of priorities: Voluntary premium overtime work shall be assigned in accordance with procedures that will, as nearly as possible, distribute premium overtime evenly among employees of the Firefighter Unit who volunteer for such overtime assignments, are of the same rank, and are qualified and capable of performing the work as determined by the Authority.~~

~~If overtime is required and the availability of employees identified in Section 4.B.1., of this Article, has been exhausted, the Authority may order premium overtime work and will, when practicable, assign such overtime work in accordance with procedures that will, as nearly as possible, distribute such overtime evenly among employees of the Firefighter Unit capable of performing the work as determined by the Authority. The Authority shall have the right to require the performance of overtime work, including requiring employees to remain at work after conclusion of their shift until relief is available.~~

- C. Overtime Cap:

An overtime cap shall be implemented effective April 1, 2015. The procedures covering the overtime cap are thoroughly and satisfactorily covered in the OCFA Standard Operating Procedures (currently numbered - AM 103.16 Staffing Procedures, revised effective November 1, 2014.

- DC. Payment for Overtime

1. Overtime for staff employees assigned to a forty (40) hour workweek shall be compensated at one and five-tenths (1.5) times the basic hourly rate. Shift employees assigned to a fifty-six (56) hour average duty week shall be compensated at the fifty-six (56) hour average duty week equivalent and based on the employee's hourly rate as determined by Section 1.A.1. and 1.A.2., of this Article. Effective January 21, 2015, shift employees assigned to the average 56 hour workweek will receive overtime for hours worked in excess of the overtime threshold of 121 hours including leave time taken other than vacation and sick leave in the transitional sixteen (16) day FLSA work period. Effective February 6, 2015, shift employees assigned to the average 56 hour workweek will receive overtime for hours worked in excess of the overtime threshold of 106 hours including leave

time taken other than vacation and sick leave in their fourteen (14) day FLSA work period.

4.

2. For shift personnel, fringe benefits, merit eligibility dates, and probation periods shall be calculated on the basis of a fifty-six (56) hour average duty week. Overtime outside the basic fifty-six (56) hour average duty week shall not be used to earn fringe benefits or to count toward probation or merit increase periods. Effective January 21, 2015, shift employees assigned to the 56 hour average workweek shall receive fringe benefits, merit eligibility dates, and probation periods based on the hours worked in their defined sixteen (16) day FLSA work period. Overtime outside the sixteen (16) day FLSA work period shall not be used to earn fringe benefits or to count toward probation or merit increase periods. Effective February 6, 2015, shift employees assigned to the 56 hour average workweek shall receive fringe benefits, merit eligibility dates, and probation periods based on the hours worked in their defined fourteen (14) day FLSA work periods. Overtime outside the fourteen (14) day FLSA work period shall not be used to earn fringe benefits or to count toward probation or merit increase periods.
3. Premium overtime shall be compensated at one and five-tenths (1.5) times the employee's basic hourly rate.
4. Fair Labor Standards Act (FLSA) will be mandated as long as it is applicable to the Authority.
5. Unless waived by the parties, employees' work schedules shall not be changed during the workweek in progress when the purpose of such change is to avoid overtime.
6. When a shift employee is assigned on his/her scheduled day off to work a non-shift overtime assignment in a work environment where he/she is not assigned to participate in emergency responses, the overtime rate for that non-shift overtime assignment shall be as provided for forty (40) hour workweek employees in Section 4.C.1., of this Article. Such overtime shall not be used to earn fringe benefits or to count toward probation or merit increase periods.
7. A shift employee working an overtime assignment as described in Section 4.C.6., of this Article, who is directed to respond to a major emergency shall be paid for overtime related to the emergency in accordance with Section 4.C.1. or Section 4.C.3., of this Article, whichever is applicable.
8. The Authority agrees to pay all backfill and overtime pay in accordance with the FLSA. within the same pay period worked. For the period between November 1, 2014 and February 6, 2015, overtime will continue to be paid as it has been in the past. Since the FLSA work period and pay period will be in sync effective February 6, 2015, from that date forward, all overtime earned during the work period shall be paid by the pay day following the end of the work period.

D. Dual Reporting for Overtime

1. Dual reporting situations are not subject to the call-back provisions of Section 5.B., of this Article.
2. When two (2) employees report for the same shift, fifty-six (56) hour average duty week, assignment due to an Authority error, one (1) shall be assigned to work. The unassigned employee shall be released from work and compensated for his/her work/travel time to a maximum of two (2) hours at the overtime rate for shift employees as provided herein.
3. If two (2) employees report for the same shift, fifty-six (56) hour average duty week, assignment for reasons other than Authority error, one (1) shall be assigned to work; the unassigned employee shall not be compensated.

**Section 5. On-Call Pay and Call-Back Pay**

A. On-Call Pay

1. When an employee is assigned on-call duty by the department, the employee shall be informed in writing, in advance whenever practicable, of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his/her basic hourly rate for such assignment.
2. On-call duty requires the employee so assigned to (1) be reachable by telephone or other communications device, (2) be able to report to work in a reasonable time, and (3) refrain from activities which might impair his/her ability to perform assigned duties.
3. When a shift or staff employee has been placed on-call on his/her scheduled day off because he/she is required to be a witness in a matter directly related to his/her assigned duties as an Authority employee or as an employee for a fire agency that was transitioned into the Authority and such an employee is not a party to the litigation, the on-call compensation provided herein shall not be subject to the provisions of Section 3.A., of this Article.

B. Call-Back Pay

1. When a shift employee who works a fifty-six (56) hour average duty week returns to work because of an Authority request made after the employee has completed his/her normal work shift and left the work station, the employee shall be credited with five and six-tenths (5.6) hours work plus any hours of work in excess of five and six-tenths (5.6) hours in which the employee continuously engaged in work for which he/she was called back.
2. When a staff employee who works a forty (40) hour workweek returns to work because of an Authority request made after the employee has completed his/her normal work shift and left the work station, the

employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he/she was called back.

3. When a fifty-six (56) hour duty week employee returns to work as provided above, and such return occurs two (2) hours or less before the established starting time of the employee's next shift, he/she shall be compensated for two and eight-tenths (2.8) hours. ~~(09/28/06)~~
4. When a forty (40) hour workweek employee returns to work as provided above, and such return occurs two (2) hours or less before the established starting time of the employee's next shift, he/she shall be compensated for two (2) hours. ~~(09/28/06)~~
5. Call-back for employees assigned to a forty (40) hour workweek shall be paid at one and five-tenths (1.5) times the basic hourly rate, except that call-back to perform suppression activities shall be paid at the employee's basic hourly rate as determined in accordance with Section 3.B., of this Article.
6. Call-back shall be paid at the employee's basic hourly rate.
7. There shall not be any duplication or pyramiding of rates paid under this Section, except as provided in Section 5.B.2., of this Article.

## ARTICLE II

### PAY PRACTICES

#### **Section 1. Compensation for Employees**

- A. Employees shall receive compensation at the biweekly or hourly rate for the range and step assigned to the class in which they are employed per Appendix C.

#### **Section 2. Pay for New Employees**

- A. The Human Resources Director may authorize the appointment of employees at any of the first seven steps 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 a step higher than Step 7 of the 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. Merit Increase Within Range**

- A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the employee's supervisor with the approval of the next level supervisor.
- B. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date, which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence, other than a Military Leave, the imposition of a suspension, or the granting of a light duty assignment, as a result of a non-occupational injury, shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave, suspension, or light duty assignment as a result of a non-occupational injury. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence, suspensions, or light duty assignments as a result of a non-occupational injury. ~~(12/02/10)~~
- C. An employee in a part-time regular or limited-term position who has been assigned to a fifty-six (56) hour average duty week and who has not completed one thousand four hundred fifty-six (1,456) paid hours exclusive of overtime by his/her first merit increase eligibility date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand four hundred fifty-six (1,456) paid hours exclusive of overtime. Likewise, an employee in a part-time regular shift position or limited-term shift position who has not completed two thousand

nine hundred twelve (2,912) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his/her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand nine hundred twelve (2,912) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

- D. An employee in a part-time regular or limited-term position who has been assigned to a forty (40) hour workweek and who has not completed one thousand forty (1,040) paid hours exclusive of overtime by his/her first merit increase eligibility date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1,040) paid hours exclusive of overtime. Likewise, an employee in a part-time regular staff position or limited-term staff position who has not completed two thousand eighty (2,080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his/her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2,080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and part-time service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.
- E. An employee on light duty assignment due to an occupational injury, or an employee on leave pursuant to California Labor Code Section 4850 will have his/her merit review extended by the same number of calendar days that the employee is on light duty assignment or 4850 leave. Any merit increase received by the employee at the completion of the extended review period will be made retroactive to the original merit review date. ~~(12/02/10)~~
- F. Merit increases may be granted for one (1), two (2), three (3), and four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step increase.
- G. The determination as to whether or not to grant merit increases beyond Step 9—and if granted, in what amounts—shall be within the discretion of the immediate supervisor with the approval of the next level supervisor and shall be based on merit.
- H. If, in the Authority's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the Authority shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit increase eligibility date. The employee may be reevaluated at any time. However, in any event, the employee shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The

employee's merit increase eligibility date shall not be changed by such deferral.

- I. Should an employee's merit increase eligibility date be overlooked through an error and—upon discovery of the error—the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.

#### **Section 4. Salary on Promotion**

- A. Except as modified by Section 4.B. and Section 4.C., of this Article, a regular, limited-term, or probationary employee promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a five and five-tenths (5.5) percent increase on the range over the salary received prior to the promotion not to exceed the top step of the range. A new merit increase eligibility date shall be established, which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class.
- B. Any employee who is promoted to a class from which he/she was previously reduced without a salary decrease shall be placed at a salary step no higher than the step 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. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.
- C. An employee who is promoted to a Firefighter Unit class from which the employee was previously reduced with a salary decrease in order to become a Paramedic Firefighter shall be placed at a salary step in accordance with Section 4.C.1. or Section 4.C.2., of this Article, whichever is higher:
  1. Placement at the same salary step the employee previously held in the class to which he/she is being promoted
  2. Receipt of a pay increase closest to a five and five-tenths (5.5) percent pay increase on the range over the salary received prior to the promotion, not to exceed the top step of the range

A new merit increase eligibility date shall be established, which shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class.

#### **Section 5. Salary on Reassignment**

- A. When a regular, limited-term, or probationary employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status he/she would have achieved if the employee had been in the new class throughout the period of such service in the old class.

- B. When a regular, limited-term, or probationary employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps, and the employee shall retain his/her former merit increase eligibility date, except as provided in Section 5.E., of this Article. Such employee shall have the same probation status he/she would have achieved if the employee had been in the new class throughout the period of such service in the old class.
- C. When a regular or limited-term regular employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status he/she would have achieved if the employee had been in the new class throughout the period of such service in the old class.
- D. When a probationary or probationary limited-term employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status, and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- E. When a regular, limited-term, or probationary employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps, his/her salary and merit increase eligibility date shall be determined by the Human Resources Director.

**Section 6. Salary on Reduction**

- A.
  - 1. When a probationary employee, an employee who has been on temporary promotion, or a regular employee who was promoted to a limited-term position at the direction of the Fire Chief is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3., of this Article, or the employee's salary and merit increase eligibility date may be determined by the Human Resources Director.
  - 2. When a promotional probationary employee, an employee who has been on a temporary promotion, or a regular employee who was promoted to a limited-term position at the direction of the Fire Chief is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date he/she would have achieved if the employee had remained in the lower class throughout the period of his/her service in the higher class.
- B. When a regular or limited-term regular employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range that would be the closest amount to a two (2) step reduction, or the employee shall receive the maximum step of the salary range of the new class, whichever is lower. The employee's merit increase eligibility date shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class unless the employee thereby is placed at the recruiting step of the

new salary range. In which case, the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

- C. When a regular or limited-term employee in good standing is reduced to a position in a lower class for physical disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new salary range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain his/her merit increase eligibility date.
- D. When a regular, limited-term, or probationary employee is reduced as the result of a position reclassification, the applicable salary shall be determined as follows:
  - 1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.
  - 2. If the salary of the employee is greater than the maximum of the new class, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee or until the period of calendar time indicated in the schedule below has elapsed, whichever is sooner. If—at the end of the specified period indicated below—the salary of the employee still exceeds the maximum of the new salary range, the salary of the employee shall be reduced to the maximum salary for the new class.

**Y-RATE SCHEDULE**

<b><u>Years of Full-Time Continuous Service</u></b>	<b><u>Duration of Y-Rate</u></b>
Less than 5 years	2 years from the date of reclassification
5 years but less than 10 years	3 years from the date of reclassification
10 years but less than 15 years	4 years from the date of reclassification
15 years but less than 20 years	5 years from the date of reclassification
20 years but less than 25 years	6 years from the date of reclassification
25 years or more	7 years from the date of reclassification

3. When an employee on Y-Rate accepts a voluntary reduction, his/her salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

**Section 7. Salary on Reclassification**

- A. The salary of a regular, limited-term, or probationary employee whose position is reclassified shall be determined as follows:
  1. If the position is reclassified to a class with the same salary range, the employee's salary, merit increase eligibility date, and probationary status remain the same as in the former class.
  2. If the recruiting step is higher, the employee's salary shall be advanced the number of steps difference between recruiting steps.
  3. If the recruiting step is lower, the regular or regular limited-term employee's salary remains the same.
  4. A probationary or probationary limited-term employee reclassified to a class with a lower recruiting step shall have the same salary, step status, probation status, and merit increase eligibility date as he/she would have achieved if the employee had been in the new class throughout the period of such service in the old class.
- B. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Section 4.A. or 4.B., of this Article.
- C. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Section 6.D., of this Article.

**Section 8. Salary on Reemployment**

- A. A person who is reemployed in the Firefighter Unit may, upon approval of the Human Resources Director, be appointed at a step higher than the recruiting step, but no higher than the step the person received at the time of separation unless appointment is at an advanced step or rate pursuant to Section 2.B., of this Article.
- B. A former employee on paid retirement may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

**Section 9. Changes in Salary Allocation**

- A. If a class is reassigned to a higher salary range, each employee in the class shall be compensated at the same step in the new salary range as the employee was receiving in the range to which the class was previously assigned. However, if a class is reassigned to a lower salary range, the salary

of each employee shall be determined in accordance with Section 6.D., of this Article.

## **ARTICLE III**

### **EMPLOYEE PROVISIONS**

#### **Section 1. Selection Procedures**

- A. The Authority shall meet with the Union and consider its concerns prior to the establishment of selection procedures for the positions of Fire Apparatus Engineer and Fire Captain.
- B. Prior to initiating the testing process, the Authority shall designate an expiration date for the eligibility list. The eligibility list may be extended by mutual agreement of the parties.
- C. Provided a sufficient number of members of the Firefighter Unit apply for and receive a passing score to fill existing vacant positions, all promotions to compete for or be appointed to the positions of Fire Apparatus Engineer and Fire Captain shall be limited to qualified non-probationary Firefighter Unit members. All promotions to the position of Fire Apparatus Engineer and Fire Captain shall be based on merit, which will be identified by a numerical score. The numerical score will be the final score the candidate receives after the testing process is completed.
- D. The testing process for the positions of Fire Apparatus Engineer and Fire Captain shall consist of—but not be limited to—a written examination, practical examination, assessment center, simulator, and/or verification of a required certification. Minimum experience requirements for promotions shall be:
  - 1. Fire Apparatus Engineer: Two (2) years experience as a full-time career Firefighter, who has completed probation as a Firefighter at the time of application.
  - 2. Fire Captain: Five (5) years experience as a full-time career Firefighter or Fire Apparatus Engineer or a combination of the two, who has completed probation as a Firefighter at the time of application.
- E. Based on the numerical scoring system, those candidates receiving a passing score will be considered for filling vacancies as follows:
  - 1. After the final scores are calculated, candidates will be grouped and ranked by final scores in the order of highest score to lowest. Each score group will be comprised of candidates who achieved an identical final score in the testing process. The Authority will notify each candidate of his/her group within the scoring hierarchy.
  - 2. Upon receipt of a request to fill a vacancy, the Human Resources Director will certify the top five (5) score groups for the purpose of selecting a qualified candidate. At any time during the consideration process, should the request to fill vacancies exceed one (1), the Human Resource Director

will add—for selection consideration—an additional score group for each additional request. This procedure is illustrated by the following example.

*Example: If a request is made to fill one (1) vacancy, the five (5) highest score groups will be reviewed for the purpose of selecting a qualified candidate to fill the one (1) vacancy. Should the request be made for two (2) vacancies, the six (6) highest score groups will be reviewed for the purpose of selecting qualified candidates to fill the two (2) vacancies. Should the request be made for three (3) vacancies, the seven (7) highest score groups will be reviewed for the purpose of selecting qualified candidates to fill the three (3) vacancies.*

3. As each score group is depleted, the next highest score group, which has not yet been considered, will be added to the candidate pool for selection consideration. This will be done to ensure the proper number of score groups is maintained for selection consideration, as identified in Section 1.E.2., of this Article.
  4. The above process will continue until the eligibility list expires or there remains less than five (5) score groups.
- F. Appeals regarding candidate placement on the eligibility list are outside the scope of the Grievance Procedures. Disputes regarding candidate placement on the eligibility list will be processed through the OCFA Selection Rules and Appeals Process.

## **Section 2. Time Off for Selection Procedures**

- A. With approval of the Fire Chief, a regular, limited-term, or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations, and interviews required by the Human Resources Director during working hours for the purpose of determining eligibility for movement to another class in the Authority service.

## **Section 3. Probation**

- 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 in a regular or limited-term position—shall be placed on new probation 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 Shift Employee (Fifty-six [56] hour average duty week)

A new or reemployed employee—who has been out of Authority service for more than two (2) years in a part-time regular shift position or limited-term shift position—shall be placed on new probation for two thousand nine hundred twelve (2,912) paid hours exclusive of overtime,

ending with the first day of the pay period following completion of said period.

3. Part-Time Staff Employee (40 hour workweek)

A new or reemployed employee—who has been out of Authority service for more than two (2) years in a part-time regular staff position or limited-term staff position—shall be placed on new probation for two thousand eighty (2,080) paid hours exclusive of overtime, ending with the first day of the pay period following completion of said period.

4. A regular or reemployed employee—in a regular or limited-term position in the class of Firefighter Trainee—shall be placed on probation for a period equal to the completion of the Firefighter Basic Training Recruit Academy.

B. Promotional Probation

1. A full-time or part-time employee who is promoted shall be placed on promotional probation except as provided in Section 3.B.2. and 3.B.4., of this Article. All promotional probation shall end with the first day of the pay period following completion of the promotional probation period.

a. A full-time employee shall be placed on promotional probation for fifty-two (52) weeks from the date of promotion.

b. A part-time shift employee assigned to a fifty-six (56) hour average duty week shall be placed on promotional probation for two thousand nine hundred twelve (2,912) paid hours exclusive of overtime. A part-time staff employee assigned to a forty (40) hour workweek shall be placed on promotional probation for two thousand eighty (2,080) paid hours exclusive of overtime.

c. When an Authority employee who is employed in a classification not covered by the provisions of this Memorandum of Understanding is appointed to the Firefighter Unit classification of Firefighter Trainee, such employee shall be placed on promotional probation for a period equal to the completion of the Firefighter Basic Training Recruit Academy.

d. When a full-time employee promotes from Firefighter Trainee to another class covered by the provisions of this Memorandum of Understanding, such employee shall be placed on promotional probation for fifty-two (52) weeks from the date of promotion. A part-time shift employee (assigned to a fifty-six [56] hour average duty week) promoting from Firefighter Trainee to another classification covered by the provisions of this Memorandum of Understanding, shall be placed on promotional probation for two thousand nine hundred twelve (2,912) paid hours exclusive of overtime. A part-time staff employee (assigned to a forty [40] hour workweek) promoting from Firefighter Trainee to another class covered by the provisions of this Memorandum of Understanding, shall be placed on promotional

probation for two thousand eighty (2,080) paid hours exclusive of overtime.

2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher classification and the classification from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.
3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the Fire Chief is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that classification.
4. Notwithstanding any other provision of this Agreement, when an employee who has been on temporary promotion to a Firefighter Unit classification is promoted to that same classification without returning to his/her former class, the time served in the temporary promotion shall be credited towards the promotional probation period.

C. Failure of Probation

1. New Probation

- a. An employee on new probation may be released from service at any time without right of appeal or hearing except where an employee alleges his/her release was the result of discrimination by the Authority because of a protected status as defined by the existing Fair Employment and Housing Act or other applicable law. In the case of such allegations, the employee may submit a grievance at Step 2 of the grievance procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of new probation.

2. Promotional Probation

- a. An employee on promotional probation may be failed at the sole discretion of the Authority at any time without right of appeal or hearing except where an employee alleges his/her failure of promotional probation was the result of discrimination as described in Section 3.C.1., of this Article. In case of such allegations, the employee may submit a grievance at Step 2 of the grievance procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of promotional probation.
- 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 class of Firefighter Trainee for the purpose of training for 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. A regular employee who accepts promotion to a limited-term position, other than at the direction of the Fire Chief, shall not have the right to return to his/her former class.

- d. If the employee's former class has been deleted or abolished, he/she shall have the right to return to a class closest to—but no higher than—the salary range of the class the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.

#### D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited-term positions, except as in Article IV, Section 2.D., part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements.
2. When the Fire Chief or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and, when practicable, shall be discussed with the employee. A probation period may not be extended, except as provided in Section 3.E., of this Article. 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. The granting of an Official or a Military Leave of Absence, the imposition of a suspension, or the granting of a light duty assignment to an employee shall cause the employee's probation period to be extended by the length of the Official Leave, suspension, or light duty assignment, or by the length of the Military Leave in excess of fifteen (15) calendar days. The extended probation period resulting from the Official or Military Leave of Absence, suspension, or light duty assignment shall end with the first day of the pay period after said extended date.
2. The Human Resources Director shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure that is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the Authority receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section and he/she has served a probationary period longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Directors.
3. Upon the recommendation of the Assistant Chief/Department Head or his/her designee or at the request of the employee with the concurrence of the Assistant Chief/Department Head or his/her designee, the probation

period of an employee may be extended at the discretion of the Human Resources Director for a period not to exceed ninety (90) calendar days provided such action is approved by the Human Resources Director before the normal probation period is completed. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

4. The Human Resources Director shall extend the probationary period of employees with an employment authorization document having an expiration date that would occur after the end of the probation period. Such probation periods shall be extended to coincide with the expiration date of the employment authorization document. In the event an employee's probationary period is extended by the provisions of this Section and he/she serves a probationary period longer than the normal probation period, such an employee may fail probation during the extended period only for failure to obtain a new, valid employment authorization document by the expiration date of the expiring employment authorization document.

#### **Section 4. Performance Evaluation**

- A. The Authority shall maintain a system of employee performance ratings designed to give a fair and equitable 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 regular and limited-term, full-time and part-time employees. Performance evaluations will occur at least once each year. In addition for employees on probationary status, performance evaluations will occur at least once near the middle of their probation period. (12/02/10)
- B. Performance evaluations rated substandard shall be grievable through the grievance process up to and including binding arbitration. However, when more than a total of three (3) grievances for all unit members involving substandard performance evaluations are submitted to arbitration within a calendar year, the appealing party(s) shall bear the full cost of the arbitrator starting with the fourth appeal to arbitration. ~~(12/02/10)~~
- C. The Authority shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- D. 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 5. Intra-Departmental Transfers**

- A. The Authority shall maintain a fair and equitable intra-departmental transfer system that gives consideration to the following factors:
  - Employee request
  - Employee qualifications for specialized assignments
  - Seniority
  - Departmental needs

**Section 6. Shift Exchange Policy**

- A. Time exchanges may be voluntarily undertaken between two (2) employees upon approval of the employees' immediate supervisors and Battalion Chief prior to such exchange.
- B. Responsibility for arrangement for the repayment of such time rests with the employees involved.
- C. No obligation shall be placed upon the Authority for repayment of time voluntarily traded or repaid between employees.

**Section 7. Seniority**

- A. Except as provided in Section 7.C., of this Article, the provisions of this Section shall not be used for any purpose or be applicable to any other provision of this Agreement.
- B. Except for employees transitioning pursuant to Section 7.F., of this Article, seniority shall mean continuous full-time equivalent service as a regular employee with the Orange County Fire Department and/or the Authority, which has not been interrupted by resignation, discharge, or retirement. For employees transitioning pursuant to Section 7.F., of this Article, seniority shall mean continuous employment with the transitioning fire service agency in a full-time, regular position, which has not been interrupted by resignation, discharge, or retirement and for which the employee has accrued public safety retirement system credit exclusive of any credit for overtime. Suspensions and unpaid leaves of absence shall not be considered a break in service.
- C. Unless otherwise provided, all regular full-time employees who have successfully completed new probation shall be placed on a seniority list. Seniority for employees hired on the same date will be determined by their ranking in their Academy class at the end of probation, and ties will be broken by lottery. If a tie occurs between a date a new employee is hired into an Academy and a date an employee is reemployed after a break in Authority service, the reemployed employee will be placed on the list ahead of the Academy employee(s). This seniority list shall be used for the sole purposes of:
  - 1. Transfers, as provided in Section 5., of this Article; vacation scheduling, as provided in Article V, Section 14.D.5., of this Article; scheduled backfill, as provided by Authority procedures; and/or for all employees who transition pursuant to Section 7.F., of this Article.
- D. Seniority credit shall be calculated as follows:
  - 1. Two thousand nine hundred twelve (2,912) hours credit shall be given for each continuous year of service with the Orange County Fire Department and/or the Authority. Credit hours totaling seven and ninety-eight

hundredths (7.98) hours shall be given for each calendar day of service for any partial year of continuous service with the Orange County Fire Department and/or the Authority. This credit shall apply to seniority as used in this Section and represents a conversion from an eighty (80) hour work period to a one hundred and twelve (112) hour work period.

- E. Former California Department of Forestry employees who became employees of the Orange County Fire Department on or before July 1, 1980, shall receive seniority credit pursuant to Section 7.D., of this Article, for all continuous regular full-time service with the California Department of Forestry.
- F. Except as provided in Section 7.F.1., of this Article, employees—who became employees of the Authority as the result of the Authority taking over responsibility for the provision of fire services for their former employer—shall receive seniority credit pursuant to Section 7.B. and 7.D., of this Article, for all eligible continuous regular full-time service with their former public fire service.
  - 1. Pursuant to Section 7.B., 7.D., and 7.F., of this Article, seniority credit shall be granted to the most senior transitioning employees up to the number of positions created within the Firefighter Unit, as the result of responsibility for the provision of fire services being taken over by the Authority. Transitioning employees in excess of this number shall be placed on the seniority list in descending order of service hours. As former employees from the transitioning cities retire or otherwise separate from Authority service, the next most senior of the excess personnel shall be granted seniority credit for his/her continuous service with the transitioning city.
- G. An updated seniority list will be distributed (1) annually in November and (2) as soon as possible following the transition of a new agency to the Authority.
  - 1. If this updated list, which is necessitated by the transition of a new agency, is not finalized and distributed at the transition, the Authority shall meet with representatives of the Association to resolve the issue.
- H. An updated seniority list will be prepared as soon as possible whenever an employee's placement on the seniority list is changed pursuant to an agreement between the parties or as a result of a grievance resolution under Article IX or disciplinary appeal resolution under Article VIII.
- I. An updated seniority list will be prepared as soon as possible whenever an employee's placement on the seniority list changes pursuant to Section 7.F.1., of this Article, or whenever additional employees are added to the seniority list.
- J. The Authority and the Association agree that positions created as a result of new agency membership in the Authority will be available to all employees in the corresponding classification(s) based upon their seniority, as provided in Section 7., of this Article.

- K. The number of new positions created in the Firefighter Unit (suppression and staff) will be determined by agreement with the new contract agency, depending upon the level of service for which they have contracted. The number of employees by classification to be transitioned to the Authority will be determined by the number of newly created positions in each class. The new contract agency is responsible for identifying personnel who will transition in each classification, up to the number of positions created. Contract agency employees in excess of the number of positions that are created in each classification within the Firefighter Unit by the transitions, at the discretion of the Authority, may be offered employment. Any such offers would be at the rank of Firefighter. Unless otherwise set forth in this Agreement, employees transitioning to the Authority as a result of such new agency membership shall be entitled to no preferential rights.

**Section 8. Contents of Personnel File**

- A. Adverse statements prepared by the Authority shall not be included in an employee's official personnel file unless a copy is provided to the employee.
- B. An employee shall have the right to inspect and review the contents of his/her official personnel file at reasonable intervals.
- C. An employee shall have the right to inspect and review the contents of his/her official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his/her suspension or discharge from Authority service.
- D. Letters of reference and reports regarding criminal investigations concerning the employee shall be excluded from the provisions of Section 8.B. and 8.C., of this Article.
- E. An employee shall have the right to respond in writing or personal interview to any information contained in his/her official personnel file. Such reply will become a permanent part of such employee's official personnel file.
- F. 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, court, or impartial hearing officer unless the particular item is otherwise required by law to be kept.

## ARTICLE IV

### EMPLOYMENT PROVISIONS

#### **Section 1. Temporary Promotion**

- A. A regular, probationary, or limited-term shift employee who is assigned on a temporary basis to a higher level vacant regular or limited-term shift position may be promoted on a temporary basis to that class, provided he/she meets the qualifications of the position, when such employee has been assigned to the higher class for two hundred twenty-four (224) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class unless the employee requests to be reassigned to his/her former class. In such a case, the employee shall be reassigned within five (5) working days.
- B. The Authority may, at its option, waive the two hundred twenty-four (224) hour requirement when it is necessary to utilize a regular or limited-term shift employee in a higher level vacant regular or limited-term shift position for a period that is expected to be at least two hundred twenty-four (224) consecutive regularly scheduled hours but less than one (1) year.
- C. Except as provided in Article III, Section 3.B.4., an employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he/she would have achieved if the employee had remained in the lower class throughout the period of his/her service in the higher class.
- D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his/her former class and department. A temporary promotion shall not exceed a period of one (1) year.

#### **Section 2. Status of Limited-Term Employees**

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except those contained in the LAYOFF PROCEDURE, which accrue to employees in regular positions.
- B. A regular employee who transfers, promotes, or reduces to a limited-term position on a voluntary basis and not at the direction of the Fire Chief shall become a limited-term regular employee.
- C. All limited-term employees who transfer to permanent funded positions shall maintain their original hire date for purposes of vacation and Sick Leave accrual, retirement, layoff, and new employee probation.
- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the

incumbent shall be removed from the payroll except as provided in Section 2.E., of this Article.

- E. Regular employees who transfer, promote, or reduce to limited-term positions at the direction of the Fire Chief shall retain their former status and retain their layoff benefits in their former layoff unit. The Fire Chief shall make such an order in writing prior to the date of transfer, promotion, or reduction.

**Section 3. Reemployment of Employees on Disability Retirement**

- A. The Authority will counsel and advise employees retired for physical disability about reemployment opportunities with the Authority.
- B. Employees retired for physical disability who, within two (2) years from date of retirement or date their disability retirement is discontinued, request and qualify for positions in the Authority service shall be placed on the AUTHORITY PREFERRED ELIGIBLE LIST with respect to such positions. They will be placed on such List in chronological order of retirement, following the last person on layoff status. They will remain on such List for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that:
  1. A person appointed to a regular position in the Authority service shall be removed from the List;
  2. A person who, on two (2) separate occasions, rejects or fails to respond within three (3) work days to offers of employment in a class for which he/she is qualified shall be removed from the List;
  3. A person who, on three (3) separate occasions, declines referral for interviews in a class for which he/she is qualified shall be removed from the List.

**Section 4. Reemployment of Regular Employee**

- A. A regular employee who leaves Authority employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on Departmental Leave for such period of time.

**Section 5. Reduction Within the Firefighter Unit**

- A. Nothing within this Agreement shall allow a reduction to or reinstatement in the position of Fire Apparatus Engineer, unless the employee previously held the position.

**Section 6. Non-Discrimination Clause**

- A. The Authority and the Association agree that neither of them shall discriminate against any employee because of race; color; sex; age; national origin; political or religious opinion or affiliations; or for participating in or refusal to participate in protected, concerted Union activities.

**ARTICLE V**

**LEAVE PROVISIONS**

**Section 1. Sick Leave**

- A. Accumulation of Sick Leave—will be in accordance with the following schedule:

**Staff employees regularly assigned to a forty (40) hour workweek**

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. <u>Effective November 14, 2014, the sick leave accrual rate is increased to .04963</u>

**Shift employees regularly assigned to a fifty-six (56) hour average duty week**

HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 through 8,736.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid
8,736.01 or more regularly scheduled hours	0.0462 hours for each regularly scheduled work hour paid. <u>Effective November 14, 2014, the sick leave accrual rate is increased to .04963</u>

- B. 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.

- C. Permitted Uses of Sick Leave

1. Sick Leave may be applied to:

- a. Absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.
  - b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the employee's supervisor. 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.
  - c. Absence when the employee's presence is needed to attend to the serious illness of a member of his/her immediate family. For each occurrence, such absence shall be limited to a maximum of twenty-four (24) working hours for staff employees assigned to a forty (40) hour workweek or two (2) twenty-four (24) hour shifts for shift employees assigned to a fifty-six (56) hour average duty workweek. Additionally, once each calendar year, an employee may use up to five-tenths (0.5) of his/her annual Sick Leave accrual rate in any one instance. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent, or legal ward.
2. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the following conditions:
- a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his/her normal duties.
  - b. 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.
  - c. The Authority shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - d. Upon the employee's return to work, the employee must furnish the Authority with a certificate signed by a licensed physician, a registered nurse or recognized health care provider stating the nature of the medical condition and the period of disablement.
3. Absence from duty because of personal emergencies shall be limited to a maximum of sixteen (16) working hours for staff employees assigned to a forty (40) hour workweek or one (1) shift for shift employees assigned to a fifty-six (56) hour average duty week during the fiscal year.

D. Prohibited Uses of Sick Leave

1. Sick Leave shall not be applied to absences caused by illness or injury to a member of the employee's family except as provided in Section 1.C.1.d., of this Article.

2. For forty (40) hour workweek employees, Sick Leave shall not be applied to absences that occur on an Authority observed holiday.

E. 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, medical condition, 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.
3. 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</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. Notwithstanding the provisions of Section 1.E.3.a., of this Article, an employee hired prior to July 15, 1977, who—as of the date of request—is eligible for Tier I paid retirement and who has given irrevocable written notice of his/her intent to retire within thirty (30) calendar days, may request that a payoff of his/her accumulated Sick Leave be made to his/her deferred compensation account with the Authority to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of Section 1.E.3.a., of this Article. Such payoff shall be made prior to the effective date of the employee's retirement.
4. Employees hired on or after July 15, 1977, shall not be eligible for any benefits provided by Section 1.E.3., of this Article.

F. Sick Leave for Transitioning Employees

1. When presenting another agency a proposal for fire protection services, the Authority may offer the agency the opportunity to purchase up to

fifty-six (56) hours of Sick Leave credit for each employee transitioning to the Authority assigned to a fifty-six (56) hour average duty week and forty (40) hours of Sick Leave credit for each employee assigned to a forty (40) hour workweek.

**Section 2. California Department of Forestry Sick Leave Balances**

- A. A former State employee with a Sick Leave balance transferred from the State shall have such balance maintained separately from his/her Authority Sick Leave balance. The State Sick Leave balance shall not be utilized except where the Authority Sick Leave balance is exhausted.

**Section 3. Bereavement Leave**

- A. Upon request, regular, limited-term, or probationary employees shall receive necessary time off with pay, not to exceed three (3) days in any one (1) instance, to arrange for or attend a funeral of a member of their immediate family; employees assigned to a fifty-six (56) hour average duty week shall receive up to three (3) consecutive calendar days. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent, or legal guardian.

**Section 4. Authorized Leave Without Pay**

- A. Authority Leave

- 1. Upon request, a regular, limited-term, or probationary employee may be granted an Authority Leave Without Pay for a period 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 4.B.4., 4.B.5., and Section 10.A., of this Article. 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

- 1. Upon request, a regular, limited-term, or probationary 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 Section 4.B.2. and 4.B.3., of this Article. Such Leave may be taken only after an employee's completion of an Authority Leave request provided that granting of a Leave shall not be a prerequisite to a request for Official Leave. The Fire Chief may require that all or a portion of compensatory time and vacation be used prior to granting such Leave.
- 2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Fire Chief, except that requests for Official Leave, which qualify as Family Leave pursuant to applicable law, shall be granted to the extent required by such law. If the Fire Chief denies the

extension of such Leave, Section 4. and Section 5., of this Article, shall not apply.

3. Upon request, an employee who has requested and identified a valid need for Family Leave pursuant to Section 12., of this Article, and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after an employee's completion of an Authority Leave request and after all accumulated compensatory time and vacation accruals have been applied toward payment of the absence. In addition, where appropriate under the provisions of Section 1.B., of this Article, the employee may be required to apply all Sick Leave accruals toward payment of the absence before an Official Leave will be authorized.
4. An employee shall give notice two (2) weeks prior to the date he/she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks notice or the maximum notice allowable under applicable law. 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.
5. 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~~ ~~Services~~ ~~Manager~~, the Department Head/Assistant Chief, and the employee.
6. If the Human Resources Director modifies or does not approve a request for Official Leave, 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 Board. Upon such request, the Human Resources Director shall forward a copy of the request for Official Leave to the Board for final determination. The employee and the Department Head/Assistant Chief shall notify the Human Resources Director whether he/she will submit his/her position in a written statement or wishes to appear before the Board. The Human Resources Director may present his/her position in the same manner as the employee presents his/her position. The Board, at its discretion, may designate a representative(s) to decide such appeals. The decision on such appeals shall be final.
7. An Official Leave shall not be deemed a break in Authority service.

C. General Provisions

1. A request for a 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. A request for Leave of Absence Without Pay shall normally be initiated by the employee. It may be initiated by the employee's Battalion Chief or Section Manager only where the employee is unable to initiate such action, except in cases where the provisions of Section 10.A., of this Article, apply.

**Section 5. Official Leave for Non-Occupational Disability**

- A. A regular, limited-term, or probationary employee shall be granted, upon request, an Official Leave of Absence Without Pay for up to six (6) months for a non-occupational disability, including disabilities related to pregnancy and childbirth, provided the employee meets the following conditions:
  1. A medical statement covering diagnosis, prognosis, expected date of return, and period of disability shall be submitted with the Leave request.
  2. Such Leave shall begin after all accrued Sick Leave, compensatory, and vacation time has been applied toward the absence.
  3. Unless otherwise required by law, the shift employee has been paid for eight thousand seven hundred thirty-six (8,736) regularly scheduled hours or more. The staff employee has been paid for six thousand two hundred forty (6,240) regularly scheduled hours or more.
- B. If additional Leave is desired, the employee shall request additional Leave in accordance with Official Leave, Section 4.B., of this Article.
- C. An employee shall not be entitled to more than one (1) such Leave per twelve (12) month period.

**Section 6. Absences Caused by Medical Conditions**

- A. An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to medical condition, shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician designated by the Authority.

**Section 7. Jury Duty Leave**

- A. A regular, limited-term, or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty, which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the Financial Services Manager. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions in Article I.

**Section 8. Witness Leave**

- A. A regular, limited-term, or probationary 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 at his/her regular rate of pay 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 ~~Financial~~ ~~Services~~ Manager. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

**Section 9. Absence Without Authorization**

- A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days for staff employees or two (2) consecutive duty shifts for shift employees, shall be considered an automatic resignation from Authority employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, he/she may request specific authorization from the Fire Chief prior to the expiration of the time limit specified in Section 9.A., of this Article.
- C. When an employee has been absent without authorization and the Authority plans to invoke the provisions of Section 9.A., of this Article, at least ten (10) calendar days prior to accepting and entering an automatic resignation, the Authority shall send written notice to the employee's last known address by certified mail with return receipt requested, and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:
1. A statement of the Authority's intention to accept and enter the employee's automatic resignation and its effective date
  2. A statement of the reasons for considering the employee to have automatically resigned
  3. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action
  4. A statement of the employee's right to representation
  5. A copy of the automatic resignation provisions, which apply to the employee
  6. A statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the employee has waived any right to appeal the automatic resignation

- D. An automatic resignation shall not be accepted and entered if the employee: (1) responds to the notice before the effective date; (2) provides an explanation satisfactory to the Authority as to the cause of the unauthorized absence and the reasons for failing to obtain an authorized leave and submits any pertinent documentation to substantiate such reasons; and (3) is found by the Authority to be ready, able, and willing to resume the full duties of his/her position.
- E. An employee who is permitted to continue his/her employment pursuant to Section 9.C. and/or 9.D., of this Article, shall not be paid for the period of his/her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Authority determines it is appropriate to use Sick Leave, compensatory time, vacation, or other paid Leave to cover the absence.
- F. Notwithstanding any other provision of this Section, the Authority may rescind an automatic resignation.
- G. Automatic resignations shall not be considered a discharge under the provisions of Article VIII, DISCIPLINARY AND PRE DISCIPLINARY ACTIONS.

**Section 10. Workers' Compensation Leave**

- A. When an injury is determined to be job-related in accordance with Article XI, ON-THE-JOB INJURIES, WORKERS' COMPENSATION, a regular, limited-term, or probationary employee shall be placed on Workers' Compensation Leave upon exhaustion of 4850 benefits.
- B. Workers' Compensation Leave shall continue until the employee does one (1) of the following:
  1. Is determined to be physically able to return to work by an Authority-designated physician
  2. Is determined to be physically able to return to work with medical restrictions, which the Authority can accept
  3. Accepts employment outside the Authority
  4. Accepts employment in another Authority position
  5. Has retired pursuant to appropriate Government Code provisions

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 under the provisions of Section 9., of this Article.

- C. An employee on Workers' Compensation Leave and/or 4850 Leave must give notice two (2) weeks prior to the date he/she wants to return to work. If an employee does not give two (2) weeks 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 such notice is given; however, the Authority may waive the notice or reduce the notice period at its discretion.

- D. For employees on Workers' Compensation Leave, merit increase eligibility dates, probation periods, and performance evaluation dates shall be treated as if the employee were on Official Leave.

#### **Section 11. Parenthood Leave**

- A. A regular, limited-term, or probationary employee shall be granted—upon request—a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or placement for legal adoption of a child, provided the employee meets the following conditions:
  - 1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child
  - 2. Sufficient documentation of such birth or placement for legal adoption of a child is submitted with the request for Leave
  - 3. Such employee has completed new probation
  - 4. All accrued vacation and compensatory time have been applied toward the absence
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
- C. Sick Leave must be applied toward any portion of the absence, which qualifies under Section 1.C.1., of this Article, provided the employee has furnished the Authority with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Non-occupational Disability Leave for the term of disability, as provided in Section 5., of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.
- F. For employees on Parenthood Leave, merit increase eligibility dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

#### **Section 12. Family Leave**

- A. General Provisions
  - 1. Family Leave shall be granted to the extent required by law for the following situations:
    - a. An employee's serious health condition as provided in Section 5., of this Article

- b. The birth of a child or placement of a child for adoption or foster care as provided in Section 11., of this Article
  - c. Employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent, or a child of an employee standing in "loco parentis" who is either under eighteen (18) years old or an adult dependent child incapable of self-care because of mental or physical disability
2. Employees must request and identify their need for Family Leave. When an employee requests Family Leave, he/she shall have the choice of using his/her accrued leave balances for the purpose of continuing salary and benefits while on Family Leave, or the employee may choose to take Leave Without Pay. Requests for Family Leave may also fall under the provisions of Sections 4., 5., and 11., of this Article.
  3. The Authority shall determine if a request for Family Leave is valid within the parameters of applicable law.
  4. When a request for Family Leave is approved and the employee has elected to use accrued leave hours, the employee shall determine in what order he/she wishes to apply such time. The use of Sick Leave shall be restricted to those circumstances qualifying under the provisions of Section 1.C., of this Article.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the Authority with thirty (30) calendar days' notice of his/her intent to take Family Leave.
2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he/she learns of the need for Family Leave.
3. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, or spouse, the employee shall—to the extent practicable—schedule treatment and/or care in a way that minimizes disruption to Authority operations.

C. Verification

1. The Authority may require certification from the health care provider, which states (1) the date on which the condition commenced, (2) the probable duration of the condition, (3) an estimate of time that the employee needs to be off, and (4) the employee cannot perform his/her duties because of condition (if leave is for own serious health condition) or that care is needed (if leave is for child, spouse, or parent).

2. The Authority may require a medical statement covering diagnosis, prognosis, and expected date of return.
3. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.

**Section 13. 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, stepparent, brother, sister, wife, husband, child, stepchild, grandparent, or legal guardian) must:
  1. Have a catastrophic medical condition requiring the employee to be on unpaid Leave.
  2. Exhaust all 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. It must include a brief statement of the nature of the illness or injury and an estimated time the employee will be unable to work.
- B. Request for Additional Donations
  1. Employees who receive donations under this procedure and who exhaust all donated Sick Leave may request an additional donation period subject to the provisions of Section 13.A.2., of this Article.
- 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 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; Sick Leave may not be donated.

5. Donations must be a minimum of two (2) hours, but cannot exceed eight (8) hours per staff employee (forty [40] hour workweek), or a minimum of three (3) hours, but cannot exceed twelve (12) hours per shift employee (fifty-six [56] hour average duty week); all donations must be made in whole hour increments.

All donations shall be irrevocable.

6. Employees wishing to donate time to the eligible employee must provide the following:
  - a. The donating employee's name, OCFA Employee Number~~social security number~~, and department name
  - b. The number of hours of vacation/compensatory time he/she wishes to donate within the limitations of Section 13.C.5., of this Article
  - c. The name, department, and class title of the eligible employee to whom the time is being donated
  - d. A statement from the donating employee indicating he/she understands the donation of time is irrevocable
  - e. The donating employee's signature authorizing the transfer of the donated time to the eligible employee

Note: Donation authorizations that do not contain all the above information shall not be processed.

7. At the close of the donation period, the Financial Services Section shall verify the hourly salary of the donating employee and confirm that each donating employee has accrued time balances sufficient to cover the designated donation.
8. The Financial Services Section 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 will first be added to the recipient's accrued vacation, to the maximum permitted under Section 14.C., of this Article. The balance of the donated converted hours will then be added to the recipient's Sick Leave account. These donated vacation and Sick Leave hours will 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 will be treated as if on an Official Leave of Absence for purposes of probation and merit increase eligibility.

**Section 14. Vacation**

A. Accumulation of Vacation

1. Accumulation of vacation will be in accordance with the following schedule:

**Staff employees regularly assigned to a forty (40) hour workweek**

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 year	2,080.00 regularly scheduled hours	80 hours total
After 1 year but less than 3 years	2,080.01 through 6,240.00 regularly scheduled hours	0.0385 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	0.0577 hours for each regularly scheduled hour paid
After 10 years	20,800.01 or more regularly scheduled hours	0.077 hours for each regularly scheduled hour paid

**Shift employees regularly assigned to a fifty-six (56) hour average duty week**

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 year	2,912.00 regularly scheduled hours	112 hours total
After 1 year but less than 3 years	2,912.01 though 8,736.00 regularly scheduled hours	0.0385 hours for each regularly scheduled hour paid
After 3 years but less than 10 years	8,736.01 through 29,120.00 regularly scheduled hours	0.0577 hours for each regularly scheduled hour paid

After 10 years	29,120.01 or more regularly scheduled hours	0.077 hours for each regularly scheduled hour paid
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B. Vacation Credit

1. 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 Credit

1. For full-time staff employees working a forty (40) hour workweek, maximum accruals at any one (1) time with less than ten (10) years of full-time continuous service shall be two hundred forty (240) hours or a prorated amount equal to six (6) weeks of vacation for part-time employees. The maximum allowable vacation credit at any one (1) time for a full-time staff employee with ten (10) or more years of full-time continuous service shall be three hundred twenty (320) hours and a prorated amount equal to eight (8) weeks of vacation for part-time employees.
2. For full-time shift employees working a fifty-six (56) hour average duty week, maximum accruals at any one (1) time with less than ten (10) years of full-time continuous service shall be three hundred thirty-six (336) hours or a prorated amount equal to six (6) weeks of vacation for part-time employees. The maximum allowable vacation credit at any one (1) time for a full-time shift employee with ten (10) or more years of full-time continuous service shall be four hundred forty-eight (448) hours and a prorated amount equal to eight (8) weeks of vacation for part-time employees.

D. General Provisions

1. Not more than eighty (80) hours for staff employees assigned to a forty (40) hour workweek or one hundred twelve (112) hours for shift employees assigned to a fifty-six (56) hour average duty week of paid time may be credited toward accumulation of vacation credit in any pay period.
2. An Official Leave of Absence shall cause the aforementioned ten (10) years of full-time Authority service to be postponed a number of calendar days equal to the Official Leave.
3. Additional vacation earned during the period of vacation may be taken consecutively with the approval of the Fire Chief.
4. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
5. Vacations shall be scheduled for employees insofar as practicable while meeting staffing levels on the basis of employee requests. In cases of

conflict among requests, vacation assignments will be made on the basis of seniority.

6. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article V, Section 1.C.5.
7. No employee shall be required to return to work for the Authority in any capacity during the time of his/her paid vacation from the Authority service, except in cases of emergency.
8. 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.
9. During each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to fifty-six (56) hours for shift employees or forty (40) hours for staff employees each or one (1) increment of up to one hundred and twelve (112) hours for shift employees or eighty (80) hours for staff employees. An employee who is within fifteen (15) hours for staff employees and twenty-one (21) hours for shift employees of the applicable maximum allowable vacation credit set forth in Section 14.C., of this Article, may request to be paid for one (1) additional increment of up to one hundred twelve (112) hours for shift employees or eighty (80) hours for staff employees in each fiscal year.

E. Vacation Time for Transitioning Employees

1. When presenting another agency a proposal for fire protection services, the Authority may offer the agency the opportunity to purchase up to forty (40) hours for staff or fifty-six (56) hours for shift employees of vacation for each employee transitioning to the Authority.

## ARTICLE VI

### HOLIDAYS

#### **Section 1. Holidays Observed**

A. 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

#### **Section 2. Shift Employees (Fifty-Six [56] Hour Average Duty Week)**

A. Holiday Compensation

1. For each holiday listed in Section 1.A., of this Article, a shift employee shall receive eleven and two-tenths (11.2) hours of holiday pay. Of the eleven and two-tenths (11.2) hours of holiday pay, the employee will receive ten and five-tenths (10.5) hours of holiday pay and seven-tenths (0.7) hours of holiday pay will be designated to a Union Time Bank for Union release time in accordance with Article XXX, Section 2.
2. Employees will be paid in the pay period the holiday occurs.
3. Full-time employees who are on a pay status during the pay period, which includes March 1 of each fiscal year during the term of this Memorandum of Understanding, shall be paid two and eight-tenths (2.8) hours of spring holiday time at the end of the pay period which 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 paid one and four-tenths (1.4) hours of pay.

B. Eligibility for Holiday Pay

1. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay.

2. A new employee whose first working day is the day after a holiday shall not be paid for the holiday.
3. An employee who elects paid Authority retirement on a holiday shall be paid for the holiday.
4. 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.
5. Only regular, limited-term, and probationary employees shall be eligible for holiday pay.

**Section 3. Staff Employees (Forty [40] Hour Workweek)**

A. Holiday Compensation

1. For each holiday listed in Section 1.A., of this Article, each full-time employee scheduled to work—but permitted to take the day off—shall receive (a) seven and five-tenths (7.5) hours pay computed at the employee's hourly base rate and (b) five-tenths (0.5) hours of such holiday time will be designated to an Union Time Bank for Union release time in accordance with Article XXX, Section 2. A part-time employee scheduled to work—but permitted to take the day off—shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of eight (8) hours of holiday pay.
2. When a holiday listed in Section 1.A., of this Article, falls on the employee's regular scheduled day off, the employee shall receive (a) seven and five-tenths (7.5) hours of holiday pay computed at the employee's hourly base rate and (b) five-tenths (0.5) hours of such holiday time will be designated to an Union Time Bank for Union release time in accordance with Article XXX, Section 2.
3. When a holiday falls on a Sunday, the next day—Monday—shall be observed as the holiday.
4. When either 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 will be paid in the pay period the holiday occurs.
6. Full-time employees who are on a pay status during the pay period, which includes March 1 of each fiscal year during the term of this Memorandum of Understanding, shall be paid for two (2) hours of spring holiday time at the end of the pay period which 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 paid one (1) hour of pay.

B. Eligibility for Holiday Pay

1. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday to receive holiday pay.
2. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
3. An employee who elects paid Authority retirement on a holiday shall be paid for the holiday.
4. 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.
5. Only regular, limited-term, and probationary employees shall be eligible for holiday pay.

C. Compensation for Work on Holidays

1. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall, in addition to his/her regular pay, receive holiday pay for each hour worked to a maximum of eight (8) hours at his/her hourly base rate. Work performed on a holiday, which is overtime as defined in Article I, Section 1., shall be compensated as provided in Article I, Section 4.C.
2. Holidays that occur during an employee's vacation period shall not be charged against the employee's vacation balance.

## ARTICLE VII

### REIMBURSEMENT PROGRAMS

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

- A. Subject to the current vehicle rules and regulations established by the Board, an employee 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 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.

#### **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 value, 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**

The provisions addressing tuition reimbursement set forth in the OCFA Personnel and Salary Resolution at Part 1, Article III shall apply, with the exception of the maximum reimbursement amounts. Effective November 1, 2014 the maximum reimbursement an employee can receive through the program for any one fiscal year is \$2,000.00.

## ARTICLE VIII

### **DISCIPLINARY AND PREDISCIPLINARY ACTIONS**

Section 1. Written Reprimand, Denial of Merit Increase, Reduction in Salary or Transfer for Purpose of Punishment ~~(12/02/10)~~

- A. No regular, limited-term regular, or promotional probationary employee shall receive a written reprimand or denial of merit increase or reduction in salary except for reasonable cause. ~~(12/02/10)~~
- B. A written reprimand, ~~or~~ denial of merit increase, reduction in salary, or transfer for purpose of punishment may be appealed through this appeal procedure. Such appeal shall be initiated at Step 1 of this procedure. ~~(12/02/10)~~

### **Section 2. Disciplinary Hearing for Suspension, Reduction, or Discharge**

- A. In (a) suspending a regular, limited-term regular, or promotional probationary employee for more than forty (40) regularly scheduled hours (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour shifts (if assigned to a fifty-six [56] hour average duty week) or (b) reducing a regular or limited-term regular employee for reasons of unsatisfactory performance or physical disability or (c) discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least fourteen (14) calendar days prior to the effective date of the proposed action. Such written notice shall contain:
  - 1. A description of the proposed action and its effective date(s)
  - 2. A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based
  - 3. Copies of material on which the proposed action is based
  - 4. A statement of the employee's right to respond—either orally or in writing—prior to the effective date of such proposed action
  - 5. A statement of the employee's right to representation
  - 6. A statement of the employee's right to appeal should such proposed action become final
- B. In suspending a regular, limited-term regular, or promotional probationary employee for forty (40) regularly scheduled hours or less (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour shifts or less (if assigned to a fifty-six [56] hour average duty week), the above notice requirements shall be complied with—if practicable—prior to the effective date of the suspension and, in any event, not more than fourteen (14) calendar days after the effective date of the suspension.

- C. Prior to the effective date of such suspension of more than forty (40) regularly scheduled hours (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour shifts (if assigned to a fifty-six [56] hour average duty week) or reduction or discharge, an employee will be given an opportunity to respond—either orally or in writing at the employee's option—to a designated Authority representative, who has the authority to make an effective recommendation on the proposed disciplinary action.
- D. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.
- E. An employee may represent himself/herself or may be represented by Local 3631 in the disciplinary process.
- F. An employee and his/her representative shall receive written notice either sustaining, modifying, or canceling a proposed discharge on or prior to the effective date of such action.
- G. An employee and his/her representative shall receive written notice either sustaining, modifying, or canceling a proposed suspension or reduction prior to the effective date of such action.
- H. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Section 3., of this Article.

**Section 3. Right of Appeal**

- A. Suspension
  - 1. No regular, limited-term regular, or promotional probationary employee shall be suspended except for reasonable cause.
  - 2. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
  - 3. An appeal of suspension will be initiated in accordance with Section 5., of this Article.
- B. Reduction
  - 1. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.
  - 2. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.
  - 3. An appeal of reduction to a position in a lower class will be initiated in accordance with Section 5., of this Article.
- C. Discharge

1. No regular or limited-term regular employee shall be discharged except for reasonable cause.
  2. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
  3. An appeal of discharge will be initiated in accordance with Section 5., of this Article.
- D. Failure of the employee to comply with the time limits set forth in this Article shall signify that the employee has waived his/her right to further process the appeal, and the disciplinary action will stand as intended/administered. Failure by the Authority representative to timely respond under this Article shall permit the employee to progress the appeal to the next step.
- E. The time limits for appeals, set forth in this Article, may be extended by mutual agreement between the Authority representative and employee or his/her representative.

#### **Section 4. Polygraph Examination**

- A. No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating an employee offered to take, took, or refused to take a polygraph examination, unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind, regarding an employee's offer to take or refusal to take or the results of a polygraph examination, be admissible in any judicial or administrative proceeding of any kind. ~~(12/02/10)~~
- B. For the purpose of this section, "polygraph" shall mean a lie detector, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

#### **Section 5. Appeal Procedure**

- A. All Step 1 and Step 2 appeals must be submitted to the Human Resources Director or the employee's Battalion Chief within the time limits outlined in this Article. If the appeal is submitted to the employee's Battalion Chief, a copy will be forwarded to the Human Resources Director. Submission of the appeal may be via mail, hand delivery, or fax; postmarks shall be accepted. Fax deliveries must be received no later than 5:00 p.m. on the last day allowable under the provisions of this Article. Any suspension, reduction, or discharge imposed by the Fire Chief may be submitted directly to arbitration in accordance with Section 6., of this Article. Any notification of intent to discharge or probationary release, where the employee is alleging unlawful discrimination, may be submitted directly to Step 2 of this procedure. To facilitate submittal of appeals, Local 3631 shall have the right to submit an appeal in the name of the employee at the employee's request. ~~(12/02/10)~~

## 1. STEP 1

- a. Written Reprimand, or Merit Increase Denial - Battalion Chief, Section Manager, Division Manager, or Division Chief (12/02/10)

Upon receipt of a written reprimand, or denial of a merit increase, an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Human Resources Director or Battalion Chief for a meeting to address the matter. The Human Resources Director will schedule a meeting with the appropriate Battalion Chief, Section Manager, or Division Chief to hear the employee's presentation. After hearing the employee's presentation, the Battalion Chief, Section Manager, or Division Chief will issue a written determination within fourteen (14) calendar days. (12/02/10)

- b. Suspension/Reduction, Reduction in Salary, or Transfer for Purpose of Punishment - Assistant Chief (12/02/10)

Upon receipt of a notice of intent involving suspension or reduction, reduction in salary, or transfer for purpose of punishment an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Human Resources Director or Battalion Chief for a meeting to address the charges in the notice. The Human Resources Director will schedule a meeting with the appropriate Assistant Chief to hear the employee's presentation. After hearing the employee's presentation, the Assistant Chief will issue a written determination relative to the intended action within fourteen (14) calendar days. (12/02/10)

## 2. STEP 2

- a. Written Reprimand, or Merit Increase Denial - Assistant Chief ~~(12/02/10)~~

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 or Battalion Chief. Within fourteen (14) calendar days of receipt of the appeal at Step 2, the appropriate Assistant Chief will meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision will be provided to the appellant and his/her representative. ~~(12/02/10)~~

- b. Suspension/Reduction, Reduction in Salary or Transfer for Purpose of Punishment or Probationary Release Alleging Unlawful Discrimination or Discharge—Fire Chief or Deputy Fire Chief ~~(12/02/10)~~

Suspension/Reduction—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 Fire Chief or, if designated, the Deputy Fire Chief will meet with the appellant and his/her

representative. Within fourteen (14) calendar days thereafter, a written decision will be provided to the appellant and his/her representative.

Probationary Release Alleging Discrimination or Discharge—If the employee receives a notice of intent to discharge or is alleging his/her probationary release is due to unlawful discrimination, the employee may begin his/her appeal process at Step 2 by submitting a written appeal to the Human Resources Director within fourteen (14) calendar days of receipt of such written notification. Within fourteen (14) calendar days of receipt of the appeal, the Fire Chief or, if designated, the Deputy Fire Chief will meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision will be provided to the appellant and his/her representative. ~~(12/02/10)~~

## **Section 6. Referrals to Arbitration**

- A. If the suspension, reduction, or discharge is imposed by the Fire Chief, the employee may submit the matter directly to arbitration in accordance with Section 6., of this Article.
- B. If the employee does not agree with the outcome at Step 2 regarding a suspension, reduction, or discharge, the employee may appeal the matter to arbitration by submitting the appeal to the Human Resources Director within fourteen (14) calendar days from the date of receipt of such Step 2 decision. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the appeal.
- C. All disciplinary appeals shall be signed by the appellant or his/her representative of the Association and shall be submitted in writing.
- D. Finding of Facts and Remedies
  - 1. An arbitrator may sustain, modify, or rescind an appealed disciplinary action as follows and subject to the following restrictions:
    - a. All Disciplinary Actions

If the arbitrator finds the disciplinary action was taken for reasonable cause, he/she shall then determine if the disciplinary action imposed on the employee was appropriate. The arbitrator shall have the right, and the responsibility, to modify the discipline if, in his/her opinion, it is not appropriate.
    - b. Suspension/Reduction

If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision and consistent with Section 6.E., of this Article.
    - c. Discharges

- If the arbitrator finds the order of discharge should be modified, the appellant shall be restored to a position in his/her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the appellant was removed from duty, as determined by the arbitrator and consistent with Section 6.E., of this Article.
- If the arbitrator finds the order of discharge should be rescinded, the appellant shall be reinstated in a position in his/her former class and shall receive pay and fringe benefits for all of the period of time he/she was removed from duty and consistent with Section 6.E., of this Article.

**d. Reduction in Salary**

If the arbitrator finds that the reduction in salary was not appropriate, he/she shall determine the appropriate remedy. ~~(12/02/10)~~

**e. Transfer for Punishment**

If the Arbitrator finds the transfer was not appropriate, he/she shall determine the appropriate remedy. ~~(12/02/10)~~

**E. Restriction on Remedies**

1. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance, applicable taxes and withholdings, and outside earnings the appellant received since the date of discharge.

**F. Probationary Releases Alleging Discrimination**

1. The issues to be submitted to the arbitrator in appeals filed pursuant to Article VIII shall be as follows and shall be submitted consistent with Section 6., of this Article:

- a. Was the probationary release of (employee's name) in whole or in part the result of unlawful discrimination?~~(12/02/10)~~
- b. If so, what shall the remedy be under the provision of Section 6.F.2., Findings of Facts and Remedies, of this Article?

**2. Findings of Facts and Remedies**

- a. In the event the arbitrator finds no unlawful discrimination, the appeal shall be denied and the issue of remedy becomes moot. ~~(12/02/10)~~
- b. In the event the arbitrator finds unlawful discrimination but also finds such discrimination was not a substantial cause of the employee's probationary release, the appeal shall be denied, and the issue of remedy becomes moot. ~~(12/02/10)~~

- c. In the event the arbitrator finds unlawful discrimination and also finds such discrimination was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives: ~~(12/02/10)~~
- The probationary release may be sustained.
  - The employee may be reinstated in a position in his/her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
  - The employee may be reinstated in a position in his/her former class with full back pay and benefits for all the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

## **Section 7. General Provisions**

- A. If the appeal is decided by an arbitrator, the appellant and his/her representative relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedure.
- B. The cost of an arbitrator shall be shared equally in all cases by the Authority and the appealing party, except when the appealing party solely alleges unlawful discrimination. In which case, the Authority shall bear the full cost. When the appeal involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator. ~~(12/02/10)~~
- C. Appeal hearings by an arbitrator shall be private.
- D. Arbitration appeal hearings for suspensions of less than forty (40) hours (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour shifts (if assigned to a fifty-six [56] hour average duty week) shall be limited to one (1) day unless both parties agree a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the Fire Chief.
- E. 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 Conciliation Service, the American Arbitration Association, or some other agreed upon source. Then, each party shall alternately strike one (1) name from the list until only one (1) name remains.
- F. 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.

- G. 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.
- H. At the hearing, both Local 3631 and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
  - 1. Oral evidence shall be taken only on oath or affirmation.
  - 2. Each party shall have these rights: (1) to call and examine witnesses, (2) to introduce exhibits, (3) to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, (4) to impeach any witness regardless of which party first called the witness to testify, and (5) to rebut the evidence against the witness. If the employee does not testify on his/her own behalf, the employee may be called and examined as if under cross-examination.
- I. 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 which 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 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. Irrelevant and unduly repetitious evidence shall be excluded.
- J. 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.
- K. The decision of the arbitrator shall be final and binding on all parties.
- L. The Firefighter Procedural Bill of Rights Act provides that administrative appeals shall be conducted in conformance with rules and procedures that are in accordance with Chapter 5 (commencing with Section 11500) of Part 1

of Division 3 of Title 2 of the California Government Code. The Authority and the Association agree that the General Provisions set forth in Section 7 are in accordance with said statutes. (~~12/02/10~~)

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### **Section 1. Scope of Grievances**

- A. A grievance may be filed if a management interpretation or application of the provisions of this Memorandum of Understanding adversely affects an employee's wages, hours, or conditions of employment. In addition, disputes involving performance evaluations rated "substandard" and Authority procedures that implement specific provisions of this Agreement in the areas of overtime, intra-departmental transfers, vacations, and shift exchanges may be processed through the grievance procedure.
- B. Specifically excluded from the Scope of Grievances are:
  - 1. Subjects involving the amendment or change of Board of Directors resolutions, ordinances, and minute orders, which do not incorporate the provisions of this Memorandum of Understanding
  - 2. Matters which have other means of appeal including—but not limited to—matters which may be appealed through the Workers' Compensation Appeals Board
  - 3. Position classification
  - 4. Performance evaluations rated "standard" or above

#### **Section 2. Basic Rules**

- A. 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.
- B. 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.
- C. 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 Local 3631, Step 1 of the grievance procedure may be waived.
- D. 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.
- E. 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.

- F. No claim shall be granted for retroactive adjustment of any grievance prior to ninety (90) calendar days from the date of filing the written grievance at Step 1.
- G. Local 3631 shall have the right to a representative present throughout the grievance process.
- H. To encourage candid discussion and compromise in attempting to resolve grievances, the Authority and the Association agree the grievance files of the respective parties shall be confidential.

**Section 3. Submission of Grievances**

- A. Any employee or group of employees shall have the right to present a grievance. The Association shall have the right to file grievances on behalf of the general membership; however, when the Association files a grievance on behalf of the general membership, it shall provide the Authority with the names of individuals who have been adversely affected. The Association has the right to grieve and arbitrate issues that solely affect the rights of the Association. No employee or group of employees shall be hindered from or disciplined for exercising this right.
- B. 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.
- C. 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.

**Section 4. Employee Representation**

- A. An employee may represent himself/herself or may be represented by the Association in the formal grievance procedure.
- B. Authorized grievance representatives shall be designated by the Association to represent employees for purposes of grievance procedures. The Association shall notify the Human Resources Director of the names and titles of such representatives. This notice shall be updated each time a change in designated representative(s) occurs.

**Section 5. Time Off for Processing Grievances**

- A. Reasonable time off without loss of pay shall be given to:
  - 1. 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.
  - 2. 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, as prescribed herein, or to obtain facts concerning

the action grieved through discussion with the grievant or other employees.

- B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., of this Article:
1. Before performing grievance work, the grievant or grievance representative shall obtain the permission of his/her supervisor and shall report back to the supervisor when the grievance work is completed.
  2. Neither the grievant nor the grievance representative shall interrupt or leave his/her job to perform grievance work unless his/her supervisor determines such interruption or absence will not unduly interfere with the work of the unit in which the grievant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
  3. When an authorized grievance representative must go into another section or unit to investigate a grievance, the representative shall be permitted to do so provided both that:
    - a. The representative checks in and checks out with the supervisor of the unit
    - b. Such investigation does not unduly interfere with the work of the unit

**Section 6. Informal Discussion**

- A. 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 toward settlement.

**Section 7. Formal Grievance Steps**

- A. The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.
1. All Step 1 and Step 2 grievances must be submitted to the Human Resources Director, the employee's Battalion Chief, Section Manager, Division Manager, or Division Chief within the time limits outlined in this Article. If the grievance is submitted to the employee's Battalion Chief, Section Manager, Division Manager, or Division Chief, a copy will be forwarded to the Human Resources Director. Submission may be via mail, hand delivery, or fax; postmarks shall be accepted. Fax deliveries must be received no later than 5:00 p.m. on the last day allowable under the provisions of this Article. A grievance may be filed by an employee—or the Association in the name of the employee—at the employee's request.

2. STEP 1: Battalion Chief, Section Manager, Division Manager, or Division Chief
  - a. If an employee has a grievance, the employee or the Association, on behalf of the employee, may formally submit a grievance to the Human Resources Director, Battalion Chief, Section Manager, Division Manager, or Division Chief within fourteen (14) calendar days from the occurrence that gave rise to the problem. A Step 1 grievance will be heard by a Battalion Chief, Section Manager, Division Manager, or Division Chief. In those cases where the Battalion Chief is the immediate supervisor and is the subject of the grievance, the Battalion Chief and Division Chief shall meet with the grievant within the time limit.
  - b. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within fourteen (14) calendar days after receipt of the written grievance, the Battalion Chief, Section Manager, Division Manager, or Division Chief shall meet with the grievant.
  - c. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The written decision at Step 1 shall be signed by the reviewing officer.
3. STEP 2: Fire Chief, Deputy Fire Chief, or Assistant Chief
  - a. If the grievance is not settled under Step 1 and it concerns an alleged misinterpretation or misapplication of this Memorandum of Understanding or a substandard performance evaluation, 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 grievance, the Fire Chief or, if designated, the Deputy Fire Chief or appropriate Assistant Chief shall meet with the grievant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant and his/her representative.  
(12/02/10)

## **Section 8. Referrals to Mediation**

- A. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance to mediation. A request for mediation may be presented in writing to the Human Resources Director within fourteen (14) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the normal processing of a grievance until the mediation process is completed. The Authority will respond to a request for mediation within fourteen (14) calendar days. The mediation process will be optional, and any opinion expressed by the mediator will be informal and will be considered advisory. Should the mediation process not be successful, within fourteen (14) calendar days after completion of the mediation process, an arbitration request may be filed pursuant to Section 9., of this Article.

- B. An employee shall not suffer loss of pay for time spent as a witness at a mediation hearing held pursuant to this procedure. The number of witnesses requested to attend shall not exceed two (2), unless additional witnesses are mutually agreed upon by both parties. The scheduling of witnesses shall be reasonable and scheduled in advance. ~~(12/02/10)~~

**Section 9. Referrals to Arbitration**

- A. If a grievance is not resolved under Step 2 or mediation, an arbitration request may be submitted in writing by the Association to the Human Resources Director within fourteen (14) calendar days from the date a decision was rendered at Step 2 or the completion of the mediation process. As soon as practicable thereafter—or as otherwise agreed to by the parties—an arbitrator shall hear the grievance.
- B. The parties shall either sign a joint issue submission statement or execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

**Section 10. General Provisions**

- A. If the grievance is decided by an arbitrator, the grievant and his/her representative relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedures.
- B. The cost of an arbitrator shall be shared equally in all cases by the Authority and the appealing party except as noted in B.1. and B.2., of this section. ~~(12/02/10)~~
  - 1. When the appealing party solely alleges discrimination—in which case, the Authority shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the arbitrator shall determine the proper division of costs. ~~(12/02/10)~~
  - 2. When the Association brings more than three (3) arbitrations for all unit members regarding substandard performance evaluations, the Association shall bear the full cost of the arbitrator beginning with the fourth (4) arbitration. ~~(12/02/10)~~
- C. Grievance hearings by an arbitrator shall be private.
- D. 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 Conciliation Service, the American Arbitration Association, or some other agreed upon source. Then, each party shall alternately strike one (1) name from the list until only one (1) name remains.

- E. 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.
- F. 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.
- G. At the hearing, both Local 3631 and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
1. Oral evidence shall be taken only on oath or affirmation.
  2. Each party shall have these rights: (1) to call and examine witnesses, (2) to introduce exhibits, (3) to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, (4) to impeach any witness regardless of which party first called the witness to testify, and (5) to rebut the evidence against the witness. If the employee does not testify on his/her own behalf, the employee may be called and examined as if under cross-examination.
- H. 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 which 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 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.
- I. 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.
- J. The decision of the arbitrator shall be final and binding on all parties.

**ARTICLE X**

**LAYOFF PROCEDURE**

**Section 1. General Provisions**

- A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- B. Section 7., Reinstatement Lists, and Section 8., Status on Reinstatement, of this Article, shall not apply if the Authority has a written agreement with an employer, public or private, which guarantees the Authority employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by Authority employees and the new employer does make such an offer in writing to the employee.

**Section 2. Order of Layoff**

- A. The Authority may abolish a position because of change in duties or organization or shortage of work or funds which, in turn, may require the layoff of one (1) or more employees. When a layoff is implemented, employees in regular positions and those occupying limited-term positions at the direction of the Fire Chief shall be laid off in an order based on consideration of:
  - 1. Employment status
  - 2. Length of continuous service
- B. Layoffs shall be made by class within the Authority.
- C. Within a class, employees shall be subject to layoff in the following order:

**Employment Status**

**Layoff Order**

First - Temporary Promotion

Determined by Authority

Second - New Probationary

Determined by Authority

Third - Regular/Promotional

Determined by Authority

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the order of layoff for these employees shall be determined by a random drawing to be conducted by the Human Resources Director and observed by a representative of the Association.

- D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his/her former class and shall be subject to layoff in accordance with this procedure.

**Section 3. Computation of Layoff Points**

A. Layoff Points

1. The equivalent of each year of full-time continuous service shall earn two thousand and eighty (2,080) layoff points.
2. The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn 5.6986 hours credit.

**Section 4. Notification of Employees**

- A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work whenever practicable.
- B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the workforce is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5., of this Article.
- C. The notice of layoff shall include (1) the reason for the layoff, (2) the proposed effective date of the layoff, (3) the employee's hire date, (4) the employee's layoff points, (5) the employee's rights under Sections 5. and 6., of this Article, and (6) the right of the employee to advise the Authority of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

**Section 5. Voluntary Reduction in Lieu of Layoff**

- A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the layoff unit provided the employee possesses the minimum qualifications for the class, has served in and passed probation in that class with the Authority or a predecessor employer, and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff.
- B. 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work, following actual receipt of the notice, to notify the Authority in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt

of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the Authority of their intent to exercise rights under this Section; where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the employee is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following the date of proof of service by mail, to notify the Authority of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
3. Failure by an employee to respond to the Authority pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.
4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

**Section 6. Voluntary Reduction From Classes Designated as Vulnerable to Layoff**

- A. An employee in a class designated by the Authority as vulnerable to layoff may request a voluntary reduction to any class provided the employee possesses the minimum qualifications for the class, has served in and passed probation in that class with the Authority or a predecessor employer, and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on AUTHORITY REINSTATEMENT LISTS pursuant to Section 7.A.3., of this Article.

**Section 7. Reinstatement Lists**

- A. The following persons shall be placed on AUTHORITY REINSTATEMENT LISTS as provided in Sections 1., 2., and 3., of this Article, in the order of their respective layoff points with the person having the largest number of layoff points listed first:
  1. Persons Laid Off—The names of persons laid off shall be placed on a REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.
  2. Persons Exercising Their Rights Under Section 5., of this Article—The names of persons exercising their rights under Section 5., of this Article, shall be placed on a REINSTATEMENT LIST for each class below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.

3. Persons Who Voluntarily Reduce Under the Provisions of Section 6., of this Article—The names of persons who were voluntarily reduced under the provisions of Section 6., of this Article, shall be placed on a REINSTATEMENT LIST for the class from which reduced and for each class below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.
  4. Positions to be filled shall be offered first to persons on the REINSTATEMENT LIST for that class, starting at the top of the list. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications for the class, have served in and passed probation in that class with the Authority or a predecessor employer, and pass any required performance tests for that class.
- B. The names of persons laid off shall be placed on a PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they were previously voluntarily reduced pursuant to Section 5., of this Article, in the order of their layoff points, going from highest to lowest. Eligibles certified from PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking eligible lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B., of this Article. Appointments must be made in the order of layoff points. The person with the highest number of layoff points shall be the first person offered reinstatement.
- C. Names of persons placed on the REINSTATEMENT LIST and the PREFERRED ELIGIBLE LIST shall remain on the lists for two (2) years, except that:
1. A person who, on two (2) separate occasions, rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the lists for that class.
  2. A person who, on three (3) separate occasions, declines referral for interviews in a particular class shall be removed from the lists for that class.
  3. The lists shall be extended upon request of either the Authority or the Association within thirty (30) days before the lists' expiration dates.

**Section 8. Status on Reinstatement**

- A. An employee who has been laid off under the provisions of this Article and subsequently reinstated in a regular or limited-term position within a two (2) year period from the date of his/her layoff shall receive the following considerations and benefits:
1. All Sick Leave credited to the employee's account when laid off shall be restored.
  2. All seniority points held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining Sick Leave and vacation earning rates and service awards.
  4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
  5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Section 3.B., if reinstatement is in a higher class from that employed in at the time of layoff.
- B. An employee who has voluntarily reduced under the provisions of this Article and subsequently is reemployed in a regular or limited-term position in the class from which the employee reduced within a two (2) year period from the date of reduction shall receive the following considerations:
1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay or at the step on the salary range closest to, but which does not exceed, the employee's salary in the lower class, whichever is higher.
  2. The merit increase eligibility date shall be reestablished as determined by the Human Resources Director.
  3. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.
- C. When an employee is reduced under the provisions of this Article and is subsequently reemployed in a class higher than the one from which the employee was reduced, the employee shall be deemed returned to the class from which the employee had been reduced as provided above and the employee's salary, probation period, and merit increase eligibility date shall be determined by treating the employee as though he/she is being promoted from such class.

## ARTICLE XI

### ON-THE-JOB INJURIES, WORKERS' COMPENSATION

#### **Section 1. Medical Treatment**

- A. Whenever an employee sustains an injury or disability arising out of and in the course of Authority employment requiring medical treatment, the employee shall obtain such treatment pursuant to the appropriate California Labor Code sections.

#### **Section 2. Disability Payments and Leave**

- A. Employees Eligible for 4850 Benefits

1. Disability Payments and Leave

Whenever an employee who is eligible for benefits under California Labor Code 4850 is compelled to be absent from duty by reason of injury or disease arising out of and in the course of Authority employment, the employee shall be compensated and placed on Leave pursuant to California Labor Code Section 4850.

2. Exhaustion of 4850 Benefits

When an employee has exhausted all rights and benefits provided by California Labor Code Section 4850, and such employee continues to be unable to return to work due to an injury or disease arising out of and in the course of Authority employment, such employee shall be treated in the following manner:

- a. He/she shall be entitled to all benefits provided by California Workers' Compensation Law.
- b. He/she shall be placed on Workers' Compensation Leave.
- c. At the employee's option, all Sick Leave, compensatory time, and vacation shall be added to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted.
- d. If the employee is not eligible for temporary disability or exhausts his/her temporary disability benefit, at the employee's option, such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable.
- e. Upon exhaustion of all Sick Leave, compensatory time, and vacation, the employee shall not accrue Sick Leave or vacation for the remainder of Workers' Compensation Leave.

- f. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days of benefits shall be considered Authority service for merit increase eligibility and completion of the probation period.
- g. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of Authority seniority and determination of Sick Leave and vacation earning rates.

B. Employees Not Eligible for 4850 Benefits

- 1. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of Authority employment, the employee shall receive workers' compensation supplement pay, which—when added to the workers' compensation temporary disability benefit—shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year, including holidays.
- 2. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his/her option, use any accrued Sick Leave, compensatory time, and/or vacation, in that order.
- 3. While an employee receives workers' compensation supplement pay, no deductions or payments shall be made from any Sick Leave, compensatory time, or vacation time previously accumulated by the employee. The employee shall not accrue Sick Leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.
- 4. When an injury is determined to be job-related by the Authority or by the Workers' Compensation Appeals Board, eighty (80) percent of all Sick Leave, compensatory time, and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all Sick Leave, compensatory time, and/or vacation expended since the first day of disability shall be restored to the employee's account(s).
- 5. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered Authority service for merit increase eligibility and completion of the probation period.
- 6. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his/her option, use Sick Leave,

compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Section 2.B.1., of this Article.

7. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of Authority seniority and determination of Sick Leave and vacation earning rates.

**Section 3. Exposure to Contagious Diseases**

- A. Whenever an employee is compelled by direction of an Authority designated physician to be absent from duty due to on-the-job exposure to a contagious disease, the employee shall receive regular compensation for the period absent from duty.

## ARTICLE XII

### SAFETY

#### Section 1. General Provisions

- A. The Authority shall make reasonable efforts to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment, and conditions and shall report any such unsafe practices, equipment, or conditions to their immediate supervisors.
- B. Any employee may directly contact the designated Authority Safety Officer if he/she either (a) does not receive an answer to a safety-related question from his/her supervisor within three (3) calendar days or (b) receives an answer the employee deems unsatisfactory.
- C. Any employee, who is directed to perform a task which the employee, in good faith, feels is unsafe, may request an immediate investigation from the designated Authority Safety Officer. During the period the designated Authority Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the task is ruled to be safe by the designated Authority Safety Officer, the employee shall be required to perform the duties assigned.
- D. The Authority shall revise OCFA Standard Operating Procedures (SOP) AM 115.02. In the SOP revisions the Authority shall institute policy and procedures that establish an incident review program which includes a review team, and shall include a designated Association representative. The review program shall include and involve securing the equipment directly involved, the immediate area to the incident, and the apparatus directly involved. The review team shall review incidents whereby on-duty bargaining unit members, or members of other fire departments operating in-county under OCFA's command, have suffered a work related injury or illness or near-miss as defined by the California Code of Regulations, Title 8, Section 330. Definitions under Incident and Serious Incident. The SOP shall also contain the following elements: (12/02/10)
  - 1. SOP AM 115.02 shall establish guidelines, where practicable, for securing the incident scene, personal protective equipment, tools, equipment or apparatus that was being used at the time of the incident and injury, illness, or near-miss occurring to a bargaining unit member, or member of another fire department operating in-county under OCFA's command, and provide the review team an opportunity to review. ~~(12/02/10)~~
  - 2. SOP AM 115.02 shall establish notification protocols for Operations Department Incident Commander for notifying the designated Association representative of a bargaining unit member injury, illness or near-miss. as defined in SOP AM 115.02. The OCFA Emergency Communications Center shall immediately make the notification once notified by the OCFA Incident Commander. ~~(12/02/10)~~

- E. The Authority shall furnish all equipment necessary for employees to perform their job in a safe manner.
- F. Wherever practicable, the Authority shall provide the necessary first aid kits in Authority facilities.

**Section 2. Safety Inspection**

- A. During an inspection of Authority facilities conducted by the appropriate State agency for the purpose of determining compliance with the California OSHA requirements, an Association designated representative shall be allowed to accompany the inspector while the inspector is on site. The employee, so designated, shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.

**Section 3. Safety Representative**

- A. The representative of the Association who serves as the co-chairperson of the Authority's Safety and Occupational Health Committee and one (1) safety representative from each platoon may be selected by the Association to meet at least once a month, upon request, with the designated Authority Safety Officer and/or the Authority's Operations Training and Safety Officer to discuss matters affecting employee health and safety.
- B. A safety representative who has received a complaint involving a possible health and safety violation shall be given reasonable time off without loss of pay to gather appropriate information on such complaint provided:
  - 1. The safety representative requests permission of the immediate supervisor prior to performing such duty.
  - 2. The safety representative shall not be allowed to leave the worksite if in the opinion of the immediate supervisor it will unduly interfere with the work of the unit. However, the Authority will make every attempt to grant such time off as soon as it is feasible to do so.
- C. When an authorized safety representative enters into another section or work unit to gather said information, the safety representative shall be permitted to do so provided:
  - 1. The safety representative checks in and out with the supervisor of the unit.
  - 2. The safety representative does not unduly interfere with the work of the unit.

**Section 4. Resolution of Safety or Health Complaints**

- A. If a safety or health complaint is not satisfactorily resolved, the safety representative may request to meet with the designated Authority Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed.

## ARTICLE XIII

### INSURANCE

#### Section 1. Health Plans

- A. The Association shall provide and administer health and other related benefit plans for all Firefighter Unit employees and retirees in accordance with the terms and conditions of a separate agreement (Health Plan Agreement).

#### Section 2. Retiree Medical Insurance Grant ("*Defined Benefit Plan*")

A. Retiree Medical Insurance Grant

1. 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 as set forth in Section 2.B., of this Article. ~~(09/28/06)~~
2. Upon paid Authority retirement, an eligible retiree who has enrolled in a "qualified health plan" (as defined in the Authority Retiree Medical Plan effective January 1, 1997) or in Medicare as stated in the Retiree Medical Plan and/or required by the "qualified health plan" shall receive a Retiree Medical Insurance Grant. ~~(09/28/06)~~
3. An eligible former employee who terminated from Authority service prior to retirement, who is fifty-five (55) years of age or older, and who is enrolled in a recognized health plan or Medicare as stated in the Retiree Medical Plan and/or required by the "recognized health plan," shall receive a Retiree Medical Insurance Grant. ~~(09/28/06)~~
4. The Retiree Medical Insurance Grant may be applied only toward 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 2.A.4.a., 2.A.4.b., and 2.A.4.c., of this Article. ~~(09/28/06)~~
  - ~~a.~~ a. Effective January 1, 2014~~07~~, the Retiree Medical Insurance Grant shall be an amount based on twenty two dollars and seven cents~~sixteen dollars and ninety three cents~~ (\$22.07~~16.93~~) per month for each full year of service to a maximum of five hundred and fifty one dollars and seventy five cents~~four hundred twenty three dollars and twenty five cents~~ (\$551.75~~423.25~~) 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. ~~(09/28/06)~~

b.a. All Authority 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 a 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. (09/28/06)

e.b. 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 fifty-five (55) and request the Authority to commence distribution of the Grant no later than ninety (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. (09/28/06)

**B. Eligibility Requirements for Retiree Medical Insurance Grant**

1. Retiree 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 fifty-five (55) and enrolled in a recognized health plan. (09/28/06)
2. Only employees hired before January 1, 2007, shall be eligible to participate in the Retiree Medical Insurance Grant Plan. (09/28/06)
3. Retiree or eligible former employee must have retired or terminated employment with the Authority with at least one (1) year of service (2,080 hours), except as provided in Section 2.B.3.a., b., and c., of this Article. (09/28/06)
  - a. 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.
  - b. 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. (09/28/06)
  - c. A separated employee who is less than fifty-five (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. (09/28/06)

4. All eligible retirees, eligible former employees, and enrolled dependents who are sixty-five (65) or older must be enrolled in Medicare Part B 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. (09/28/06)
5. Deferred Retirement
  - a. An employee who, upon separation from Authority service, 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.
  - b. An employee who has one (1) year of service (2,080 hours), 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 fifty-five (55) years of age. (09/28/06)
6. 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 (2,080) regular hours, exclusive of overtime, shall equal one (1) full year of service for a staff employee (forty [40] hour workweek). Two thousand nine hundred twelve (2,912) regular hours, exclusive of overtime, shall equal one (1) full year of service for a shift employee (fifty-six [56] hour average duty week).

~~C. Employer Contribution (9/28/06)~~

- ~~1. Upon execution of this Agreement, OCPFA agrees to contribute one million dollars (\$1 million) to the Plan and OCFA agrees to contribute one million dollars (\$1 million) to the Plan. In addition, OCFA will contribute one million two hundred thousand dollars (\$1.2 million) each year, or at such earlier date as determined by the Board of Directors, during the term of this Agreement. OCFA's total contribution shall not exceed seven million dollars (\$7 million). These contributions are made on behalf of all OCFA participating employees and not just those in this bargaining unit. (09/28/06)~~

~~CD. Employee Contribution (9/28/06)~~

- ~~1. Effective October 2006 (Pay Period 22), all regular, limited-term, and probationary employees—hired before January 1, 2007, and covered by this Agreement—shall contribute four (4) percent of their base salary, exclusive of overtime and premium pay, through payroll deduction to the Authority to be applied to the Plan. (09/28/06)~~

~~E. Survivor Benefits (9/28/06)~~

1. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Retiree Medical Insurance Grant authorized for the retiree. (09/28/06)
2. 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 2.E.1., of this Article, or his/her own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants. (09/28/06)

Section 3. Defined Contribution Plan for Retiree Medical Benefits (9/28/06)

- A. The Authority will provide only to regular, limited-term, and probationary employees hired on or after January 1, 2007, a "defined contribution plan." (09/28/06)
- B. All regular, limited-term, and probationary employees hired on or after January 1, 2007, will be required to contribute four (4) percent of base salary, exclusive of overtime and premium pay, to the Plan. Employees will not be permitted to contribute more than four (4) percent of base salary towards the Plan. (09/28/06)
- C. Employees hired before January 1, 2007, shall not be eligible to participate in the Plan. Eligibility for plan participation is based on the employees most recent date of hire with the Authority. (09/28/06)

Section 4. OCPFA Supplemental Retiree Medical Plan (5/23/02)

- A. The Authority will deduct from all regular, limited term, part-time (at least 20 hours per week), and probationary employees, one (1) percent of their base salary, to be deposited into an OCPFA Supplemental Retiree Medical Benefit Program. This action shall be taken in accordance with the OCPFA Supplemental Retiree Medical Plan Agreement found in Appendix ED of this Memorandum of Understanding. (05/23/02)

## ARTICLE XIV

### UNIFORMS, PROPERTY, SERVICES, AND EQUIPMENT

#### **Section 1. Uniforms**

- A. Except as provided in Section 1.B., of this Article, the Authority will provide and replace as required—but will not launder or dry clean—the following:
1. Required uniforms, including protective clothing
  2. Station work shoes
  3. Wildland boots
  4. Bed linens and blankets.
- B. When an employee requests a station work shoe and/or a required wildland boot, other than those provided by the Authority pursuant to Section 1.A., of this Article, the Authority may—at its sole discretion—authorize such employee to purchase an alternative Authority-approved station work shoe and/or wildland boot. In such cases, the employee shall be reimbursed for his/her cost of purchasing the Authority-approved station work shoes to a maximum of seventy dollars (\$70) per pair of station work shoes and/or one hundred twenty-five dollars (\$125) per pair of wildland boots.

#### **Section 2. Turnout Clothing and Equipment**

- A. The Authority will provide, replace as required, and maintain the following:
1. Turnout clothing and equipment
  2. Necessary cooking, food refrigeration, and housekeeping equipment, including cooking and eating utensils
  3. Necessary community linen supplies, including laundry

## ARTICLE XV

### RETIREMENT

#### **Section 1. Eligibility**

- A. Eligible employees of the Firefighter Unit are included in the Orange County Employees Retirement System as determined by their date of entry into eligible service.

#### **Section 2. Employer's Contribution**

- A. ~~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 under~~ Section 54 of this Article ~~for general and safety members in the following order: (12/02/10)~~
- ~~1. Pursuant to Government Code Section 31581.1, fifty (50) percent of the contributions normally required of members in the Firefighter Unit.~~
  - ~~2. Pursuant to Government Code Section 31581.2, an additional one hundred (100) percent of the remaining fifty (50) percent of contributions required to be paid by members of the Firefighter Unit.~~

#### **Section 3. Final Compensation**

~~"Final Compensation" For Legacy Members of OCERS, in accordance with Government Code section 31462(a) "Final compensation" 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.~~

#### **Section ~~43~~. Cost-of-Living Adjustments**

- A. 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 Board of Supervisors.

#### **Section ~~54~~. Retirement Formulas And Employee Contributions (12/02/10)**

##### A. Safety Employees

- A.** ~~1. Employees Hired Prior to January 1, 2011 (12/02/10)~~

~~a. Safety Retirement Formula: These Employees shall receive Effective June 28, 2002, the Authority shall implement the three percent at fifty (3% at 50) retirement formula for active employees for all years of service, as perspecified under California Government Code Section 31664.1., as follows: (12/02/10)~~

~~4.b. Employee Contributions To the Retirement System~~

~~a. Effective October 2010 (Pay Period 22), the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to two and five tenths (2.5) percent to be credited toward the employee's retirement contribution. The deduction shall be credited in accordance with GC Section 31581.2. and shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c). (12/02/10)~~

~~b. Effective October 2011 (Pay Period 22), the Authority will increase the deduction from the employee's Compensation Earnable to the amount equal to five (5) percent to be credited toward the employee's retirement contribution. The deduction shall be credited in accordance with GC Section 31581.2. and shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c). (12/02/10)~~

~~c. Effective October 2012 (Pay Period 22), the Authority will continue the five (5) percent deduction from the employee's Compensation Earnable, which shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c). As a result of modifications to the OCPFA Health Plan Agreement, which has provided additional remuneration to the Authority from OCPFA, a credit in the amount of two (2) percent toward the employee's contribution will be applied, which combined with the continuation of the five (5) percent deduction will establish a contribution rate equal to seven (7) percent. This credit is herein referred to as the "Healthcare Converted Retirement Contribution" or "HCRC" and shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c). The deduction from the employee's Compensation Earnable and the HCRC shall be credited in accordance with GC Section 31581.2. (12/02/10)~~

~~d. Effective October 2013 (Pay Period 22), the Authority will increase the deduction from the employee's Compensation Earnable is to an amount equal to seven (7) percent (7%) (which shall be increased to nine percent 9%) effective November 14, 2014 which shall continue during the employee's employment period with the Authority, or until such time that the employee qualifies under GC 31664.1 (c).~~

The Health Care Converted Retirement Contribution ("HCRC") credit in the amount of two (2) percent (2%) which shall constitute toward the

employee's contribution will be applied, which combined with the seven ~~(7)~~ percent (7%) currently being deducted from the employee's compensation earnable, brings the employee's contribution to a total of ~~will establish a contribution rate equal to nine (9) percent (9%).~~ Effective November 14, 2014, an additional two percent (2%) will be deducted from the employee's compensation earnable, which when combined with the current nine percent (9%) employee contribution will equal a total employee contribution of eleven percent (11%) compensation earnable. The entire employee contribution two (2) percent "HCRC" credit shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c). The deduction from the employee's Compensation Earnable and the HCRC shall be credited in accordance with GC Section 31581.2. ~~(12/02/10)~~ The difference between the (a) required member contribution as determined by OCERS and (b) the actual employee contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2.

**B.** 2. Employees Hired From January 1, 2011 Through June 30, 2012 ~~(12/02/10)~~

a. Retirement Formula: These Employees shall receive the three percent at fifty (3% at 50) retirement formula per California Government Code Section 31664.1. ~~Effective January 1, 2011, the Authority shall implement the three percent at fifty (3% at 50) retirement formula for active employees for all years of service, as specified under California Government Code Section 31664.1, as follows:~~ ~~(12/02/10)~~

b. Employee Contributions To the Retirement System

**a.** ~~Effective upon the employee becoming a member of the bargaining unit,~~ The Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to nine (9) percent (which shall be increased to eleven percent (11%) effective November 14, 2014 ~~toward~~ which shall constitute the employee's retirement contribution. The deduction shall be credited in accordance with GC Section 31581.2 and shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c). The difference between the (a) required member contribution as determined by OCERS and (b) the actual employee contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2. ~~(12/02/10)~~

**C.** 3. Employees Hired On or After July 1, 2012 Who Are Not Defined As "New Members" Under the Public Employees' Pension Reform Act of 2013 ~~(12/02/10)~~

~~1. Effective July 1, 2012, the Authority shall implement the three percent at fifty-five (3% at 55) retirement formula for active employees who become members of this bargaining unit on or after July 1, 2012 for all years of service, as specified under California Government Code Section 31664.2, as follows: (12/02/10)~~

~~a. Retirement Formula: These Employees shall receive the three percent at fifty (3% at 55) retirement formula as per California Government Code Section 31664.2.~~

~~b. Employee Contributions To the Retirement System~~

~~a. Effective upon the employee becoming a member of the bargaining unit, the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to nine (9) percent (which shall be increased to eleven percent (11%) effective November 14, 2014 which shall constitute toward the employee's retirement contribution. The deduction shall be credited in accordance with GC Section 31581.2 and shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under Government Code GG 31664.1(c). The difference between the (a) required member contribution as determined by OCERS and (b) the actual employee contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2. (12/02/10)~~

~~4. For Employees Hired on or After January 1, 2013 who are considered "New Members" Within the Meaning of PEPRA. The retirement formula will be the "2.7% at 57" retirement formula per Government Code section 7522.25(d), 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 the law.~~

## B. Non-Safety Employees

Employees in the unit who do not qualify for Safety retirement (e.g., Firefighter Trainee) receive the following retirement benefits.

### 1. Employees Hired Prior to July 1, 2011

a. Retirement Formula: These employees receive the 2.7%@55 formula in accordance with Government code section 31676.19.

b. Employee Contribution: Nine percent (9%) of the employee's compensation earnable (which shall be increased to eleven percent (11%) effective November 14, 2014

### 2. Employees Hired After July 1, 2011 Who Are Legacy Member under OCERS

a. Retirement Formula: These employees receive the 2%@55 formula in accordance with Government code section 31676.16.

b. Employee Contribution: Nine percent (9%) of the employee's compensation earnable (which shall be increased to eleven percent (11%) effective November 14, 2014).

3. For Employees Hired on or After January 1, 2013 who are considered "New Members" Within the Meaning of PEPRA.

The retirement formula will be the "2.5% at 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.

4. Members who are promoted from Firefighter Trainee to Firefighter receive the safety retirement applicable to them as outlined above

**ARTICLE XVI**

**DEFERRED COMPENSATION**

An employee in a regular position may, at his/her request, participate in the Authority's Deferred Compensation Plan.

## **ARTICLE XVII**

### **PAYROLL DEDUCTION OF DUES AND INSURANCE PREMIUMS AND EMPLOYEE INFORMATION LISTING**

#### **Section 1. Payroll Deductions**

- A. Membership dues of Local 3631 members and approved insurance premiums for Local 3631-sponsored insurance programs, as may be approved by the Authority, shall be deducted by the Authority from the pay warrants of such members. The Authority shall transmit the dues and insurance premiums so deducted to Local 3631 on a monthly basis.
- B. Local 3631 shall notify the Authority, in writing, as to the amount of dues uniformly required of all members of Local 3631 and the amount of insurance premiums required of employees who choose to participate in such programs.

#### **Section 2. Employee Information Listing**

- A. Upon request, to a maximum of two (2) times per fiscal year, or after an Academy graduation or agency transition, the Authority will provide the Association with a complete and current listing of all employees in the Firefighter Unit. Such listings shall include employee name, job classification, timekeeping location, salary range, and step. The Association agrees the addresses are released solely for the purposes of performing official Association business and shall only be used by officers, employees, and agents of the Association in the performance of their official duties.
- B. The Authority will not provide the home addresses of employees assigned as arson investigators, unless said employees have given written authorization for the release of their names to the Association.
- C. The Association agrees to pay the Authority reasonable costs associated with providing such lists.
- D. The Association shall not release said home addresses to any entity, person, association, or partnership without written consent of the Authority. This provision shall not apply to trust funds of the Association or administrators of such trust funds, subject to restrictions in Section 2.A., of this Article.
- E. The Association agrees to indemnify and hold harmless the Authority, its officers, agents, and employees from all claims relating to an invasion of privacy by Firefighter Unit members, including attorney and defense costs, whether resulting from court action or otherwise, as a result of the release of said home addresses.

## ARTICLE XVIII

### SEPARABILITY

In the event that any provision of this Memorandum of Understanding is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express intent of the Board of Directors that all other provisions not declared invalid shall remain in full force and effect.

## ARTICLE XIX

### MAINTENANCE OF MEMBERSHIP

Any employee in the Firefighter Unit, who has authorized Union deductions on the effective date of this Agreement or at any time subsequent to the effective date of this Agreement, shall continue to have such Union dues deductions made by the Authority during the term of this Agreement. Any employee in the Firefighter Unit may terminate such Union dues by submitting a completed and signed payroll deduction cancellation form to the Payroll Section, Business Services Department, during pay period nine (9) (April 3, 2015 – April 16, 2015) during the period of December 1, 2011, through December 15, 2011. ~~(09/28/06)~~

## ARTICLE XX

### RECOGNITION

Pursuant to approval by the International Association of Firefighters, the Orange County Professional Firefighters Association, International Association of Firefighters, Local 3631, is the successor to the International Association of Firefighters, Local 1014.

Therefore, pursuant to the Employee Relations Resolution of the Authority and applicable State law, the Orange County Professional Firefighters Association, International Association of Firefighters Local 3631, is the exclusively recognized employee organization for the Firefighter Unit as identified in Appendix A.

**ARTICLE XXI**

**DEPENDENT CARE ASSISTANCE PROGRAM**

The Authority will administer a Dependent Care Assistance Program that will allow employees to take advantage of a salary reduction program to pay for dependent care as permitted in the Internal Revenue Code.

## ARTICLE XXII

### **MODIFICATION AND WAIVER**

Except as specifically provided herein, it is agreed and understood that the parties hereby reserve the right, only upon mutual agreement to negotiate with respect to any subject or matter covered herein or with respect to any other matter within the scope of representation, during the term of this Memorandum of Understanding.

However, nothing contained in this Article shall be construed as giving the Authority the right to institute unilateral changes in existing wages, hours, or other terms and conditions of employment during the term of this Memorandum of Understanding.

## ARTICLE XXIII

### TRANSFER OF FUNCTIONS

In the event the Authority plans to enter into any agreement with another public employer, which involves the transfer of functions now being performed by employees in the Firefighter Unit, the Authority will advise such public employer of the existence and terms of this Memorandum of Understanding. The Authority will consult with the Association in a timely manner to discuss the impact on employees in the Firefighter Unit of such transfer of functions.

## ARTICLE XXIV

### COMPENSATION

#### Section 1. Base Salary Adjustments

- ~~A. Effective the first "full" pay period in October 2000 (Pay Period 22), each position covered by this Agreement will receive a four (4) percent base salary increase.~~
- ~~B. Effective the first "full" pay period in October 2001 (Pay Period 22), each position covered by this Agreement will receive a four (4) percent base salary increase.~~
- ~~C. Effective the first "full" pay period in October 2002 (Pay Period 22), each position covered by this Agreement will receive a four (4) percent base salary increase.~~
- ~~D. Effective the first "full" pay period in October 2003 (Pay Period 22), each position covered by this Agreement will receive a four (4) percent base salary increase.~~
- ~~E. Effective the first "full" pay period in October 2004 (Pay Period 22), each position covered by this Agreement will receive a four (4) percent base salary increase.~~
- ~~F. Effective the first "full" pay period in October 2005 (Pay Period 22), each position covered by this Agreement will receive a four (4) percent base salary increase. (05/23/02)~~
- ~~G. Effective the first "full" pay period in October 2006 (Pay Period 22), each position covered by this Agreement will receive a four (4) percent base salary increase. (05/23/02)~~
- ~~H. Effective the first "full" pay period in October 2007 (Pay Period 22), each position covered by this Agreement will receive a three (3) percent base salary increase. (09/28/06)~~
- ~~I. Effective the first "full" pay period in October 2008 (Pay Period 22), each position covered by this Agreement will receive a three (3) percent base salary increase. (09/28/06)~~
- ~~J. Effective the first "full" pay period in October 2009 (Pay Period 22), each position covered by this Agreement will receive a three (3) percent base salary increase. (09/28/06)~~
- ~~K. Effective the first "full" pay period in October 2010 (Pay Period 22), each position covered by this Agreement will receive a three (3) percent base salary increase. (09/28/06)~~

~~L. Effective the first "full" pay period in October 2011 (Pay Period 22), each position covered by this Agreement will receive a three (3) percent base salary increase. (09/28/06)~~

~~M. Effective the first "full" pay period in February 2013 (Pay Period 5) each position covered by this Agreement will receive a base salary increase, if warranted. The calculation and implementation of the base salary increase will be in accordance with the methodology identified in Section 1.P, of this Article. (12/02/10)~~

~~N. Effective the first "full" pay period in February 2014 (Pay Period 5) each position covered by this Agreement will receive a base salary Increase, if warranted. The calculation and implementation of the base salary increase will be in accordance with the methodology identified in Section 1.P, of this Article. (12/02/10)~~

A. Effective November 14, 2014, employees covered by this Agreement shall receive a two percent (2%) base salary increase.

~~O.B. Effective the first "full" pay period in February 2015 (Pay Period 5) each position covered by this Agreement will receive a base salary Increase, if warranted. The calculation will be done in accordance with the provisions of Article XXIX. Implementation of the base salary increase if warranted, will be in accordance with the methodology identified in Section 1.CP, of this Article. (12/02/10)~~

P.C. Effective February January 64, 20153, (Pay Period 5) the salary adjustments in Section 1. BM, N and O of this Article will be based on the dollar amount of the corresponding fiscal year's "General Fund Surplus/(Deficit)" line item in the document identified as Five Year Financial Forecast – Baseline Model, which is included with the adopted annual budget. The dollar amount calculation and application relative to salary adjustments shall be as follows: (12/02/10)

## 1. UPDATING FIVE YEAR FINANCIAL FORECAST-BASELINE MODEL

- a. During the Authority's mid-year financial review, the Five Year Financial Forecast – Baseline Model document will be updated by replacing the adopted "Secured Property Tax" dollar amount, found in Section A of the document, with the actual "Secured Property Tax" dollar amount calculated by using the data submitted by the County of Orange in the document identified as Tax Ledger Detail - Orange County Fire Authority. (12/02/10)
- b. The actual "Secured Property Tax" dollar amount is calculated by starting with the dollar amount reported on the Tax Ledger Detail – Orange County Fire Authority for the line item identified as "Secured Initial Tax Levy" and then adjusting that amount by the same roll change/refund factor used in the Adopted Budget. As an example, the following are calculations for FY 2010/11: (12/02/10)

2010/11 Secured Initial Tax Levy	\$166,802,437.30
2010/11 Roll Change/Refund Factor of 0.75%	\$ (1,251,018.28)
2010/11 Actual Secured Property Tax	\$165,551,419.02

- c. Upon replacing the adopted "Secured Property Tax" dollar amount with the actual "Secured Property Tax" dollar amount, Section A of the Five Year Financial Forecast – Baseline Model will be recalculated, which will result in an updated "General Fund Surplus/ (Deficit)" amount. ~~(12/02/10)~~
- d. Following completion of this update to the Five Year Financial Forecast – Baseline Model, the values from the Forecast will be reformatted into the OCPFA Simplified Format, focusing on current fiscal year data for the General Fund only (see Side Letter L in Appendix B for an example of the OCPFA Simplified Format). The amount of the updated "General Fund Surplus/(Deficit)" shall be the same on both the OCPFA Simplified Format and the Five Year Financial Forecast – Baseline Model. Based on the amount of the "General Fund Surplus/(Deficit)", one of the following actions will be initiated: ~~(12/02/10)~~
- If the updated "General Fund Surplus/(Deficit)" amount is less than or equal to five (5) percent of General Fund Expenditures, no salary adjustments will be implemented. ~~(12/02/10)~~
  - If the updated "General Fund Surplus/(Deficit)" amount is greater than five (5) percent of the General Fund Expenditures, the Authority will distribute the amount in excess of the five (5) percent fund in the form of a salary adjustment, not to exceed five (5) percent, to those employee bargaining units and unrepresented units that have agreed to similar terms in a manner that will provide an equal percent of base salary increase to each of the units/groups. ~~(12/02/10)~~

Q.e. D. Section 1.BP, of this Article, shall remain in effect through February 2015. Should the Authority desire to change any of the financial and/or budgetary terms contained in this Article, the Authority will notify the Association and engage in the meet and confer process, regarding the impact of such changes, prior to implementation of such changes. ~~(12/02/10)~~

## **Section 2. Fire Pilot Range Adjustment**

- A. Effective the "first full" pay period in January 2001 (Pay Period 3), the range for the classification of Fire Pilot will be adjusted and maintained to the equivalent of Fire Captain.

## **Section 3. Fire Inspector II Reclassification to Fire Captain**

- A. Effective the "first full" pay period in January 2001 (Pay Period 3), the classification of Fire Inspector II will be reclassified to Fire Captain. The incumbent currently in this position performs and will continue to perform the duties as a crews and equipment supervisor over the Heavy Fire Equipment Operator and crews supervisor positions. The current incumbent will not be eligible to transfer into any other Fire Captain position in the Authority.

Assignment to this position is not subject to the seniority bid process and will be at the sole discretion of the Authority.

**Section 4. Specialty Pay (Qualifications for Specialty Pay are outlined in AM SOP 103.04.) -**

A. Paramedic Pay

1. Effective the first "full" pay period in January 2001 (Pay Period 3), employees who are certified to perform paramedic services and who are assigned by the Authority to perform such services regularly shall be paid—in addition to their regular salary—approximately fifteen (15) percent of top step Firefighter base salary per month, prorated on an hourly basis. Such employees who work an overtime shift as a paramedic to cover a designated paramedic position, due to the absence of the regularly assigned employee, shall also receive paramedic pay on a prorated basis for that overtime shift or portion thereof.
2. Employees who maintain an active paramedic certification and who are assigned to perform paramedic duties intermittently shall receive paramedic pay on a prorated basis for each hour the employee performs paramedic duties.
3. Paramedic pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits, as provided by law.

B. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional ~~fourteen and three tenths~~ (55.7144.3) cents per hour (approximately one hundred and thirty-five dollars [\$135] per month) for all hours actually paid.
  - a. An employee must be conversant in one of the pre-designated languages to qualify to receive bilingual pay:
    - Spanish
    - Vietnamese
    - Korean
    - American Sign Language
  - b. Other languages may qualify on a case-by-case basis.
  - c. The employee must be approved by the Human Resources Director as per AM SOP 103.02.
2. Bilingual pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits, as provided by law.

3. A bilingual employee may be called upon to speak or translate a second language at any time, as Authority needs dictate.

C. Hazardous Materials Pay

1. Effective the first "full" pay period in January 2001 (Pay Period 3), employees who are qualified to perform hazardous materials duties and who are assigned by the Authority to a position designated to perform hazardous materials duties regularly shall be paid—in addition to their regular salary—approximately seven and five-tenths (7.5) percent of top step Firefighter base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover a designated hazardous materials position, due to the absence of the regularly assigned employee, shall also receive hazardous materials pay on a prorated basis for that overtime shift or portion thereof.
2. Hazardous materials qualified employees who are occasionally assigned to cover a designated hazardous materials position due to the absence of the regularly assigned employee shall receive hazardous materials pay on a prorated basis for each hour the employee is assigned to perform the duties of the designated hazardous materials position.
3. Hazardous materials pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

D. Aircraft Rescue Firefighting (ARFF) Pay

1. Effective the first "full" pay period in January 2001 (Pay Period 3), employees who are qualified to perform ARFF duties and who are assigned by the Authority to a position designated to perform ARFF duties on a regularly shall be paid—in addition to their regular salary—approximately five (5) percent of top step Firefighter base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover a designated ARFF position, due to the absence of the regularly assigned employee, shall also receive ARFF pay on a prorated basis for that overtime shift or portion thereof.
2. ARFF qualified employees who are occasionally assigned to cover a designated ARFF position due to the absence of a regularly assigned employee shall receive ARFF pay on a pro-rated basis for each hour the employee is assigned to perform the duties of the designated ARFF position.
3. ARFF pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

E. Educational Incentive Pay

1. A regular, limited-term, or probationary employee who has satisfactorily completed the equivalent of sixty (60) college-level semester units shall be eligible for educational incentive pay of two and five-tenths (2.5) percent of base salary per month, prorated on an hourly basis for regular hours paid. Educational incentive pay is not applied to overtime/backfill hours.
2. A regular, limited-term, or probationary employee who has satisfactorily completed the equivalent of ninety (90) college-level semester units shall be eligible for educational incentive pay of five (5) percent of base salary per month, prorated on an hourly basis for regular hours paid. Educational incentive pay is not applied to overtime/backfill hours.
3. Effective October 2005 (Pay Period 22), a regular, limited-term, or probationary employee who has obtained a Baccalaureate Degree shall be eligible for educational incentive pay of seven and five tenths (7.5) percent of base salary. ~~-(05/23/02)~~
4. The maximum of educational incentive pay an employee may receive shall be seven and five tenths (7.5) percent of base salary. ~~-(05/23/02)~~
5. To receive educational incentive pay, the employee must:
  - a. Submit a written request to receive the educational incentive pay
  - b. Submit proof of qualification satisfactory to the Human Resources Director. Grade cards, transcripts, and/or other verification from an accredited, college-level educational institution shall constitute satisfactory proof of qualification.
6. All employees who as of January 1, 2000, were receiving educational incentive pay will not be required to resubmit proof or verification.
7. Payment of the educational incentive shall begin with the pay period following verification of the employee's eligibility.
8. The educational incentive pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits, as provided by law.

F. Urban Search and Rescue (USAR) Pay

1. Effective the first "full" pay period in January 2001 (Pay Period 3), non-paramedic urban search and rescue positions at Fire Station 54 will receive pay of approximately seven and five-tenths (7.5) percent of top step Firefighter base salary per month, prorated on an hourly basis. The Paramedic positions assigned to urban search and rescue at Fire Station 54—in addition to their paramedic pay—will receive pay of approximately two and five-tenths (2.5) percent of top step Firefighter base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover a designated USAR position, due to the absence of

the regularly assigned employee, shall also receive USAR pay on a prorated basis for that overtime shift or portion thereof.

2. USAR qualified employees who are occasionally assigned to cover a designated USAR position due to the absence of a regularly assigned employee shall receive USAR pay on a pro-rated basis for each hour the employee is assigned to perform the duties of the designated USAR position.
3. USAR pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

G. Staff Assignment Pay

1. Effective the first "full" pay period in January 2001 (Pay Period 3), employees assigned to a designated staff position shall receive staff assignment pay of seven and five-tenths (7.5) percent of the employee's base salary during such assignment, provided such employee has been designated by the Authority as suppression qualified.

H. Emergency Medical Technician (EMT) Pay

1. Effective the first "full" pay period in January 2001 (Pay Period 3), EMT pay will be adjusted from forty-six dollars (\$46) per month to approximately two (2) percent of top step Firefighter base salary. As a result, employees who maintain an active State of California EMT certification will receive—in addition to their regular salary—approximately two (2) percent of top step Firefighter base salary per month, prorated on an hourly basis for regular hours paid.
2. Effective the first "full" pay period in October 2001 (Pay Period 22), employees who maintain an active State of California EMT certification will receive—in addition to their regular salary—approximately an additional two (2) percent of top step Firefighter base salary per month. From this date, EMT will be calculated as approximately four (4) percent of top step Firefighter base salary per month, prorated on an hourly basis for regular hours paid.
3. Effective the first "full" pay period in October 2004 (Pay Period 22), employees who maintain an active State of California EMT certification will receive, in addition to their regular salary, approximately an additional one (1) percent of top step Firefighter base salary per month. From this date, EMT will be calculated as approximately five (5) percent of top step Firefighter base salary per month, prorated on an hourly basis for regular hours paid.
4. EMT pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

5. EMT pay shall apply to all classifications covered by this Agreement, except for Firefighter Trainee.
6. The Authority will provide recertification opportunities for all members of the Firefighter Unit.
7. EMT pay is not applied to overtime/backfill hours, unless applicable by law.

## ARTICLE XXV

### REOPENER

#### **Section 1. — Reopener**

- A. ~~Upon request of either party, negotiations shall be reopened to consider the following items:~~
- ~~1. The Authority has agreed to conduct an actuarial study regarding what the conversion of one (1) percent of salary toward retiree health benefits will produce. After the parties receive the report, the Union and the Authority will discuss the viability of and determine the potential of implementing an enhanced health benefit trust fund.~~
  - ~~2. Should the Orange County Employees Retirement System make available the Retirement Benefit of “Three (3) percent at 50” or “Three (3) percent at 55,” the parties will discuss the viability of implementation.~~
  - ~~3. The Authority will be conducting an actuarial study of the OCFA Retiree Medical Plan. When the study has been completed, both parties will meet and discuss the results of the actuarial study.~~
  - ~~4. ***Upon request of the OCPFA no sooner than March 2007, the parties agree to commence the process of initiating discussions specific to the 48/96 work schedule. (09/28/06)***~~
  - ~~5. ***Upon request of the OCPFA no sooner than June 2008, the parties agree to commence the process of initiating discussions relative to non-economic issues. Non-economic issues are defined as having no impact on employee salary or employee benefit costs to the Authority. (09/28/06)***~~
- B. ~~Both parties agree that changes involving the references above are subject to mutual agreement and will not be unilaterally implemented.~~

## ARTICLE XXVI

### MINIMUM STAFFING

#### **Section 1. Minimum Staffing**

- A. The parties agree that the minimum staffing required by this Agreement shall be accomplished pursuant to procedures to be developed by the parties.
- B. The Authority agrees to provide the following staffing levels at all times:
  - 1. Each single-piece engine company shall have a minimum of three (3) personnel.
  - 2. Each paramedic engine company shall have a minimum of four (4) personnel, with the exception of E-23 and E-60. Each truck company or urban search and rescue vehicle shall have a minimum of four (4) personnel, with the exception of T-64, -59, -43, and -46.
  - 3. Each paramedic van shall have a minimum of two (2) paramedic personnel.
  - 4. Any new units operated by the Authority after the execution date of this Agreement shall be staffed in accordance with the above minimum levels.
- C. The parties acknowledge that the number of engine, truck, and paramedic companies or vans may be reduced and, as a result, layoffs pursuant to Article X may be implemented—provided, however, that all remaining companies or vans shall be staffed in accordance with the foregoing provisions.
- D. The Authority will comply with the requirements of Occupational Safety and Health Administration, 29 C.F.R., Parts 1910 and 1926, to the extent legally required.

**ARTICLE XXVI**

**MANAGEMENT RIGHTS**

Any of the rights, powers, or authority the Authority had prior to the signing of this Memorandum are retained by the Authority, except those specifically abridged, delegated, or modified by this Memorandum provided that such management rights do not restrict employees from filing grievances concerning the application or interpretation of this Memorandum.

## **ARTICLE XXVII**

### **STRIKES**

During the life of this Agreement, no work stoppages, strikes, slowdowns, or other concerted employee actions that can be interpreted as job actions shall be caused or sanctioned by the Union—nor shall any lockouts be caused by the Authority. In the event any employees covered by this Agreement, individually or collectively, violate the provisions of this Article and Local 3631 fails to make all reasonable efforts to halt the work interruption, Local 3631 and the employees involved shall be deemed in violation of this Article. The Authority shall be entitled to seek all remedies available to it under applicable law.

## ARTICLE XXVIII

### COMPENSATION POLICY—Labor Market Adjustment

#### Section 1. Intent

- A. It is the intent of the Authority to maintain the classifications of Fire Captain, Fire Apparatus Engineer, and Firefighter at the average of the top quarter (top three [3]) non-Authority Fire Departments in Orange County, through the process of parity surveys. The purpose of this policy is to attract and retain highly qualified personnel as employees of the Orange County Fire Authority. This goal will be accomplished through a joint effort process between OCPFA and OCFA, as outlined in this Article. The classification of Firefighter Trainee and Hand Crew Firefighter will be adjusted in the same manner as that applied to the classification of Firefighter. The classifications of Heavy Fire Equipment Operator and Fire Pilot will be adjusted in the same manner as that applied to the classification of Fire Captain. (12/02/10)

#### Section 2. Effective Dates

- A. The Authority will make adjustments to the aforementioned classifications as a result of conducting a series of parity surveys during the term of this agreement. These surveys will commence no later than thirty (30) days prior to the scheduled effective dates. Should the survey results warrant adjustments, such adjustments will be made effective as follows:

- ~~1. The first "full" pay period in January 2002 (Pay Period 3).~~
- ~~2. The first "full" pay period in January 2006 (Pay Period 2). Any adjustment made effective this period shall not exceed three (3) percent. (05/23/02)~~
- ~~3. No adjustments shall be made from January 2007 through January 2009. In exchange for not providing parity adjustments from January 2007 through January 2009, the Authority will contribute one million dollars (\$1 million) towards the existing "Retiree Medical Grant," as set forth in Article XIII, Section 2., of this Agreement. In addition, the Authority agrees to contribute six million dollars (\$6 million) to the Plan over the term of the Agreement (2007-2012) equal to one million two hundred thousand dollars (\$1.2 million) per year, or as such earlier date as determined by the Board of Directors, consistent with Article XIII, Section 2.C. (09/28/06)~~
- ~~4. The first "full" pay period in January 2010 (Pay Period 2). (09/28/06)~~
- 5.1.** The first "full" pay period in February 2015 (Pay Period 5) in accordance with Article XXIV, Section BO. (12/02/10)

### **Section 3. Survey Agencies**

A. Both parties have agreed that the survey agencies will be the cities in Orange County maintaining their own Fire Departments. These cities are identified as follows:

- Anaheim
- Costa Mesa
- Fullerton
- Huntington Beach
- Laguna Beach
- Orange
- Brea
- Fountain Valley
- Garden Grove
- La Habra
- Newport Beach
- ~~Santa Ana~~

B. If the Authority assumes the fire service responsibilities of any of the above cities, those cities will be removed from the list and the remaining cities will continue to be used as survey agencies.

### **Section 4. Survey Criteria**

A. The purpose of the survey of the above cities is to determine the “Total Compensation” for each of these cities. Total Compensation is defined as the total of the following elements:

1. Base Salary Rate—This element is defined as the base salary established for the classification.
2. EMT Pay—This element is defined as the compensation an employee receives—in addition to his/her base salary—for certification as an Emergency Medical Technician (EMT).
3. Employer Paid Retirement—Retirement contributions are divided into two (2) categories: (a) the amount the employer is required to contribute and (b) the amount the employee is required to contribute. This element is defined as the amount of contribution the employer pays on behalf of the employee’s required contribution.

The comparison with the survey agencies will be made based on the percentage the employer has assumed of the employee's required contribution. Such percentage will translate into a dollar amount. It is understood that the employee's required contribution, under the Orange County Employees Retirement System, may vary for each employee. As a result, an average contribution rate for employees within the Firefighter Unit will be determined and will be used for comparison to the survey agencies. This rate will be determined on each occasion prior to the commencement of the survey.

On the first full pay period in the November prior to the survey effective date identified in Section 2., of this Article, the rate will be determined by summing the Authority retirement contributions for all active members of the Firefighter Unit. The sum will then be divided by the total sum of the Firefighter Unit’s base pay at that time, which is subject to retirement.

4. Educational Incentive—This element is defined as the compensation the employee may receive for obtaining college/university course work units or obtaining a college/university degree. The data reflecting the highest payment obtainable for the classifications of Fire Captain, Fire Apparatus Engineer, or Firefighter, in the surveyed agency, will be used as the comparison.
- B. Data regarding the above elements will be based on what is being paid at the time of the survey on January 1, prior to the scheduled adjustment date.
  - C. Unless otherwise agreed upon, this compensation policy shall only be in force and effect for the duration of this Memorandum of Understanding.

**Section 5. Compensation Adjustment Methodology**

- A. Adjustments will be made in accordance with the adjustment schedule identified in Section 2., of this Article. The method, which will determine when an adjustment is required and the amount of the adjustment, will be in accordance with the following steps:

STEP	PROCEDURE
1	A survey will be conducted using the agencies and criteria identified in this Article. The purpose of this survey is to determine the "Total Compensation" within these agencies as defined in Section 4., of this Article.
2	After the survey is completed, the top quarter (top three [3]) cities containing the highest "Total Compensation" for the classification of Fire Captain will be selected. These cities will be used to calculate the average "Total Compensation" for each of the classifications of Fire Captain, Fire Apparatus Engineer, and Firefighter.
3	If required, adjustments will be made to the classifications of Fire Captain, Fire Apparatus Engineer, and Firefighter based on the "Total Compensation" average of comparable classifications in these top quarter (top three [3]) cities. Each classification will be adjusted individually based on the survey results of each classification.

- B. Upon determination of the adjustment amount, the adjustment will be applied to salary according to the adjustment schedule. If the survey results reveal the classifications surveyed are at or above the average of the top quarter (top three [3]) agencies—as determined by the compensation adjustment methodology above—no adjustment will be made.

## **ARTICLE XXIX**

### **RELEASE TIME**

#### **Section 1. Release Time for Authority Business**

- A. Notwithstanding release time provided under the Meyers-Milias-Brown Act (MMBA), when an Association officer is conducting business on behalf of and in the interest of the Authority, upon mutual agreement of the Assistant Chief of Operations, or in his/her absence, the Deputy Fire Chief, the President of the Association, and/or the Association Officer(s) shall be released from duty at no expense to the Association.

#### **Section 2. Release Time for Association Business**

- A. Notwithstanding release time provided under the Meyers-Milias-Brown Act (MMBA), the Authority shall provide a mechanism whereby members of the Firefighter Unit shall contribute holiday compensation hours in lieu of pay to a "Union Time Bank" as outlined in this Section and referenced in Article VI. Such Union Time Bank will be solely maintained as a result of time donated by members of the Firefighter Unit and will be used at the discretion of the Association's Board of Directors, for conducting Association business.
- B. As a result of this Agreement being ratified by the members of the Firefighter Unit, employees within the Firefighter Unit shall donate time as provided in Article VI, Sections 2.A.1., 3.A.1., and 3.A.2.
- C. Holiday hours will not be donated if the Union Time Bank exceeds seven thousand two hundred (7,200) hours. The Authority shall apply the following steps in processing the donations:
1. Effective Pay Period 5 (February 2001), all employees will donate in accordance with Article VI, Sections 2.A.1., and 3.A.1., and two (2) holiday hours into the existing Union Time Bank.
  2. Donated hours will be converted to dollars based on the employee's current hourly base rate.
  3. For administrative purposes, the Union Time Bank balance will be determined by taking the current account balance (in dollars) in the Union Time Bank and dividing by the current top step Fire Captain base rate.
  4. Donations will be accepted until the balance exceeds the equivalent of seven thousand two hundred (7,200) hours for holiday donations. Prior to a holiday donation, the following calculation will be used to determine if donations will be accepted:
    - a. Calculate the current Union Time Bank account balance by dividing the current balance (in dollars) by the current top step Fire Captain base rate.

- b. If the balance is less than seven thousand two hundred (7,200) hours, donations will be processed.
  - c. If two (2) holidays occur within a pay period, each will be calculated and processed separately.
  - d. No partial donations will be processed. This process requires either all the employees will donate or none will donate.
- 5. Usage of the Union Time Bank will be determined by calculating the individual user's current hourly base rate and multiplying that amount by one and five-tenths (1.5) to determine the hours charged.
  - 6. This donation requirement will not apply to the two (2) hour spring holiday compensation, as identified in Article VI, Section 2.A.3. and Section 3.A.6.
- D. The Association shall notify the Authority of the intended number of hours for use prior to such use.
  - E. The rate of hours used by the Association will be based on the specific employee's classification and hourly costs to backfill for that classification as identified in Section 2.C.5., of this Article.
  - F. All donations will be irrevocable.

**ARTICLE XXXI**

**EFFECT OF AGREEMENT**

The parties agree that the agreements identified as “side letters,” which have been entered into prior to the effective date of this Agreement, are no longer in effect except as provided in Appendix B.



**CONTRACT AMENDMENT SIGNATURES (05/23/02)**

In accordance with Article XXV of this Memorandum of Understanding, the parties to this agreement have initiated subsequent negotiations and agreed to amend the following areas of the Memorandum of Understanding:

- ~~MEMORANDUM OF UNDERSTANDING RELATING TO EMPLOYEES IN THE FIREFIGHTER REPRESENTATION UNIT~~ (page 1 “cover page” extending the agreement through July 30, 2007)
- ~~IMPLEMENTATION~~ (page 2)
- ~~ARTICLE XII, Section 3, OCPFA Supplemental Retiree Medical Plan~~, (Approved by the Board of Directors on March 28, 2002)
- ~~ARTICLE XV, Section 4, Retirement Formula—3% at 50~~
- ~~ARTICLE XXIV, Section 1, Base Salary Adjustments~~
- ~~ARTICLE XXIV, Section 4.E., Educational Pay~~
- ~~ARTICLE XXIX, Section 2, Effective Dates~~
- ~~APPENDIX B—Add to Appendix: Medical Operations Skills Maintenance~~
- ~~APPENDIX D—New: OCPFA Supplemental Retiree Medical Plan Agreement~~

All terms and conditions set forth in the above amendments are hereby certified and agreed upon this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

~~Orange County Fire Authority~~

~~Orange County Professional  
Firefighters Association~~

\_\_\_\_\_  
~~Pat Walker  
Deputy Fire Chief~~

\_\_\_\_\_  
~~Dan S. Young  
OCPFA Chief Negotiator~~

\_\_\_\_\_  
~~Zenovy Jakymiw  
Human Resources Director~~

\_\_\_\_\_  
~~John Latta  
OCPFA Assistant Chief Negotiator~~

\_\_\_\_\_  
~~Laurie Reinhart  
Human Resources Analyst~~

\_\_\_\_\_  
~~Dave Thompson  
OCPFA Vice President~~

**CONTRACT AMENDMENT SIGNATURES**

The parties to this agreement have initiated subsequent negotiations and agreed to amend the following areas of the Memorandum of Understanding:

- ~~MEMORANDUM OF UNDERSTANDING RELATING TO EMPLOYEES IN THE FIREFIGHTER REPRESENTATION UNIT~~ (page 1 “cover page” extending the agreement through June 30, 2012)
- ~~IMPLEMENTATION~~ (page 2)
- ~~ARTICLE I, Section 5., On-Call Pay and Call-Back Pay~~
- ~~ARTICLE XIII, Section 2., Retiree Medical Insurance Grant~~
- ~~ARTICLE XIII, Section 3., Defined contribution Plan for Retiree Medical Benefits~~
- ~~ARTICLE XXIV, Section 1., Base Salary Adjustments~~
- ~~ARTICLE XXV, Section 1., Reopener~~
- ~~ARTICLE XXIX, Section 2., Effective Dates~~
- ~~APPENDIX B~~ *Add to Appendix:* > ~~Accelerant Detection Canine Program Agreement~~  
> ~~Canine Disaster Search Specialist Program Agreement~~  
> ~~Crane Operators at John Wayne Airport Agreement~~  
> ~~Tiller Operator Agreement~~

All terms and conditions set forth in the above amendments are hereby certified and agreed upon this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

~~Orange County Fire Authority~~

~~Orange County Professional Firefighters Association~~

\_\_\_\_\_  
Patrick L. Walker  
Deputy Fire Chief

\_\_\_\_\_  
Dan S. Young  
OCPFA Chief Negotiator

\_\_\_\_\_  
Lori Zeller  
Assistant Chief – Business Services

\_\_\_\_\_  
John Latta  
OCPFA Assistant Chief Negotiator

\_\_\_\_\_  
Zenovy Jakymiw  
Human Resources Director

\_\_\_\_\_  
Dave Thompson  
OCPFA Representative

\_\_\_\_\_  
Laurie Reinhart  
Senior Human Resources Analyst

\_\_\_\_\_  
Dave Rose  
OCPFA Representative

## A

Absence Without Authorization, 4, 39  
Absences Caused by Medical Conditions, 4, 38  
Academy, 28, 83  
Accumulation of Sick Leave, 4, 33  
Accumulation of Vacation, 4, 45–46  
Aircraft Rescue Firefighting (ARFF) Pay, 6, 93  
Appeal Procedure, 5, 52, 54, 57, 54  
Approximately, 8, 91–95  
Arbitration, 5, 54–56, 58–59, 63–65  
Association, 1, 2, 7–8, 56, 58, 61–64, 66, 69, 74–76, 83, 86, 89, 103–104, 107–108  
Authority, 1, 2, 4, 7–14, 16–17, 22–44, 46–47, 49–51, 53–54, 57–61, 63–69, 71–83, 85–89, 91–101, 103–104, 107–108  
Authority Leave, 4, 36, 37  
Authorized Leave Without Pay, 4, 36

## B

Base Salary Adjustments, 6, 90, 107–108  
Basic Rules—Grievance, 5, 60  
Bereavement Leave, 4, 36  
Bilingual Pay, 6, 92  
Board, 2, 8, 10, 26, 37, 51, 60, 72, 78, 81, 84, 100, 103, 107  
Board of Directors, 2, 8, 26, 60, 78, 84, 100, 103, 107

## C

California Department of Forestry Sick Leave, 4, 36  
Call-Back Pay, 3, 14, 108  
Catastrophic Leave, 4, 43–44  
Changes in Salary Allocation, 3, 21  
Cleanup Time, 3, 12  
Compensation, 3–7, 14, 16, 35, 40, 48–50, 60, 71–73, 82, 90–95, 100–104  
Compensation Adjustment Methodology, 7, 102  
Compensation for Employees, 3, 16  
Compensation for Work on Holidays, 4, 50  
Compensation Policy—Labor Market Adjustment, 7, 91, 100  
Computation of Layoff Points, 5, 67  
Contents of Personnel File, 3, 30  
Continuous Service, 8, 20, 28–29, 33, 41, 45–46, 66–67  
County, 1, 2, 8–10, 28, 77, 81, 86, 96, 100–101, 107–108

## D

Deferred Compensation, 6, 35, 82  
Definitions, 3, 8  
Demotion, 19  
Department Head, 8, 26, 37, 43  
Dependent Care Assistance Program, 6, 87  
Disability, 3–5, 19, 32–33, 38, 41, 52–53, 71–73, 77–78  
Disability Payments and Leave, 5, 71  
Disability Retirement, 3, 32, 77–78

Discharge Due to Disciplinary Action, 4–5, 52–57  
Disciplinary and Predisciplinary Actions, 4, 52  
Disciplinary Hearing for Suspension, 4, 52  
Discrimination, 25, 54, 55, 57, 58, 64  
Distribution of Overtime, 3, 12  
Dual Reporting, 3, 8, 14  
Duty Week, 3–4, 8, 10, 12–16, 23–24, 33–36, 43, 45–46, 48, 52–53, 58, 78

## E

Educational Incentive Pay, 6, 93–94  
Effect of Agreement, 7, 105  
Effective Dates—Labor Market Adjustment, 7, 100, 107–108  
Election Work, 12  
Eligibility—For Retirement, 6, 81  
Eligibility for Donations—Catastrophic Leave, 4, 43  
Eligibility for Holiday Pay, 4, 48, 50  
Eligibility Requirements for Retiree Medical Insurance Grant, 5, 77  
Emergency, 8–9, 12–13  
Emergency Medical Technician (EMT) Pay, 6, 94–95, 101  
Employee, 1, 3–6, 8–63, 65–74, 76–83, 85–87, 89, 91–96, 98–104, 106–108  
Employee Contribution, 5, 78  
Employee Information Listing, 6, 83  
Employee Provisions, 3, 22  
Employee Representation at Grievance, 5, 61  
Employees Not Eligible for 4850 Benefits, 5, 72  
Employer's Contribution—To Retirement, 6, 81  
Employment Provisions, 3, 31  
Equipment, 6, 12, 74, 80, 91, 100, 115  
Exposure to Contagious Diseases, 5, 73  
Extension of Probation, 3, 26

## F

Failure of Probation, 3, 25  
Fair Labor Standards Act (FLSA), 10, 11, 13  
Family Leave, 4, 36–37, 41–42  
Fire Chief, 9, 12, 16, 19, 23, 25–26, 31–32, 36, 39, 46, 51, 54–56, 58, 63, 66, 103, 107–108  
Fire Inspector II Reclassification to Fire Captain, 6, 91  
Fire Pilot Range Adjustment, 6, 91  
Firefighter Trainee, 9, 24–25, 95, 100, 115  
Formal Grievance Steps, 5, 62  
Forty (40) Hour Workweek, 4, 10–15, 17, 24, 33–35, 43, 45–46, 52, 58, 78  
Full-Time, 9–11, 17, 20, 22–24, 26–29, 35, 46, 48–49, 67  
Full-Time Employee, 9, 23–24, 28, 48–49

## G

General Provisions, 3–5, 26, 35, 37, 41, 46, 57, 64, 66, 74  
Grievance, 5, 23, 25, 29–30, 60–64, 68, 75, 98, 116

## H

Hazardous Materials Pay, 6, 92

Health Insurance, 76  
Health Plans, 5, 76  
Holiday Compensation, 4, 48–49, 103–104  
Holidays Observed, 4, 48  
Human Resources Director, 9–10, 16, 19, 21–23, 26–27, 30, 37, 54–56, 61–64, 66, 70, 92–93, 107–108

I

Illness, 9, 33–35, 43, 46  
Injury, 9, 33–35, 40, 43, 71–72, 74  
Insurance, 5–6, 10, 57, 76–79, 83, 108  
Intent—Labor Market Adjustment Policy, 7, 100  
International Association of Firefighters (IAFF), 1, 8–10, 86  
Intra-Departmental Transfers, 3, 27, 60

J

Jury Duty Leave, 4, 38

L

Layoff Procedure, 5, 31, 66  
Leave of Absence, 9, 16, 26, 36–38, 40, 44, 46, 69–70  
Leave Provisions, 4, 33  
Light Duty Assignment, 9, 16, 26  
Limited-Term Position, 9–10, 16–17, 19, 23–26, 31–32, 66, 69–70  
Local 1014, 9, 86  
Local 3631, 1–2, 8–11, 53–54, 58, 60–61, 65, 83, 86, 99

M

Maintenance of Membership, 6, 85  
Management Rights, 6, 98  
Maximum Allowable Vacation Credit, 4, 46–47  
Meal Periods, 3, 12  
Medical Treatment—For Workers' Compensation, 5, 71  
Merit Increase Within Range, 3, 16  
Merit Increases, 17  
Mileage Reimbursement, 4, 51  
Minimum Staffing, 6, 97  
Modification and Waiver, 6, 88

N

New Probation, 3, 23  
Non-Discrimination Clause, 4, 32  
Notification of Employees—Regarding Layoff, 5, 67  
Notification of Employees—Regarding Overtime, 3, 12

O

OCPFA Supplemental Retiree Medical Plan, 6, 79, 107, 116

Official Leave, 4, 8–9, 16, 26, 36, 37, 38, 40, 41, 44, 46  
Official Leave for Non-Occupational Disability, 4, 38  
On-Call Pay, 3, 14, 108  
On-the-Job Injuries, Workers' Compensation, 5, 40, 71  
Orange County Professional Firefighters Association (OCPFA), 2, 6, 8–10, 78–79, 96, 100, 104, 107–108  
Order of Layoff, 5, 66, 69  
Overtime, 3, 9, 11–14, 16–17, 23–24, 28, 33, 38, 45, 50, 60, 78–79, 91–95, 116

P

Paramedic Pay, 6, 91–92, 94  
Parenthood Leave, 4, 41  
Pay for New Employee, 3, 16  
Pay Practices, 3, 16  
Payment for Overtime, 3, 13  
Performance Evaluation, 3, 26–27, 30, 40–41, 60, 63  
Permitted Uses of Sick Leave, 4, 33  
Personal Emergency, 9  
Personal Property Reimbursement, 4, 51  
Polygraph Examination, 5, 54  
Practicable, 9, 11–14, 26, 42, 46, 52, 56, 58, 64, 67–68, 74  
Premium Pay, 3, 11–12, 78–79  
Probation, 3, 10, 13, 18–19, 21–28, 31, 40–41, 44, 57, 67–70, 72  
Prohibited Uses of Sick Leave, 4, 34  
Promotion, 3, 10, 18, 22, 24–26, 32  
Promotional Probation, 3, 19, 24–26, 31, 52–53, 67  
Property, 6, 80

R

Reassignment, 3, 10, 18–19  
Recognition, 6, 86  
Reduction From Disciplinary Action, 4–5, 10, 32, 52–56, 67, 68  
Reduction or Discharge, 5, 53–54, 56  
Reduction Within the Firefighter Unit, 3, 32  
Reemployment, 3, 21, 32  
Reemployment of Employees on Disability Retirement, 3, 32  
Reemployment of Regular Employee, 3, 32  
Referrals to Arbitration, 5, 56, 64  
Referrals to Mediation, 5, 63  
Regular Employee, 3, 10, 18–19, 25, 28, 31–32, 52–53, 67  
Regular Position, 8–10, 28, 31–32, 35, 66, 82  
Reimbursement Programs, 4, 51  
Reinstatement Lists, 5, 66, 68–69  
Release Time, 7, 48–49, 103  
Release Time for Association Business, 7, 103  
Release Time for Authority Business, 7, 103  
Reopener, 2, 6, 96, 108  
Reprimand, 4, 52, 54–55  
Request for Additional Donations—Catastrophic Leave, 4, 43  
Resolution of Safety or Health Complaints, 5, 75  
Rest Periods, 3, 12  
Retiree, 5–6, 8, 10, 76–79, 91, 96, 100, 107–108, 116

Retiree Medical Insurance Grant, 5, 10, 76–79, 108  
Retirement, 3, 6, 8, 10, 12, 21, 28, 31–32, 35, 47, 49–50, 76–79, 81, 96, 101, 107  
Retirement Formula—3% at 50, 6, 81, 107  
Right of Appeal Disciplinary Action, 4, 53

## S

Safety, 5, 28, 74–75, 81, 97  
Safety Inspection, 5, 74  
Safety Representative, 5, 75  
Salary on Promotion, 3, 18  
Salary on Reassignment, 3, 18  
Salary on Reclassification, 3, 20  
Salary on Reduction, 3, 19  
Salary on Reemployment, 3, 21  
Scope of Grievance, 5, 60  
Selection Procedure, 3, 22  
Seniority, 3, 10, 27, 28  
Separability, 6, 83  
Service, 10, 12, 16–21, 23–26, 28–33, 35, 37–39, 41, 44–47, 51, 58, 64, 66–69, 72, 76–78, 80–81, 85, 91, 101, 108  
Services and Equipment, 6, 80  
Shift Exchange Policy, 3, 27  
Sick Leave, 4, 12, 31, 33–38, 40–44, 46, 69, 71–73  
Sick Leave Earned, 4, 33  
Side Agreements, 7, 116  
Sleep Periods, 3, 12  
Specialty Pay, 6, 12, 91  
Staff Assignment Pay, 6, 94  
Status of Limited-Term Employees, 3, 31  
Status on Reinstatement, 5, 66, 69  
Strikes, 7, 99  
Submission of Grievances, 5, 61  
Survey Agencies—Labor Market Adjustment, 7, 101  
Survey Criteria—Labor Market Adjustment Survey, 7, 101  
Survivor Benefits, 5, 79

## T

Temporary Promotion, 3, 19, 25, 31, 66  
Time Off for Processing of Grievances, 5, 61  
Time Off for Selection Procedures, 3, 23  
Transfer of Functions, 6, 89  
Treatment of Salary and Benefits for Employees, 3, 12  
Turnout Clothing and Equipment, 6, 80

## U

Unemployment Insurance, 57  
Uniforms, 6, 80  
Unit Classifications, 7, 115  
Urban Search and Rescue (USAR) Pay, 6, 94, 97

V

Vacation, 4, 12, 28, 31, 34, 36–38, 40–41, 43–47, 50, 60, 69, 71–73  
Vacation Credit, 4, 46–47, 72  
Voluntary Reduction, 5, 20, 67–68

W

Witness Leave, 4, 38  
Work Hours, 3, 9, 11, 38, 74  
Workers' Compensation Leave, 4, 40, 71  
Workweek, 4, 9–15, 17, 24, 33–35, 38, 43, 45–46, 49, 52, 58, 78

Y

Y-Rate, 10, 20

## APPENDIX A

### BARGAINING UNIT CLASSIFICATIONS

Classes included in the Firefighter Unit as of November 1, 2014~~September 28, 2006~~:

5801 Fire Apparatus Engineer  
5803 Fire Captain  
5800 Firefighter  
5804 Firefighter Trainee  
5802 Heavy Fire Equipment Operator  
5825 Fire Pilot  
5828 Lead Fire Pilot  
5830 Hand Crew Firefighter

## APPENDIX B

### SIDE LETTER AGREEMENTS

The parties have entered into numerous side letters in the past and wish to continue several of them during the term of this MOU. The following side letters will continue during the term of this MOU. These side letters will expire on October 31, 2015 unless the parties affirmatively agree that they will continue or through labor negotiations agree to incorporate all or portions of them into the body of this MOU.

- A. Advisory Deferred Compensation Committee
- B. Air Rescue Operations Program Agreement
- C. Canine Disaster Search Specialist Program Agreement
- D. Crane Operators at John Wayne Airport Agreement
- E. Employee Work Schedule While Attending Training Agreement
- F. Exception to Addendum Firefighter MOU Hand Crew Firefighter Agreement
- G. Fire Apparatus Engineer Paramedic Incentive Pay Agreement
- H. Hand Crew Firefighter Agreement (identified as addendum to MOU)
- I. Hazardous Materials and Paramedic Incentive (HMPI) Pay Agreement
- J. Investigative Interview Agreement
- K. Medical Operations Skills Maintenance Agreement
- L. OCFA Simplified Format
- M. OCFA Supplemental Retiree Medical Plan Agreement
- N. Overtime Distribution Agreement
- O. Position Vacancy Understanding
- P. Relief Crew Chiefs Helicopter Program Agreement
- Q. Release Time Agreement
- R. Representation at Grievance/Appeal Meetings Agreement
- S. Tiller Operator Agreement
- T. Transition of Employment Agreement
- U. Understanding Regarding General Fund Contingency Reserve Fund Expenditures
- V. Water Tender/Compressed Air Foam System Unit Staffing Agreement
- W. WEFIT Immunization and Screening Agreement
- X. WEFIT Program Implementation Agreement
- Y. WEFIT Program Coordinator Position Agreement (Joletta Belton)
- Z. Work Location Swap Agreement

### ***Contract Settlement Agreements***

- ~~Accelerant Detection Canine Program Agreement (09/28/06)~~
- ~~Alcohol and Drug Testing Policy Agreement~~
- ~~Air Rescue Operations Program Agreement~~
- ~~Canine Disaster Search Specialist Program Agreement (09/28/06)~~
- ~~Crane Operators at John Wayne Airport Agreement (09/28/06)~~
- ~~Employee Work Schedule While Attending Training Agreement~~
- ~~Investigative Interview Agreement~~
- ~~Medical Operations Skills Maintenance Agreement~~

- ~~**OCPPA Supplemental Retiree Medical Plan Agreement (09/28/06)**~~
- ~~Overtime Distribution Agreement~~
- ~~Relief Crew Chiefs/Helicopter Program Agreement~~
- ~~Representation at Grievance/Appeal Meetings Agreement~~
- ~~**Tiller Operator Agreement (09/28/06)**~~
- ~~Transition of Employment Agreement~~

**APPENDIX B**  
**Side Letter Agreements**  
**(A-Z)**

- A. Advisory Deferred Compensation Committee
- B. Air Rescue Operations Program Agreement
- C. Canine Disaster Search Specialist Program Agreement
- D. Crane Operators at John Wayne Airport Agreement
- E. Employee Work Schedule While Attending Training Agreement
- F. Exception to Addendum to Firefighter MOU Hand Crew Firefighter Agreement
- G. Fire Apparatus Engineer Paramedic Incentive Pay Agreement
- H. Addendum to Firefighter MOU Hand Crew Firefighter Agreement
- I. Hazardous Materials and Paramedic Incentive (HMPI) Pay Agreement
- J. Investigative Interview Agreement
- K. Medical Operations Skills Maintenance Agreement
- L. OCPFA Simplified Format – Trigger Formula
- M. OCPFA Supplemental Retiree Medical Plan Agreement
- N. Overtime Distribution Agreement
- O. Position Vacancy Understanding
- P. Relief Crew Chiefs/Helicopter Program Agreement
- Q. Release Time Agreement Representation at Grievance/Appeal Meetings Agreement
- R. Representation at Grievance/Appeal Meetings Agreement
- S. Tiller-Operator Agreement
- T. Transition of Employment Agreement
- U. Understanding regarding General Fund Contingency Reserve Fund Expenditures
- V. Water Tender/Compressed Air Foam System Unit Staffing Agreement
- W. WEFIT Immunization & Screening Agreement
- X. WEFIT Program Implementation Agreement
- Y. WEFIT Program Coordinator Position Agreement
- Z. Work Location Swap Agreement

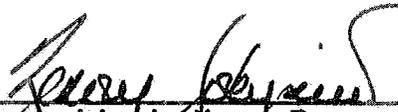
**ADVISORY DEFERRED COMPENSATION COMMITTEE  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM: DECEMBER 3, 2010 THROUGH JUNE 30, 2014  
PAGE 1 OF 1**

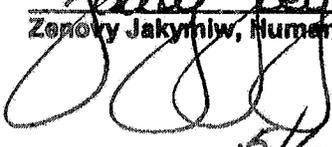
The Orange County Fire Authority (OCFA) agrees to establish a standing joint labor/management advisory committee to oversee the deferred compensation program currently administered by Nationwide Retirement Solutions. The committee shall include two representatives from the Firefighter Unit. The committee chairperson shall be the current fiduciary of the OCFA deferred compensation plan. Meetings will be scheduled for January and July or on an as needed basis. The first meeting will be on or before January 31, 2011. The general purpose will be to review and make recommendations on the following matters:

1. Review and provide input on selection of independent deferred compensation consultants.
2. Review and provide input on the consultant's fund lineup recommendations
3. Review and provide input on new plan features being offered.
4. Review and provide input on customer service and internal educational workshops for plan participants.
5. Review and provide input on service delivery on the current service contract.
6. Review and provide input on the future competitive bidding process for deferred compensation.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Ron Blaul, Deputy Fire Chief

  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date 5/6/11

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dave Rose, OCPFA Chief Negotiator

  
\_\_\_\_\_  
Ray Geagan, OCPFA Vice President

\_\_\_\_\_  
Date 3/9/11

**AIR RESCUE OPERATIONS PROGRAM AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND**

**ORANGE COUNTY FIRE AUTHORITY**

**TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012**

**PAGE 1 OF 1**

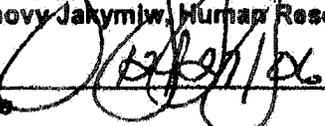
The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement which sets forth the additional working conditions for those personnel represented by the OCPFA who voluntarily accept the duties associated with the Air Rescue Operations Program. These working conditions will be as follows:

1. Air rescue duties include, but are not limited to, hell-rappeling, hell-stepping, short-hauling, mechanical rescue-hoist, and water rescue.
2. The parties recognize the need to continually evaluate the rescue procedures used. If, in the judgment of either party, there is a need to change the duties or training criteria used in the Air Rescue Operations Program, the parties agree to meet and confer on the proposed changes, notwithstanding the provisions of Article XXII of the Firefighter Unit Memorandum of Understanding (MOU).
3. Those personnel assigned to the urban search and rescue trucks (trucks 6, 9, 34, and 61) wishing to participate in the Air Rescue Operations Program shall receive the necessary training to assure proficiency in air rescue procedures and shall maintain and demonstrate proficiency on a regular basis.
4. Personnel who have not received or maintained the necessary training shall not accept air rescue missions.
5. Personnel who do not wish to participate in air rescue operations shall not be ordered to participate in the Air Rescue Operations Program.
6. For safety reasons, those personnel who have received the necessary training shall have the right to refuse an air rescue mission without repercussion when temporarily physically, mentally, or emotionally unable to meet the rigors of the program.
7. Nothing in this Agreement shall require the OCPFA or its members to continue to provide air rescue service beyond the date set forth above.
8. Disputes regarding this Agreement shall be subject to the grievance procedures outlined in the MOU and shall be referable to arbitration if not resolved at Step 2 of the grievance procedures outlined in the MOU.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

  
\_\_\_\_\_  
Zenovy Yakymiw, Human Resources Director

  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date

OCFA 

OCPFA 

B

**CANINE DISASTER SEARCH SPECIALIST PROGRAM AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY**

**TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012**

**PAGE 1 OF 2**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement on the subject of a Canine Disaster Search Specialist (CDSS) Program as follows:

1. **Participation:** Participation in the CDSS Program will be opened to employees in the Firefighter Unit, represented by the OCPFA. Participation in the CDSS Program by an employee in the Firefighter Unit is entirely voluntary. The OCFA retains the right to establish minimum performance standards in consultation with the OCPFA.
2. **Selection:** Selection of Canine Disaster Search Specialists will be made by the National Disaster Search Dog Foundation following its established process.
3. **Ownership of Canine/Responsibility and Care:** Ownership of the canine will rest with the CDSS selected to participate in the CDSS Program. The National Disaster Search Dog Foundation (SDF) will provide the canine at no cost to the CDSS. The SDF will provide initial training at its facilities with the OCFA to cover overtime, backfill, per diem, and travel expenses. The CDSS has the responsibility for feeding, grooming, handling, and training of the canine. The OCFA will provide for a veterinary pet insurance policy with VPI Pet Insurance Company and pay any deductible to cover routine veterinary care including inoculations, flea shots, rabies vaccinations, and other ordinary expenses related to the care of the canine.

The OCFA may assume responsibility for paying additional veterinary expenses not covered by the pet insurance policy, but only in the case of injury or illness to the canine that occurred while the canine was providing services for the CDSS Program. Any treatment that is not covered under the pet insurance policy or is not covered by the OCFA, as indicated above, becomes the financial responsibility of the CDSS.

4. **Compensation for Incident-Related Activities:** Participants in the CDSS Program will be compensated for all incident-related activities at the shift hourly rate in accordance with Article I, Section 4.C. of the Firefighter Unit Memorandum of Understanding.
5. **Compensation for Training:** Each CDSS will receive up to a maximum of eight (8) hours of training per pay period for documented-routine training. Required training such as participation in certification testing will be compensated in addition to the eight (8) hours of routine training with approval of the US&R Program Manager and in accordance with existing OCFA policy.
6. **Use of Personal Vehicle:** Participants may use their private vehicles for training purposes in the CDSS Program and for transportation of canines. Personal vehicle use and mileage reimbursement will be in accordance with the OCFA's policy for mileage reimbursement (SOP AM 106.03).
7. **CDSS Program Training and Response Guidelines:** A committee consisting of CATF-5 search personnel and Canine Disaster Search Specialist(s) will recommend training, participation, performance, and response criteria guidelines for the CDSS Program within ninety (90) days of completion of basic canine training.
8. **Length of Participation in Program:** Employees selected to participate in the CDSS Program will be allowed to participate as long as training requirements, performance standards, and certification timelines are met.

OCFA 

OCPFA 

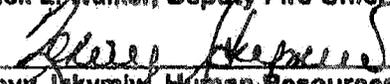
C

**CANINE DISASTER SEARCH SPECIALIST PROGRAM AGREEMENT  
PAGE 2 OF 2**

9. Authorized Work: Participants in the CDSS Program will perform CDSS work for the OCFA and be an available asset for the Office of Emergency Services, Federal Emergency Management Agency, and any other public agency that the Battalion Chief/Program Manager authorizes.
10. The CDSS Program will be funded through the US&R Cooperative Agreements and will be terminated if and when funding from the federal government ends. The CDSS Program may also be terminated at the discretion of either party upon giving thirty (30) days written notice.

**ORANGE COUNTY FIRE AUTHORITY**

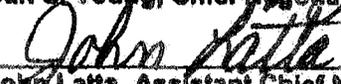
  
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Patrick L. Walker, Deputy Fire Chief

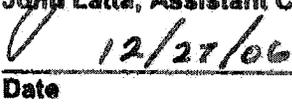
  
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Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date

**CRANE OPERATORS AT JOHN WAYNE AIRPORT AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 2**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement which establishes the limited change in working conditions for those members of the Firefighter Unit who voluntarily accept the added duties of Crane Operator at Fire Station 33. The parties have agreed to the following:

1. The Crane Operator Program shall be managed by the OCFA and the OCFA shall have the sole right to determine the number of crane operators.
2. Members of the OCPFA who hold an Airport Rescue Fire Fighting (ARFF) certification may volunteer for training. The OCFA shall have the sole right to determine who is selected for training and assignment as a crane operator.
3. The OCFA shall pay all associated training and certification costs.
4. OCPFA members volunteering for this assignment shall be free to discontinue their services at any time by informing their supervisors in writing that they no longer wish to operate the crane.
5. OCPFA members shall only operate the crane while on duty and working as a firefighter for the OCFA.
6. The OCFA shall incur all cost and liability associated with operation of the crane.
7. Members of the OCPFA shall restrict their operation of the crane to those duties that relate directly with emergency ARFF work (e.g. removing planes or parts of planes from the runway).
8. At no time shall OCPFA members engage in work normally and customarily done by other unionized crane operators such as loading or off-loading trucks, lifting air conditioners, etc.
9. OCPFA members will be fully apprised of the ramifications of drug and alcohol testing as required under the statutes governing the operation of cranes and certification of crane operators.
10. OCPFA members will be notified a minimum of thirty (30) days prior to testing. Testing shall be voluntary and shall be done in accordance with the Federal Department of Transportation testing for motor vehicle operators except there shall be no random testing in the Crane Operator Program.
11. Disputes regarding the application or interpretation of this Agreement shall be processed through the normal grievance process.

**CRANE OPERATORS AT JOHN WAYNE AIRPORT AGREEMENT  
PAGE 2 OF 2**

The intent of the Crane Operator Program is to provide the County of Orange with a value-added service of rapid plane removal or other emergency rescue work. Both parties agree to discuss, as needed, the merits of the Crane Operator Program and consider recommended changes to the Program.

**ORANGE COUNTY FIRE AUTHORITY**

  
Patrick L. Walker, Deputy Fire Chief

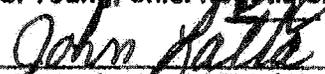
  
Zenovy Jakymiw, Human Resources Director

Date



**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
Dan S. Young, Chief Negotiator

  
John Zatta, Assistant Chief Negotiator

Date



**EMPLOYEE WORK SCHEDULE WHILE ATTENDING TRAINING AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2008 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement to resolve all issues concerning employees' work schedules while they are attending approved training in the following manner:

1. The OCFA and the OCPFA agree that a shift (fifty-six [56] hour average duty week) employee who attends approved training within Orange County or within reasonable travel distance of Orange County on his/her normal duty day shall receive his/her normal pay. Such employee is expected to return to his/her duty station after class or arrange for time off, in advance, through normal procedure. The OCFA will back-fill for the employee for the period of training plus reasonable travel time. The OCFA will make a reasonable effort to release an employee who wishes to use his/her own compensated time off rather than return to duty.
2. The OCFA and the OCPFA agree that a shift employee who attends approved training within Orange County or within reasonable travel distance of Orange County on his/her assigned off-duty day shall be compensated for actual classroom time pursuant to the applicable Firefighter Unit Memorandum of Understanding (MOU) provisions.
3. The OCFA and the OCPFA agree that a staff (forty [40] hour workweek) employee attending approved training within Orange County or within reasonable travel distance of Orange County shall be considered on-duty and will be compensated pursuant to the applicable MOU provisions for any time worked in excess of his/her normal duty hours. Decisions regarding backfilling such staff positions shall be at the discretion of the OCFA pursuant to the applicable MOU provisions.
4. The OCFA and the OCPFA agree that when a shift employee is attending approved training that is not within Orange County or within a reasonable travel distance of Orange County for a period of time consisting of four (4) or less consecutive calendar days, the employee's normally assigned shift schedule shall remain the same. The employee shall be compensated for the actual class time plus reasonable travel time on his/her assigned off-duty day pursuant to the applicable MOU provisions.
5. The OCFA and the OCPFA agree that when a shift employee is attending approved training that is not within Orange County or within a reasonable travel distance of Orange County for a period of time consisting of five (5) or more consecutive calendar days, the employee will be reassigned to a staff workweek for the duration of the training. The OCFA shall ensure that there is no loss of hours or compensation from the employee's normal salary due to the change from a shift schedule to a staff workweek over the Fair Labor Standards Act work period.
6. The OCFA and the OCPFA agree that an employee will be granted mileage reimbursement for either in-county or out-of-county training as per the OCFA's mileage reimbursement policy when an OCFA vehicle is not available. When applicable, the cost of air travel to the same location will determine the amount to be reimbursed instead of mileage at the discretion of the OCFA.
7. The OCFA agrees to allow an employee reasonable travel time to attend training.
8. This Agreement represents a full and complete settlement of this issue. The OCPFA has entered into this Agreement knowingly and freely.
9. This Agreement will remain in force as long as both parties are in agreement. Upon request of either party, the OCFA and the OCPFA agree to discuss modification to or elimination of this Agreement.

OCFA 

OCPFA 

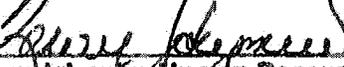
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EMPLOYEE WORK SCHEDULE WHILE ATTENDING TRAINING AGREEMENT  
PAGE 2 OF 2

10. The parties agree to communicate to impacted employees the aforementioned procedures. The parties further agree to refrain from making public statements through any media regarding aspects of this Agreement which are not procedural in nature.

ORANGE COUNTY FIRE AUTHORITY

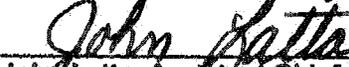
  
\_\_\_\_\_  
Patrick J. Walker, Deputy Fire Chief

  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date

ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3831

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date

EXCEPTION TO ADDENDUM TO FIREFIGHTER MEMORANDUM OF UNDERSTANDING  
HAND CREW FIREFIGHTER AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM: APRIL 6, 2012 THROUGH JUNE 30, 2014  
PAGE 1 OF 1

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA), have met and conferred regarding the addition of the City of Santa Ana (City) to the OCFA and its impact on the provisions of the Hand Crew Firefighter Agreement (Agreement).

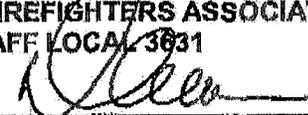
Both the OCFA and OCPFA agree to waive the section in the Agreement that references the implementation of Article X, Layoff Procedure. The provision in the agreement requires members in the Hand Crew Firefighter classification to be laid off prior to any other member in any one of the other Firefighter Unit classifications. Both parties have agreed to waive this requirement in situations where the OCFA implements operational reductions, including terminating service, within the City which would cause the OCFA to initiate lay-offs within the Firefighter Unit.

Except as stated herein, both parties agree that the other provisions in the Agreement are not affected.

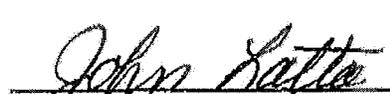
ORANGE COUNTY FIRE AUTHORITY

ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631

  
\_\_\_\_\_  
Ron Blaul, Deputy Fire Chief  
Negotiator

  
\_\_\_\_\_  
Dave Rose, OCPFA Vice President

  
\_\_\_\_\_  
Zhenovya Yakymiw, Human Resources Director

  
\_\_\_\_\_  
John Latta, OCPFA Business Agent

Date

Date

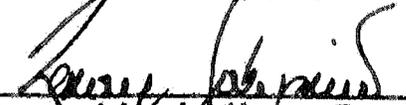
**FIRE APPARATUS ENGINEER PARAMEDIC INCENTIVE PAY AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: NOVEMBER 21, 2008 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

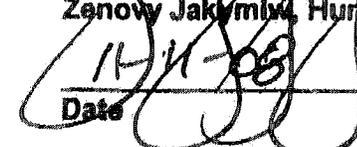
The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) hereby enter into this Agreement on the subject of providing a Paramedic Incentive Pay for Firefighters who promote into a non-paramedic Fire Apparatus Engineer position, and who had been assigned as paramedics immediately prior to the promotion. The conditions are as follows:

1. Employees in the Fire Apparatus Engineer classification who possess and maintain a current Orange County Paramedic Certification and agree to perform paramedic duties when required shall receive a partial paramedic incentive pay in the amount of \$500 per month.
2. The \$500 partial paramedic incentive pay shall apply only to the Fire Apparatus Engineer classification and will not be used in the calculation of promotional salary adjustments.
3. The \$500 partial paramedic incentive pay shall not be prorated to apply to any overtime shifts worked in a non-paramedic position. Overtime shifts worked in a paramedic position will be compensated in accordance with the MOU.
4. The \$500 partial paramedic incentive pay shall not apply to personnel in the Fire Apparatus Engineer classification who receive Hazardous Materials Pay, Aircraft Rescue Firefighting Pay, Urban Search and Rescue Pay or Staff Assignment Pay.
5. The \$500 partial paramedic incentive pay shall not apply to personnel in the Fire Apparatus Engineer classification who are assigned to a full-time Fire Apparatus Engineer-Paramedic post position.
6. The \$500 partial paramedic incentive pay shall apply to all employees currently in the classification of Fire Apparatus Engineer who qualify in accordance with this agreement.

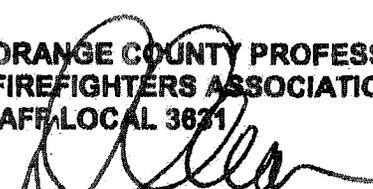
**ORANGE COUNTY FIRE AUTHORITY**

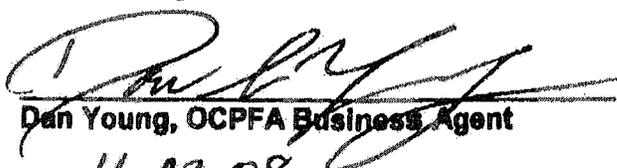
  
Patrick McIntosh, Deputy Fire Chief

  
Zenovy Jakymiv, Human Resources Director

  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
David Rose, OCPFA Vice President

  
Dan Young, OCPFA Business Agent

  
Date

OCFA 

OCPFA 

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**ADDENDUM TO FIREFIGHTER MEMORANDUM OF UNDERSTANDING  
HAND CREW FIREFIGHTER AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF  
LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY**

On January 22, 2009 the OCFA Board of Directors approved the classification of Hand Crew Firefighter. In accordance with the OCFA Employee Relations Resolution, the classification has been included in the Firefighter Unit, which is currently covered by the 2000-2012 Firefighter Unit Memorandum of Understanding, herein referred to as "MOU".

In accordance with the Meyers-Millias-Brown Act, representatives from the Orange County Fire Authority and the Orange County Professional Firefighters Association – Local 3631, have met and conferred regarding the application of the Firefighter Unit MOU to the Hand Crew Firefighter classification. The parties have completed the meet and confer process and agree as follows:

- All provisions of the MOU will apply to the members in the Hand Crew Firefighter classification except for the following provisions under Article XXIV, Section 4, Specialty Pay
  - A. Paramedic Pay
  - B. Bilingual Pay
  - C. Hazardous Materials Pay
  - D. Aircraft Firefighting (ARFF) Pay
  - E. Educational Incentive Pay
  - F. Urban Search and Rescue (USAR) Pay
  - G. Staff Assignment Pay
  - H. Emergency Medical Technician (EMT) Pay
- In the event Article X, Layoff Procedure is initiated, members in the Hand Crew Firefighter classification will be laid off in accordance with the provisions as set forth in the MOU. However, it is agreed that the members in the Hand Crew Firefighter classification will be laid off prior to any other member in one of the other Firefighter Unit classifications.
- Appendix A of the MOU shall be amended to include the classification of Hand Crew Firefighter.
- This agreement shall be included as part of the MOU, and be effective for the term of the MOU.

All terms and conditions set forth above and are hereby agreed upon this  
5th day of FEBRUARY, 2009.

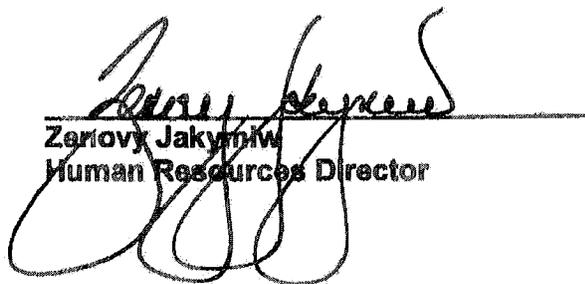
**Orange County Fire Authority**



**Patrick McIntosh  
Deputy Fire Chief**



**Mark Kramer  
Assistant Chief - Operations**



**Zorovy Jakymiw  
Human Resources Director**

**Orange County Professional  
Firefighters Association**



**Dave Rose  
OCPFA Representative**



**Ray Geagan  
OCPFA Representative**

**HAZARDOUS MATERIALS AND PARAMEDIC INCENTIVE (HMPI) PAY AGREEMENT**  
**BETWEEN**  
**ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3831**  
**AND**  
**ORANGE COUNTY FIRE AUTHORITY**  
**TERM OF THE AGREEMENT: IMPLEMENTATION OF HAZARDOUS MATERIALS**  
**RESPONSE UNIT 79 THROUGH JUNE 30, 2014**  
**PAGE 1 OF 2**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3831 (OCPFA) hereby enter into this Agreement on the subject of providing a Hazardous Materials and Paramedic Incentive Pay (HMPI) for Firefighters who are assigned to positions designated as having to provide both Hazardous Materials and Paramedic services. The conditions and application of the HMPI Pay are as follows:

1. Employees must be designated as qualified by the Authority to be eligible to receive the HMPI pay. Qualified is defined as being an Authority sponsored Paramedic that is Paramedic Assessment Unit (PAU) qualified and certified as a Hazardous Materials Technician and/or Specialist.
2. The Hazardous Materials Pay noted herein is a reduced rate from the Hazardous Materials Pay, identified in the Firefighter Unit MOU, and will only be applied under the conditions noted in this agreement.
3. Employees regularly assigned to the designated Paramedic/Haz-Mat positions who receive Paramedic Pay, as provided in the Firefighter Unit Memorandum of Understanding (MOU), and who qualify to participate as a Hazardous Materials Response Team (HMRT) member, will be compensated in addition to their paramedic pay, approximately two and five-tenths (2.5) percent of top step Firefighter base salary per month, prorated on an hourly basis.
4. Employees who are occasionally assigned to cover a Paramedic/Haz-Mat position due to the absence of a regularly assigned employee, and are qualified as stated above, shall receive pay in accordance with this agreement on a prorated basis for each hour the employee is assigned to perform the duties of the designated Paramedic/Haz-Mat position.
5. A minimum of eight (8) Firefighter classification assignments for substitution, requiring both a Paramedic (PAU qualified) and certified as a Hazardous Materials Technician and/or Specialist, will be added for this purpose to which selected employees will be assigned by the Authority.
6. Employees who backfill an overtime shift to cover the designated Paramedic/Haz-Mat position, due to the absence of the regularly assigned employee, and are qualified as stated herein, shall also receive pay in accordance with this agreement on a prorated basis for that overtime shift or portion thereof.

**HAZARDOUS MATERIALS AND PARAMEDIC INCENTIVE (HMPI) PAY AGREEMENT  
PAGE 2 OF 2**

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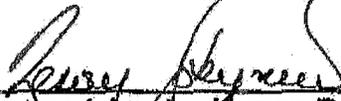
7. The compensation noted herein shall apply to worker's compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the Authority to the Paramedic/Haz-Mat position.

**ORANGE COUNTY FIRE AUTHORITY**

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Ron Blaul, Deputy Fire Chief

  
\_\_\_\_\_  
David Rose, OCPFA President

  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Hildo Horlings, OCPFA Treasurer

Date

4/5/13

Date

4/1/13

**INVESTIGATIVE INTERVIEW AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2008 THROUGH JUNE 30, 2012  
PAGE 1 OF 2**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) hereby enter into this Agreement on the provisions relative to investigative interviews as follows:

1. Whenever any employee is questioned or interrogated by management concerning any matter which could lead to discipline, the employee may request that an OCPFA representative be present during the questioning or interrogation session.
2. In the event the employee exercises such right, no questioning or interrogation shall proceed until such time as an OCPFA representative is made available to attend such session.
3. An employee suspected of criminal misconduct may be ordered to answer questions, notwithstanding the employee's constitutional rights, upon penalty of discipline provided the employee is advised that such answers may not be used in any criminal proceedings against the employee.
4. For the purpose of this Agreement, employees assigned the duties of arson investigation shall be deemed peace officers, and this Agreement will neither diminish nor enhance rights granted under California Government Code 3300, if any exist.
5. In order to eliminate any issues relative to the number of representatives that maybe present at investigative interview meetings, the following has been agreed:
  - A. The OCFA may have up to two (2) management representatives in attendance.
  - B. In addition to the employee represented, the OCPFA may have up to two (2) representatives in attendance. However, if the employee represented is also an OCPFA representative, in which case two (2) other OCPFA representatives and a total of three (3) management representatives may attend.
  - C. Each party shall designate one (1) lead representative unless otherwise agreed to.
  - D. The OCFA and the OCPFA agree that in extraordinary circumstances it may be desirable for either or both parties to have more than two (2) representatives. In such cases, additional representatives may attend upon mutual agreement.
  - E. The OCFA shall be responsible for release time for the employee represented and up to one (1) OCPFA representative.
  - F. The OCFA retains discretion to backfill positions associated with such release time and shall be responsible therefore.
  - G. The presence of attorneys for either party shall not count against the limitations herein.

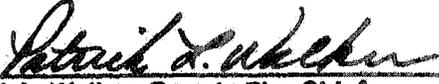
OCFA 

OCPFA  J

INVESTIGATIVE INTERVIEW AGREEMENT  
PAGE 2 OF 2

This Agreement shall be applicable only in those circumstances in which an employee is legally entitled to OCPFA representation.

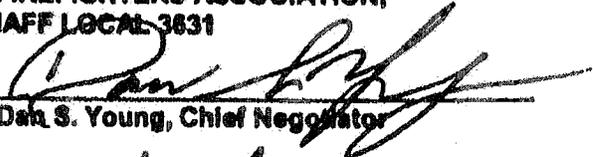
ORANGE COUNTY FIRE AUTHORITY

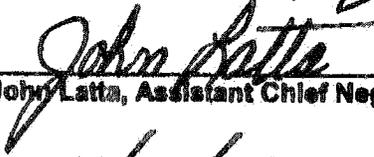
  
Patrick L. Walker, Deputy Fire Chief

  
Zenovy Jakymiw, Human Resources Director

  
Date

ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3831

  
Dan S. Young, Chief Negotiator

  
John Latta, Assistant Chief Negotiator

  
Date

**MEDICAL OPERATIONS SKILLS MAINTENANCE AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

This Agreement is entered into between the Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) regarding the OCFA's paramedic program. This Agreement sets forth the additional working conditions for those personnel represented by the OCPFA who voluntarily accept the duties associated with the OCFA's paramedic program.

The OCFA and the OCPFA agree to implement a system-wide procedure to monitor, maintain, and enhance paramedic skills. This procedure is described in detail in Standard Operating Procedures OM 210.35 (see attachment). Procedures which identify critical paramedic skills, processes for monitoring those skills, and methods-of-ensuring that all licensed paramedics have the ability to perform the identified critical skills are outlined in OCFA Standard Operating Procedures OM 210.35. Incorporated into Standard Operating Procedures OM 210.35 are provisions that provide for:

- Voluntary rotations to achieve established performance thresholds
- Procedures for the Emergency Medical Services Battalion Chief to arrange for administrative assignments for paramedics who do not meet established critical skills thresholds
- Procedures for temporary suspension of sponsorship as an Orange County paramedic for failure to meet established thresholds
- Procedures for reinstatement of sponsorship as an Orange County paramedic
- Criteria for permanent revocation of sponsorship as an Orange County paramedic

It is recognized by both parties that all employees' rights afforded by the Firefighter Unit Memorandum of Understanding (MOU) between the parties and by State and Federal law are unabridged and in full force and effect.

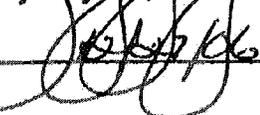
Paramedics whose sponsorship is suspended or revoked will have the same due process rights as outlined in Article VIII of MOU regarding suspensions, reductions, and discharges.

This Agreement shall become effective upon publication and distribution of Standard Operating Procedures OM 210.35 to all fire stations within the OCFA and shall remain in effect until June 30, 2012, unless changed by mutual agreement between the parties.

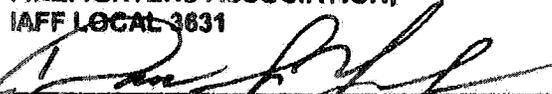
**ORANGE COUNTY FIRE AUTHORITY**

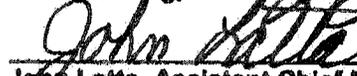
  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

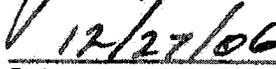
  
\_\_\_\_\_  
Zenovy Yakymiw, Human Resources Director

  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date 12/27/06

OCFA 

OCPFA 

K

### OCFPA SIMPLIFIED FORMAT - TRIGGER FORMULA

(Reformatted from the Five Year Financial Forecast - Baseline Model)

FY 2010/11

*This document represents the "OCFPA Simplified Format" as referenced in Article XXIV, Section 1. P. d. It contains the values from the Five Year Financial Forecast - Baseline for FY 2010/11, as adjusted for Secured Property Taxes. Values for subsequent fiscal years will be presented in this format, as the Five Year Financial Forecast - Base Line Model is calculated for these years.*

#### GENERAL FUND REVENUES

Property Taxes	178,297,955
State Reimbursements	4,575,101
Federal Reimbursements	100,000
One-Time Grant Proceeds	1,041,900
CRA Pass-thru's	3,457,556
Cash Contracts	45,872,471
Haz Mat Services Section	1,095,161
Fire Prevention Fee	4,633,104
ALS Supplies & Transport Reimbursement	4,810,426
Interest Earnings	736,028
Other Revenue	512,000

**TOTAL REVENUES (A) 245,131,702**

#### GENERAL FUND EXPENDITURES

Salaries & Employee Benefits	221,201,034
Services & Supplies/Equipment	19,801,872
One-Time Grant Expenditures	645,500
TRAN Debt Service - Interest Expense	0
Incremental Increase to Contingency Re	864,023 (a)

**TOTAL EXPENDITURES (B) 242,512,429**

(a) *This item is in addition to the total shown for General Fund expenditures on the Five Year Financial Forecast. For purposes of the Forecast, this item is reflected in Section B. Should additional increases be needed to replenish Contingency Reserve funds that may have been used for budget deficits, these increases will be funded first from the cashflow reserve.*

**GENERAL FUND SURPLUS/(DEFICIT) = (A-B) 2,619,273**

(12,082,420)

Fund 5% of General Fund Expenditures to CIP  
(excludes incremental increase to Contingency Reserve)

**TRIGGER FORMULA FUNDS AVAILABLE - ALL GROUPS (9,463,147)**

**OCPFA SUPPLEMENTAL RETIREE MEDICAL PLAN AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 2**

In consideration of the mutual covenants, promises, and conditions set forth hereinafter and pursuant to Article XXV of the 2007-2012 Memorandum of Understanding between the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) and the Orange County Fire Authority (OCFA), the parties agree as follows:

1. Upon presentation to the OCFA by the OCPFA of a written plan document consistent with the terms of this Agreement, the OCFA will deduct from all regular, limited-term, part-time (at least twenty [20] hours per week), and probationary employees one (1) percent of their base salary to be deposited into an OCPFA Supplemental Retiree Medical Plan (Plan) trust fund which will serve as a supplement to the OCFA's Retiree Medical Insurance Grant Program. The trust will be identified as the OCPFA Supplemental Retiree Medical Plan and will be separate and apart from the OCFA's Retiree Medical Insurance Grant Program and will be for the sole purpose set forth in paragraphs 2. and 3.
2. The OCPFA will provide a Plan benefit for: (a) all members of the Firefighters Unit and, (b) all members leaving the Firefighter Unit who remains employed elsewhere by the OCFA and who sign authorization statements permitting deductions of one percent (1%) of their base salary to be used for that purpose. Members of the Firefighter Unit consist of employees in those positions set forth in Appendix A of the Memorandum of Understanding (MOU) and any position subsequently added to the Firefighter Unit by action of the OCFA Board of Directors.
3. The Plan shall be used solely for the purpose of reducing the cost of OCPFA provided health insurance to members of the Firefighter Unit who retire on or after April 1, 2002.
4. The Plan, the amount of the benefit provided thereunder, and all costs of providing and administering such Plan shall be the sole responsibility of the OCPFA. Except for the obligation to transmit funds to the Plan trust, the OCFA shall not be responsible for any other matter related to the Plan including any cost of providing or administering said Plan. In the administration of this Plan, the OCPFA shall be responsible for coordinating the benefit provided herein with the Orange County Employees Retirement System to ensure that the benefit is not paid in cash to the retiree.
5. The OCPFA shall provide the OCFA with a copy of an annual audit of administering the Plan. The annual audit report shall include actual cost of the Plan, expenditures, and details of how all funds are administered. All books and records related to the administration and provision of such Plan shall be available for audit and/or inspection by the OCFA or its agents upon request and a thirty- (30) day notice.
6. The OCPFA represents that it is or has created an Internal Revenue Code Section 501(c)(5) and/or (9) entity, and that it has created a Voluntary Employees Beneficiary Association within the meaning of the Internal Revenue Code such that the one (1) percent of base salary may be treated as non-taxable compensation. In entering this Agreement, the OCFA is relying on said representation and on the OCPFA's compliance with all laws and regulations relating to the provision of the benefits provided herein on a pre-tax basis.
7. The OCPFA shall defend, indemnify, and hold the OCFA harmless from any claims, costs, or legal action arising out of or in any way related to the Plan administered and/or provided pursuant to this Agreement. The OCFA shall have the right to select counsel for any defense hereunder. Claims, costs, or legal action shall include, but not be limited to, fees, penalties, and damages claimed by employees, retirees, or government agencies.

OCFA 

OCFA 

M

**OCPFA SUPPLEMENTAL RETIREE MEDICAL PLAN AGREEMENT  
PAGE 2 OF 2**

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8. Any dividends paid, premiums refunded, or other rebates or refunds made under any plan or policy shall be the property of the OCFA; provided, however, that said funds will be transmitted to the OCPFA for the Plan trust fund purposes.
9. The provisions of this Agreement shall not be subject to the grievance and arbitration provisions of the parties' separate MOU.
10. The one (1) percent of base salary used to fund the benefit herein shall be considered as part of the base salary for purposes of determining "Total Compensation" pursuant to Article XXIX of the MOU.
11. This Agreement shall terminate upon the occurrence of any of the following events: (a) written request by the OCPFA, (b) dissolution of the trust fund, or (c) cessation of trust fund benefits.
12. This Agreement is the entire, integrated agreement with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. The parties also agree that no modification of this Agreement shall be valid unless it is in writing and signed by all of the parties to this Agreement.
13. This Agreement shall not be construed in favor or against any party regardless of which party drafted or participated in the drafting of its terms.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

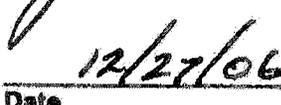
  
\_\_\_\_\_  
Zenovy Yakymiv, Human Resources Director

  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

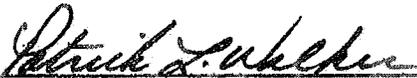
  
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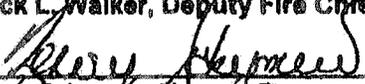
**OVERTIME DISTRIBUTION AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA), hereby agree that the procedures covering the distribution of overtime to employees in the Firefighter Unit are thoroughly and satisfactorily covered in the OCFA Standard Operating Procedures AM 103.16 (Staffing Procedures).

It is furthered agreed, that any changes, revisions, or modifications to the OCFA Standard Operating Procedures AM 103.16 will necessitate a meet and confer and mutual agreement between the OCFA and the OCPFA. Disputes regarding misinterpretation or misapplication of the provisions contained herein shall be subject to the grievance procedure in accordance with the provisions of the 2007-2012 Firefighter Unit Memorandum of Understanding.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

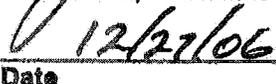
  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date 12/27/06

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date 12/27/06

**POSITION VACANCY UNDERSTANDING  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM: DECEMBER 3, 2010 THROUGH JUNE 30, 2014  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, Local 3631 (OCPFA) enter into this understanding concerning Firefighter Unit positions. The parties agree:

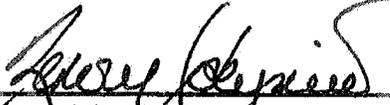
1. It is the OCFA's intent that when economically and operationally feasible and as a general practice, the OCFA will hold a total of 15 positions vacant within the classifications of Firefighter, Fire Apparatus Engineer, and Fire Captain
2. These 15 vacancies will be filled through the backfill process in accordance with the applicable provisions within the current Memorandum of Understanding.
3. Both parties recognize that there are mutual benefits of such a practice, however, should the OCFA determine that it is in the best interest of the agency to hold less than 15 positions vacant, or to fill all vacant positions, the OCFA retains its prerogative to do so. Nothing within this agreement should be construed to obligate the OCFA to bargain over decisions which are not mandatory subjects of bargaining under the law.

**Orange County Fire Authority**

**Orange County Professional Firefighters Association, IAFF Local 3631**

  
\_\_\_\_\_  
Ron Blaul, Deputy Fire Chief

  
\_\_\_\_\_  
Dave Rose, OCPFA Chief Negotiator

  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Ray Geagan, OCPFA Vice President

  
\_\_\_\_\_  
Date 5/6/11

\_\_\_\_\_  
Date 3/10/11

**RELIEF CREW CHIEFS/HELICOPTER PROGRAM AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement which sets forth the criteria and methodology for the selection of Crew Chiefs and Relief Crew Chiefs for the OCFA's Helicopter Program (OCFA Air Operations). The criteria and methodology shall be as follows:

1. The OCFA will select employees from the Firefighter Unit to perform in the capacity of Relief Crew Chiefs in order to have enough personnel available to adequately staff helicopter flights.
2. The OCFA shall maintain the right to determine the appropriate number of Relief Crew Chiefs at any one time.
3. Training provided to Relief Crew Chiefs will be the same as that provided to the regular Crew Chiefs.
4. Current Fire Captains with at least three (3) years experience as a Fire Captain will be eligible to apply for the position of Relief Crew Chief.
5. Minimum training prerequisites for candidates are successful completion of Rescue Systems I, Swiftwater Rescue, and Intermediate Fire Behavior (S-290).
6. The Special Operations Battalion Chief will coordinate an oral interview process for the purpose of selection of candidates with the concurrence of the Chief of Operations.
7. When a regular status Crew Chief vacancy occurs, the OCFA will offer the position to the Relief Crew Chief with the most total seniority with the OCFA with a valid transfer request on file. In the event there are no transfer requests on file, vacancies for regular status Crew Chiefs will be filled utilizing the same selection process as outlined for Relief Crew Chiefs.

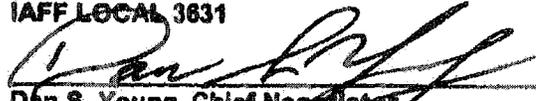
**ORANGE COUNTY FIRE AUTHORITY**

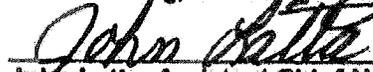
  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

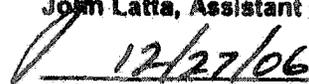
  
\_\_\_\_\_  
Zenovy Yakymiw, Human Resources Director

  
\_\_\_\_\_  
Date 12/27/06

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date 12/27/06

## RELEASE TIME AGREEMENT

It is recognized and agreed that there are times when the OCFA's interest and the Association's interest are aligned, and it would be in the parties' best interest to collaborate collectively to achieve certain legislative agendas or develop strategies to address other issues. To accomplish this collaboration the parties recognize the need to have the Association President and/or various officers of the Association be released from duty in order to utilize their knowledge and expertise to promote mutually beneficial local, state, and federal legislative initiatives.

Therefore, the Orange County Fire Authority ("OCFA"), and the Orange County Professional Firefighters Association, Local 3631 ("Association") agree as follows:

1. The OCFA will provide up to 2038 hours of release time per calendar year for use by the Association President or officer(s) to pursue matters of common interest. The association agrees to make an additional 874 hours available from the Association's "Union Time Bank" for this purpose.
2. For purposes of this Agreement, the Association President or officers will be treated as though they are on an authorized, paid leave of absence while utilizing release time.
3. During the term of this agreement, the Association President will report to the Deputy Fire Chief and provide quarterly activity reports on release time usage for matters identified as being of mutual interest.
4. The Association President and officers will be required to maintain certifications and complete all mandatory training required by rank and assigned duties.
5. During the term of this Agreement, the Association President will continue to be eligible for voluntary backfill assignments through the staffing system. However, he/she will be exempt from forced hire for non emergency backfill assignments.
6. The Association President and officers shall not engage in activities that promote or oppose the election of any public official or the support or defeat of any ballot measure during their regularly scheduled shifts for which they are using OCFA provided release time.

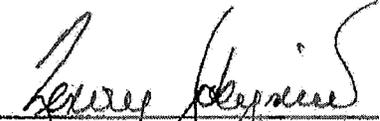
7. To the extent that any of the provisions of this agreement are inconsistent, or in conflict with provisions of the parties MOU, the provisions of this Agreement shall supersede.
8. This Agreement shall become effective on January 31, 2011 and will expire on December 31, 2013. Any extension of this agreement beyond December 31, 2013 must be approved by separate written agreement, by both the OCFA Fire Chief and Association President.

Orange County Fire Authority



Keith Richter, Fire Chief

Date: 4/5/12



Zenow Jakymiw, H.R. Director

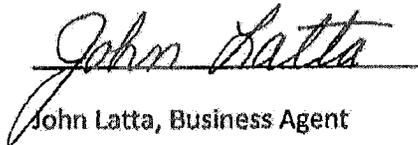
Orange County Professional

Firefighters Association



David Rose, Vice President

Date: 3/22/1



John Latta, Business Agent

**REPRESENTATION AT GRIEVANCE/APPEAL MEETINGS AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

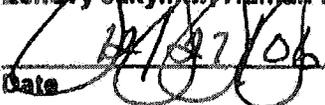
The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement in order to eliminate any issues relative to the number of representatives that may be present at a grievance/appeal meeting. The parties have agreed to the following:

1. The OCFA may have up to four (4) management representatives in attendance.
2. The OCPFA may have the grievant and up to three (3) grievance/appeal representatives in attendance. However, if the grievant is also a grievance/appeal representative, in which case two (2) other grievance/appeal representatives and a total of three (3) management representatives may attend.
3. Each party will designate one (1) spokesperson unless otherwise agreed to.
4. The OCFA will be responsible for release time for the grievant and up to one (1) OCPFA representative.
5. The OCFA retains discretion to backfill positions associated with such release time and shall be responsible therefore.
6. The presence of attorneys for either party shall not count against the limitations herein.
7. Alleged misinterpretation/misapplication of any sections in this Agreement will be arbitrable pursuant to the Firefighter Unit Memorandum of Understanding.

**ORANGE COUNTY FIRE AUTHORITY**

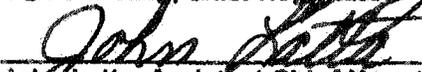
  
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Patrick L. Walker, Deputy Fire Chief

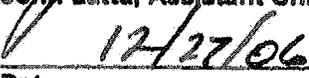
  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date 12/27/06

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date 12/27/06

**TILLER-OPERATOR AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: JUNE 6, 2007 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement concerning firefighters who are assigned to a Tractor Drawn Aerial Apparatus (TDA) that necessitate a tiller-operator. The parties have agreed to the following:

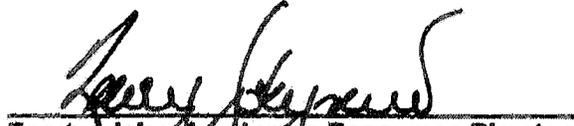
1. The OCFA agrees to provide all training in tiller operations to non-paramedic firefighters regularly assigned to a post position at the same station as the TDA.
2. Firefighters transferring into a post position on a TDA truck will have to successfully complete the training and agree to provide the service of tiller operator. Firefighters who hold a post position on a truck that is identified to be replaced with a TDA and do not volunteer to become tiller certified, or who are unable to successfully complete the training, will be allowed to keep their post position until such time as they voluntarily relinquish it.
3. The parties agree that once provisions of paragraph one (1) above have been completed, the OCFA will commence training for additional employees who volunteer for training in tiller operations. The OCFA will train 10 additional personnel, selected by seniority, over the course of the next year and evaluate further needs at the end of that year.
4. One tiller operator is required to operate a TDA. The OCFA staffing system will be programmed to ensure equal distribution of overtime while maintaining the required TDA staffing.
5. The parties recognize that assignment to a position on a TDA as the tiller-operator will not receive additional compensation at this time.
6. This agreement supercedes all previous agreements regarding the training and or operation of tiller operator or TDA.

**ORANGE COUNTY FIRE AUTHORITY**

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
Patrick McIntosh, Assistant Chief-Operations

  
Rick Cornell, Vice President-OCPFA

  
Zenovy Jakymec, Human Resources Director

  
Dave Thompson, Vice President-OCPFA

July 18, 2007  
Date

7-18-07  
Date

OCFA 

OCPFA  S

**TRANSITION OF EMPLOYMENT AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF AGREEMENT: SEPTEMBER 28, 2008 THROUGH JUNE 30, 2012  
PAGE 1 OF 2**

In consideration of the Orange County Fire Authority's intent to provide fire services for public agencies within Orange County who had previously provided fire services through their own fire departments, the Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) agree to the following provisions regarding the transition of employees from other public fire service agencies within Orange County to employment with the OCFA:

1. For the purposes of this Agreement, continuous employment with a transitioning fire service agency shall mean employment with the transitioning fire service agency in a full-time, regular position which has not been interrupted by resignation, discharge, or retirement, and for which the employee has accrued public safety retirement system credit, exclusive of any credit for overtime. Suspensions and unpaid leaves of absence for up to a two-year period shall not be considered a break in service, nor shall such suspensions and leaves of absence be credited toward continuous employment.
2. All employees transitioning to OCFA employment into positions covered by the Firefighter Unit Memorandum of Understanding (MOU), as the result of the OCFA taking over the responsibility for the provision of fire services for their former employer, shall receive full credit for their continuous employment with the public fire service agency from which they are transitioning for the purposes of determining sick leave accrual rates, vacation accrual rates, and meeting minimum requirements for promotional opportunities.
3. Transitions into positions will be as follows:
  - A. The most senior employees transitioning to OCFA employment into positions covered by the MOU equal in number to the number of OCFA positions created as the result of the OCFA taking over the responsibility for the provision of fire services for their former employer shall receive full credit for their continuous employment with the public fire service agency from which they are transitioning. Such credit is for the purposes of determining eligibility for all seniority-based rights held by employees covered by the MOU, with the following exceptions:
    - i) Rights to determine eligibility for tier one retirement benefits (Article XV, Section 1. of the MOU), or
    - ii) Rights to determine eligibility for payoff of unused sick leave (Article V, Section 1. of the MOU), or
    - iii) Rights for any transitioning employee serving new probation at the time of transition to use his/her continuous employment with the transitioning public fire service agency to qualify toward the completion of new probation with the OCFA (Article III, Section 3.A.1. of the MOU).
  - B. The remaining employees transitioning to OCFA employment into positions covered by the MOU, as the result of the OCFA taking over the responsibility for the provision of fire services for their former employer, shall receive full credit for their continuous employment with the public service agency from which they are transitioning, one by one, as specified under paragraph 3.A. above when a more senior employee who transitioned from the same fire service agency and has received seniority credit pursuant to paragraph 3.A. above leaves employment with the OCFA. The employee with the greatest amount of continuous employment with the same transitioning

**TRANSITION OF EMPLOYMENT AGREEMENT  
PAGE 2 OF 2**

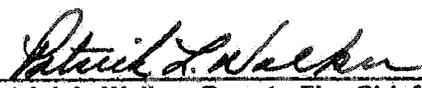
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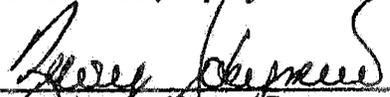
fire service agency from which he/she transitioned shall have first rights to the benefits provided by this paragraph.

4. To the extent not provided with their transition to employment with the OCFA, the parties agree to apply the provisions of this Agreement to employees who previously transitioned to the OCFA from the cities of Stanton and Seal Beach.
5. Nothing in this Agreement shall be construed in a manner that would provide credit for service with a fire department other than the OCFA for any purpose not specifically provided herein.
6. This Agreement shall not serve as a precedent for any grievance, dispute, lawsuit, or appeal between the parties.

Disputes regarding the interpretation or application of this Agreement may be submitted to the Human Resources Director by the OCPFA or by any employee of the Firefighter Unit. Such disputes shall only be valid if accompanied by documentation supporting the appellant's claim. The Human Resources Director shall issue a decision regarding the dispute within fourteen (14) calendar days from the date it was received. If the decision of the Human Resources Director does not resolve the dispute, such dispute may then be submitted to the Deputy Fire Chief within fourteen (14) calendar days from the decision of the Human Resources Director. If the decision of the Deputy Fire Chief fails to resolve the dispute, the OCPFA may submit the dispute to binding arbitration within fourteen (14) calendar days from the decision of the Deputy Fire Chief. The cost of such arbitration shall be shared equally by the parties. If either the Human Resources Director or the Deputy Fire Chief fails to issue a decision within the required time limit, the appellant may submit the dispute to the next step of the process provided herein. If the appellant or the OCPFA fails to submit the dispute to the next step of the process within the required time limits as described herein, the dispute shall be considered resolved.

**ORANGE COUNTY FIRE AUTHORITY**

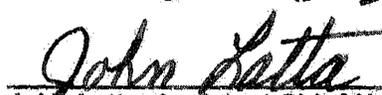
  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date

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OCFA 

OCPFA  T

**UNDERSTANDING  
REGARDING  
GENERAL FUND CONTINGENCY RESERVE FUND EXPENDITURES  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM: DECEMBER 3, 2010 THROUGH JUNE 30, 2014  
PAGE 1 OF 1**

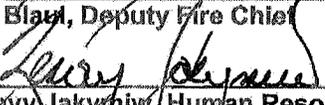
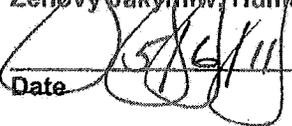
The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA), have engaged in negotiations regarding changes to the existing Memorandum of Understanding (2000-2010). One component to those negotiations was the use of the Authority's expenditure priorities involving the General Fund Contingency Reserve Fund. As a result of these negotiations, the Authority recognizes that one of the future uses of this Fund may involve expenditures that could defer operational reductions in activated regular post positions within the Firefighter Unit. As a result of these negotiations, an understanding between the parties has been reached.

In exchange for securing amendments to the Memorandum of Understanding with the OCPFA, the OCFA agrees to spend up to 25% of its General Fund Contingency Reserve Fund, if needed to bridge a General Fund budget deficit, and thereby to defer operational reductions.

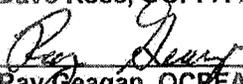
Furthermore, in the event that funds are used as described above from the General Fund Contingency Reserve, the depleted funds shall be immediately replenished by reallocating funds from the General Fund Cash-Flow Reserve to the Contingency Reserve.

As of June 30, 2014, any remaining funds in the General Fund Cash-Flow Reserve shall be used to pay down OCFA's unfunded retirement liability with the Orange County Employees Retirement System.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Ron Blatt, Deputy Fire Chief  
  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director  
  
\_\_\_\_\_  
Date 5/26/11

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dave Rose, OCPFA Chief Negotiator  
  
\_\_\_\_\_  
Ray Geagan, OCPFA Vice President  
\_\_\_\_\_  
Date 9/27/11

OCFA 

OCPFA   
U

**WATER TENDER/COMPRESSED AIR FOAM SYSTEM UNIT STAFFING AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: JULY 1, 2009 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement concerning the staffing and use of Water Tenders (WT) and Compressed Air Foam System (CAFS) Utility Vehicles by Firefighter Unit personnel. The parties have agreed to the following:

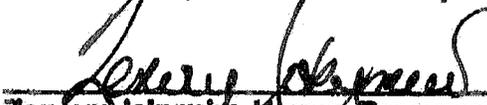
1. WT and CAFS utility vehicles may be staffed using career personnel from the Firefighter Unit when it is deemed appropriate to do so by the Assistant Chief of Operations. Drivers for the WT and CAFS units must be properly trained and licensed to drive the specific unit. The staffing of these units will conform, to the extent possible, to the hiring and callback procedures identified in SOP AM103.16—Staffing Procedures.
2. When the Assistant Chief of Operations exercises his discretion to use career personnel for WT, the staffing by such career personnel will consist of one member from the Fire Apparatus Engineer classification and one member from the Firefighter classification.
3. When the Assistant Chief of Operations exercises his discretion to use career personnel for CAFS units, the staffing by such career personnel will consist of a minimum of two personnel consisting of either one member from the Fire Apparatus Engineer classification and one member from the Firefighter classification or, if approved by the Assistant Chief of Operations or the Duty Officer in his absence, two members from the Firefighter classification. The Assistant Chief of Operations, or the Duty Officer in his absence, may also authorize additional CAFS unit staffing when deemed necessary by the OCFA.
4. The Assistant Chief of Operations, or the Duty Officer in his absence, may authorize the voluntary movement of qualified personnel from another unit for use on the WT or CAFS unit and the subsequent backfilling of the vacated position. If a CAFS unit is required to respond out of Orange County, the unit will be staffed with a Fire Captain, Fire Apparatus Engineer, and Firefighter. A second Firefighter may be added at the discretion of the Assistant Chief of Operations, based on funding.

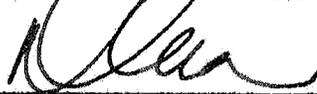
**ORANGE COUNTY FIRE AUTHORITY**

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, IAFF LOCAL  
3631**

  
\_\_\_\_\_  
Mark Kramer, Assistant Chief-Operations

  
\_\_\_\_\_  
Rick Cornell, Vice President-OCPFA

  
\_\_\_\_\_  
Zenovy Yakymiw, Human Resources Director

  
\_\_\_\_\_  
Dave Rose, Director-OCPFA

Date

Date

OCFA 

OCPFA   
V

WEFIT Immunization & Screening Agreement

Between

Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA)

And

Orange County Fire Authority (OCFA)

As part of the OCFA Wellness and Fitness (WEFIT) program implementation, the Immunization & Screening component of WEFIT is an amendment to the existing WEFIT Program Implementation Agreement dated December 2003.

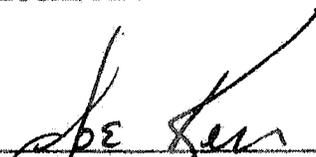
1. Both parties agree that immunization & screening is voluntary and no disciplinary action will be imposed on an employee solely based on their participation or non-participation.
2. Immunization records will be kept in strictest confidence by the OCFA Occupational Health Nurse and forwarded to employee's medical files at UCI/Center for Occupational and Environmental Health. The OCFA Occupational Health Nurse will keep and maintain these records in accordance with all applicable local, state, and federal laws, including the Health Insurance Portability and Accountability Act of 1969 (HIPPA). Access to the immunization records stored by OCFA will be restricted to only the Occupational Health Nurse and will not be released without a written consent from the employee. The employee shall have access to and receive a copy of their records upon request. The sole purpose of keeping and maintaining these records is to ensure that all applicable vaccinations and screening records are kept current for those persons participating in this program.
3. Results from blood titers for Hepatitis B will be sent directly to the employee and the OCFA Occupational Health Nurse who is the coordinator of the WEFIT Immunization Program. The blood titers are for purposes of determining levels of antibodies so that a determination can be made on whether the vaccine(s) are necessary.
4. The Hepatitis C screening results will be sent directly to the employee and UCI/Center for Occupational & Environmental Health and not sent to the OCFA Occupational Health Nurse/Immunization Coordinator.
5. This Agreement applies only to the Immunization & Screening component of the WEFIT program.

ORANGE COUNTY FIRE AUTHORITY

ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, IAFF  
LOCAL 3631

  
\_\_\_\_\_  
Chip Prather, Fire Chief  
OCFA

2/14/05  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joe Kerr, President  
OCPFA

2-24-05  
\_\_\_\_\_  
Date

OCFA 

OCPFA   
W

## WEFIT PROGRAM IMPLEMENTATION AGREEMENT

Between

Orange County Professional Firefighter Association-IAFF, Local 3631 (OCPFA)

And

Orange County Fire Authority (OCFA)

On September 25, 2003, the OCFA Board of Directors approved the Fire Service Joint Labor and Management Wellness-Fitness Initiative (WEFIT) for a two-year pilot program period. This program is a joint funding partnership between the Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association-IAFF, Local 3631 (OCPFA). In an effort to establish an effective WEFIT program that will improve the well-being and quality of health for OCFA employees, the OCFA and the OCPFA have met and discussed the various elements of the program. These efforts have resulted in developing and clarifying the program's intent and scope of application. This agreement serves as a record of these discussions and understandings as follows:

1. Both parties agree that the WEFIT Program is mandatory/non-punitive. The OCFA shall provide all five (5) of the following aspects of the WEFIT Program:
  - Medical
  - Fitness
  - Medical /Fitness/Injury Rehabilitation
  - Behavioral Health
  - Data Collection and Reporting

No disciplinary action will be imposed on an employee solely based on his/her participation or non-participation in any portion of the WEFIT Program.

2. It is agreed that the employee retains the option of having any portion of the physical examination provided by the OCFA's medical provider, or by a physician of the employee's choice at the employee's expense. Such results can be provided by the employee's physician directly to the OCFA's medical provider. Both parties agree to take positive steps to promote the WEFIT program and encourage employee participation in the physical examination and fitness testing process. However, the employee retains the option to not participate.
3. Employees will be scheduled for the physical examinations and fitness tests during work time, for which they will be compensated. Should circumstances arise which require the employee to be scheduled or rescheduled during off work time, employees will be compensated for the time spent participating in the physical examination and fitness testing process.
4. Medical information collected during the physical examination and fitness testing process will be confidential. Medical records will be retained by OCFA's medical provider and the specific details of the examination results will only be shared with the employee by the examining physician. Aggregate physical examination and fitness testing data will be provided to the OCFA and OCPFA in accordance with the WEFIT initiative.
5. The fitness for duty standards applied to employees, will remain unchanged from the fitness for duty standards applied at the time this agreement is signed by the parties. The OCFA may require medical and fitness for duty evaluations when there is sufficient cause for said evaluations. (e.g. returning to duty after medical or injury absence.)
6. The WEFIT program includes an on-duty exercise program. Participation in the on-duty exercise program is encouraged. Both parties agree to take positive steps to promote the fitness program and encourage employee participation. However, the employee retains

OCFA



OCPFA



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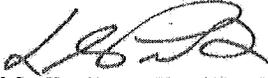
the option to not participate. No discipline will be initiated against an employee for not participating in the program.

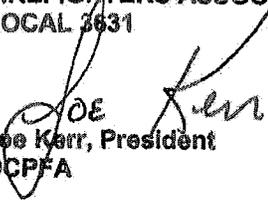
- 7. An eight (8) member WEFIT Oversight Committee, co-chaired by the OCFA and the OCPFA, will be created to oversee the WEFIT program. Each co-chair shall choose two (2) voting members and one (1) alternate. The additional members of the committee will be nonvoting-members, and will consist of one (1) representative from each of the following groups: Chief Officers Association (COA), and the Orange County Employees Association (OCEA).

The respective chairpersons shall have veto power over any issue that comes before the committee. Issues that are vetoed by a chairperson shall then be moved to the traditional arena of labor / management relations.

ORANGE COUNTY FIRE AUTHORITY

ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, IAFF  
LOCAL 2631

  
 Chip Prather, Fire Chief  
 OCFA

  
 Joe Kerr, President  
 OCPFA

12/15/03  
 Date

Dec. 1, 2003  
 Date

OCFA 

OCPFA   
 X

**WEFIT PROGRAM COORDINATOR POSITION AGREEMENT  
BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION - IAFF, LOCAL 3631  
AND  
ORANGE COUNTY EMPLOYEES ASSOCIATION  
AND  
JOLETTA BELTON**

**Page 1 of 2**

The Orange County Fire Authority (hereinafter referred to as "OCFA") and the Orange County Professional Firefighter Association, IAFF, Local 3631 (hereinafter referred to as "OCPFA") and the Orange County Employees Association (hereinafter referred to as "OCEA") and Joletta Belton together referred to as "parties" enter into this Agreement as it pertains to the creation and staffing of the WEFIT Program Coordinator Classification.

The WEFIT Program Coordinator duties have been performed by a safety employee in a classification represented by the OCPFA since the inception of the WEFIT Program in 2004. This assignment has always been filled by safety personnel as members of the FIREFIGHTER Bargaining Unit on a "voluntary assignment staff" basis, as outlined in OCFA Standard Operating Procedure (SOP) AM 103.04.

The OCFA wishes to delete the classification of Exercise Physiologist and create the classification of WEFIT Program Coordinator within the GENERAL Bargaining Unit represented by the OCEA.

Firefighter Joletta Belton, currently a member of the FIREFIGHTER Bargaining Unit, has sustained a work related injury which has resulted in permanent work restrictions prohibiting her from performing suppression duties. The OCFA intends to place her in the non-suppression classification of WEFIT Program Coordinator. It is recognized and agreed to by the parties that by accepting this employment opportunity Joletta Belton will become a member of the GENERAL Bargaining Unit.

As a member of the General Unit, Joletta Belton will no longer be a member of the FIREFIGHTER Bargaining Unit and the OCPFA will no longer have responsibility for or obligation to represent her employment matters. Additionally, Joletta Belton's medical insurance will no longer be provided by the OCPFA through the Firefighters Medical Trust. However, Joletta Belton's Supplemental Retiree Medical Grant, administered by the OCPFA, may be continued under the terms and conditions of that plan if she so chooses.

The OCPFA believes that Joletta Belton is qualified to perform the duties of the classification of WEFIT Program Coordinator and is willing to stipulate that the classification of WEFIT Program Coordinator will be placed in the GENERAL Bargaining Unit.

It is understood and agreed by all parties to this agreement that the classification of WEFIT Program Coordinator will be utilized in the WEFIT program only for the period of time that Joletta Belton is employed in the classification. Upon her vacating the classification of WEFIT Program Coordinator the

WEFIT PROGRAM COORDINATOR POSITION AGREEMENT

work will revert to members of the FIREFIGHTER Bargaining Unit represented by the OCPFA, and the classification of WEFIT Program Coordinator will be deleted from the General Unit.

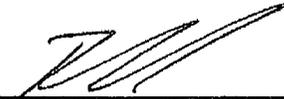
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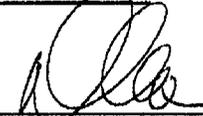
This agreement shall remain in full force and effect until such time as it is mutually modified by the parties or until Jolitta Belton no longer is employed in the classification of WEFIT Program Coordinator.

The undersigned parties agree to the terms and conditions as stated above:

ORANGE COUNTY FIRE AUTHORITY

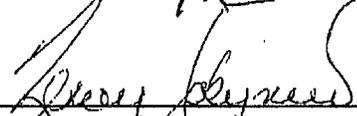
ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, IAFF  
LOCAL 3631

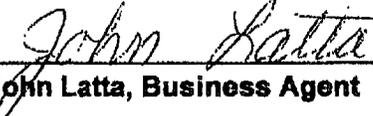
  
\_\_\_\_\_  
Ron Blaul, Deputy Fire Chief

  
\_\_\_\_\_  
David Rose, President

Date: 7/26/12

Date: 7/26/12

  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

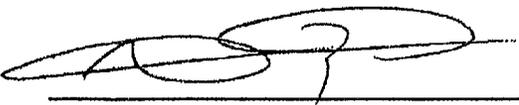
  
\_\_\_\_\_  
John Latta, Business Agent

Date: 7/26/12

Date: 7-26-12

Orange County Employees Association

Jolitta Belton

  
\_\_\_\_\_  
Aaron Peardon, Sr. Labor Relations Representative

  
\_\_\_\_\_  
Jolitta Belton

Date: 8/8/12

Date: 7/30/12

  
\_\_\_\_\_  
Lisa Major, Assistant General Manager

Date: 8/21/12

**WORK LOCATION SWAP AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SUNSETS WITH AGREEMENT ON NEW SOP AM103.16  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement concerning Firefighter Unit personnel swapping work locations. The parties have agreed to the following:

1. Employees in the firefighter bargaining unit may swap work locations as set forth in SOP AM 103.16 (Staffing Procedures) and decide among themselves who will receive any applicable bonus pay involved with the position swap. Any applicable bonus pay will be paid in accordance with the agreement made between the employees.
2. The following language will be added to SOP AM 103.16 during the next revision of the SOP that is agreed to by OCFA and OCPFA:

Swapping Work Locations

Personnel are permitted to swap work locations involving backfills or shift trades using the staffing system. Employees must be qualified to work the position in order to swap. Employees shall decide among themselves who will receive any applicable bonus pay involved with the position swap and indicate such using the staffing system.

Swaps involving an employee's regular work assignment must have approval of employee's supervisor and duty battalion chief if the swap includes positions with like bonus pay (i.e., FF/PM for FF/PM).

Swaps of an employee's regular work assignment that involves different bonus pay that may affect employees' regular base pay are not allowed unless the Assistant Chief of Operations approves special pay arrangements or when other agreements allow such swaps. An example of this type of arrangement would be approval for a part-time paramedic to swap positions with a full-time paramedic and both employees receive a paramedic bonus for the shift.

3. This agreement is in addition to any existing agreements involving overtime distribution and/or staffing procedures and will sunset when the updated language above becomes part of a new revision of SOP 103.16 that is agreed to by OCFA and OCPFA.

**ORANGE COUNTY FIRE AUTHORITY**

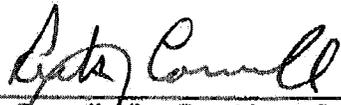
  
Mark Kramer, Assistant Chief-Operations

  
Zerkov Yakymiw, Human Resources Director

Date

7 OCT 08

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
Rick Cornell, Vice President-OCPFA

  
Dave Rose, Vice President-OCPFA

Date

9-30-08

OCFA 

OCPFA 

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## APPENDIX C

### FIREFIGHTER UNIT SALARY CLASSIFICATION TABLE EFFECTIVE 11/1/2014-11/13/2014

Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5804	FS	FF/Trainee	Hourly	26.15														
			Biweekly	2,092.00														
			Monthly	4,532.67														
			Annual	54,392.00														
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5800	FF	Firefighter	Hourly	21.13	21.77	22.37	23.01	23.62	24.36	24.86	25.53	26.23	26.93	27.68	28.41			
			Staff	29.58	30.48	31.32	32.21	33.07	34.10	34.80	35.74	36.72	37.70	38.75	39.77			
			Biweekly	2,366.56	2,438.24	2,505.44	2,577.12	2,645.44	2,728.32	2,784.32	2,859.36	2,937.76	3,016.16	3,100.16	3,181.92			
			Monthly	5,127.55	5,282.85	5,428.45	5,583.76	5,731.79	5,911.36	6,032.69	6,195.28	6,365.15	6,535.01	6,717.01	6,894.16			
			Annual	61,530.56	63,394.24	65,141.44	67,005.12	68,781.44	70,936.32	72,392.32	74,343.36	76,381.76	78,420.16	80,604.16	82,729.92			
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5801	FF	FAE	Hourly	23.84	24.45	25.12	25.82	26.40	27.13	27.90	28.63	29.47	30.21	31.09	31.86			
			Staff	33.38	34.23	35.17	36.15	36.96	37.98	39.06	40.08	41.26	42.29	43.53	44.60			
			Biweekly	2,670.08	2,738.40	2,813.44	2,891.84	2,956.80	3,038.56	3,124.80	3,206.56	3,300.64	3,383.52	3,482.08	3,568.32			
			Monthly	5,785.17	5,933.20	6,095.79	6,265.65	6,406.40	6,583.55	6,770.40	6,947.55	7,151.39	7,330.96	7,544.51	7,731.36			
			Annual	69,422.08	71,198.40	73,149.44	75,187.84	76,876.80	79,002.56	81,244.80	83,370.56	85,816.64	87,971.52	90,534.08	92,776.32			
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5803	FF	Fire Captain	Hourly	27.67	28.36	29.16	30.03	30.82	31.68	32.47	33.40	34.26	35.22	36.29	37.30			
			Staff	38.74	39.70	40.82	42.04	43.15	44.35	45.46	46.76	47.96	49.31	50.81	52.22			
			Biweekly	3,099.04	3,176.32	3,265.92	3,363.36	3,451.84	3,548.16	3,636.64	3,740.80	3,837.12	3,944.64	4,064.48	4,177.60			
			Monthly	6,714.59	6,882.03	7,076.16	7,287.28	7,478.99	7,687.68	7,879.39	8,105.07	8,313.76	8,546.72	8,806.37	9,051.47			
			Annual	80,575.04	82,584.32	84,913.92	87,447.36	89,747.84	92,252.16	94,552.64	97,260.80	99,765.12	102,560.64	105,676.48	108,617.60			
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5802	FS	Heavy Fire Equip. Oper.	Hourly	38.74	39.70	40.82	42.04	43.15	44.35	45.46	46.76	47.96	49.31	50.81	52.22			
			Biweekly	3,099.04	3,176.32	3,265.92	3,363.36	3,451.84	3,548.16	3,636.64	3,740.80	3,837.12	3,944.64	4,064.48	4,177.60			
			Monthly	6,714.59	6,882.03	7,076.16	7,287.28	7,478.99	7,687.68	7,879.39	8,105.07	8,313.76	8,546.72	8,806.37	9,051.47			
			Annual	80,575.04	82,584.32	84,913.92	87,447.36	89,747.84	92,252.16	94,552.64	97,260.80	99,765.12	102,560.64	105,676.48	108,617.60			
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5825	FS	Fire Pilot	Hourly	38.74	39.70	40.82	42.04	43.15	44.35	45.46	46.76	47.96	49.31	50.81	52.22			
			Biweekly	3,099.04	3,176.32	3,265.92	3,363.36	3,451.84	3,548.16	3,636.64	3,740.80	3,837.12	3,944.64	4,064.48	4,177.60			
			Monthly	6,714.59	6,882.03	7,076.16	7,287.28	7,478.99	7,687.68	7,879.39	8,105.07	8,313.76	8,546.72	8,806.37	9,051.47			
			Annual	80,575.04	82,584.32	84,913.92	87,447.36	89,747.84	92,252.16	94,552.64	97,260.80	99,765.12	102,560.64	105,676.48	108,617.60			
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5828	FS	Lead Fire Pilot	Hourly	44.54	45.95	47.36	48.77	50.18	51.59	53.00	54.41	55.82	57.23	58.64	60.05			
			Biweekly	3,563.20	3,676.00	3,788.80	3,901.60	4,014.40	4,127.20	4,240.00	4,352.80	4,465.60	4,578.40	4,691.20	4,804.00			
			Monthly	7,720.27	7,964.67	8,209.07	8,453.47	8,697.87	8,942.27	9,186.67	9,431.07	9,675.47	9,919.87	10,164.27	10,408.67			
			Annual	92,643.20	95,576.00	98,508.80	101,441.60	104,374.40	107,307.20	110,240.00	113,172.80	116,105.60	119,038.40	121,971.20	124,904.00			
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5830	FS	HandCrew FF	Hourly	14.61	15.07	15.53	16.00	16.46	16.91	17.38	17.83	18.30	18.77	19.22	19.69			
			Biweekly	1,168.80	1,205.60	1,242.40	1,280.00	1,316.80	1,352.80	1,390.40	1,426.40	1,464.00	1,501.60	1,537.60	1,575.20			
			Monthly	2,532.40	2,612.13	2,691.87	2,773.33	2,853.07	2,931.07	3,012.53	3,090.53	3,172.00	3,253.47	3,331.47	3,412.93			
			Annual	30,388.80	31,345.60	32,302.40	33,280.00	34,236.80	35,172.80	36,150.40	37,086.40	38,064.00	39,041.60	39,977.60	40,955.20			

**NEW FF UNIT SALARY CLASSIFICATION SALARY TABLE  
EFFECTIVE 11/14/14**

Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12	
FS	5804	FF/Trainee	Hourly	26.67												
			Biweekly	2,133.60												
			Monthly	4,622.80												
			Annual	55,473.60												
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12	
FF	5800	Firefighter	Hourly	21.55	22.21	22.82	23.47	24.09	24.85	25.36	26.04	26.75	27.47	28.23	28.98	
			Staff	30.17	31.09	31.95	32.86	33.73	34.79	35.50	36.46	37.45	38.46	39.52	40.57	
			Biweekly	2,413.60	2,487.52	2,555.84	2,628.64	2,698.08	2,783.20	2,840.32	2,916.48	2,996.00	3,076.64	3,161.76	3,245.76	
			Monthly	5,229.47	5,389.63	5,537.65	5,695.39	5,845.84	6,030.27	6,154.03	6,319.04	6,491.33	6,666.05	6,850.48	7,032.48	
			Annual	62,753.60	64,675.52	66,451.84	68,344.64	70,150.08	72,363.20	73,848.32	75,828.48	77,896.00	79,992.64	82,205.76	84,389.76	
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12	
FF	5801	FAE	Hourly	24.32	24.94	25.62	26.34	26.93	27.67	28.46	29.20	30.06	30.81	31.71	32.50	
			Staff	34.05	34.92	35.87	36.88	37.70	38.74	39.84	40.88	42.08	43.13	44.39	45.50	
			Biweekly	2,723.84	2,793.28	2,869.44	2,950.08	3,016.16	3,099.04	3,187.52	3,270.40	3,366.72	3,450.72	3,551.52	3,640.00	
			Monthly	5,901.65	6,052.11	6,217.12	6,391.84	6,535.01	6,714.59	6,906.29	7,085.87	7,294.56	7,476.56	7,694.96	7,886.67	
			Annual	70,819.84	72,625.28	74,605.44	76,702.08	78,420.16	80,575.04	82,875.52	85,030.40	87,534.72	89,718.72	92,339.52	94,640.00	
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12	
FF	5803	Fire Captain	Hourly	28.22	28.93	29.74	30.63	31.44	32.31	33.12	34.07	34.95	35.92	37.02	38.05	
			Staff	39.51	40.50	41.64	42.88	44.02	45.23	46.37	47.70	48.93	50.29	51.83	53.27	
			Biweekly	3,160.64	3,240.16	3,330.88	3,430.56	3,521.28	3,618.72	3,709.44	3,815.84	3,914.40	4,023.04	4,146.24	4,261.60	
			Monthly	6,848.05	7,020.35	7,216.91	7,432.88	7,629.44	7,840.56	8,037.12	8,267.65	8,481.20	8,716.59	8,983.52	9,233.47	
			Annual	82,176.64	84,244.16	86,602.88	89,194.56	91,553.28	94,086.72	96,445.44	99,211.84	101,774.40	104,599.04	107,802.24	110,801.60	
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12	
FS	5802	Heavy Fire Equip. Oper.	Hourly	39.51	40.50	41.64	42.88	44.02	45.23	46.37	47.70	48.93	50.29	51.83	53.27	
			Biweekly	3,160.64	3,240.16	3,330.88	3,430.56	3,521.28	3,618.72	3,709.44	3,815.84	3,914.40	4,023.04	4,146.24	4,261.60	
			Monthly	6,848.05	7,020.35	7,216.91	7,432.88	7,629.44	7,840.56	8,037.12	8,267.65	8,481.20	8,716.59	8,983.52	9,233.47	
			Annual	82,176.64	84,244.16	86,602.88	89,194.56	91,553.28	94,086.72	96,445.44	99,211.84	101,774.40	104,599.04	107,802.24	110,801.60	
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12	
FS	5825	Fire Pilot	Hourly	39.51	40.50	41.64	42.88	44.02	45.23	46.37	47.70	48.93	50.29	51.83	53.27	
			Biweekly	3,160.64	3,240.16	3,330.88	3,430.56	3,521.28	3,618.72	3,709.44	3,815.84	3,914.40	4,023.04	4,146.24	4,261.60	
			Monthly	6,848.05	7,020.35	7,216.91	7,432.88	7,629.44	7,840.56	8,037.12	8,267.65	8,481.20	8,716.59	8,983.52	9,233.47	
			Annual	82,176.64	84,244.16	86,602.88	89,194.56	91,553.28	94,086.72	96,445.44	99,211.84	101,774.40	104,599.04	107,802.24	110,801.60	
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12	
FS	5828	Lead Fire Pilot	Hourly	45.43	46.87	48.31	49.75	51.18	52.62	54.06	55.50	56.94	58.37	59.81	61.25	
			Biweekly	3,634.40	3,749.60	3,864.80	3,980.00	4,094.40	4,209.60	4,324.80	4,440.00	4,555.20	4,669.60	4,784.80	4,900.00	
			Monthly	7,874.53	8,124.13	8,373.73	8,623.33	8,871.20	9,120.80	9,370.40	9,620.00	9,869.60	10,117.47	10,367.07	10,616.67	
			Annual	94,494.40	97,489.60	100,484.80	103,480.00	106,454.40	109,449.60	112,444.80	115,440.00	118,435.20	121,409.60	124,404.80	127,400.00	
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12	
FS	5830	HandCrew FF	Hourly	14.90	15.37	15.84	16.32	16.79	17.25	17.73	18.19	18.67	19.15	19.60	20.08	
			Biweekly	1,192.00	1,229.60	1,267.20	1,305.60	1,343.20	1,380.00	1,418.40	1,455.20	1,493.60	1,532.00	1,568.00	1,606.40	
			Monthly	2,582.67	2,664.13	2,745.60	2,828.80	2,910.27	2,990.00	3,073.20	3,152.93	3,236.13	3,319.33	3,397.33	3,480.53	
			Annual	30,992.00	31,969.60	32,947.20	33,945.60	34,923.20	35,880.00	36,878.40	37,835.20	38,833.60	39,832.00	40,768.00	41,766.40	

**APPENDIX D**

HEALTH PLAN AGREEMENT  
by and between  
The Orange County Fire Authority  
and

The Orange County Professional Firefighters Association, Local 3631

IN CONSIDERATION OF the mutual covenants, promises and conditions set forth herein below and pursuant to Article XIII, Section I, of the Parties' 2000-2014 Memorandum of Understanding (MOU), the Orange County Fire Authority ("Authority") and Orange County Professional Firefighters Association, Local 3631 ("OCPFA") agree as follows:

1. The term of this Agreement shall begin on January 1, 2010 and will terminate at 12:00 a.m. on December 31, 2016.
2. Employees' contributions, towards health plan premiums shall be determined by OCPFA, but shall not fall below the percentage of employee contributions in effect in 2008 for Kaiser coverage and Blue Cross coverage. For employees who are on approved Family Leave pursuant to the Parties' MOU and applicable law, the OCPFA shall continue to pay health insurance premiums to the same extent the Authority would be required under applicable law.
3. The Authority shall contribute to an OCPFA medical benefit trust fund the following amounts for provision and administration of health and related benefits:
  - a. The Authority shall contribute toward health benefits (including medical, dental, vision, life and disability insurance benefits) \$1,279 per month effective January 1, 2011 for each actively employed enrollee member of the Firefighter Bargaining Unit, \$1,344 per month effective January 1, 2012 for each actively employed enrollee member of the Firefighter Bargaining Unit, \$1,466 per month effective January 1, 2013 for each actively employed enrollee member of the Firefighter Bargaining Unit, \$1,598 per month effective January 1, 2014 for each actively employed enrollee member of the Firefighter Bargaining Unit, \$1,742 per month effective January 1, 2015 for each actively employed enrollee member of the Firefighter Bargaining Unit and \$1,900 per month effective January 1, 2016 for each actively employed enrollee member of the Firefighter Bargaining Unit, for the term of this agreement.
4. OCPFA shall maintain a medical benefit trust fund for the sole purpose of providing health/dental/disability benefit plans, which may include medical prescriptions, vision care, life and/or disability insurance, ("Health Benefit Plans"), for employees and retirees in the Firefighters' Unit. Said medical benefit trust fund shall be administered by medical benefit trustee(s) designated by OCPFA. Funds in said medical benefit trust shall not be co-mingled with other OCPFA funds. It is intended that the administration of the Health Benefit Plans by the trust fund shall not survive the expiration of this Agreement without mutual written consent of the Parties.
5. - The OCPFA agrees to return to OCFA the amount of \$2,000,000 from the medical benefit trust fund. The return of these funds shall occur in two increments as follows: \$500,000 within 10 days from July 1, 2011, and \$1,500,000 within 10 days from July 1, 2012.
6. Beginning with the calendar year ending December 31, 2009 and every year thereafter, OCPFA shall return any excess fund balance being held in the Trust (excluding the 1% Supplemental Benefit Investment Account) as of December 31 to OCFA. Excess fund balance shall be defined as any amount that exceeds four-times the total insurance premiums minus the employee's share of the premium contribution paid for the month of December (per the OCPFA Premium Accounting for December 1) for the year just ended. Payment by OCPFA to OCFA of the excess fund balance shall occur within 30 days following completion of the annual audit conducted by OCFA's auditors of the OCPFA Medical Benefit Trust.
7. Health Benefit Plans provided through the medical benefit trust fund shall be made available by OCPFA to all employees in the representation unit and retirees of the representation unit on an equal basis regardless of membership status. Employees must sign a written authorization for deductions. Annual predetermined rate increases shall be automatically adjusted with the approval of OCPFA, without a requirement for new payroll deduction forms.

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8. The level of benefits for each type of plan shall be substantially similar to those provided by the Authority for employees not in the Firefighters' Bargaining Unit during the 12 month period immediately preceding this Agreement.
9. Health Benefit Plans must receive prior approval from the Human Resources Director or the Deputy Fire Chief whose approval shall not be unreasonably withheld. Group policies must be designated as such in the California Insurance Code and issuance must be lawful in this state. Retirees, who move out of the group plan area and, therefore, may not be eligible to participate in the group plans, may enroll in a qualified individual plan. Retirees in such individual plans are eligible for retiree medical grant funding under the same conditions as applied to group plan members, provided that they submit a valid proof of payment, i.e. payroll stub showing payroll deduction for insurance or a copy of an insurance invoice accompanied by the paid check used for payment.
10. All costs of providing and administering the Health Benefit Plans shall be the sole responsibility of OCPFA. The Authority shall not be responsible for any cost of providing or administering said plans in excess of the amounts specified in this Agreement. The use of OCFA contributions to cover the administrative costs of the program shall not exceed \$50,000 during calendar year 2009. Each calendar year thereafter, the maximum amount of administrative costs Funded using OCFA contributions will be adjusted by the annual percentage change in the Medical Care Services CPI for all urban consumers as of November for the preceding year (i.e., the 2010 administrative fee will be adjusted by the annual change in CPI between November 2008 and November 2009). Administrative cost are defined as costs incurred as a result of administering said plans exclusive of premium payments The Authority shall continue to take deductions *from* employees' pre-taxed earnings in accordance with Section 125 Plan of the Internal Revenue Code;
11. OCPFA will be responsible for ensuring that best investment practices shall be used in accordance with applicable laws and regulations when investing the Trust's funds.
12. OCPFA will be responsible for all accounting practices relating to the disbursement of all trust funds. Accounting practices will be in accordance with industry standards.
13. Upon completion of the annual audit, OCPFA shall provide the Authority with a copy of the annual audit within 30 days of the report's issuance. The annual audit report shall include actual cost of Health Benefit Plan premiums, total amount of contributed funds spent on all plans, and details of how all remaining contributed funds are spent or administered. As used in this Agreement, remaining contributed funds" means any part of the Authority's contribution that has not been spent on health benefit premiums. All books and records related to the administration and provision of such plans shall be available to audit and/or inspection by the Authority or its agents upon request and a 30-day notice.
14. All regular, full-time, limited-term or part-time (at least twenty (20) hours per week) or probationary employees in classifications represented by OCPFA shall be eligible and offered an opportunity to enroll in the OCPFA plan options. No such employee shall be eligible for Authority-provided Health Benefit Plans.
15. Any employee who retires while in the OCPFA bargaining unit and who is otherwise eligible under the Authority's retiree medical benefit plan shall have coverage available from the OCPFA Health Benefit Plan. No such employee shall be eligible for Authority-provided Health Benefit Plans.

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16. OCPFA shall have an open enrollment at least once a year.
  17. The waiting period for Health Benefit Plan coverage of new employees *may* not exceed sixty (60) days.
  18. OCPFA *may* not terminate its Health Benefit Plans during the term of this Agreement. If OCPFA or health provider terminates Health Benefit Plan coverage, the Authority will terminate its contribution for the medical benefit trust fund 30 days prior to plan termination unless OCPFA provides a suitable replacement plan approved by the Human Resources Director or the Deputy Fire Chief whose approval shall not be unreasonably withheld.
  19. Employees eligible for coverage under an OCPFA plan as a result of change of Authority representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves and their enrolled dependents. Employees eligible for coverage under an Authority health plan as a result of change of Authority representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves and their enrolled dependents.
  20. In the administration and provision of health care plans, OCPFA shall comply with COBRA, HIPAA and all other applicable state and federal laws and regulations to the same extent the Authority would be required to comply.
  21. OCPFA shall comply with all laws applicable to health and welfare benefit, and/or medical or similar benefit, trust funds and the administration and management thereof.
  22. Any dividends paid, premiums refunded or other rebates or refunds made under *any* plan or policy shall be the property of the Authority; provided, however, that said funds will be transmitted to the OCPFA medical benefit trust fund for medical benefit trust fund purposes.
  23. OCPFA shall take all steps necessary to ensure the confidentiality of Health Benefit Plan user information.
  24. Plan eligibility shall terminate at the end of the calendar month in which *any* of the following occur:
    - a. Employee terminates. However, this will not interfere with a former employee's right to continue insurance coverage at his/her option as provided for under law.
    - b. Change of representation unit.
    - c. Disenrollment of a dependent (for the dependent).
  25. The provisions of the Agreement shall not be subject to the grievance and arbitration provisions of the Parties' separate Memorandum of Understanding.
  26. Upon expiration or breach of this Agreement, the Authority shall have the right to unilaterally change the plans or assume or assign administration of the plans without meeting and conferring with OCPFA; provided however, that in the event that the Authority makes such a change, benefits provided under new plan(s) shall be substantially similar to the benefits provided under the existing plan(s).

27. OCPFA shall defend, indemnify and hold the Authority harmless from any claims or legal action arising out of, or in any way related to, Health Benefit Plans administered and/or provided pursuant to this Agreement. This obligation shall not arise with respect to any claim or legal action brought by OCPFA or employees concerning coverage overlap between the respective Authority and OCPFA plans.

28. This Agreement is the entire, integrated agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements and discussions. The Parties also agree that no modification of this Agreement shall be valid unless it is in writing and signed by all of the Parties to this Agreement.

29. This Agreement shall not be construed in favor or against any party, regardless of which party drafted or participated in the drafting of its terms.

**ORANGE COUNTY FIRE AUTHORITY**

By: Keith Richter  
Keith Richter, Fire Chief  
OCFA

Date: 5/16/11

**APPROVED AS TO FORM:  
TERRY C. ANDRUS  
GENERAL COUNSEL**

Terry C. Andrus

Date: 5/18/11

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, LOCAL  
3631**

By: Joe Kerr  
Joe Kerr, President  
OCPFA

By: David Rose  
David Rose, Director  
OCPFA

Date: 4/20/11

## APPENDIX E

**OCPFA SUPPLEMENTAL RETIREE MEDICAL PLAN AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 2**

In consideration of the mutual covenants, promises, and conditions set forth hereinafter and pursuant to Article XXV of the 2007-2012 Memorandum of Understanding between the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) and the Orange County Fire Authority (OCFA), the parties agree as follows:

1. Upon presentation to the OCFA by the OCPFA of a written plan document consistent with the terms of this Agreement, the OCFA will deduct from all regular, limited-term, part-time (at least twenty [20] hours per week), and probationary employees one (1) percent of their base salary to be deposited into an OCPFA Supplemental Retiree Medical Plan (Plan) trust fund which will serve as a supplement to the OCFA's Retiree Medical Insurance Grant Program. The trust will be identified as the OCPFA Supplemental Retiree Medical Plan and will be separate and apart from the OCFA's Retiree Medical Insurance Grant Program and will be for the sole purpose set forth in paragraphs 2. and 3.
2. The OCPFA will provide a Plan benefit for: (a) all members of the Firefighters Unit and, (b) all members leaving the Firefighter Unit who remains employed elsewhere by the OCFA and who sign authorization statements permitting deductions of one percent (1%) of their base salary to be used for that purpose. Members of the Firefighter Unit consist of employees in those positions set forth in Appendix A of the Memorandum of Understanding (MOU) and any position subsequently added to the Firefighter Unit by action of the OCFA Board of Directors.
3. The Plan shall be used solely for the purpose of reducing the cost of OCPFA provided health insurance to members of the Firefighter Unit who retire on or after April 1, 2002.
4. The Plan, the amount of the benefit provided thereunder, and all costs of providing and administering such Plan shall be the sole responsibility of the OCPFA. Except for the obligation to transmit funds to the Plan trust, the OCFA shall not be responsible for any other matter related to the Plan including any cost of providing or administering said Plan. In the administration of this Plan, the OCPFA shall be responsible for coordinating the benefit provided herein with the Orange County Employees Retirement System to ensure that the benefit is not paid in cash to the retiree.
5. The OCPFA shall provide the OCFA with a copy of an annual audit of administering the Plan. The annual audit report shall include actual cost of the Plan, expenditures, and details of how all funds are administered. All books and records related to the administration and provision of such Plan shall be available for audit and/or inspection by the OCFA or its agents upon request and a thirty- (30) day notice.
6. The OCPFA represents that it is or has created an Internal Revenue Code Section 501(c)(5) and/or (9) entity, and that it has created a Voluntary Employees Beneficiary Association within the meaning of the Internal Revenue Code such that the one (1) percent of base salary may be treated as non-taxable compensation. In entering this Agreement, the OCFA is relying on said representation and on the OCPFA's compliance with all laws and regulations relating to the provision of the benefits provided herein on a pre-tax basis.
7. The OCPFA shall defend, indemnify, and hold the OCFA harmless from any claims, costs, or legal action arising out of or in any way related to the Plan administered and/or provided pursuant to this Agreement. The OCFA shall have the right to select counsel for any defense hereunder. Claims, costs, or legal action shall include, but not be limited to, fees, penalties, and damages claimed by employees, retirees, or government agencies.

OCFA 

OCFA 

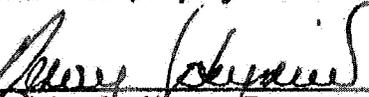
**OCPFA SUPPLEMENTAL RETIREE MEDICAL PLAN AGREEMENT  
PAGE 2 OF 2**

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8. Any dividends paid, premiums refunded, or other rebates or refunds made under any plan or policy shall be the property of the OCFA; provided, however, that said funds will be transmitted to the OCPFA for the Plan trust fund purposes.
9. The provisions of this Agreement shall not be subject to the grievance and arbitration provisions of the parties' separate MOU.
10. The one (1) percent of base salary used to fund the benefit herein shall be considered as part of the base salary for purposes of determining "Total Compensation" pursuant to Article XXIX of the MOU.
11. This Agreement shall terminate upon the occurrence of any of the following events: (a) written request by the OCPFA, (b) dissolution of the trust fund, or (c) cessation of trust fund benefits.
12. This Agreement is the entire, integrated agreement with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. The parties also agree that no modification of this Agreement shall be valid unless it is in writing and signed by all of the parties to this Agreement.
13. This Agreement shall not be construed in favor or against any party regardless of which party drafted or participated in the drafting of its terms.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

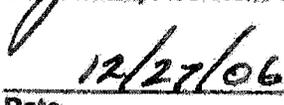
  
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Zenovy Yakymiv, Human Resources Director

  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date

**APPENDIX B**  
**Side Letter Agreements**  
**(A-Z)**

- A. Advisory Deferred Compensation Committee
- B. Air Rescue Operations Program Agreement
- C. Canine Disaster Search Specialist Program Agreement
- D. Crane Operators at John Wayne Airport Agreement
- E. Employee Work Schedule While Attending Training Agreement
- F. Exception to Addendum to Firefighter MOU Hand Crew Firefighter Agreement
- G. Fire Apparatus Engineer Paramedic Incentive Pay Agreement
- H. Addendum to Firefighter MOU Hand Crew Firefighter Agreement
- I. Hazardous Materials and Paramedic Incentive (HMPI) Pay Agreement
- J. Investigative Interview Agreement
- K. Medical Operations Skills Maintenance Agreement
- L. OCPFA Simplified Format – Trigger Formula
- M. OCPFA Supplemental Retiree Medical Plan Agreement
- N. Overtime Distribution Agreement
- O. Position Vacancy Understanding
- P. Relief Crew Chiefs/Helicopter Program Agreement
- Q. Release Time Agreement Representation at Grievance/Appeal Meetings Agreement
- R. Representation at Grievance/Appeal Meetings Agreement
- S. Tiller-Operator Agreement
- T. Transition of Employment Agreement
- U. Understanding regarding General Fund Contingency Reserve Fund Expenditures
- V. Water Tender/Compressed Air Foam System Unit Staffing Agreement
- W. WEFIT Immunization & Screening Agreement
- X. WEFIT Program Implementation Agreement
- Y. WEFIT Program Coordinator Position Agreement
- Z. Work Location Swap Agreement

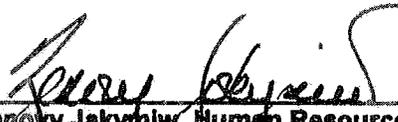
**ADVISORY DEFERRED COMPENSATION COMMITTEE  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM: DECEMBER 3, 2010 THROUGH JUNE 30, 2014  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) agrees to establish a standing joint labor/management advisory committee to oversee the deferred compensation program currently administered by Nationwide Retirement Solutions. The committee shall include two representatives from the Firefighter Unit. The committee chairperson shall be the current fiduciary of the OCFA deferred compensation plan. Meetings will be scheduled for January and July or on an as needed basis. The first meeting will be on or before January 31, 2011. The general purpose will be to review and make recommendations on the following matters:

1. Review and provide input on selection of independent deferred compensation consultants.
2. Review and provide input on the consultant's fund lineup recommendations
3. Review and provide input on new plan features being offered.
4. Review and provide input on customer service and internal educational workshops for plan participants.
5. Review and provide input on service delivery on the current service contract.
6. Review and provide input on the future competitive bidding process for deferred compensation.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Ron Blaul, Deputy Fire Chief

  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date 5/6/11

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dave Rose, OCPFA Chief Negotiator

  
\_\_\_\_\_  
Ray Geagan, OCPFA Vice President

  
\_\_\_\_\_  
Date 3/9/11

**AIR RESCUE OPERATIONS PROGRAM AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND**

**ORANGE COUNTY FIRE AUTHORITY**

**TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012**

**PAGE 1 OF 1**

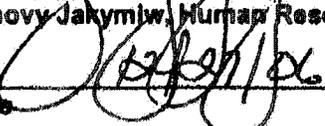
The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement which sets forth the additional working conditions for those personnel represented by the OCPFA who voluntarily accept the duties associated with the Air Rescue Operations Program. These working conditions will be as follows:

1. Air rescue duties include, but are not limited to, hell-rappeling, hell-stepping, short-hauling, mechanical rescue-hoist, and water rescue.
2. The parties recognize the need to continually evaluate the rescue procedures used. If, in the judgment of either party, there is a need to change the duties or training criteria used in the Air Rescue Operations Program, the parties agree to meet and confer on the proposed changes, notwithstanding the provisions of Article XXII of the Firefighter Unit Memorandum of Understanding (MOU).
3. Those personnel assigned to the urban search and rescue trucks (trucks 6, 9, 34, and 61) wishing to participate in the Air Rescue Operations Program shall receive the necessary training to assure proficiency in air rescue procedures and shall maintain and demonstrate proficiency on a regular basis.
4. Personnel who have not received or maintained the necessary training shall not accept air rescue missions.
5. Personnel who do not wish to participate in air rescue operations shall not be ordered to participate in the Air Rescue Operations Program.
6. For safety reasons, those personnel who have received the necessary training shall have the right to refuse an air rescue mission without repercussion when temporarily physically, mentally, or emotionally unable to meet the rigors of the program.
7. Nothing in this Agreement shall require the OCPFA or its members to continue to provide air rescue service beyond the date set forth above.
8. Disputes regarding this Agreement shall be subject to the grievance procedures outlined in the MOU and shall be referable to arbitration if not resolved at Step 2 of the grievance procedures outlined in the MOU.

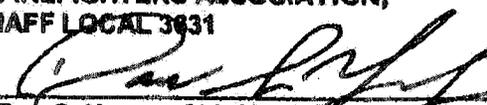
**ORANGE COUNTY FIRE AUTHORITY**

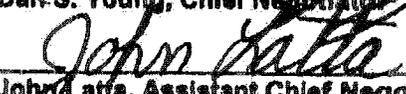
  
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Patrick L. Walker, Deputy Fire Chief

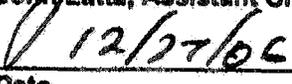
  
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Zenovy Yakymiw, Human Resources Director

  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date

**OCFA** 

**OCPFA** 

**B**

**CANINE DISASTER SEARCH SPECIALIST PROGRAM AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY**

**TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012**

**PAGE 1 OF 2**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement on the subject of a Canine Disaster Search Specialist (CDSS) Program as follows:

1. **Participation:** Participation in the CDSS Program will be opened to employees in the Firefighter Unit, represented by the OCPFA. Participation in the CDSS Program by an employee in the Firefighter Unit is entirely voluntary. The OCFA retains the right to establish minimum performance standards in consultation with the OCPFA.
2. **Selection:** Selection of Canine Disaster Search Specialists will be made by the National Disaster Search Dog Foundation following its established process.
3. **Ownership of Canine/Responsibility and Care:** Ownership of the canine will rest with the CDSS selected to participate in the CDSS Program. The National Disaster Search Dog Foundation (SDF) will provide the canine at no cost to the CDSS. The SDF will provide initial training at its facilities with the OCFA to cover overtime, backfill, per diem, and travel expenses. The CDSS has the responsibility for feeding, grooming, handling, and training of the canine. The OCFA will provide for a veterinary pet insurance policy with VPI Pet Insurance Company and pay any deductible to cover routine veterinary care including inoculations, flea shots, rabies vaccinations, and other ordinary expenses related to the care of the canine.

The OCFA may assume responsibility for paying additional veterinary expenses not covered by the pet insurance policy, but only in the case of injury or illness to the canine that occurred while the canine was providing services for the CDSS Program. Any treatment that is not covered under the pet insurance policy or is not covered by the OCFA, as indicated above, becomes the financial responsibility of the CDSS.

4. **Compensation for Incident-Related Activities:** Participants in the CDSS Program will be compensated for all incident-related activities at the shift hourly rate in accordance with Article I, Section 4.C. of the Firefighter Unit Memorandum of Understanding.
5. **Compensation for Training:** Each CDSS will receive up to a maximum of eight (8) hours of training per pay period for documented-routine training. Required training such as participation in certification testing will be compensated in addition to the eight (8) hours of routine training with approval of the US&R Program Manager and in accordance with existing OCFA policy.
6. **Use of Personal Vehicle:** Participants may use their private vehicles for training purposes in the CDSS Program and for transportation of canines. Personal vehicle use and mileage reimbursement will be in accordance with the OCFA's policy for mileage reimbursement (SOP AM 106.03).
7. **CDSS Program Training and Response Guidelines:** A committee consisting of CATF-5 search personnel and Canine Disaster Search Specialist(s) will recommend training, participation, performance, and response criteria guidelines for the CDSS Program within ninety (90) days of completion of basic canine training.
8. **Length of Participation in Program:** Employees selected to participate in the CDSS Program will be allowed to participate as long as training requirements, performance standards, and certification timelines are met.

OCFA 

OCPFA 

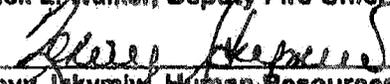
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**CANINE DISASTER SEARCH SPECIALIST PROGRAM AGREEMENT**  
**PAGE 2 OF 2**

9. Authorized Work: Participants in the CDSS Program will perform CDSS work for the OCFA and be an available asset for the Office of Emergency Services, Federal Emergency Management Agency, and any other public agency that the Battalion Chief/Program Manager authorizes.
10. The CDSS Program will be funded through the US&R Cooperative Agreements and will be terminated if and when funding from the federal government ends. The CDSS Program may also be terminated at the discretion of either party upon giving thirty (30) days written notice.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

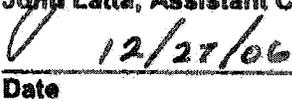
  
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Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date

**CRANE OPERATORS AT JOHN WAYNE AIRPORT AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 2**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement which establishes the limited change in working conditions for those members of the Firefighter Unit who voluntarily accept the added duties of Crane Operator at Fire Station 33. The parties have agreed to the following:

1. The Crane Operator Program shall be managed by the OCFA and the OCFA shall have the sole right to determine the number of crane operators.
2. Members of the OCPFA who hold an Airport Rescue Fire Fighting (ARFF) certification may volunteer for training. The OCFA shall have the sole right to determine who is selected for training and assignment as a crane operator.
3. The OCFA shall pay all associated training and certification costs.
4. OCPFA members volunteering for this assignment shall be free to discontinue their services at any time by informing their supervisors in writing that they no longer wish to operate the crane.
5. OCPFA members shall only operate the crane while on duty and working as a firefighter for the OCFA.
6. The OCFA shall incur all cost and liability associated with operation of the crane.
7. Members of the OCPFA shall restrict their operation of the crane to those duties that relate directly with emergency ARFF work (e.g. removing planes or parts of planes from the runway).
8. At no time shall OCPFA members engage in work normally and customarily done by other unionized crane operators such as loading or off-loading trucks, lifting air conditioners, etc.
9. OCPFA members will be fully apprised of the ramifications of drug and alcohol testing as required under the statutes governing the operation of cranes and certification of crane operators.
10. OCPFA members will be notified a minimum of thirty (30) days prior to testing. Testing shall be voluntary and shall be done in accordance with the Federal Department of Transportation testing for motor vehicle operators except there shall be no random testing in the Crane Operator Program.
11. Disputes regarding the application or interpretation of this Agreement shall be processed through the normal grievance process.

OCFA 

OCPFA 

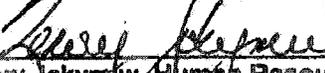
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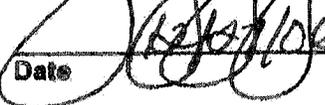
**CRANE OPERATORS AT JOHN WAYNE AIRPORT AGREEMENT  
PAGE 2 OF 2**

The intent of the Crane Operator Program is to provide the County of Orange with a value-added service of rapid plane removal or other emergency rescue work. Both parties agree to discuss, as needed, the merits of the Crane Operator Program and consider recommended changes to the Program.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date 12/27/06

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Zatta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date 12/27/06

**EMPLOYEE WORK SCHEDULE WHILE ATTENDING TRAINING AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2008 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement to resolve all issues concerning employees' work schedules while they are attending approved training in the following manner:

1. The OCFA and the OCPFA agree that a shift (fifty-six [56] hour average duty week) employee who attends approved training within Orange County or within reasonable travel distance of Orange County on his/her normal duty day shall receive his/her normal pay. Such employee is expected to return to his/her duty station after class or arrange for time off, in advance, through normal procedure. The OCFA will back-fill for the employee for the period of training plus reasonable travel time. The OCFA will make a reasonable effort to release an employee who wishes to use his/her own compensated time off rather than return to duty.
2. The OCFA and the OCPFA agree that a shift employee who attends approved training within Orange County or within reasonable travel distance of Orange County on his/her assigned off-duty day shall be compensated for actual classroom time pursuant to the applicable Firefighter Unit Memorandum of Understanding (MOU) provisions.
3. The OCFA and the OCPFA agree that a staff (forty [40] hour workweek) employee attending approved training within Orange County or within reasonable travel distance of Orange County shall be considered on-duty and will be compensated pursuant to the applicable MOU provisions for any time worked in excess of his/her normal duty hours. Decisions regarding backfilling such staff positions shall be at the discretion of the OCFA pursuant to the applicable MOU provisions.
4. The OCFA and the OCPFA agree that when a shift employee is attending approved training that is not within Orange County or within a reasonable travel distance of Orange County for a period of time consisting of four (4) or less consecutive calendar days, the employee's normally assigned shift schedule shall remain the same. The employee shall be compensated for the actual class time plus reasonable travel time on his/her assigned off-duty day pursuant to the applicable MOU provisions.
5. The OCFA and the OCPFA agree that when a shift employee is attending approved training that is not within Orange County or within a reasonable travel distance of Orange County for a period of time consisting of five (5) or more consecutive calendar days, the employee will be reassigned to a staff workweek for the duration of the training. The OCFA shall ensure that there is no loss of hours or compensation from the employee's normal salary due to the change from a shift schedule to a staff workweek over the Fair Labor Standards Act work period.
6. The OCFA and the OCPFA agree that an employee will be granted mileage reimbursement for either in-county or out-of-county training as per the OCFA's mileage reimbursement policy when an OCFA vehicle is not available. When applicable, the cost of air travel to the same location will determine the amount to be reimbursed instead of mileage at the discretion of the OCFA.
7. The OCFA agrees to allow an employee reasonable travel time to attend training.
8. This Agreement represents a full and complete settlement of this issue. The OCPFA has entered into this Agreement knowingly and freely.
9. This Agreement will remain in force as long as both parties are in agreement. Upon request of either party, the OCFA and the OCPFA agree to discuss modification to or elimination of this Agreement.

OCFA 

OCPFA 

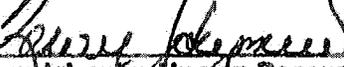
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EMPLOYEE WORK SCHEDULE WHILE ATTENDING TRAINING AGREEMENT  
PAGE 2 OF 2

10. The parties agree to communicate to impacted employees the aforementioned procedures. The parties further agree to refrain from making public statements through any media regarding aspects of this Agreement which are not procedural in nature.

ORANGE COUNTY FIRE AUTHORITY

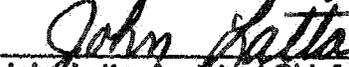
  
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Patrick J. Walker, Deputy Fire Chief

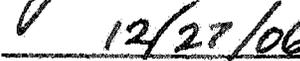
  
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Zenovy Jakymiw, Human Resources Director

  
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Date

ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3831

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date 12/27/06

EXCEPTION TO ADDENDUM TO FIREFIGHTER MEMORANDUM OF UNDERSTANDING  
HAND CREW FIREFIGHTER AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM: APRIL 6, 2012 THROUGH JUNE 30, 2014  
PAGE 1 OF 1

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA), have met and conferred regarding the addition of the City of Santa Ana (City) to the OCFA and its impact on the provisions of the Hand Crew Firefighter Agreement (Agreement).

Both the OCFA and OCPFA agree to waive the section in the Agreement that references the implementation of Article X, Layoff Procedure. The provision in the agreement requires members in the Hand Crew Firefighter classification to be laid off prior to any other member in any one of the other Firefighter Unit classifications. Both parties have agreed to waive this requirement in situations where the OCFA implements operational reductions, including terminating service, within the City which would cause the OCFA to initiate lay-offs within the Firefighter Unit.

Except as stated herein, both parties agree that the other provisions in the Agreement are not affected.

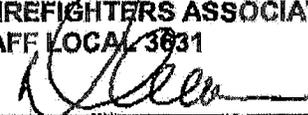
ORANGE COUNTY FIRE AUTHORITY

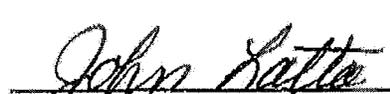
  
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Ron Blaul, Deputy Fire Chief  
Negotiator

  
\_\_\_\_\_  
Zhenovya Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date

ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631

  
\_\_\_\_\_  
Dave Rose, OCPFA Vice President

  
\_\_\_\_\_  
John Latta, OCPFA Business Agent

  
\_\_\_\_\_  
Date

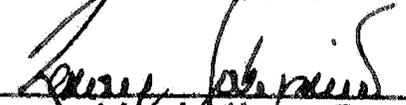
**FIRE APPARATUS ENGINEER PARAMEDIC INCENTIVE PAY AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: NOVEMBER 21, 2008 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

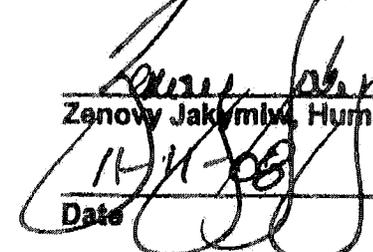
The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) hereby enter into this Agreement on the subject of providing a Paramedic Incentive Pay for Firefighters who promote into a non-paramedic Fire Apparatus Engineer position, and who had been assigned as paramedics immediately prior to the promotion. The conditions are as follows:

1. Employees in the Fire Apparatus Engineer classification who possess and maintain a current Orange County Paramedic Certification and agree to perform paramedic duties when required shall receive a partial paramedic incentive pay in the amount of \$500 per month.
2. The \$500 partial paramedic incentive pay shall apply only to the Fire Apparatus Engineer classification and will not be used in the calculation of promotional salary adjustments.
3. The \$500 partial paramedic incentive pay shall not be prorated to apply to any overtime shifts worked in a non-paramedic position. Overtime shifts worked in a paramedic position will be compensated in accordance with the MOU.
4. The \$500 partial paramedic incentive pay shall not apply to personnel in the Fire Apparatus Engineer classification who receive Hazardous Materials Pay, Aircraft Rescue Firefighting Pay, Urban Search and Rescue Pay or Staff Assignment Pay.
5. The \$500 partial paramedic incentive pay shall not apply to personnel in the Fire Apparatus Engineer classification who are assigned to a full-time Fire Apparatus Engineer-Paramedic post position.
6. The \$500 partial paramedic incentive pay shall apply to all employees currently in the classification of Fire Apparatus Engineer who qualify in accordance with this agreement.

**ORANGE COUNTY FIRE AUTHORITY**

  
Patrick McIntosh, Deputy Fire Chief

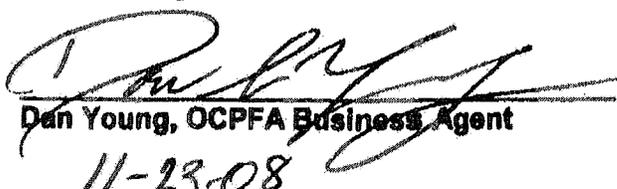
  
Zenovy Jakymiv, Human Resources Director

  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
David Rose, OCPFA Vice President

  
Dan Young, OCPFA Business Agent

  
Date

OCFA 

OCPFA 

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**ADDENDUM TO FIREFIGHTER MEMORANDUM OF UNDERSTANDING  
HAND CREW FIREFIGHTER AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF  
LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY**

On January 22, 2009 the OCFA Board of Directors approved the classification of Hand Crew Firefighter. In accordance with the OCFA Employee Relations Resolution, the classification has been included in the Firefighter Unit, which is currently covered by the 2000-2012 Firefighter Unit Memorandum of Understanding, herein referred to as "MOU".

In accordance with the Meyers-Millias-Brown Act, representatives from the Orange County Fire Authority and the Orange County Professional Firefighters Association – Local 3631, have met and conferred regarding the application of the Firefighter Unit MOU to the Hand Crew Firefighter classification. The parties have completed the meet and confer process and agree as follows:

- All provisions of the MOU will apply to the members in the Hand Crew Firefighter classification except for the following provisions under Article XXIV, Section 4, Specialty Pay
  - A. Paramedic Pay
  - B. Bilingual Pay
  - C. Hazardous Materials Pay
  - D. Aircraft Firefighting (ARFF) Pay
  - E. Educational Incentive Pay
  - F. Urban Search and Rescue (USAR) Pay
  - G. Staff Assignment Pay
  - H. Emergency Medical Technician (EMT) Pay
- In the event Article X, Layoff Procedure is initiated, members in the Hand Crew Firefighter classification will be laid off in accordance with the provisions as set forth in the MOU. However, it is agreed that the members in the Hand Crew Firefighter classification will be laid off prior to any other member in one of the other Firefighter Unit classifications.
- Appendix A of the MOU shall be amended to include the classification of Hand Crew Firefighter.
- This agreement shall be included as part of the MOU, and be effective for the term of the MOU.

All terms and conditions set forth above and are hereby agreed upon this  
5th day of FEBRUARY, 2009.

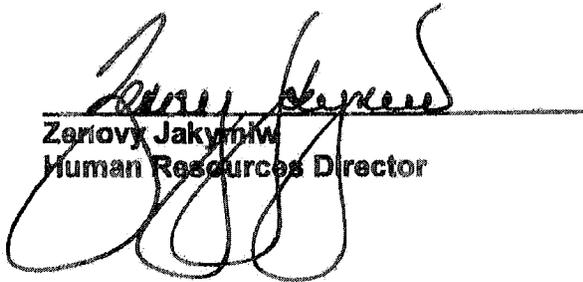
**Orange County Fire Authority**



**Patrick McIntosh  
Deputy Fire Chief**



**Mark Kramer  
Assistant Chief - Operations**



**Zorovy Jakymiw  
Human Resources Director**

**Orange County Professional  
Firefighters Association**



**Dave Rose  
OCPFA Representative**



**Ray Geagan  
OCPFA Representative**

**HAZARDOUS MATERIALS AND PARAMEDIC INCENTIVE (HMPI) PAY AGREEMENT**  
**BETWEEN**  
**ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3831**  
**AND**  
**ORANGE COUNTY FIRE AUTHORITY**  
**TERM OF THE AGREEMENT: IMPLEMENTATION OF HAZARDOUS MATERIALS**  
**RESPONSE UNIT 79 THROUGH JUNE 30, 2014**  
**PAGE 1 OF 2**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3831 (OCPFA) hereby enter into this Agreement on the subject of providing a Hazardous Materials and Paramedic Incentive Pay (HMPI) for Firefighters who are assigned to positions designated as having to provide both Hazardous Materials and Paramedic services. The conditions and application of the HMPI Pay are as follows:

1. Employees must be designated as qualified by the Authority to be eligible to receive the HMPI pay. Qualified is defined as being an Authority sponsored Paramedic that is Paramedic Assessment Unit (PAU) qualified and certified as a Hazardous Materials Technician and/or Specialist.
2. The Hazardous Materials Pay noted herein is a reduced rate from the Hazardous Materials Pay, identified in the Firefighter Unit MOU, and will only be applied under the conditions noted in this agreement.
3. Employees regularly assigned to the designated Paramedic/Haz-Mat positions who receive Paramedic Pay, as provided in the Firefighter Unit Memorandum of Understanding (MOU), and who qualify to participate as a Hazardous Materials Response Team (HMRT) member, will be compensated in addition to their paramedic pay, approximately two and five-tenths (2.5) percent of top step Firefighter base salary per month, prorated on an hourly basis.
4. Employees who are occasionally assigned to cover a Paramedic/Haz-Mat position due to the absence of a regularly assigned employee, and are qualified as stated above, shall receive pay in accordance with this agreement on a prorated basis for each hour the employee is assigned to perform the duties of the designated Paramedic/Haz-Mat position.
5. A minimum of eight (8) Firefighter classification assignments for substitution, requiring both a Paramedic (PAU qualified) and certified as a Hazardous Materials Technician and/or Specialist, will be added for this purpose to which selected employees will be assigned by the Authority.
6. Employees who backfill an overtime shift to cover the designated Paramedic/Haz-Mat position, due to the absence of the regularly assigned employee, and are qualified as stated herein, shall also receive pay in accordance with this agreement on a prorated basis for that overtime shift or portion thereof.

**HAZARDOUS MATERIALS AND PARAMEDIC INCENTIVE (HMPI) PAY AGREEMENT  
PAGE 2 OF 2**

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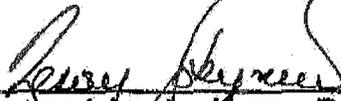
7. The compensation noted herein shall apply to worker's compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the Authority to the Paramedic/Haz-Mat position.

**ORANGE COUNTY FIRE AUTHORITY**

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Ron Blaul, Deputy Fire Chief

  
\_\_\_\_\_  
David Rose, OCPFA President

  
\_\_\_\_\_  
Zorovy Jakymiw, Human Resources Director

  
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Hildo Horlings, OCPFA Treasurer

  
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Date 4/5/13

  
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Date 4/1/13

**INVESTIGATIVE INTERVIEW AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2008 THROUGH JUNE 30, 2012  
PAGE 1 OF 2**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) hereby enter into this Agreement on the provisions relative to investigative interviews as follows:

1. Whenever any employee is questioned or interrogated by management concerning any matter which could lead to discipline, the employee may request that an OCPFA representative be present during the questioning or interrogation session.
2. In the event the employee exercises such right, no questioning or interrogation shall proceed until such time as an OCPFA representative is made available to attend such session.
3. An employee suspected of criminal misconduct may be ordered to answer questions, notwithstanding the employee's constitutional rights, upon penalty of discipline provided the employee is advised that such answers may not be used in any criminal proceedings against the employee.
4. For the purpose of this Agreement, employees assigned the duties of arson investigation shall be deemed peace officers, and this Agreement will neither diminish nor enhance rights granted under California Government Code 3300, if any exist.
5. In order to eliminate any issues relative to the number of representatives that maybe present at investigative interview meetings, the following has been agreed:
  - A. The OCFA may have up to two (2) management representatives in attendance.
  - B. In addition to the employee represented, the OCPFA may have up to two (2) representatives in attendance. However, if the employee represented is also an OCPFA representative, in which case two (2) other OCPFA representatives and a total of three (3) management representatives may attend.
  - C. Each party shall designate one (1) lead representative unless otherwise agreed to.
  - D. The OCFA and the OCPFA agree that in extraordinary circumstances it may be desirable for either or both parties to have more than two (2) representatives. In such cases, additional representatives may attend upon mutual agreement.
  - E. The OCFA shall be responsible for release time for the employee represented and up to one (1) OCPFA representative.
  - F. The OCFA retains discretion to backfill positions associated with such release time and shall be responsible therefore.
  - G. The presence of attorneys for either party shall not count against the limitations herein.

OCFA 

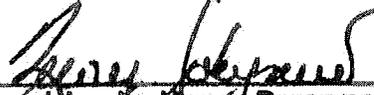
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INVESTIGATIVE INTERVIEW AGREEMENT  
PAGE 2 OF 2

This Agreement shall be applicable only in those circumstances in which an employee is legally entitled to OCPFA representation.

ORANGE COUNTY FIRE AUTHORITY

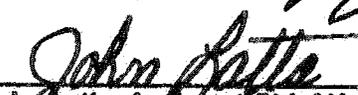
  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date

ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3831

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

12/27/06  
\_\_\_\_\_  
Date

**MEDICAL OPERATIONS SKILLS MAINTENANCE AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

This Agreement is entered into between the Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) regarding the OCFA's paramedic program. This Agreement sets forth the additional working conditions for those personnel represented by the OCPFA who voluntarily accept the duties associated with the OCFA's paramedic program.

The OCFA and the OCPFA agree to implement a system-wide procedure to monitor, maintain, and enhance paramedic skills. This procedure is described in detail in Standard Operating Procedures OM 210.35 (see attachment). Procedures which identify critical paramedic skills, processes for monitoring those skills, and methods-of-ensuring that all licensed paramedics have the ability to perform the identified critical skills are outlined in OCFA Standard Operating Procedures OM 210.35. Incorporated into Standard Operating Procedures OM 210.35 are provisions that provide for:

- Voluntary rotations to achieve established performance thresholds
- Procedures for the Emergency Medical Services Battalion Chief to arrange for administrative assignments for paramedics who do not meet established critical skills thresholds
- Procedures for temporary suspension of sponsorship as an Orange County paramedic for failure to meet established thresholds
- Procedures for reinstatement of sponsorship as an Orange County paramedic
- Criteria for permanent revocation of sponsorship as an Orange County paramedic

It is recognized by both parties that all employees' rights afforded by the Firefighter Unit Memorandum of Understanding (MOU) between the parties and by State and Federal law are unabridged and in full force and effect.

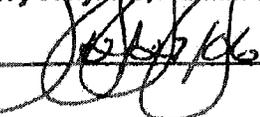
Paramedics whose sponsorship is suspended or revoked will have the same due process rights as outlined in Article VIII of MOU regarding suspensions, reductions, and discharges.

This Agreement shall become effective upon publication and distribution of Standard Operating Procedures OM 210.35 to all fire stations within the OCFA and shall remain in effect until June 30, 2012, unless changed by mutual agreement between the parties.

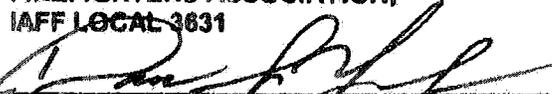
**ORANGE COUNTY FIRE AUTHORITY**

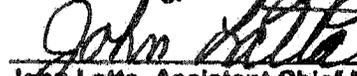
  
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Patrick L. Walker, Deputy Fire Chief

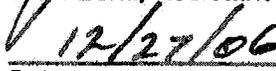
  
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Zenovy Yakymiw, Human Resources Director

  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date 12/27/06

OCFA 

OCPFA 

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### OCFPA SIMPLIFIED FORMAT - TRIGGER FORMULA

(Reformatted from the Five Year Financial Forecast - Baseline Model)

FY 2010/11

*This document represents the "OCFPA Simplified Format" as referenced in Article XXIV, Section 1. P. d. It contains the values from the Five Year Financial Forecast - Baseline for FY 2010/11, as adjusted for Secured Property Taxes. Values for subsequent fiscal years will be presented in this format, as the Five Year Financial Forecast - Base Line Model is calculated for these years.*

#### GENERAL FUND REVENUES

Property Taxes	178,297,955
State Reimbursements	4,575,101
Federal Reimbursements	100,000
One-Time Grant Proceeds	1,041,900
CRA Pass-thru's	3,457,556
Cash Contracts	45,872,471
Haz Mat Services Section	1,095,161
Fire Prevention Fee	4,633,104
ALS Supplies & Transport Reimbursement	4,810,426
Interest Earnings	736,028
Other Revenue	512,000
<b>TOTAL REVENUES (A)</b>	<b>245,131,702</b>

#### GENERAL FUND EXPENDITURES

Salaries & Employee Benefits	221,201,034
Services & Supplies/Equipment	19,801,872
One-Time Grant Expenditures	645,500
TRAN Debt Service - Interest Expense	0
Incremental Increase to Contingency Re	864,023 (a)
<b>TOTAL EXPENDITURES (B)</b>	<b>242,512,429</b>

(a) *This item is in addition to the total shown for General Fund expenditures on the Five Year Financial Forecast. For purposes of the Forecast, this item is reflected in Section B. Should additional increases be needed to replenish Contingency Reserve funds that may have been used for budget deficits, these increases will be funded first from the cashflow reserve.*

**GENERAL FUND SURPLUS/(DEFICIT) = (A-B)** **2,619,273**

(12,082,420)

Fund 5% of General Fund Expenditures to CIP  
(excludes incremental increase to Contingency Reserve)

**TRIGGER FORMULA FUNDS AVAILABLE - ALL GROUPS** **(9,463,147)**

**OCPFA SUPPLEMENTAL RETIREE MEDICAL PLAN AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 2**

In consideration of the mutual covenants, promises, and conditions set forth hereinafter and pursuant to Article XXV of the 2007-2012 Memorandum of Understanding between the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) and the Orange County Fire Authority (OCFA), the parties agree as follows:

1. Upon presentation to the OCFA by the OCPFA of a written plan document consistent with the terms of this Agreement, the OCFA will deduct from all regular, limited-term, part-time (at least twenty [20] hours per week), and probationary employees one (1) percent of their base salary to be deposited into an OCPFA Supplemental Retiree Medical Plan (Plan) trust fund which will serve as a supplement to the OCFA's Retiree Medical Insurance Grant Program. The trust will be identified as the OCPFA Supplemental Retiree Medical Plan and will be separate and apart from the OCFA's Retiree Medical Insurance Grant Program and will be for the sole purpose set forth in paragraphs 2. and 3.
2. The OCPFA will provide a Plan benefit for: (a) all members of the Firefighters Unit and, (b) all members leaving the Firefighter Unit who remains employed elsewhere by the OCFA and who sign authorization statements permitting deductions of one percent (1%) of their base salary to be used for that purpose. Members of the Firefighter Unit consist of employees in those positions set forth in Appendix A of the Memorandum of Understanding (MOU) and any position subsequently added to the Firefighter Unit by action of the OCFA Board of Directors.
3. The Plan shall be used solely for the purpose of reducing the cost of OCPFA provided health insurance to members of the Firefighter Unit who retire on or after April 1, 2002.
4. The Plan, the amount of the benefit provided thereunder, and all costs of providing and administering such Plan shall be the sole responsibility of the OCPFA. Except for the obligation to transmit funds to the Plan trust, the OCFA shall not be responsible for any other matter related to the Plan including any cost of providing or administering said Plan. In the administration of this Plan, the OCPFA shall be responsible for coordinating the benefit provided herein with the Orange County Employees Retirement System to ensure that the benefit is not paid in cash to the retiree.
5. The OCPFA shall provide the OCFA with a copy of an annual audit of administering the Plan. The annual audit report shall include actual cost of the Plan, expenditures, and details of how all funds are administered. All books and records related to the administration and provision of such Plan shall be available for audit and/or inspection by the OCFA or its agents upon request and a thirty- (30) day notice.
6. The OCPFA represents that it is or has created an Internal Revenue Code Section 501(c)(5) and/or (9) entity, and that it has created a Voluntary Employees Beneficiary Association within the meaning of the Internal Revenue Code such that the one (1) percent of base salary may be treated as non-taxable compensation. In entering this Agreement, the OCFA is relying on said representation and on the OCPFA's compliance with all laws and regulations relating to the provision of the benefits provided herein on a pre-tax basis.
7. The OCPFA shall defend, indemnify, and hold the OCFA harmless from any claims, costs, or legal action arising out of or in any way related to the Plan administered and/or provided pursuant to this Agreement. The OCFA shall have the right to select counsel for any defense hereunder. Claims, costs, or legal action shall include, but not be limited to, fees, penalties, and damages claimed by employees, retirees, or government agencies.

OCFA 

OCFA 

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**OCPFA SUPPLEMENTAL RETIREE MEDICAL PLAN AGREEMENT  
PAGE 2 OF 2**

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8. Any dividends paid, premiums refunded, or other rebates or refunds made under any plan or policy shall be the property of the OCFA; provided, however, that said funds will be transmitted to the OCPFA for the Plan trust fund purposes.
9. The provisions of this Agreement shall not be subject to the grievance and arbitration provisions of the parties' separate MOU.
10. The one (1) percent of base salary used to fund the benefit herein shall be considered as part of the base salary for purposes of determining "Total Compensation" pursuant to Article XXIX of the MOU.
11. This Agreement shall terminate upon the occurrence of any of the following events: (a) written request by the OCPFA, (b) dissolution of the trust fund, or (c) cessation of trust fund benefits.
12. This Agreement is the entire, integrated agreement with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. The parties also agree that no modification of this Agreement shall be valid unless it is in writing and signed by all of the parties to this Agreement.
13. This Agreement shall not be construed in favor or against any party regardless of which party drafted or participated in the drafting of its terms.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

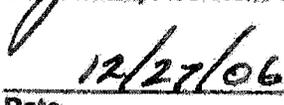
  
\_\_\_\_\_  
Zenovy Yakymiv, Human Resources Director

  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

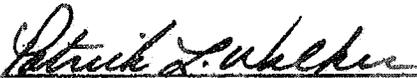
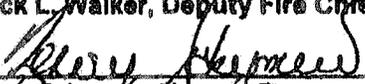
  
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Date

**OVERTIME DISTRIBUTION AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

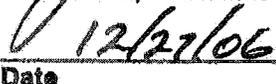
The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA), hereby agree that the procedures covering the distribution of overtime to employees in the Firefighter Unit are thoroughly and satisfactorily covered in the OCFA Standard Operating Procedures AM 103.16 (Staffing Procedures).

It is furthered agreed, that any changes, revisions, or modifications to the OCFA Standard Operating Procedures AM 103.16 will necessitate a meet and confer and mutual agreement between the OCFA and the OCPFA. Disputes regarding misinterpretation or misapplication of the provisions contained herein shall be subject to the grievance procedure in accordance with the provisions of the 2007-2012 Firefighter Unit Memorandum of Understanding.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief  
  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director  
  
\_\_\_\_\_  
Date 12/27/06

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator  
  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator  
  
\_\_\_\_\_  
Date 12/27/06

**POSITION VACANCY UNDERSTANDING  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM: DECEMBER 3, 2010 THROUGH JUNE 30, 2014  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, Local 3631 (OCPFA) enter into this understanding concerning Firefighter Unit positions. The parties agree:

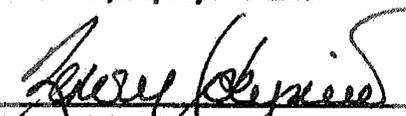
1. It is the OCFA's intent that when economically and operationally feasible and as a general practice, the OCFA will hold a total of 15 positions vacant within the classifications of Firefighter, Fire Apparatus Engineer, and Fire Captain
2. These 15 vacancies will be filled through the backfill process in accordance with the applicable provisions within the current Memorandum of Understanding.
3. Both parties recognize that there are mutual benefits of such a practice, however, should the OCFA determine that it is in the best interest of the agency to hold less than 15 positions vacant, or to fill all vacant positions, the OCFA retains its prerogative to do so. Nothing within this agreement should be construed to obligate the OCFA to bargain over decisions which are not mandatory subjects of bargaining under the law.

**Orange County Fire Authority**

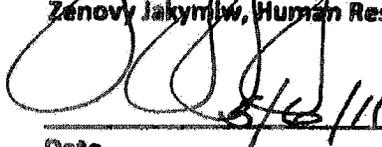
**Orange County Professional Firefighters Association, IAFF Local 3631**

  
\_\_\_\_\_  
**Ron Blaul, Deputy Fire Chief**

  
\_\_\_\_\_  
**Dave Rose, OCPFA Chief Negotiator**

  
\_\_\_\_\_  
**Zenovy Yakymiw, Human Resources Director**

  
\_\_\_\_\_  
**Ray Geagan, OCPFA Vice President**

  
\_\_\_\_\_  
**Date 5/6/11**

\_\_\_\_\_  
**Date 3/10/11**

**RELIEF CREW CHIEFS/HELICOPTER PROGRAM AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement which sets forth the criteria and methodology for the selection of Crew Chiefs and Relief Crew Chiefs for the OCFA's Helicopter Program (OCFA Air Operations). The criteria and methodology shall be as follows:

1. The OCFA will select employees from the Firefighter Unit to perform in the capacity of Relief Crew Chiefs in order to have enough personnel available to adequately staff helicopter flights.
2. The OCFA shall maintain the right to determine the appropriate number of Relief Crew Chiefs at any one time.
3. Training provided to Relief Crew Chiefs will be the same as that provided to the regular Crew Chiefs.
4. Current Fire Captains with at least three (3) years experience as a Fire Captain will be eligible to apply for the position of Relief Crew Chief.
5. Minimum training prerequisites for candidates are successful completion of Rescue Systems I, Swiftwater Rescue, and Intermediate Fire Behavior (S-290).
6. The Special Operations Battalion Chief will coordinate an oral interview process for the purpose of selection of candidates with the concurrence of the Chief of Operations.
7. When a regular status Crew Chief vacancy occurs, the OCFA will offer the position to the Relief Crew Chief with the most total seniority with the OCFA with a valid transfer request on file. In the event there are no transfer requests on file, vacancies for regular status Crew Chiefs will be filled utilizing the same selection process as outlined for Relief Crew Chiefs.

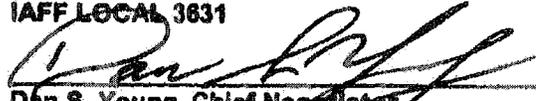
**ORANGE COUNTY FIRE AUTHORITY**

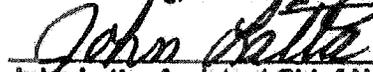
  
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Patrick L. Walker, Deputy Fire Chief

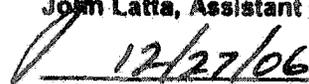
  
\_\_\_\_\_  
Zenovy Yakymiw, Human Resources Director

  
\_\_\_\_\_  
Date 12/27/06

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date 12/27/06

## RELEASE TIME AGREEMENT

It is recognized and agreed that there are times when the OCFA's interest and the Association's interest are aligned, and it would be in the parties' best interest to collaborate collectively to achieve certain legislative agendas or develop strategies to address other issues. To accomplish this collaboration the parties recognize the need to have the Association President and/or various officers of the Association be released from duty in order to utilize their knowledge and expertise to promote mutually beneficial local, state, and federal legislative initiatives.

Therefore, the Orange County Fire Authority ("OCFA"), and the Orange County Professional Firefighters Association, Local 3631 ("Association") agree as follows:

1. The OCFA will provide up to 2038 hours of release time per calendar year for use by the Association President or officer(s) to pursue matters of common interest. The association agrees to make an additional 874 hours available from the Association's "Union Time Bank" for this purpose.
2. For purposes of this Agreement, the Association President or officers will be treated as though they are on an authorized, paid leave of absence while utilizing release time.
3. During the term of this agreement, the Association President will report to the Deputy Fire Chief and provide quarterly activity reports on release time usage for matters identified as being of mutual interest.
4. The Association President and officers will be required to maintain certifications and complete all mandatory training required by rank and assigned duties.
5. During the term of this Agreement, the Association President will continue to be eligible for voluntary backfill assignments through the staffing system. However, he/she will be exempt from forced hire for non emergency backfill assignments.
6. The Association President and officers shall not engage in activities that promote or oppose the election of any public official or the support or defeat of any ballot measure during their regularly scheduled shifts for which they are using OCFA provided release time.

7. To the extent that any of the provisions of this agreement are inconsistent, or in conflict with provisions of the parties MOU, the provisions of this Agreement shall supersede.
8. This Agreement shall become effective on January 31, 2011 and will expire on December 31, 2013. Any extension of this agreement beyond December 31, 2013 must be approved by separate written agreement, by both the OCFA Fire Chief and Association President.

Orange County Fire Authority

Orange County Professional

Firefighters Association

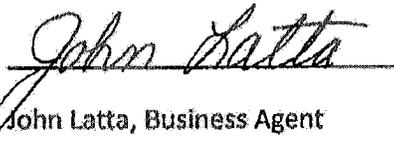
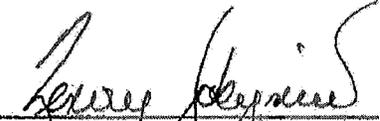


Keith Richter, Fire Chief

David Rose, Vice President

Date: 4/5/12

Date: 3/22/1



Zenow Jakymiw, H.R. Director

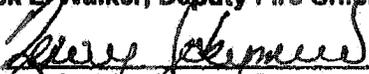
John Latta, Business Agent

**REPRESENTATION AT GRIEVANCE/APPEAL MEETINGS AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

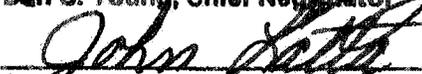
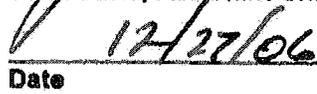
The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement in order to eliminate any issues relative to the number of representatives that may be present at a grievance/appeal meeting. The parties have agreed to the following:

1. The OCFA may have up to four (4) management representatives in attendance.
2. The OCPFA may have the grievant and up to three (3) grievance/appeal representatives in attendance. However, if the grievant is also a grievance/appeal representative, in which case two (2) other grievance/appeal representatives and a total of three (3) management representatives may attend.
3. Each party will designate one (1) spokesperson unless otherwise agreed to.
4. The OCFA will be responsible for release time for the grievant and up to one (1) OCPFA representative.
5. The OCFA retains discretion to backfill positions associated with such release time and shall be responsible therefore.
6. The presence of attorneys for either party shall not count against the limitations herein.
7. Alleged misinterpretation/misapplication of any sections in this Agreement will be arbitrable pursuant to the Firefighter Unit Memorandum of Understanding.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief  
  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director  
  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator  
  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator  
  
\_\_\_\_\_  
Date

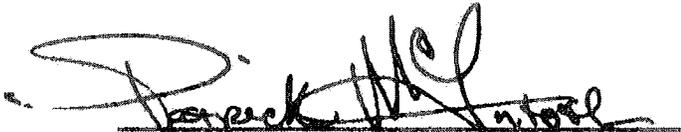
**TILLER-OPERATOR AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: JUNE 6, 2007 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement concerning firefighters who are assigned to a Tractor Drawn Aerial Apparatus (TDA) that necessitate a tiller-operator. The parties have agreed to the following:

1. The OCFA agrees to provide all training in tiller operations to non-paramedic firefighters regularly assigned to a post position at the same station as the TDA.
2. Firefighters transferring into a post position on a TDA truck will have to successfully complete the training and agree to provide the service of tiller operator. Firefighters who hold a post position on a truck that is identified to be replaced with a TDA and do not volunteer to become tiller certified, or who are unable to successfully complete the training, will be allowed to keep their post position until such time as they voluntarily relinquish it.
3. The parties agree that once provisions of paragraph one (1) above have been completed, the OCFA will commence training for additional employees who volunteer for training in tiller operations. The OCFA will train 10 additional personnel, selected by seniority, over the course of the next year and evaluate further needs at the end of that year.
4. One tiller operator is required to operate a TDA. The OCFA staffing system will be programmed to ensure equal distribution of overtime while maintaining the required TDA staffing.
5. The parties recognize that assignment to a position on a TDA as the tiller-operator will not receive additional compensation at this time.
6. This agreement supercedes all previous agreements regarding the training and or operation of tiller operator or TDA.

**ORANGE COUNTY FIRE AUTHORITY**

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
Patrick McIntosh, Assistant Chief-Operations

  
Rick Cornell, Vice President-OCPFA

  
Zenovy Jakymec, Human Resources Director

  
Dave Thompson, Vice President-OCPFA

July 18, 2007  
Date

7-18-07  
Date

OCFA 

OCPFA  S

**TRANSITION OF EMPLOYMENT AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF AGREEMENT: SEPTEMBER 28, 2008 THROUGH JUNE 30, 2012  
PAGE 1 OF 2**

In consideration of the Orange County Fire Authority's intent to provide fire services for public agencies within Orange County who had previously provided fire services through their own fire departments, the Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) agree to the following provisions regarding the transition of employees from other public fire service agencies within Orange County to employment with the OCFA:

1. For the purposes of this Agreement, continuous employment with a transitioning fire service agency shall mean employment with the transitioning fire service agency in a full-time, regular position which has not been interrupted by resignation, discharge, or retirement, and for which the employee has accrued public safety retirement system credit, exclusive of any credit for overtime. Suspensions and unpaid leaves of absence for up to a two-year period shall not be considered a break in service, nor shall such suspensions and leaves of absence be credited toward continuous employment.
2. All employees transitioning to OCFA employment into positions covered by the Firefighter Unit Memorandum of Understanding (MOU), as the result of the OCFA taking over the responsibility for the provision of fire services for their former employer, shall receive full credit for their continuous employment with the public fire service agency from which they are transitioning for the purposes of determining sick leave accrual rates, vacation accrual rates, and meeting minimum requirements for promotional opportunities.
3. Transitions into positions will be as follows:
  - A. The most senior employees transitioning to OCFA employment into positions covered by the MOU equal in number to the number of OCFA positions created as the result of the OCFA taking over the responsibility for the provision of fire services for their former employer shall receive full credit for their continuous employment with the public fire service agency from which they are transitioning. Such credit is for the purposes of determining eligibility for all seniority-based rights held by employees covered by the MOU, with the following exceptions:
    - i) Rights to determine eligibility for tier one retirement benefits (Article XV, Section 1. of the MOU), or
    - ii) Rights to determine eligibility for payoff of unused sick leave (Article V, Section 1. of the MOU), or
    - iii) Rights for any transitioning employee serving new probation at the time of transition to use his/her continuous employment with the transitioning public fire service agency to qualify toward the completion of new probation with the OCFA (Article III, Section 3.A.1. of the MOU).
  - B. The remaining employees transitioning to OCFA employment into positions covered by the MOU, as the result of the OCFA taking over the responsibility for the provision of fire services for their former employer, shall receive full credit for their continuous employment with the public service agency from which they are transitioning, one by one, as specified under paragraph 3.A. above when a more senior employee who transitioned from the same fire service agency and has received seniority credit pursuant to paragraph 3.A. above leaves employment with the OCFA. The employee with the greatest amount of continuous employment with the same transitioning

**TRANSITION OF EMPLOYMENT AGREEMENT  
PAGE 2 OF 2**

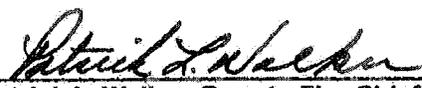
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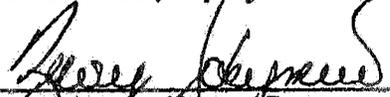
fire service agency from which he/she transitioned shall have first rights to the benefits provided by this paragraph.

4. To the extent not provided with their transition to employment with the OCFA, the parties agree to apply the provisions of this Agreement to employees who previously transitioned to the OCFA from the cities of Stanton and Seal Beach.
5. Nothing in this Agreement shall be construed in a manner that would provide credit for service with a fire department other than the OCFA for any purpose not specifically provided herein.
6. This Agreement shall not serve as a precedent for any grievance, dispute, lawsuit, or appeal between the parties.

Disputes regarding the interpretation or application of this Agreement may be submitted to the Human Resources Director by the OCPFA or by any employee of the Firefighter Unit. Such disputes shall only be valid if accompanied by documentation supporting the appellant's claim. The Human Resources Director shall issue a decision regarding the dispute within fourteen (14) calendar days from the date it was received. If the decision of the Human Resources Director does not resolve the dispute, such dispute may then be submitted to the Deputy Fire Chief within fourteen (14) calendar days from the decision of the Human Resources Director. If the decision of the Deputy Fire Chief fails to resolve the dispute, the OCPFA may submit the dispute to binding arbitration within fourteen (14) calendar days from the decision of the Deputy Fire Chief. The cost of such arbitration shall be shared equally by the parties. If either the Human Resources Director or the Deputy Fire Chief fails to issue a decision within the required time limit, the appellant may submit the dispute to the next step of the process provided herein. If the appellant or the OCPFA fails to submit the dispute to the next step of the process within the required time limits as described herein, the dispute shall be considered resolved.

**ORANGE COUNTY FIRE AUTHORITY**

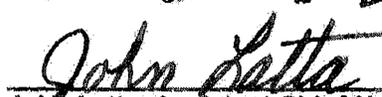
  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date

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OCFA 

OCPFA  T

**UNDERSTANDING  
REGARDING  
GENERAL FUND CONTINGENCY RESERVE FUND EXPENDITURES  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM: DECEMBER 3, 2010 THROUGH JUNE 30, 2014  
PAGE 1 OF 1**

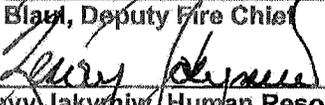
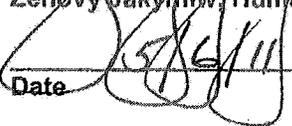
The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA), have engaged in negotiations regarding changes to the existing Memorandum of Understanding (2000-2010). One component to those negotiations was the use of the Authority's expenditure priorities involving the General Fund Contingency Reserve Fund. As a result of these negotiations, the Authority recognizes that one of the future uses of this Fund may involve expenditures that could defer operational reductions in activated regular post positions within the Firefighter Unit. As a result of these negotiations, an understanding between the parties has been reached.

In exchange for securing amendments to the Memorandum of Understanding with the OCPFA, the OCFA agrees to spend up to 25% of its General Fund Contingency Reserve Fund, if needed to bridge a General Fund budget deficit, and thereby to defer operational reductions.

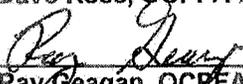
Furthermore, in the event that funds are used as described above from the General Fund Contingency Reserve, the depleted funds shall be immediately replenished by reallocating funds from the General Fund Cash-Flow Reserve to the Contingency Reserve.

As of June 30, 2014, any remaining funds in the General Fund Cash-Flow Reserve shall be used to pay down OCFA's unfunded retirement liability with the Orange County Employees Retirement System.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Ron Blatt, Deputy Fire Chief  
  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director  
  
\_\_\_\_\_  
Date 5/26/11

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dave Rose, OCPFA Chief Negotiator  
  
\_\_\_\_\_  
Ray Geagan, OCPFA Vice President  
\_\_\_\_\_  
Date 9/27/11

OCFA 

OCPFA   
U

**WATER TENDER/COMPRESSED AIR FOAM SYSTEM UNIT STAFFING AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: JULY 1, 2009 THROUGH JUNE 30, 2012  
PAGE 1 OF 1**

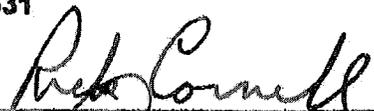
The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement concerning the staffing and use of Water Tenders (WT) and Compressed Air Foam System (CAFS) Utility Vehicles by Firefighter Unit personnel. The parties have agreed to the following:

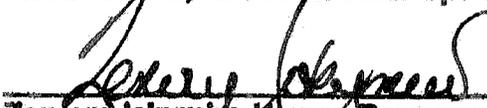
1. WT and CAFS utility vehicles may be staffed using career personnel from the Firefighter Unit when it is deemed appropriate to do so by the Assistant Chief of Operations. Drivers for the WT and CAFS units must be properly trained and licensed to drive the specific unit. The staffing of these units will conform, to the extent possible, to the hiring and callback procedures identified in SOP AM103.16—Staffing Procedures.
2. When the Assistant Chief of Operations exercises his discretion to use career personnel for WT, the staffing by such career personnel will consist of one member from the Fire Apparatus Engineer classification and one member from the Firefighter classification.
3. When the Assistant Chief of Operations exercises his discretion to use career personnel for CAFS units, the staffing by such career personnel will consist of a minimum of two personnel consisting of either one member from the Fire Apparatus Engineer classification and one member from the Firefighter classification or, if approved by the Assistant Chief of Operations or the Duty Officer in his absence, two members from the Firefighter classification. The Assistant Chief of Operations, or the Duty Officer in his absence, may also authorize additional CAFS unit staffing when deemed necessary by the OCFA.
4. The Assistant Chief of Operations, or the Duty Officer in his absence, may authorize the voluntary movement of qualified personnel from another unit for use on the WT or CAFS unit and the subsequent backfilling of the vacated position. If a CAFS unit is required to respond out of Orange County, the unit will be staffed with a Fire Captain, Fire Apparatus Engineer, and Firefighter. A second Firefighter may be added at the discretion of the Assistant Chief of Operations, based on funding.

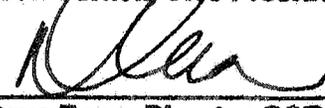
**ORANGE COUNTY FIRE AUTHORITY**

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, IAFF LOCAL  
3631**

  
\_\_\_\_\_  
Mark Kramer, Assistant Chief-Operations

  
\_\_\_\_\_  
Rick Cornell, Vice President-OCPFA

  
\_\_\_\_\_  
Zenovy Yakymiw, Human Resources Director

  
\_\_\_\_\_  
Dave Rose, Director-OCPFA

Date

Date

OCFA 

OCPFA   
V

WEFIT Immunization & Screening Agreement

Between

Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA)

And

Orange County Fire Authority (OCFA)

As part of the OCFA Wellness and Fitness (WEFIT) program implementation, the Immunization & Screening component of WEFIT is an amendment to the existing WEFIT Program Implementation Agreement dated December 2003.

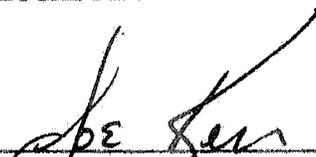
1. Both parties agree that immunization & screening is voluntary and no disciplinary action will be imposed on an employee solely based on their participation or non-participation.
2. Immunization records will be kept in strictest confidence by the OCFA Occupational Health Nurse and forwarded to employee's medical files at UCI/Center for Occupational and Environmental Health. The OCFA Occupational Health Nurse will keep and maintain these records in accordance with all applicable local, state, and federal laws, including the Health Insurance Portability and Accountability Act of 1969 (HIPPA). Access to the immunization records stored by OCFA will be restricted to only the Occupational Health Nurse and will not be released without a written consent from the employee. The employee shall have access to and receive a copy of their records upon request. The sole purpose of keeping and maintaining these records is to ensure that all applicable vaccinations and screening records are kept current for those persons participating in this program.
3. Results from blood titers for Hepatitis B will be sent directly to the employee and the OCFA Occupational Health Nurse who is the coordinator of the WEFIT Immunization Program. The blood titers are for purposes of determining levels of antibodies so that a determination can be made on whether the vaccine(s) are necessary.
4. The Hepatitis C screening results will be sent directly to the employee and UCI/Center for Occupational & Environmental Health and not sent to the OCFA Occupational Health Nurse/Immunization Coordinator.
5. This Agreement applies only to the Immunization & Screening component of the WEFIT program.

ORANGE COUNTY FIRE AUTHORITY

ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, IAFF  
LOCAL 3631

  
\_\_\_\_\_  
Chip Prather, Fire Chief  
OCFA

2/14/05  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joe Kerr, President  
OCPFA

2-24-05  
\_\_\_\_\_  
Date

OCFA 

OCPFA 

W

## WEFIT PROGRAM IMPLEMENTATION AGREEMENT

Between

Orange County Professional Firefighter Association-IAFF, Local 3631 (OCPFA)

And

Orange County Fire Authority (OCFA)

On September 25, 2003, the OCFA Board of Directors approved the Fire Service Joint Labor and Management Wellness-Fitness Initiative (WEFIT) for a two-year pilot program period. This program is a joint funding partnership between the Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association-IAFF, Local 3631 (OCPFA). In an effort to establish an effective WEFIT program that will improve the well-being and quality of health for OCFA employees, the OCFA and the OCPFA have met and discussed the various elements of the program. These efforts have resulted in developing and clarifying the program's intent and scope of application. This agreement serves as a record of these discussions and understandings as follows:

1. Both parties agree that the WEFIT Program is mandatory/non-punitive. The OCFA shall provide all five (5) of the following aspects of the WEFIT Program:
  - Medical
  - Fitness
  - Medical /Fitness/Injury Rehabilitation
  - Behavioral Health
  - Data Collection and Reporting

No disciplinary action will be imposed on an employee solely based on his/her participation or non-participation in any portion of the WEFIT Program.

2. It is agreed that the employee retains the option of having any portion of the physical examination provided by the OCFA's medical provider, or by a physician of the employee's choice at the employee's expense. Such results can be provided by the employee's physician directly to the OCFA's medical provider. Both parties agree to take positive steps to promote the WEFIT program and encourage employee participation in the physical examination and fitness testing process. However, the employee retains the option to not participate.
3. Employees will be scheduled for the physical examinations and fitness tests during work time, for which they will be compensated. Should circumstances arise which require the employee to be scheduled or rescheduled during off work time, employees will be compensated for the time spent participating in the physical examination and fitness testing process.
4. Medical information collected during the physical examination and fitness testing process will be confidential. Medical records will be retained by OCFA's medical provider and the specific details of the examination results will only be shared with the employee by the examining physician. Aggregate physical examination and fitness testing data will be provided to the OCFA and OCPFA in accordance with the WEFIT initiative.
5. The fitness for duty standards applied to employees, will remain unchanged from the fitness for duty standards applied at the time this agreement is signed by the parties. The OCFA may require medical and fitness for duty evaluations when there is sufficient cause for said evaluations. (e.g. returning to duty after medical or injury absence.)
6. The WEFIT program includes an on-duty exercise program. Participation in the on-duty exercise program is encouraged. Both parties agree to take positive steps to promote the fitness program and encourage employee participation. However, the employee retains

OCFA



OCPFA



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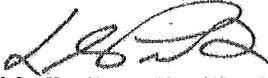
the option to not participate. No discipline will be initiated against an employee for not participating in the program.

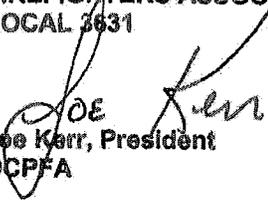
- 7. An eight (8) member WEFIT Oversight Committee, co-chaired by the OCFA and the OCPFA, will be created to oversee the WEFIT program. Each co-chair shall choose two (2) voting members and one (1) alternate. The additional members of the committee will be nonvoting-members, and will consist of one (1) representative from each of the following groups: Chief Officers Association (COA), and the Orange County Employees Association (OCEA).

The respective chairpersons shall have veto power over any issue that comes before the committee. Issues that are vetoed by a chairperson shall then be moved to the traditional arena of labor / management relations.

ORANGE COUNTY FIRE AUTHORITY

ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, IAFF  
LOCAL 2631

  
 Chip Prather, Fire Chief  
 OCFA

  
 Joe Kerr, President  
 OCPFA

12/15/03  
 Date

Dec. 1, 2003  
 Date

OCFA 

OCPFA   
 X

**WEFIT PROGRAM COORDINATOR POSITION AGREEMENT  
BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION - IAFF, LOCAL 3631  
AND  
ORANGE COUNTY EMPLOYEES ASSOCIATION  
AND  
JOLETTA BELTON**

**Page 1 of 2**

The Orange County Fire Authority (hereinafter referred to as "OCFA") and the Orange County Professional Firefighter Association, IAFF, Local 3631 (hereinafter referred to as "OCPFA") and the Orange County Employees Association (hereinafter referred to as "OCEA") and Joletta Belton together referred to as "parties" enter into this Agreement as it pertains to the creation and staffing of the WEFIT Program Coordinator Classification.

The WEFIT Program Coordinator duties have been performed by a safety employee in a classification represented by the OCPFA since the inception of the WEFIT Program in 2004. This assignment has always been filled by safety personnel as members of the FIREFIGHTER Bargaining Unit on a "voluntary assignment staff" basis, as outlined in OCFA Standard Operating Procedure (SOP) AM 103.04.

The OCFA wishes to delete the classification of Exercise Physiologist and create the classification of WEFIT Program Coordinator within the GENERAL Bargaining Unit represented by the OCEA.

Firefighter Joletta Belton, currently a member of the FIREFIGHTER Bargaining Unit, has sustained a work related injury which has resulted in permanent work restrictions prohibiting her from performing suppression duties. The OCFA intends to place her in the non-suppression classification of WEFIT Program Coordinator. It is recognized and agreed to by the parties that by accepting this employment opportunity Joletta Belton will become a member of the GENERAL Bargaining Unit.

As a member of the General Unit, Joletta Belton will no longer be a member of the FIREFIGHTER Bargaining Unit and the OCPFA will no longer have responsibility for or obligation to represent her employment matters. Additionally, Joletta Belton's medical insurance will no longer be provided by the OCPFA through the Firefighters Medical Trust. However, Joletta Belton's Supplemental Retiree Medical Grant, administered by the OCPFA, may be continued under the terms and conditions of that plan if she so chooses.

The OCPFA believes that Joletta Belton is qualified to perform the duties of the classification of WEFIT Program Coordinator and is willing to stipulate that the classification of WEFIT Program Coordinator will be placed in the GENERAL Bargaining Unit.

It is understood and agreed by all parties to this agreement that the classification of WEFIT Program Coordinator will be utilized in the WEFIT program only for the period of time that Joletta Belton is employed in the classification. Upon her vacating the classification of WEFIT Program Coordinator the

WEFIT PROGRAM COORDINATOR POSITION AGREEMENT

work will revert to members of the FIREFIGHTER Bargaining Unit represented by the OCPFA, and the classification of WEFIT Program Coordinator will be deleted from the General Unit.

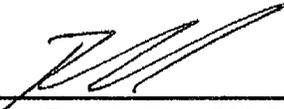
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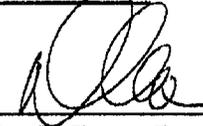
This agreement shall remain in full force and effect until such time as it is mutually modified by the parties or until Jolitta Belton no longer is employed in the classification of WEFIT Program Coordinator.

The undersigned parties agree to the terms and conditions as stated above:

ORANGE COUNTY FIRE AUTHORITY

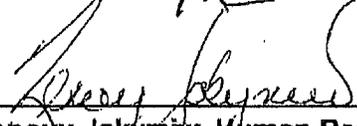
ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, IAFF  
LOCAL 3631

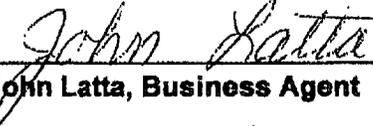
  
\_\_\_\_\_  
Ron Blaul, Deputy Fire Chief

  
\_\_\_\_\_  
David Rose, President

Date: 7/26/12

Date: 7/26/12

  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

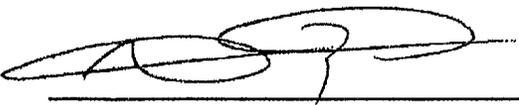
  
\_\_\_\_\_  
John Latta, Business Agent

Date: 7/26/12

Date: 7-26-12

Orange County Employees Association

Jolitta Belton

  
\_\_\_\_\_  
Aaron Peardon, Sr. Labor Relations Representative

  
\_\_\_\_\_  
Jolitta Belton

Date: 8/8/12

Date: 7/30/12

  
\_\_\_\_\_  
Lisa Major, Assistant General Manager

Date: 8/21/12

**WORK LOCATION SWAP AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SUNSETS WITH AGREEMENT ON NEW SOP AM103.16  
PAGE 1 OF 1**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement concerning Firefighter Unit personnel swapping work locations. The parties have agreed to the following:

1. Employees in the firefighter bargaining unit may swap work locations as set forth in SOP AM 103.16 (Staffing Procedures) and decide among themselves who will receive any applicable bonus pay involved with the position swap. Any applicable bonus pay will be paid in accordance with the agreement made between the employees.
2. The following language will be added to SOP AM 103.16 during the next revision of the SOP that is agreed to by OCFA and OCPFA:

Swapping Work Locations

Personnel are permitted to swap work locations involving backfills or shift trades using the staffing system. Employees must be qualified to work the position in order to swap. Employees shall decide among themselves who will receive any applicable bonus pay involved with the position swap and indicate such using the staffing system.

Swaps involving an employee's regular work assignment must have approval of employee's supervisor and duty battalion chief if the swap includes positions with like bonus pay (i.e., FF/PM for FF/PM).

Swaps of an employee's regular work assignment that involves different bonus pay that may affect employees' regular base pay are not allowed unless the Assistant Chief of Operations approves special pay arrangements or when other agreements allow such swaps. An example of this type of arrangement would be approval for a part-time paramedic to swap positions with a full-time paramedic and both employees receive a paramedic bonus for the shift.

3. This agreement is in addition to any existing agreements involving overtime distribution and/or staffing procedures and will sunset when the updated language above becomes part of a new revision of SOP 103.16 that is agreed to by OCFA and OCPFA.

**ORANGE COUNTY FIRE AUTHORITY**

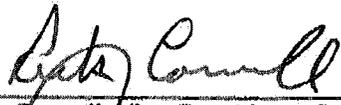
  
Mark Kramer, Assistant Chief-Operations

  
Zerkov Yakymiw, Human Resources Director

Date

7 OCT 08

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
Rick Cornell, Vice President-OCPFA

  
Dave Rose, Vice President-OCPFA

Date

9-30-08

OCFA 

OCPFA 

Z

## APPENDIX C

### FIREFIGHTER UNIT SALARY CLASSIFICATION TABLE EFFECTIVE 11/1/2014-11/13/2014

Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5804	FS	FF/Trainee	Hourly	26.15														
			Biweekly	2,092.00														
			Monthly	4,532.67														
			Annual	54,392.00														
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5800	FF	Firefighter	Hourly	21.13	21.77	22.37	23.01	23.62	24.36	24.86	25.53	26.23	26.93	27.68	28.41			
			Staff	29.58	30.48	31.32	32.21	33.07	34.10	34.80	35.74	36.72	37.70	38.75	39.77			
			Biweekly	2,366.56	2,438.24	2,505.44	2,577.12	2,645.44	2,728.32	2,784.32	2,859.36	2,937.76	3,016.16	3,100.16	3,181.92			
			Monthly	5,127.55	5,282.85	5,428.45	5,583.76	5,731.79	5,911.36	6,032.69	6,195.28	6,365.15	6,535.01	6,717.01	6,894.16			
			Annual	61,530.56	63,394.24	65,141.44	67,005.12	68,781.44	70,936.32	72,392.32	74,343.36	76,381.76	78,420.16	80,604.16	82,729.92			
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5801	FF	FAE	Hourly	23.84	24.45	25.12	25.82	26.40	27.13	27.90	28.63	29.47	30.21	31.09	31.86			
			Staff	33.38	34.23	35.17	36.15	36.96	37.98	39.06	40.08	41.26	42.29	43.53	44.60			
			Biweekly	2,670.08	2,738.40	2,813.44	2,891.84	2,956.80	3,038.56	3,124.80	3,206.56	3,300.64	3,383.52	3,482.08	3,568.32			
			Monthly	5,785.17	5,933.20	6,095.79	6,265.65	6,406.40	6,583.55	6,770.40	6,947.55	7,151.39	7,330.96	7,544.51	7,731.36			
Annual	69,422.08	71,198.40	73,149.44	75,187.84	76,876.80	79,002.56	81,244.80	83,370.56	85,816.64	87,971.52	90,534.08	92,776.32						
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5803	FF	Fire Captain	Hourly	27.67	28.36	29.16	30.03	30.82	31.68	32.47	33.40	34.26	35.22	36.29	37.30			
			Staff	38.74	39.70	40.82	42.04	43.15	44.35	45.46	46.76	47.96	49.31	50.81	52.22			
			Biweekly	3,099.04	3,176.32	3,265.92	3,363.36	3,451.84	3,548.16	3,636.64	3,740.80	3,837.12	3,944.64	4,064.48	4,177.60			
			Monthly	6,714.59	6,882.03	7,076.16	7,287.28	7,478.99	7,687.68	7,879.39	8,105.07	8,313.76	8,546.72	8,806.37	9,051.47			
			Annual	80,575.04	82,584.32	84,913.92	87,447.36	89,747.84	92,252.16	94,552.64	97,260.80	99,765.12	102,560.64	105,676.48	108,617.60			
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5802	FS	Heavy Fire Equip. Oper.	Hourly	38.74	39.70	40.82	42.04	43.15	44.35	45.46	46.76	47.96	49.31	50.81	52.22			
			Biweekly	3,099.04	3,176.32	3,265.92	3,363.36	3,451.84	3,548.16	3,636.64	3,740.80	3,837.12	3,944.64	4,064.48	4,177.60			
			Monthly	6,714.59	6,882.03	7,076.16	7,287.28	7,478.99	7,687.68	7,879.39	8,105.07	8,313.76	8,546.72	8,806.37	9,051.47			
			Annual	80,575.04	82,584.32	84,913.92	87,447.36	89,747.84	92,252.16	94,552.64	97,260.80	99,765.12	102,560.64	105,676.48	108,617.60			
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5825	FS	Fire Pilot	Hourly	38.74	39.70	40.82	42.04	43.15	44.35	45.46	46.76	47.96	49.31	50.81	52.22			
			Biweekly	3,099.04	3,176.32	3,265.92	3,363.36	3,451.84	3,548.16	3,636.64	3,740.80	3,837.12	3,944.64	4,064.48	4,177.60			
			Monthly	6,714.59	6,882.03	7,076.16	7,287.28	7,478.99	7,687.68	7,879.39	8,105.07	8,313.76	8,546.72	8,806.37	9,051.47			
			Annual	80,575.04	82,584.32	84,913.92	87,447.36	89,747.84	92,252.16	94,552.64	97,260.80	99,765.12	102,560.64	105,676.48	108,617.60			
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5828	FS	Lead Fire Pilot	Hourly	44.54	45.95	47.36	48.77	50.18	51.59	53.00	54.41	55.82	57.23	58.64	60.05			
			Biweekly	3,563.20	3,676.00	3,788.80	3,901.60	4,014.40	4,127.20	4,240.00	4,352.80	4,465.60	4,578.40	4,691.20	4,804.00			
			Monthly	7,720.27	7,964.67	8,209.07	8,453.47	8,697.87	8,942.27	9,186.67	9,431.07	9,675.47	9,919.87	10,164.27	10,408.67			
			Annual	92,643.20	95,576.00	98,508.80	101,441.60	104,374.40	107,307.20	110,240.00	113,172.80	116,105.60	119,038.40	121,971.20	124,904.00			
Class Code	Empl Class	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12			
5830	FS	HandCrew FF	Hourly	14.61	15.07	15.53	16.00	16.46	16.91	17.38	17.83	18.30	18.77	19.22	19.69			
			Biweekly	1,168.80	1,205.60	1,242.40	1,280.00	1,316.80	1,352.80	1,390.40	1,426.40	1,464.00	1,501.60	1,537.60	1,575.20			
			Monthly	2,532.40	2,612.13	2,691.87	2,773.33	2,853.07	2,931.07	3,012.53	3,090.53	3,172.00	3,253.47	3,331.47	3,412.93			
			Annual	30,388.80	31,345.60	32,302.40	33,280.00	34,236.80	35,172.80	36,150.40	37,086.40	38,064.00	39,041.60	39,977.60	40,955.20			

**NEW FF UNIT SALARY CLASSIFICATION SALARY TABLE  
EFFECTIVE 11/14/14**

Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12		
FS	5804	FF/Trainee	Hourly	26.67													
			Biweekly	2,133.60													
			Monthly	4,622.80													
			Annual	55,473.60													
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12		
FF	5800	Firefighter	Hourly	21.55	22.21	22.82	23.47	24.09	24.85	25.36	26.04	26.75	27.47	28.23	28.98		
			Staff	30.17	31.09	31.95	32.86	33.73	34.79	35.50	36.46	37.45	38.46	39.52	40.57		
			Biweekly	2,413.60	2,487.52	2,555.84	2,628.64	2,698.08	2,783.20	2,840.32	2,916.48	2,996.00	3,076.64	3,161.76	3,245.76		
			Monthly	5,229.47	5,389.63	5,537.65	5,695.39	5,845.84	6,030.27	6,154.03	6,319.04	6,491.33	6,666.05	6,850.48	7,032.48		
Annual	62,753.60	64,675.52	66,451.84	68,344.64	70,150.08	72,363.20	73,848.32	75,828.48	77,896.00	79,992.64	82,205.76	84,389.76					
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12		
FF	5801	FAE	Hourly	24.32	24.94	25.62	26.34	26.93	27.67	28.46	29.20	30.06	30.81	31.71	32.50		
			Staff	34.05	34.92	35.87	36.88	37.70	38.74	39.84	40.88	42.08	43.13	44.39	45.50		
			Biweekly	2,723.84	2,793.28	2,869.44	2,950.08	3,016.16	3,099.04	3,187.52	3,270.40	3,366.72	3,450.72	3,551.52	3,640.00		
			Monthly	5,901.65	6,052.11	6,217.12	6,391.84	6,535.01	6,714.59	6,906.29	7,085.87	7,294.56	7,476.56	7,694.96	7,886.67		
Annual	70,819.84	72,625.28	74,605.44	76,702.08	78,420.16	80,575.04	82,875.52	85,030.40	87,534.72	89,718.72	92,339.52	94,640.00					
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12		
FF	5803	Fire Captain	Hourly	28.22	28.93	29.74	30.63	31.44	32.31	33.12	34.07	34.95	35.92	37.02	38.05		
			Staff	39.51	40.50	41.64	42.88	44.02	45.23	46.37	47.70	48.93	50.29	51.83	53.27		
			Biweekly	3,160.64	3,240.16	3,330.88	3,430.56	3,521.28	3,618.72	3,709.44	3,815.84	3,914.40	4,023.04	4,146.24	4,261.60		
			Monthly	6,848.05	7,020.35	7,216.91	7,432.88	7,629.44	7,840.56	8,037.12	8,267.65	8,481.20	8,716.59	8,983.52	9,233.47		
Annual	82,176.64	84,244.16	86,602.88	89,194.56	91,553.28	94,086.72	96,445.44	99,211.84	101,774.40	104,599.04	107,802.24	110,801.60					
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12		
FS	5802	Heavy Fire Equip. Oper.	Hourly	39.51	40.50	41.64	42.88	44.02	45.23	46.37	47.70	48.93	50.29	51.83	53.27		
			Biweekly	3,160.64	3,240.16	3,330.88	3,430.56	3,521.28	3,618.72	3,709.44	3,815.84	3,914.40	4,023.04	4,146.24	4,261.60		
			Monthly	6,848.05	7,020.35	7,216.91	7,432.88	7,629.44	7,840.56	8,037.12	8,267.65	8,481.20	8,716.59	8,983.52	9,233.47		
			Annual	82,176.64	84,244.16	86,602.88	89,194.56	91,553.28	94,086.72	96,445.44	99,211.84	101,774.40	104,599.04	107,802.24	110,801.60		
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12		
FS	5825	Fire Pilot	Hourly	39.51	40.50	41.64	42.88	44.02	45.23	46.37	47.70	48.93	50.29	51.83	53.27		
			Biweekly	3,160.64	3,240.16	3,330.88	3,430.56	3,521.28	3,618.72	3,709.44	3,815.84	3,914.40	4,023.04	4,146.24	4,261.60		
			Monthly	6,848.05	7,020.35	7,216.91	7,432.88	7,629.44	7,840.56	8,037.12	8,267.65	8,481.20	8,716.59	8,983.52	9,233.47		
			Annual	82,176.64	84,244.16	86,602.88	89,194.56	91,553.28	94,086.72	96,445.44	99,211.84	101,774.40	104,599.04	107,802.24	110,801.60		
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12		
FS	5828	Lead Fire Pilot	Hourly	45.43	46.87	48.31	49.75	51.18	52.62	54.06	55.50	56.94	58.37	59.81	61.25		
			Biweekly	3,634.40	3,749.60	3,864.80	3,980.00	4,094.40	4,209.60	4,324.80	4,440.00	4,555.20	4,669.60	4,784.80	4,900.00		
			Monthly	7,874.53	8,124.13	8,373.73	8,623.33	8,871.20	9,120.80	9,370.40	9,620.00	9,869.60	10,117.47	10,367.07	10,616.67		
			Annual	94,494.40	97,489.60	100,484.80	103,480.00	106,454.40	109,449.60	112,444.80	115,440.00	118,435.20	121,409.60	124,404.80	127,400.00		
Empl Code	Class Code	Class Title	Type	1	2	3	4	5	6	7	8	9	10	11	12		
FS	5830	HandCrew FF	Hourly	14.90	15.37	15.84	16.32	16.79	17.25	17.73	18.19	18.67	19.15	19.60	20.08		
			Biweekly	1,192.00	1,229.60	1,267.20	1,305.60	1,343.20	1,380.00	1,418.40	1,455.20	1,493.60	1,532.00	1,568.00	1,606.40		
			Monthly	2,582.67	2,664.13	2,745.60	2,828.80	2,910.27	2,990.00	3,073.20	3,152.93	3,236.13	3,319.33	3,397.33	3,480.53		
			Annual	30,992.00	31,969.60	32,947.20	33,945.60	34,923.20	35,880.00	36,878.40	37,835.20	38,833.60	39,832.00	40,768.00	41,766.40		

**APPENDIX D**

HEALTH PLAN AGREEMENT  
by and between  
The Orange County Fire Authority  
and

The Orange County Professional Firefighters Association, Local 3631

IN CONSIDERATION OF the mutual covenants, promises and conditions set forth herein below and pursuant to Article XIII, Section I, of the Parties' 2000-2014 Memorandum of Understanding (MOU), the Orange County Fire Authority ("Authority") and Orange County Professional Firefighters Association, Local 3631 ("OCPFA") agree as follows:

1. The term of this Agreement shall begin on January 1, 2010 and will terminate at 12:00 a.m. on December 31, 2016.
2. Employees' contributions, towards health plan premiums shall be determined by OCPFA, but shall not fall below the percentage of employee contributions in effect in 2008 for Kaiser coverage and Blue Cross coverage. For employees who are on approved Family Leave pursuant to the Parties' MOU and applicable law, the OCPFA shall continue to pay health insurance premiums to the same extent the Authority would be required under applicable law.
3. The Authority shall contribute to an OCPFA medical benefit trust fund the following amounts for provision and administration of health and related benefits:
  - a. The Authority shall contribute toward health benefits (including medical, dental, vision, life and disability insurance benefits) \$1,279 per month effective January 1, 2011 for each actively employed enrollee member of the Firefighter Bargaining Unit, \$1,344 per month effective January 1, 2012 for each actively employed enrollee member of the Firefighter Bargaining Unit, \$1,466 per month effective January 1, 2013 for each actively employed enrollee member of the Firefighter Bargaining Unit, \$1,598 per month effective January 1, 2014 for each actively employed enrollee member of the Firefighter Bargaining Unit, \$1,742 per month effective January 1, 2015 for each actively employed enrollee member of the Firefighter Bargaining Unit and \$1,900 per month effective January 1, 2016 for each actively employed enrollee member of the Firefighter Bargaining Unit, for the term of this agreement.
4. OCPFA shall maintain a medical benefit trust fund for the sole purpose of providing health/dental/disability benefit plans, which may include medical prescriptions, vision care, life and/or disability insurance, ("Health Benefit Plans"), for employees and retirees in the Firefighters' Unit. Said medical benefit trust fund shall be administered by medical benefit trustee(s) designated by OCPFA. Funds in said medical benefit trust shall not be co-mingled with other OCPFA funds. It is intended that the administration of the Health Benefit Plans by the trust fund shall not survive the expiration of this Agreement without mutual written consent of the Parties.
5. - The OCPFA agrees to return to OCFA the amount of \$2,000,000 from the medical benefit trust fund. The return of these funds shall occur in two increments as follows: \$500,000 within 10 days from July 1, 2011, and \$1,500,000 within 10 days from July 1, 2012.
6. Beginning with the calendar year ending December 31, 2009 and every year thereafter, OCPFA shall return any excess fund balance being held in the Trust (excluding the 1% Supplemental Benefit Investment Account) as of December 31 to OCFA. Excess fund balance shall be defined as any amount that exceeds four-times the total insurance premiums minus the employee's share of the premium contribution paid for the month of December (per the OCPFA Premium Accounting for December 1) for the year just ended. Payment by OCPFA to OCFA of the excess fund balance shall occur within 30 days following completion of the annual audit conducted by OCFA's auditors of the OCPFA Medical Benefit Trust.
7. Health Benefit Plans provided through the medical benefit trust fund shall be made available by OCPFA to all employees in the representation unit and retirees of the representation unit on an equal basis regardless of membership status. Employees must sign a written authorization for deductions. Annual predetermined rate increases shall be automatically adjusted with the approval of OCPFA, without a requirement for new payroll deduction forms.

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8. The level of benefits for each type of plan shall be substantially similar to those provided by the Authority for employees not in the Firefighters' Bargaining Unit during the 12 month period immediately preceding this Agreement.
9. Health Benefit Plans must receive prior approval from the Human Resources Director or the Deputy Fire Chief whose approval shall not be unreasonably withheld. Group policies must be designated as such in the California Insurance Code and issuance must be lawful in this state. Retirees, who move out of the group plan area and, therefore, may not be eligible to participate in the group plans, may enroll in a qualified individual plan. Retirees in such individual plans are eligible for retiree medical grant funding under the same conditions as applied to group plan members, provided that they submit a valid proof of payment, i.e. payroll stub showing payroll deduction for insurance or a copy of an insurance invoice accompanied by the paid check used for payment.
10. All costs of providing and administering the Health Benefit Plans shall be the sole responsibility of OCPFA. The Authority shall not be responsible for any cost of providing or administering said plans in excess of the amounts specified in this Agreement. The use of OCFA contributions to cover the administrative costs of the program shall not exceed \$50,000 during calendar year 2009. Each calendar year thereafter, the maximum amount of administrative costs Funded using OCFA contributions will be adjusted by the annual percentage change in the Medical Care Services CPI for all urban consumers as of November for the preceding year (i.e., the 2010 administrative fee will be adjusted by the annual change in CPI between November 2008 and November 2009). Administrative cost are defined as costs incurred as a result of administering said plans exclusive of premium payments The Authority shall continue to take deductions *from* employees' pre-taxed earnings in accordance with Section 125 Plan of the Internal Revenue Code;
11. OCPFA will be responsible for ensuring that best investment practices shall be used in accordance with applicable laws and regulations when investing the Trust's funds.
12. OCPFA will be responsible for all accounting practices relating to the disbursement of all trust funds. Accounting practices will be in accordance with industry standards.
13. Upon completion of the annual audit, OCPFA shall provide the Authority with a copy of the annual audit within 30 days of the report's issuance. The annual audit report shall include actual cost of Health Benefit Plan premiums, total amount of contributed funds spent on all plans, and details of how all remaining contributed funds are spent or administered. As used in this Agreement, remaining contributed funds" means any part of the Authority's contribution that has not been spent on health benefit premiums. All books and records related to the administration and provision of such plans shall be available to audit and/or inspection by the Authority or its agents upon request and a 30-day notice.
14. All regular, full-time, limited-term or part-time (at least twenty (20) hours per week) or probationary employees in classifications represented by OCPFA shall be eligible and offered an opportunity to enroll in the OCPFA plan options. No such employee shall be eligible for Authority-provided Health Benefit Plans.
15. Any employee who retires while in the OCPFA bargaining unit and who is otherwise eligible under the Authority's retiree medical benefit plan shall have coverage available from the OCPFA Health Benefit Plan. No such employee shall be eligible for Authority-provided Health Benefit Plans.

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16. OCPFA shall have an open enrollment at least once a year.
  17. The waiting period for Health Benefit Plan coverage of new employees *may* not exceed sixty (60) days.
  18. OCPFA *may* not terminate its Health Benefit Plans during the term of this Agreement. If OCPFA or health provider terminates Health Benefit Plan coverage, the Authority will terminate its contribution for the medical benefit trust fund 30 days prior to plan termination unless OCPFA provides a suitable replacement plan approved by the Human Resources Director or the Deputy Fire Chief whose approval shall not be unreasonably withheld.
  19. Employees eligible for coverage under an OCPFA plan as a result of change of Authority representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves and their enrolled dependents. Employees eligible for coverage under an Authority health plan as a result of change of Authority representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves and their enrolled dependents.
  20. In the administration and provision of health care plans, OCPFA shall comply with COBRA, HIPAA and all other applicable state and federal laws and regulations to the same extent the Authority would be required to comply.
  21. OCPFA shall comply with all laws applicable to health and welfare benefit, and/or medical or similar benefit, trust funds and the administration and management thereof.
  22. Any dividends paid, premiums refunded or other rebates or refunds made under *any* plan or policy shall be the property of the Authority; provided, however, that said funds will be transmitted to the OCPFA medical benefit trust fund for medical benefit trust fund purposes.
  23. OCPFA shall take all steps necessary to ensure the confidentiality of Health Benefit Plan user information.
  24. Plan eligibility shall terminate at the end of the calendar month in which *any* of the following occur:
    - a. Employee terminates. However, this will not interfere with a former employee's right to continue insurance coverage at his/her option as provided for under law.
    - b. Change of representation unit.
    - c. Disenrollment of a dependent (for the dependent).
  25. The provisions of the Agreement shall not be subject to the grievance and arbitration provisions of the Parties' separate Memorandum of Understanding.
  26. Upon expiration or breach of this Agreement, the Authority shall have the right to unilaterally change the plans or assume or assign administration of the plans without meeting and conferring with OCPFA; provided however, that in the event that the Authority makes such a change, benefits provided under new plan(s) shall be substantially similar to the benefits provided under the existing plan(s).

27. OCPFA shall defend, indemnify and hold the Authority harmless from any claims or legal action arising out of, or in any way related to, Health Benefit Plans administered and/or provided pursuant to this Agreement. This obligation shall not arise with respect to any claim or legal action brought by OCPFA or employees concerning coverage overlap between the respective Authority and OCPFA plans.

28. This Agreement is the entire, integrated agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements and discussions. The Parties also agree that no modification of this Agreement shall be valid unless it is in writing and signed by all of the Parties to this Agreement.

29. This Agreement shall not be construed in favor or against any party, regardless of which party drafted or participated in the drafting of its terms.

**ORANGE COUNTY FIRE AUTHORITY**

By: Keith Richter  
Keith Richter, Fire Chief  
OCFA

Date: 5/16/11

**APPROVED AS TO FORM:  
TERRY C. ANDRUS  
GENERAL COUNSEL**

Terry C. Andrus

Date: 5/18/11

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION, LOCAL  
3631**

By: Joe Kerr  
Joe Kerr, President  
OCPFA

By: David Rose  
David Rose, Director  
OCPFA

Date: 4/20/11

## APPENDIX E

**OCPFA SUPPLEMENTAL RETIREE MEDICAL PLAN AGREEMENT  
BETWEEN  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631  
AND  
ORANGE COUNTY FIRE AUTHORITY  
TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH JUNE 30, 2012  
PAGE 1 OF 2**

In consideration of the mutual covenants, promises, and conditions set forth hereinafter and pursuant to Article XXV of the 2007-2012 Memorandum of Understanding between the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) and the Orange County Fire Authority (OCFA), the parties agree as follows:

1. Upon presentation to the OCFA by the OCPFA of a written plan document consistent with the terms of this Agreement, the OCFA will deduct from all regular, limited-term, part-time (at least twenty [20] hours per week), and probationary employees one (1) percent of their base salary to be deposited into an OCPFA Supplemental Retiree Medical Plan (Plan) trust fund which will serve as a supplement to the OCFA's Retiree Medical Insurance Grant Program. The trust will be identified as the OCPFA Supplemental Retiree Medical Plan and will be separate and apart from the OCFA's Retiree Medical Insurance Grant Program and will be for the sole purpose set forth in paragraphs 2. and 3.
2. The OCPFA will provide a Plan benefit for: (a) all members of the Firefighters Unit and, (b) all members leaving the Firefighter Unit who remains employed elsewhere by the OCFA and who sign authorization statements permitting deductions of one percent (1%) of their base salary to be used for that purpose. Members of the Firefighter Unit consist of employees in those positions set forth in Appendix A of the Memorandum of Understanding (MOU) and any position subsequently added to the Firefighter Unit by action of the OCFA Board of Directors.
3. The Plan shall be used solely for the purpose of reducing the cost of OCPFA provided health insurance to members of the Firefighter Unit who retire on or after April 1, 2002.
4. The Plan, the amount of the benefit provided thereunder, and all costs of providing and administering such Plan shall be the sole responsibility of the OCPFA. Except for the obligation to transmit funds to the Plan trust, the OCFA shall not be responsible for any other matter related to the Plan including any cost of providing or administering said Plan. In the administration of this Plan, the OCPFA shall be responsible for coordinating the benefit provided herein with the Orange County Employees Retirement System to ensure that the benefit is not paid in cash to the retiree.
5. The OCPFA shall provide the OCFA with a copy of an annual audit of administering the Plan. The annual audit report shall include actual cost of the Plan, expenditures, and details of how all funds are administered. All books and records related to the administration and provision of such Plan shall be available for audit and/or inspection by the OCFA or its agents upon request and a thirty- (30) day notice.
6. The OCPFA represents that it is or has created an Internal Revenue Code Section 501(c)(5) and/or (9) entity, and that it has created a Voluntary Employees Beneficiary Association within the meaning of the Internal Revenue Code such that the one (1) percent of base salary may be treated as non-taxable compensation. In entering this Agreement, the OCFA is relying on said representation and on the OCPFA's compliance with all laws and regulations relating to the provision of the benefits provided herein on a pre-tax basis.
7. The OCPFA shall defend, indemnify, and hold the OCFA harmless from any claims, costs, or legal action arising out of or in any way related to the Plan administered and/or provided pursuant to this Agreement. The OCFA shall have the right to select counsel for any defense hereunder. Claims, costs, or legal action shall include, but not be limited to, fees, penalties, and damages claimed by employees, retirees, or government agencies.

OCFA 

OCFA 

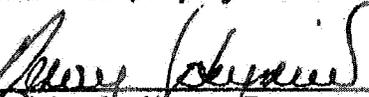
**OCPFA SUPPLEMENTAL RETIREE MEDICAL PLAN AGREEMENT  
PAGE 2 OF 2**

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8. Any dividends paid, premiums refunded, or other rebates or refunds made under any plan or policy shall be the property of the OCFA; provided, however, that said funds will be transmitted to the OCPFA for the Plan trust fund purposes.
9. The provisions of this Agreement shall not be subject to the grievance and arbitration provisions of the parties' separate MOU.
10. The one (1) percent of base salary used to fund the benefit herein shall be considered as part of the base salary for purposes of determining "Total Compensation" pursuant to Article XXIX of the MOU.
11. This Agreement shall terminate upon the occurrence of any of the following events: (a) written request by the OCPFA, (b) dissolution of the trust fund, or (c) cessation of trust fund benefits.
12. This Agreement is the entire, integrated agreement with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. The parties also agree that no modification of this Agreement shall be valid unless it is in writing and signed by all of the parties to this Agreement.
13. This Agreement shall not be construed in favor or against any party regardless of which party drafted or participated in the drafting of its terms.

**ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Patrick L. Walker, Deputy Fire Chief

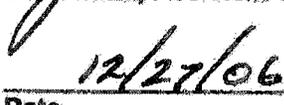
  
\_\_\_\_\_  
Zenovy Jakymiw, Human Resources Director

  
\_\_\_\_\_  
Date

**ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION,  
IAFF LOCAL 3631**

  
\_\_\_\_\_  
Dan S. Young, Chief Negotiator

  
\_\_\_\_\_  
John Latta, Assistant Chief Negotiator

  
\_\_\_\_\_  
Date

**DISCUSSION CALENDAR – SUPPLEMENTAL AGENDA ITEM NO. 9**  
**BOARD OF DIRECTORS MEETING**  
**October 23, 2014**

TO: Board of Directors, Orange County Fire Authority

FROM: Lori Zeller, Assistant Chief  
Business Services Department

SUBJECT: **County 911 Emergency Ambulance Contracts - RFP Evaluations**

Summary:

This item is submitted per request by Director Spitzer for OCFA staff to perform a complete analysis of the County's Request for Proposals (RFP) evaluation process and final recommendations awarding the emergency ambulance contracts for the five regional exclusive operating areas (EOAs).

Recommended Action:

Provide direction to staff, considering the following options:

- Option One. Direct OCFA staff to perform a complete analysis of the County's RFP evaluations for the five regional EOAs and weigh in on the recommendations made for the proposed contract awards in each region. Authorize staff to issue a \$25,000 purchase order to consultant Darlene Gidley in order to augment staffs' capacity to perform the review in the required time frame.
- Option Two. Direct OCFA staff to prepare a list of questions that County staff and/or the Board of Supervisors may consider as they review the recommendations before them for proposed contract awards in each region.
- Option Three. Recommend that the County engage a third party consultant (not OCFA staff) to perform a complete analysis of the County's RFP evaluation process for the five regional EOAs.
- Option Four. Take no action. Allow the County procurement process to hear the protest and render a decision.

Background:

At the October 16, 2014, Executive Committee meeting, Director Spitzer requested that OCFA staff perform a complete analysis of the County's RFP evaluations for the five regional exclusive operating areas (EOAs) and weigh in on the recommendations made for the proposed contract awards in each region. He further indicated his desire to have OCFA staff indicate whether we believe the County followed the process correctly, as defined in the RFP. Director Spitzer explained that OCFA would have a significant role in working with the contracted ambulance providers in the future and, therefore, he believed OCFA should be providing input to the proposal evaluation process. General Counsel indicated that, since this matter was not included on the agenda for the Executive Committee, staff would need to schedule the topic for discussion on a future Board agenda prior to taking any formal action.

***County 911 Emergency Ambulance Contract RFP Process***

The County's RFP for emergency ambulance transportation services was released on April 25, 2014, with proposals due back no later than 4:00 PM on May 23, 2014. During the period from May 26 through October 8, 2014, the evaluation panels (one panel of 4 evaluators per EOA) reviewed the proposals submitted and made recommendations on the primary and secondary providers to serve each EOA. On October 9, 2014, the providers were informed of the results.

As of the writing of this staff report, three ambulance providers have submitted initial protest letters (Attachment 1 - Doctors Ambulance Service; Attachment 2 - AmeriCare Ambulance; and Attachment 3 - McCormick's Ambulance). The protest letters focus on three main areas:

- The evaluation criteria used by the proposal evaluators varied from the evaluation criteria outlined in the RFP.
- The composition of the evaluation panel differed than what was outlined in the RFP.
  - There was also a concern that some of the evaluation panel members may have had a bias against certain ambulance providers.
- The protest deadline was unreasonable. Any protests were due within five days of notification, but some of the requested records pertaining to the RFP process would not be available from the County for ten days.

The City Manager from the City of Laguna Hills has requested an independent review of the evaluation process and results (Attachment 4). OCFA staff understands that additional letters are forthcoming from ambulance providers and cities, but were not available to include as part of this report.

***OCFA's Role in the RFP Process***

OCFA staff has been informed by OCEMS that, as a result of the Butte Decision, OCFA may no longer conduct the RFP process on behalf of the County. However, OCFA has remained actively involved on behalf of our cities by providing input into the process. Significant activities have included:

- Providing OCEMS staff with OCFA's draft versions of the Phase 1 and 2 Request for Proposals that were in the process of being sent to the State EMSA for final approval
- Facilitating early City Manager input to the RFP and contract-form
- Assistance in gaining State support for an extension
- Providing letters of recommendation to existing 911 ambulance providers
- Serving as technical resources to OCEMS staff in explaining the operational requirements included in the draft RFP submitted by OCFA

Based on the input we have provided and our significant working relationship with the ambulance providers, OCFA staff believes that we should not be considered independent of the County's RFP process. In addition, we have provided letters of recommendation for some, but not all, of the ambulance providers participating in the RFP process. During the question and answer period of the RFP, the County stated that if a city (or OCFA) provided a letter of reference for a provider, that city (or OCFA) could not participate on an evaluation panel.

***Discussions with HCA Procurement***

On October 20, 2014, OCFA staff conducted a conference call with HCA Contract Services staff regarding the protest process. They stated that the providers were initially given five business days to submit letters of protest. Based on the number of Public Record Act (PRA) requests that were received from the ambulance providers, the County extended the protest letter and addendum deadline for those ambulance providers that submitted PRA's to October 24, 2014, (five business days after proposal and scoring documents were made available to the PRA requestors). The County Purchasing Agent (CPA) has five business days to render a decision. Based on the review performed by the CPA, and consistent with the County Procurement Policy, the CPA forward the protest to the Procurement Appeals Board, an independent review board convened by the CPA for the sole purpose of hearing vendor protests that have not been resolved at the agency/department level. In the event the protest(s) are denied, providers may file a lawsuit. OCFA staff has scheduled a conference call with HCA staff and legal counsel for October 21, and will provide a verbal update to the OCFA Board of Directors at its October 23 meeting.

***Options for OCFA Board Consideration***

Staff is presenting the following four options for the Board to consider:

- Option One. Direct OCFA staff to perform a complete analysis of the County's RFP evaluations for the five regional EOAs and weigh in on the recommendations made for the proposed contract awards in each region. Authorize staff to issue a \$25,000 purchase order to consultant Darlene Gidley in order to augment staffs' capacity to perform the review in the required time frame.
- Option Two. Direct OCFA staff to prepare a list of questions that County staff and/or the Board of Supervisors may consider as they review the recommendations before them for proposed contract awards in each region.
- Option Three. Recommend that the County engage a third party consultant (not OCFA staff) to perform a complete analysis of the County's RFP evaluation process for the five regional EOAs.
- Option Four. Take no action. Allow the County procurement process to hear the protest and render a decision.

Staff is recommending that the Board of Directors recommend that the County engage an independent consultant to perform a complete analysis of the County's RFP evaluation process for the five regional EOAs (Option Three).

**Impact to Cities/County:**

As stated in the staff report, OCFA has received one letter requesting the independent review of the evaluation process and recommendations from Laguna Hills and anticipates more during the week.

Fiscal Impact:

If option one is selected, a \$25,000 increase in budgeted expenditures would be necessary to fund a purchase order for Darlene Gidley in order to perform the independent review.

Staff Contacts for Further Information:

Lori Zeller, Assistant Chief/Business Services Department  
[lorizeller@ocfa.org](mailto:lorizeller@ocfa.org)  
(714) 573-6020

Jim Ruane, Finance Manager/Auditor  
Business Services Department  
[jimruane@ocfa.org](mailto:jimruane@ocfa.org)  
(714) 573-6304

Attachments:

1. Doctors Ambulance Service initial protest letter and addendum
2. AmeriCare Ambulance initial protest letter and addendum
3. McCormick initial protest letter
4. Letter from the City of Laguna Hills requesting an independent review of the 911 ambulance evaluation process and recommendations



**Doctor's Ambulance Service**  
**23091 Tera Drive, Laguna Hills, CA 92563**

**VIA HAND-DELIVERY,  
 FACSIMILE 714.834.4450  
 AND EMAIL [skim@ochca.com](mailto:skim@ochca.com)**

October 15, 2014

Interim Division Manager  
 Health Care Agency  
 Contract Development and Management  
 County of Orange  
 405 W. 5<sup>th</sup> Street, Suite 600  
 Santa Ana, CA 92701-4637

Susie Kim  
 Division Manager Contract Services  
 Health Care Agency  
 Contract Development and Management  
 County of Orange  
 405 W. 5<sup>th</sup> Street, Suite 600  
 Santa Ana, CA 92701-4637

**Re: Protests Relating to Request for Proposals for 9-1-1 Emergency Ambulance  
 Transportation Services Request for Proposals (Solicitation ID # OC2014-01)  
 Region C and Region D**

Dear Interim Division Manager and Ms. Kim:

Herren Enterprises, Inc. d/b/a Doctor's Ambulance Service ("Doctor's") is in receipt of the Health Care Agency's notices dated October 9, 2014 that Doctor's was not recommended by the evaluators for the selection as the provider for Region C and Region D. Doctor's respectfully protests the Notices of Intent to award the RFP to Care Ambulance for Region C and Region D based on the grounds set forth herein.

## **I. INTRODUCTION**

Doctor's has provided the people of the County of Orange with superior emergency medical services ("EMS") for over 40 years. Doctor's' years of experience in the local market make us best positioned to understand the community, traffic patterns, health facility operations, unique geography and other factors that drive response time compliance and quality for the County's EMS system. We respectfully submit that the evaluators failed to properly evaluate proposals based on the RFP rules. Our specific objections to the recommendation and the process used to reach it are detailed below.

## **II. THE EVALUATORS DISREGARDED THE EXPLICIT RFP RULES FOR SCORING**

California cases have uniformly required that public agencies must follow the terms of their RFPs. *Schram Construction, Inc., v. The Regents of University of California et al.* (2010) 187 Cal. App. 4th 1040, citing *Pozar v. Department of Transportation* (1983) 145 Cal. App. 3d 269. A public agency must comply with the requirement in its bid solicitation concerning how a bid amount is to be calculated. *Id.* Further, public agencies must notify prospective bidders of all criteria it will consider in evaluating bids. *Id.* RFPs should "clearly provide potential bidders with notice about the conditions under which a bid will be selected." *Konica Business Machines U.S.A. v. Regents of the Univ. of Cal.* (1988), 253 Cal.Rptr. 591

The RFP explicitly listed seven (7) categories in which evaluators would score proposers. The first two categories were scored pass/fail and the next five categories were scored with different amounts of

possible points per category with all five categories totaling 100 possible points. Specifically, the categories and their possible points were set forth in the RFP as:

Category Title	Total Weight
Credentials and Qualifications	Pass/Fail
Core Requirements – Inspection	Pass/Fail
Functional Responsibility	5%
Clinical & Personnel	25%
Operations	40%
Management	20%
EMS System & Community	10%
<b>Total</b>	<b>100%</b>

POINTS POSSIBLE PER CATEGORY					
Rating	Poor	Adequate	Good	Very Good	Excellent
Functional Responsibility	0	1.25	2.50	3.75	5
Clinical & Personnel	0	6.25	12.50	18.75	25
Operations	0	10	20	30	40
Management	0	5	10	15	20
EMS System & Community	0	2.5	5	7.5	10

See, RFP at Section I.F., pp.13-14, excerpt attached as Exhibit 1. The RFP states that “[p]er EMSA direction and OCEMS requirements, selection of a Proposer for each EOA *will be* based solely on the highest proposal score as determined by the evaluation committee. The total number of points earned will be tallied for each Proposal, and the proposals will be ranked in order of the highest to lowest scores.” (emphasis added). Thus, the manner in which points were awarded, allocated and tabulated by the evaluators determined which proposers were successful and which ones were not.

Yet, the evaluators did not score proposers based on these very clear scoring categories and rules in the RFP. Instead, the evaluators scored proposers using 12 categories – some of which were entirely different and some of which were deviations. Specifically, the actual scoring sheets identified the scoring categories as:

PART 3 - EOA REGION C	
Summary of Scores	Points Possible
Section A - Experience and Qualifications	5
Section B - Functional Responsibility	5
Section C - Medical Administration	10
Section D - Clinical Levels/Staffing Req	2.5
Section E - Training	2.5
Section F - Operations	25
Section G - Emergency Response Communication Systems	5
Section H - Facilities, Supplies, and Equipment	5
Section I - Personnel	15
Section J - Data Management	10
Section K - EMS System/Comm Commitment	10
Section L - Administrative Provisions	5
<b>Total Score</b>	<b>100</b>

See, Scoring Sheets, County of Orange Memorandum, dated October 9, 2014, attached as Exhibit 2. It is easy to see that the actual scoring sheets are very different than the RFP categories. There are 6 categories on the actual scoring sheets that were not listed in the RFP rules on scoring:

- Section C – Medical Administration (10 points)
- Section E – Training (2.5 points)
- Section G – Emergency Response Communication Systems (5 points)
- Section H – Facilities, Supplies and Equipment (5 points)
- Section J – Data Management (10 points)
- Section L – Administrative Provisions (5 points)

These categories – which proposers did not know were going to be scored nor did proposers know the specific weighting of points – represent a staggering 37.5 points or 37.5% of the points available on the actual scoring sheets.

Additionally, all categories on the actual scoring sheets were scored by the evaluators with points while two original categories in the RFP were scheduled to be Pass/Fail. Contrary to the RFP, the Pass/Fail category “Credentials and Qualifications” appears to be scored with a maximum of 5 points and the Pass/Fail category of “Core Requirements – Inspection” is omitted altogether by evaluators. See generally, Exhibit 2. This omission presents the unfortunate situation of the public left wondering whether a winning proposer passed or failed the core requirements of the RFP. Other evaluator deviations from the express rules in the RFP to the actual scoring sheets include:

- The Operations category in the RFP has 40 possible points but the actual scoring sheets reduce the maximum possible points to 25;
- The Clinical category in the RFP has 25 possible points but the actual scoring sheets reduce the maximum possible points to 2.5;
- The Management category in the RFP has 20 possible points but the actual scoring sheets omit the Management category altogether;

One of the key elements of a fair and effective public procurement process is sufficient information in the procurement documents such that the proposers can tailor their proposals to meet the criteria identified by the awarding agency. The most effective way for a proposer to discern what is “important” is by the points given to each category or service requested. The criteria on which the public agency places a high value have more points and those with less impact have lower points assigned. Here, the proposers were unable to so tailor their proposals due to the wholesale changes in the scoring criteria after the bids were submitted. The following example illustrates the problem. Assume that a proposer chose to allocate a disproportional share of its proposal to Operations based on the 40% weighting of that category in the RFP. When the points assigned to that category changed to 25%, the proposer’s bid may have devoted insufficient resources to other categories that now had a higher weighting. This is especially unfair given that the RFP requires that the County award the contract to the proposer with the highest point score. If unsuccessful bidders had known of the changes to the evaluation process, they likely would have revised their proposals and bidding strategy.

From the illustration above, it is clear that the evaluation panels which determined the successful proposers used an entirely different set of qualitative criteria, with different quantitative weightings, than the criteria and weightings the proposers were told to address and expect in the RFP. Respectfully, the proposers prepared for one test but were graded on another test altogether.

In light of the importance of the point allocation, the evaluators should have taken pains to assure that the points were awarded in a uniform and evenhanded manner, consistent with the methodology dictated by the RFP. Instead, however, the evaluators inexplicably invalidated the process by changing the categories in which the proposers were evaluated and the weightings given to the points awarded in those categories. The evaluators also eliminated the Pass/Fail grading categories which the RFP required.

Given the material changes to scoring criteria, the County must now reject all proposals and issue a new RFP to ensure a competitive and fair process.

### **III. THE EVALUATORS VIOLATED THE CALIFORNIA EMS ACT REQUIREMENT FOR A FAIR AND COMPETITIVE PROCESS**

The California EMS Act requires a fair and competitive process. *See* Health & Safety Code Section 1797.200 *et seq.* The State EMS Agency reviews each proposed RFP to ensure that the RFP is designed to be fair and competitive, including an evaluation of the scoring criteria used to award the RFP. These requirements are designed to ensure the best proposer is selected as ultimately public health, safety and welfare are at stake with this critical public safety service. Because the evaluators materially deviated from the scoring criteria that had been approved by the State EMS Agency, they violated the California EMS Act. Given this, the County must now reject all proposals and issue a new RFP to ensure a competitive and fair process.

### **IV. THE FAILURE TO RELEASE ALL PUBLIC RECORDS BEFORE THE PROTEST DEADLINE INHIBITS A PROPOSER'S ABILITY TO PROTEST**

Respectfully, we protest the timing elements of the protest process based on the County's issuance of the Notice of Intent. *See* Notices of Non-Selection from Susie Kim, dated October 9, 2014, attached as Exhibit 3. First, we believe the County's RFP process with a protest deadline of five (5) days, while not illegal, certainly undermines the RFP process by making it next to impossible for a proposer to file a protest.

Second, the County has not afforded the proposers due process because public records have not yet been released. There may be additional public records which provide other protest grounds or supplement the grounds set forth above. In light of the foregoing, we reserve the right to supplement this bid protest upon release by the County of records through our Public Records Request, even though that will not occur until after the deadline for submission of protests has passed.

### **V. CONCLUSION**

As set forth above, we strongly believe the RFP process disregarded its own rules and violated the California EMS Act. Respectfully, we request that the awards be thrown out and the RFP process starts over. To assure that the Board of Supervisors is appropriately informed regarding the issues raised in this protest, we request that a copy be provided to each Board member. We would be pleased to meet with you to discuss in person the issues raised above. If you would like to do so or have any questions, please do not hesitate to contact me at 949-583-2235. We request that your written decision on our protest of the recommendation for Region C and Region D be transmitted to us by e-mail and overnight mail at the addresses set forth below with a copy to our counsel, Joel Kuperberg, Esq. (Rutan & Tucker, LLP, 611 Anton Boulevard, 14th Floor, Costa Mesa, CA 92626, (714) 662-4608, [jkuperberg@rutan.com](mailto:jkuperberg@rutan.com)).

Respectfully submitted,

**HERREN ENTERPRISES, INC.  
DBA DOCTOR'S AMBULANCE SERVICE**



Michael Herren  
Senior Vice President  
23091 Tera Drive  
Laguna Hills, CA 92563  
949-583-2235  
[mherren@doctorsambulance.com](mailto:mherren@doctorsambulance.com)

Enc: Exhibit 1 – RFP Excerpt  
Exhibit 2 – Health Care Agency Memorandum, dated October 9, 2014  
Exhibit 3 – Notices of Non-Selection Region C and Region D, dated October 9, 2014

Cc: Daniel Smiley, California EMS Agency  
County Counsel, County of Orange  
Joel D. Kuperberg, Esq.  
Shoreline Ambulance  
Care Ambulance  
Emergency Ambulance  
Lynch Ambulance  
Americare Ambulance  
Westmed Ambulance  
McCormick Ambulance

**EXHIBIT 1**

**INTRODUCTION****SECTION I****E. CONTRACT TERM**

The County intends to contract with one (1) ambulance service provider for each of five (5) designated EOAs to provide the subject services. The term of the agreement resulting from this solicitation is five (5) years in duration.

**F. EVALUATION OF PROPOSALS AND SELECTION OF PROVIDERS**

Proposals will be evaluated on the basis of the response to all requirements in this solicitation. Each proposal should be complete and present a thorough understanding of the needs of the County with respect to its desire to provide the subject services. The successful Proposer must demonstrate in its proposal:

1. Delivery of compassionate, timely, professional, safe, and efficient out-of-hospital medical care.
2. Continuous effort to detect and correct service level performance deficiencies, as determined by OCEMS, and to continuously upgrade the performance and reliability of the EMS system within its designated EOA.
3. Reliable clinical and response time performance, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, proper management oversight, employee training, continuing education, and prompt and definitive service level corrective actions plans.

The adequacy and experience of the Proposer's key personnel is critical to the success of the program. HCA will closely evaluate the personnel assigned to the program and may check the references provided by the Proposer for the purpose of validating claims made in each proposal.

An evaluation committee pool will be established consisting of ten to fifteen members of the community having direct medical and emergency transport job knowledge and expertise of the services described in this solicitation. Three to five members of the pool may be selected for placement onto each of five individual panels for the five RFP identified EOAs and be subject to HCA Procurement guidelines, which includes, but is not limited to a review of job knowledge expertise, and an attestation from the panel member that they have no financial or other conflict of interest with any of the responsive proposers. Each EOA will have a separate panel. The following categories may be utilized to compile an evaluation committee:

<b>Category</b>	<b>Job Experience</b>
City Representative	EMS system experience
County Representative	Non-OCEMS County EMS
Hospital Representative	Orange County preferred
Physician/Nurse	Emergency Receiving & Specialty Center experience preferred
First Responder	Public Safety, First Responder, EMS Educator

**INTRODUCTION****SECTION I**

Preferred professional expertise qualifications include, but are not limited to:

- Registered Nurse (RN) qualified by EMS experience as Mobile Intensive Care Nurse; Critical Care Transporter; Base Hospital Coordinator, &/or within an Emergency Department/Hospital; Local EMS Agency
- Medical Doctors (MD) qualified by EMS experience as ED Physicians/Medical Director; Transporters; Base Hospital MD/Medical Director
- Physician Assistant (PA); Nurse Practitioners (NP) active in emergency medicine environment
- Active Paramedic accredited in Orange County or similar jurisdiction; Emergency Medical Technician qualified by EMS experience within ambulance transport operations
- Emergency Manager; First Responder; Public Safety Officer with working knowledge of disaster and local transportation system
- EMS Educators with working knowledge of disaster and local transportation system in Orange County or similar jurisdiction

The evaluation will consist of a thorough review of the Proposers' proposals and may include interviews and/or site visits with the Proposers. The evaluation panel may request a Proposer to provide additional information or documentation regarding its proposal, and such requests must be fulfilled by the Proposer or its proposal will be rejected.

As part of the evaluation process, the evaluation panel has the right to conduct a review and audit all business records and related documents of any and all Proposers (including an affiliated or parent company) to: 1) determine the Proposer's financial stability; and, 2) assess the adequacy, fairness, and reasonableness of the proposal. HCA also has the right to contact any and all Proposer references.

Responsive proposals shall be evaluated using the following criteria:

Category Title	Total Weight
Credentials and Qualifications	Pass/Fail
Core Requirements – Inspection	Pass/Fail
Functional Responsibility	5%
Clinical & Personnel	25%
Operations	40%
Management	20%
EMS System & Community	10%
<b>Total</b>	<b>100%</b>

EVALUATOR RATING CRITERIA					
Rating	Poor	Adequate	Good	Very Good	Excellent
Percentage of total points for category	0%	25%	50%	75%	100%

**INTRODUCTION****SECTION I**

POINTS POSSIBLE PER CATEGORY					
Rating	Poor	Adequate	Good	Very Good	Excellent
Functional Responsibility	0	1.25	2.50	3.75	5
Clinical & Personnel	0	6.25	12.50	18.75	25
Operations	0	10	20	30	40
Management	0	5	10	15	20
EMS System & Community	0	2.5	5	7.5	10

Per EMSA direction and OCEMS requirements, selection of a Proposer for each EOA will be based solely on the highest proposal score as determined by the evaluation committee. The total number of points earned will be tallied for each Proposal, and the proposals will be ranked in order of the highest to lowest scores. The highest ranked proposal shall be considered the primary contract award and the next highest ranked proposal shall be the "alternate". Following the review of proposals by the evaluation committee, the HCA Director or his designee, with concurrence of the OCEMS Medical Director, will approve a recommendation regarding the selection of a Proposer for each EOA.

Upon selection of a Proposer for each EOA and prior to the filing of an Agenda Staff Report for award of contract, HCA will issue a "Notice of Intent to Award Contract" for each EOA to all participating Proposers and submit copies of such notices to the Clerk of the Board of Supervisors. Award of a contract will not be effective unless and until it is authorized by the County's Board of Supervisors.

If a Proposer is selected to provide services in multiple EOA regions and during contract negotiations the selected Proposer is not capable of providing services in a proposed EOA, HCA in its sole and absolute and unfettered discretion has the right to negotiate and award a contract to the next highest scoring Proposer in proposed EOA, who HCA has determined to be willing and capable of providing services for the affected EOA.

HCA expressly reserves the right to negotiate contract terms with a selected Proposer prior to award, and reserves the right to award a contract on the basis of the proposal submitted without further discussions. Therefore, each proposal should contain the Proposer's best terms from a programmatic standpoint.

**G. COUNTY'S AUTHORITY**

Nothing in this RFP limits the authority of the County or HCA to:

- Modify this solicitation.
- Cancel this solicitation at any time, in whole or in part prior to award.
- Accept any proposal as offered.
- Reject any or all proposals.

**INTRODUCTION****SECTION I**

- Disqualify a Proposer, or terminate a contract, for false information submitted in response to this solicitation.
- Waive any procedural irregularity, immaterial defect, or other impropriety deemed reasonably correctable or not warranting rejection of the proposal.
- Allow for the correction of irregularities or immaterial defects in proposals.
- Request additional documentation and/or information to further determine a Proposer's financial/organizational stability.

**H. PROTEST PROCESS**

In accordance with County Contract Policy Manual section 1.3-101, any Proposer or prospective Proposer who alleges an error or impropriety in this solicitation or in the award of a contract may submit a grievance or protest.

**Protest of Bid/Proposal Specifications**

All protests related to a bid or proposal specifications must be submitted to HCA Contract Development and Management no later than five (5) business days prior to the Proposal Submission Deadline. Protests received after the five (5) business day deadline will not be considered. In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, it must still submit a proposal prior to the close of the solicitation in accordance with the proposal submittal procedures provided in this solicitation.

**Protest of Award of Contract**

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the "Notice of Intent to Award Contract" is issued by HCA. Protests relating to a proposed contract award that are received after the five (5) business day deadline will not be considered.

**Procedure**

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated below. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the protester.
2. The signature of the protester or the protester's authorized representative.
3. The name of the solicitation or number of the RFP.
4. A detailed statement of the legal and/or factual grounds for the protest.
5. The form of relief requested.

Written protests must be sent to:

County of Orange/Health Care Agency  
Contract Development and Management  
405 W. 5th Street, Suite 600  
Santa Ana, CA 92701-4637  
Attn: Interim Division Manager  
FAX: (714) 834-4450

**INTRODUCTION****SECTION I**

HCA shall not proceed with the solicitation or award of the contract until the County Purchasing Agent or the Procurement Appeals Board renders a final decision on a timely protest, unless HCA provides written justification to be included in the procurement file that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protester's right to the protest procedures outlined herein.

Upon receipt of a timely protest, HCA will forward the protest to the County Purchasing Agent. Within five (5) business days of receipt of the protest, the County Purchasing Agent will review all materials in connection with the protest, assess the merits of the protest, and provide a written determination that shall contain his decision on whether the protest shall be forwarded to the Procurement Appeals Board as described in Section 1.4 of the Contract Policy Manual. A written decision shall be issued stating the reasons for the actions taken.

The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision. Should the County Purchasing Agent decide the protest should be forwarded to the Procurement Appeals Board, the protest shall be heard by the Procurement Appeals Board as provided in section 1.4 of the County Contract Policy Manual.

**I. TIMELINE**

Timeline dates are approximations only, and do not constitute any commitment or guarantee by the County.

<b>Activity</b>	<b>Day</b>	<b>Date</b>
RFP Issued	Monday	May 19, 2014
Pre-Proposal Conference	Wednesday	June 18, 2014
Proposals Submission Deadline	Monday	July 14, 2014
Proposal Pre-qualification; evaluation; commence/Contract Award		July 15, 2014 - January 13, 2015
Services Commence	Monday	March 2, 2015

**J. CONFIDENTIALITY**

As provided in County Contract Policy Manual section 4.2-109, proposals are not to be marked as confidential or proprietary. Proposals submitted in response to this solicitation are subject to public disclosure as permitted by the California Public Records Act. The contents of all proposals, draft proposals, correspondence, agenda, memorandum, working papers, or any other medium which discloses any aspect of the proposal shall be held in the confidence until the issuance of the Notice of Intent to Award. Additionally, all proposals shall become the property of the County. The County reserves the right to make use of any information or ideas in the proposals submitted.

Regardless of any identification otherwise, including marking some or all pages as "confidential" or "proprietary", information in proposals shall become a part of the public record and subject to

**EXHIBIT 2**



*Excellence  
Integrity  
Service*

## COUNTY OF ORANGE HEALTH CARE AGENCY

### OFFICE OF THE DIRECTOR

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405 W. 5<sup>TH</sup> STREET, 7<sup>TH</sup> FLOOR  
SANTA ANA, CA 92701  
FAX: (714) 834-5506

October 9, 2014

**TO:** Chairman Shawn Nelson, Supervisor, 4<sup>th</sup> District  
Vice Chair Patricia C. Bates, Supervisor, 5<sup>th</sup> District  
Supervisor Janet Nguyen, 1<sup>st</sup> District  
Supervisor John M. W. Moorlach, 2<sup>nd</sup> District  
Supervisor Todd Spitzer, 3<sup>rd</sup> District

**SUBJECT: 9-1-1 Emergency Ambulance Transportation Services RFP Update**

On February 3, 2014, the California Emergency Medical Services Authority (EMSA) notified the Orange County Emergency Medical Services (OCEMS) of its requirement to conduct the Request for Proposals (RFP) for 9-1-1 Emergency Ambulance Transportation Services and to provide contract monitoring for services covering 19 cities with expiring contracts, and adjoining unincorporated areas with an effective implementation date of September 1, 2014. Currently, the contracts are administered by the Orange County Fire Authority (OCFA) and have been extended through March 1, 2015.

On April 1, 2014, the initial draft of the RFP was presented to your Honorable Board for review and public comment. OCEMS received comments from your Board offices, the OCFA, cities, providers, and members of the public and revised the draft based on the additional comments. On April 8, 2014, the Health Care Agency (HCA) requested your Board's review of the OCEMS proposed RFP for final consideration and other input from interested parties prior to submission to EMSA for approval.

On April 10, 2014, the final draft of the RFP #OC2014-01 was sent by OCEMS to EMSA for expedited review and approval. Shortly thereafter, a joint letter was sent to EMSA Medical Director, dated April 15, 2014, from Board Chairman and the HCA requesting an extension to complete the ambulance procurement process by one year through August 31, 2015. The extension would allow the current exclusive operating areas to remain exclusive during the procurement process.

At the request of EMSA, the County Executive Office, County Counsel and HCA met with EMSA Director, and their respective Counsel and staff to clarify the April 15, 2014 extension request. During the meeting, EMSA acknowledged that extensions for exclusive operating areas were rare and a one-year extension was unprecedented. However, an extension would be considered if a strong justification from OCEMS was provided. Therefore, an additional extension request to EMSA was sent on May 1, 2014 from the OCEMS Medical Director and Administrator outlining specific criteria and proposed timeline with accomplishment milestones.

**Members, Board of Supervisors**

9-1-1 Emergency Ambulance Transportation Services RFP Update

October 9, 2014

Page 2 of 4

On May 1, 2014, EMSA acknowledged the two extension request letters and granted a six month extension with a revised implementation date of March 2, 2015. Shortly thereafter, OCEMS received EMSA approval of RFP #OC2014-01 and the solicitation was released via BidSync on May 19, 2014. A Bidder's Conference was held on June 18, 2014 and no protests related to the RFP specifications were received by the deadline of July 7, 2014, five business days prior to the Proposal Submission Date of July 14, 2014 (RFP, pages 15-16).

Seven firms responded to the RFP with a total of 16 proposals (provided on a USB flash drive delivered with this memo). Those responders and respective bidding areas were outlined in the July 18, 2014 system announcement and shared with the Board of Supervisors. All seven firms passed sanction screening, met minimum qualifications and passed the HCA pre-qualification process. HCA is seeking those providers who will deliver the highest quality services. All qualified proposers were required either to be Commission on Accreditation of Ambulance Services (CAAS) certified or demonstrate certification within 24 months. All proposers represented that they possessed state of the art equipment, defined policies and procedures, and well-trained staff. For this reason, the evaluation tool played a critical role in identifying incremental differences between the proposers to provide an objective means to evaluate the proposals.

Separate evaluation panels representing various segments of the EMS system met to review and evaluate the proposals for the responders in each of the five regions. All panelists were screened by HCA for any potential conflicts of interest whether financial or otherwise as defined in California Government Code Sections 87100 and 87103 and as set forth in the County Contract Policy Manual. Only one panelist, the Orange County Emergency Medical Services representative, participated in the evaluation of all five regions. The remainder of the panelists was different for every region, but the composition of the panel was consistent, as follows:

<b>COMPOSITION OF EVALUATION PANELS</b>
Orange County Emergency Medical Services
City Representative
Clinical Representative
Fire Department/other county EMS Agency Representative

The evaluation process was completed in accordance with HCA's policies and procedures, and consistent with the County Contract Policy Manual. The results have been reviewed by HCA Contract Services and County Counsel and are now being shared with your Honorable Board, EMSA, and the RFP proposers.

Today, we will be issuing notices to those who participated in the RFP process to inform them of the recommendations for contract awards. Copies of these "Notice of Intent to Award" and "Notice of Non-Selection" letters are attached for your reference. Also attached are copies of the "Synopsis and Summaries" which summarize the results of the proposal evaluation process, including the recommended bidder and an alternate bidder for each region; "Evaluation Tool" which is the rating form used for scoring; and, "Scoring Summaries" which summarize the scoring for each proposal based on the criteria set forth in the RFP (pages 13-14).

**Members, Board of Supervisors**

9-1-1 Emergency Ambulance Transportation Services RFP Update

October 9, 2014

Page 3 of 4

The results of the evaluation panels are listed below. As EMSA required the highest scoring bidder is recommended for award for which the RFP is held. Note that the alternate must be the next highest ranked proposal. There would have to be extraordinary circumstances (i.e., refusal to sign the contract or evidence of fraud in the procurement) for the top ranked proposer not to be awarded the contract since EMSA has directed that the “top ranked bidder in the RFP process is to be awarded the contract for which the RFP is held.” If the County were to deviate from this direction, it is unlikely the County would retain exclusivity as stated in California Health and Safety code Section 179.224 (RFP, page 6).

REGION	RECOMMENDED PROVIDER	RECOMMENDED ALTERNATE	CITIES WITHIN REGION
A	Emergency Ambulance Service, Inc.	Care Ambulance Services, Inc.	Placentia, Yorba Linda, associated unincorporated areas
B	Care Ambulance Services, Inc.	AmeriCare MedServices, Inc.	Cypress, La Palma, Los Alamitos, Seal Beach, Stanton, associated unincorporated areas
C	Care Ambulance Services, Inc.	Herren Enterprises, Inc. dba Doctor’s Ambulance Services	Irvine, Tustin, Villa Park associated unincorporated areas
D	Care Ambulance Services, Inc.	Herren Enterprises, Inc. dba Doctor’s Ambulance Services	Laguna Hills, Laguna Niguel, Aliso Viejo, Laguna Woods, Dana Point, associated unincorporated areas/
E	Herren Enterprises, Inc. dba Doctor’s Ambulance Services	Care Ambulance Services, Inc.	Lake Forest, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, associated unincorporated areas

The release of the “Notice of Intent to Award” and “Notice of Non-Selection” letters begins the final segment of the competitive process, which includes the protest period and scheduling the RFP for Board consideration and action. The proposers have 5 business days from the issuance of the notices to submit a protest regarding the RFP process and/or the selection of a recommended provider (RFP, page 15-16). Upon receipt of a timely protest, HCA will forward the protest to the County Purchasing Agent. Within five business days of receipt of the protest, the County Purchasing Agent will review all materials in connection with the protest, assess the merits of the protest, and provide a written determination that shall contain his decision on whether the protest shall be forwarded to the Procurement Appeals Board as described in Section 1.4 of the County Contract Policy Manual. A written decision shall be issued stating the reasons for the actions taken.

The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision. Should the County Purchasing Agent decide the protest should be forwarded to the Procurement Appeals Board, the

**Members, Board of Supervisors**

9-1-1 Emergency Ambulance Transportation Services RFP Update

October 9, 2014

Page 4 of 4

protest shall be heard by the Procurement Appeals Board as provided in section 1.4 of the County Contract Policy Manual.

County Counsel has determined that the procurement process conforms to the RFP and the applicable provisions of the County Contract Policy manual (attached). Staff has been in constant contact with EMSA who has indicated that we have complied with the RFP timetable benchmark reporting, as they requested. They will acknowledge this in writing once the notices are released to the proposers. EMSA will validate the process once the Board of Supervisors has awarded the contracts.

These awards are currently scheduled to be heard by your Board on October 28, 2014. Should the County Purchasing Agent send the protest to the Procurement Appeals Board, the ASR will be rescheduled to a future date. Potential timelines for your Board's approval of the contracts, including possible protests are attached.

HCA will be briefing your office and keeping you apprised throughout the process. Please contact Richard Sanchez at (714) 834-2830 if you have any questions.



Mark A. Refowitz Director

HV:RS-MAR:mh 14-077

cc: Michael B. Giancola, County Executive Officer  
Mark Denny, Chief Operating Officer

Attachments: Hard copy provided and on USB flash drive

Request for Proposal  
Notices of Intent to Award and Non-Selection  
Synopsis and Summaries  
Evaluation Tool  
Scoring Summaries  
County Counsel Memo  
Timeline

Attachment: USB flash drive only

Proposals

OKLAHOMA COUNTY HEALTH CARE ACTION

Survey Scores  
Regional Evaluation for -  
1: Emergency Ambulance Transportation Service

SECTION 1 - FOR MEDICAL		CARE AREA SUBJECT SCORES				INTERMEDIATE AMBUANCE BOARD				LOCAL AMBUANCE BOARD				SPECIALTY AMBUANCE BOARD								
Section	Points Possible	1	2	3	4	Average Points	1	2	3	4	Average Points	1	2	3	4	Average Points	1	2	3	4	Average Points	
Section A - Emergency and Outpatient	5	4.0	5	4.0	5	4.0	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Section B - Functional Emergency	5	3.0	3	3.0	5	3.0	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Section C - Medical Administration	10	9	10	1	10	9.0	9	10	10	10	9.0	9	10	10	10	10	9.0	9	10	10	10	9.0
Section D - Critical Care/Respiratory Care	15	2	15	1	15	2.0	2	15	15	15	2.0	2	15	15	15	15	2.0	2	15	15	15	2.0
Section E - Training	15	10	10	10	10	10.0	10	10	10	10	10.0	10	10	10	10	10	10.0	10	10	10	10	10.0
Section F - Operations	15	10	10	10	10	10.0	10	10	10	10	10.0	10	10	10	10	10	10.0	10	10	10	10	10.0
Section G - Emergency Response/Transportation System	15	10	10	10	10	10.0	10	10	10	10	10.0	10	10	10	10	10	10.0	10	10	10	10	10.0
Section H - Ambulance, Dispatch and Logistics	5	1.0	5	1.0	4.0	1.0	5	5	5	5	1.0	5	5	5	5	5	1.0	5	5	5	5	1.0
Section I - Personnel	15	11.0	14.0	11.0	11	11.0	11.0	12.0	11.0	11	11.0	11.0	12.0	11.0	11	11.0	11.0	11.0	11.0	11.0	11.0	11.0
Section J - Data Management	10	7.0	10	7	9.5	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
Section K - 1485 System/Chain of Command	10	7.0	10	7.0	8.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
Section L - Administrative Procedures	5	4.5	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
<b>TOTAL</b>	<b>150</b>	<b>79.0</b>	<b>96.0</b>	<b>81.0</b>	<b>89.0</b>	<b>80.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>	<b>85.0</b>

APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_

ORANGE COUNTY HEALTH CARE AGENCY  
 Contract Services  
 Proposal Evaluation Form  
 911 Emergency Ambulance Transportation Services

**PANEL 2 - (EQA REGION B)**

Summary of Scores	Possible Points
Section A - Experience and Qualifications	5
Section B - Functional Responsibility	5
Section C - Medical Administration	10
Section D - Clinical Levels/Staffing Plan	2.5
Section E - Training	2.5
Section F - Operations	2.5
Section G - Emergency Response Communication Systems	5
Section H - Facilities, Supplies, and Equipment	5
Section I - Personnel	15
Section J - Data Management	10
Section K - EMS System/Consent Management	10
Section L - Administrative Procedures	5
<b>Total Score</b>	<b>100</b>

AMERIQUE AMBULANCE BIDDER #1					Awarded Points
E1	E2	E3	E4		
2.5	3.125	2.5	1.75		11.875
2.5	2.5	3.75	1.75		12.5
5	5.5	7	6		33.5
1.5	1.5	2	2		7
1.24	1.24175	1.96875	1.78125		6.43175
13.72	13.325	14.925	15.425		60.595
2.75	2.625	1.75	3.875		13
4	2.125	3.75	4.625		14.5
9.27	8.625	12.25	11.75		41.995
5	5	7.5	7.5		25
5.12	3.75	7.625	7.5		21.995
1.75	3.125	4.125	4.125		13.125
<b>56.59</b>	<b>51.54175</b>	<b>75.14175</b>	<b>72.28125</b>		<b>255.54175</b>

CARE AMBULANCE BIDDER #2					Awarded Points
F1	F2	F3	F4		
4.27	5	4.125	5		18.745
5	5	5	5		20
9	9	9	2		29
2	7.25	7	7		21.25
1.96	1.78125	2.625	1.96875		7.7725
21	19.625	22.5	18.75		81.925
1.87	4	3.875	1.875		15.63
3.75	4.625	4.125	5		17.5
12.87	9.375	12.125	11.75		46.12
7.5	6	7.5	7.5		28.5
8.87	7.875	7.75	7.875		32.37
4.62	3.25	2.625	4.125		13.62
<b>84.81</b>	<b>76.78125</b>	<b>82.9875</b>	<b>74.8375</b>		<b>319.4225</b>

PREPARED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

OSHA OSHA 309 (Rev. 10-1999)  
 Occupational Safety and Health Administration  
 OSHA 309-100 (Rev. 10-1999)

PART 1 - Overall Score		ACTING ASSISTANT SUPERVISOR				GENERAL SUPERVISOR				SUPERVISOR				SENIOR SUPERVISOR			
Section	Points Possible	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Section A - Experience and Qualifications	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Section B - Technical Competency	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Section C - General Administration	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Section D - Overall Leadership	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Section E - Training	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Section F - Operations	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20
Section G - Supervisory Responsibility	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Section H - Supervisory Skills and Abilities	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Section I - Personnel	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15
Section J - Risk Management	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Section K - Quality Management/Continuous Improvement	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10	10
Section L - Administrative Functions	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
<b>Total Score</b>	<b>200</b>																

PREPARED BY \_\_\_\_\_ DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

ORANGE COUNTY HEALTH CARE AGENCY  
 Contract Services  
 Proposal Evaluation Form  
 911 Emergency Ambulance Transportation Services

PANEL 4 - EOA BIDDING D		Points Possible	
Section A - Experience and Qualifications	5	1.875	3.75
Section B - Functional Responsibility	5	1.25	2.5
Section C - Medical Administration	10	9.5	1
Section D - Clinical Levels/Staffing Req	2.5	2.5	1.25
Section E - Training	2.5	1.875	2.4375
Section F - Operations	25	11.375	31.7
Section G - Emergency Response Communication Systems	5	4.875	3.75
Section H - Facilities, Supplies, and Equipment	5	4.5	2.875
Section I - Personnel	15	14.5	13.625
Section J - Data Management	10	8	4.5
Section K - EMS System/County Government	10	9	2.375
Section L - Administrative Provisions	5	5	2.375
<b>Total Score</b>	<b>100</b>	<b>91.575</b>	<b>52.6625</b>

AMERICAN AMBULANCE BIDDING #1		Points Possible	
E1	5	1.875	3.75
E2	5	1.25	2.5
E3	9	9	7.875
E4	7	7	7
<b>Awarded Points</b>	<b>15.625</b>		

CARE AMBULANCE BIDDING #2		Points Possible	
E1	5	1.875	3.75
E2	5	1.25	2.5
E3	9	9	7.875
E4	7	7	7
<b>Awarded Points</b>	<b>20</b>		

DOCTORS AMBULANCE BIDDING #3		Points Possible	
E1	5	1.875	3.75
E2	5	1.25	2.5
E3	9	9	7.875
E4	7	7	7
<b>Awarded Points</b>	<b>20</b>		

PREPARED BY: Evaluation Panel Region D  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**ORANGE COUNTY HEALTH CARE AGENCY**  
**Contract Services**  
**Prequal Evaluation Form**  
**911 Emergency Ambulance Transportation Services**

SUMMARY OF SCORES		CARE AMBULANCE BIDDER #1				DOCTORS AMBULANCE BIDDER #2				MCCORMICK AMBULANCE BIDDER #3						
Section	Points Possible	E1	E2	E3	E4	Average Points	E1	E2	E3	E4	Average Points	E1	E2	E3	E4	Average Points
Section A - Experience and Qualifications	5	5	3.75	5	2.5	16.25	5	3.75	5	3.75	17.5	2.5	0.625	3.75	1.875	8.75
Section B - Functional Responsibility	5	3.75	3.75	5	2.5	15	5	3.75	5	3.75	17.5	3.75	3.75	5	2.5	35
Section C - Medical Administration	10	7.5	6	7	5	20.5	9.5	6	6	6	27.5	7	7.5	7.5	5	27
Section D - Clinical Level/Staffing Req	2.5	2	2	2.25	1.625	7.75	2.75	2	2.5	1.875	8.75	1.625	1.625	1.75	1.75	6.5
Section E - Training	15	2.0625	1.875	1.875	1.34375	7.15625	2.0625	1.875	1.6875	1.19175	7.21875	1.875	1.875	1.875	1.34375	6.96875
Section F - Operations	25	20.9	19.1	23.1	11.2	74	21.25	20.65	24.65	18.65	87.1	16.125	18.4	20.85	11.975	67.55
Section G - Emergency Response Communication System	5	5	3.875	5	4	17.875	4.625	3.875	5	3.25	16.75	3.175	3.25	4.875	1.625	14.125
Section H - Facilities, Supplies, and Equipment	5	4.125	3.75	4.5	5	17.375	4.625	3.75	4.5	2.5	15.375	1.75	3.75	4.5	1.125	14.125
Section I - Personnel	15	12.5	11.75	14.625	8.5	47.375	11.75	11.5	14.75	8.375	46.375	11.125	10.625	14.5	4.375	44.625
Section J - Data Management	10	10	6.5	9.5	5	31	10	7.5	9	5	31.5	6.5	5	8	5	24.5
Section K - EMS System/Comm. Commitment	10	8.875	6.75	10	6.125	31.75	8.5	7.875	6.5	6.5	31.375	7.25	7.5	9.5	9	30.75
Section L - Administrative Provisions	5	4.625	4.125	5	3.25	17	4.175	4.125	5	3.5	16.75	4.275	2.625	5	11.25	14.875
<b>Total Score</b>	<b>100</b>	<b>85.875</b>	<b>71.125</b>	<b>91.725</b>	<b>54.1875</b>	<b>308.0125</b>	<b>90.8125</b>	<b>78.65</b>	<b>91.5875</b>	<b>64.64375</b>	<b>323.69375</b>	<b>69.2</b>	<b>66.625</b>	<b>81.1</b>	<b>51.10625</b>	<b>274.02875</b>

PREPARED BY \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT 3**



*Excellence  
Integrity  
Service*

## COUNTY OF ORANGE HEALTH CARE AGENCY

ADMINISTRATIVE SERVICES  
CONTRACT SERVICES

MARK A. REFOWITZ  
DIRECTOR

RICHARD SANCHEZ  
ASSISTANT DIRECTOR

ANNA PETERS  
DIRECTOR  
ADMINISTRATIVE SERVICES

SUSIE KIM, J.D.  
DIVISION MANAGER  
CONTRACT SERVICES

MAILING ADDRESS  
405 W. 5<sup>TH</sup> STREET, SUITE 600  
SANTA ANA, CA 92701

TELEPHONE (714) 834-5809  
FAX (714) 834-4450

October 9, 2014

Sent Via E-Mail and Certified U.S. Mail

Michael Herren, Senior Vice President  
Herren Enterprises, Inc. DBA Doctor's Ambulance Service  
23091 Terra Drive  
Laguna Hills, CA 92653

Subject: Notice of Non-Selection  
Request for Proposals for 9-1-1 Emergency Ambulance Transportation and Related  
Services (Solicitation ID # OC2014-01) - Region C ("RFP")

Dear Mr. Herren:

This letter is to inform you that the Health Care Agency (HCA) has completed the RFP evaluation process and the evaluation panel has not recommended the selection of your agency for the subject services. In accordance with the California Public Records Act and County policy, you may request copies of the proposals received and other permissible documents from:

Health Care Agency/Custodian of Records  
200 W. Santa Ana Blvd., Suite 125  
Santa Ana, California 92701  
(714) 834-3536

The proposed contract award to Care Ambulance Services, Inc. is tentatively scheduled for consideration by the Board of Supervisors on October 28, 2014. Again, this date is tentative and may change. For additional information on the Board of Supervisors meetings you may visit <http://media.ocgov.com/gov/bos/default.asp> or contact the Clerk of the Board of Supervisors during business hours at (714) 834-3453.

Please be advised that the award of this contract is subject to protest. The protest must be submitted no later than the close of business, at 5:00 P.M. Pacific, five (5) business days after the date of this letter. Protests relating to a proposed contract award that are received after the five (5) business day deadline will not be considered.

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated below. All protests shall include at a minimum the following information:

1. The name, address, and telephone number of the protester.
2. The signature of the protester or the protester's authorized representative.
3. The name of the solicitation or number of the RFP.
4. A detailed statement of the legal and/or factual grounds for the protest.
5. The form of relief requested.

Written protests must be sent to: County of Orange/Health Care Agency  
Contract Services  
405 W. 5th Street, Suite 600  
Santa Ana, CA 92701-4637  
Attn: Division Manager  
FAX: (714) 834-4450

Any protests received shall be handled in accordance with Section I, Paragraph H of the RFP.

Although your proposal was not selected, HCA would like to thank you for your proposal. We appreciate the time and effort it took to respond, and hope that you will consider applying in future solicitations.

Respectfully,



Susie Kim  
Division Manager, Contract Services

cc: Mark A. Refowitz, Director, HCA  
Richard Sanchez, Assistant Director, HCA  
Holly Veale, Deputy Agency Director, HCA Medical Services  
James Harman, Deputy County Counsel  
William Norsetter, Contract Administrator, HCA Contract Services  
Clerk of the Board



*Excellence  
Integrity  
Service*

**COUNTY OF ORANGE  
HEALTH CARE AGENCY**

**ADMINISTRATIVE SERVICES  
CONTRACT SERVICES**

**MARK A. REFOVITZ  
DIRECTOR**

**RICHARD SANCHEZ  
ASSISTANT DIRECTOR**

**ANNA PETERS  
DIRECTOR  
ADMINISTRATIVE SERVICES**

**SUSIE KIM, J.D.  
DIVISION MANAGER  
CONTRACT SERVICES**

**MAILING ADDRESS  
405 W. 6<sup>TH</sup> STREET, SUITE 600  
SANTA ANA, CA 92701**

**TELEPHONE: (714) 834-5809  
FAX (714) 834-4450**

October 9, 2014

Sent Via E-Mail and Certified U.S. Mail

Michael Herren, Senior Vice President  
Herren Enterprises, Inc. DBA Doctor's Ambulance Service  
23091 Terra Drive  
Laguna Hills, CA 92653

**Subject: Notice of Non-Selection  
Request for Proposals for 9-1-1 Emergency Ambulance Transportation and Related  
Services (Solicitation ID # OC2014-01) - Region D ("RFP")**

Dear Mr. Herren:

This letter is to inform you that the Health Care Agency (HCA) has completed the RFP evaluation process and the evaluation panel has not recommended the selection of your agency for the subject services. In accordance with the California Public Records Act and County policy, you may request copies of the proposals received and other permissible documents from:

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(714) 834-3536

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Please be advised that the award of this contract is subject to protest. The protest must be submitted no later than the close of business, at 5:00 P.M. Pacific, five (5) business days after the date of this letter. Protests relating to a proposed contract award that are received after the five (5) business day deadline will not be considered.

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated below. All protests shall include at a minimum the following information:

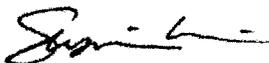
1. The name, address, and telephone number of the protester.
2. The signature of the protester or the protester's authorized representative.
3. The name of the solicitation or number of the RFP.
4. A detailed statement of the legal and/or factual grounds for the protest.
5. The form of relief requested.

Written protests must be sent to: County of Orange/Health Care Agency  
Contract Services  
405 W. 5th Street, Suite 600  
Santa Ana, CA 92701-4637  
Attn: Division Manager  
FAX: (714) 834-4450

Any protests received shall be handled in accordance with Section I, Paragraph H of the RFP.

Although your proposal was not selected, HCA would like to thank you for your proposal. We appreciate the time and effort it took to respond, and hope that you will consider applying in future solicitations.

Respectfully,



Susie Kim  
Division Manager, Contract Services

cc: Mark A. Refowitz, Director, HCA  
Richard Sanchez, Assistant Director, HCA  
Holly Veale, Deputy Agency Director, HCA Medical Services  
James Harman, Deputy County Counsel  
William Norsetter, Contract Administrator, HCA Contract Services  
Clerk of the Board



**Doctor's Ambulance Service**  
**23091 Tera Drive, Laguna Hills, CA 92563**

**VIA HAND-DELIVERY,  
FACSIMILE 714.834.4450  
AND EMAIL [skim@ochca.com](mailto:skim@ochca.com)**

October 16, 2014

Interim Division Manager  
Health Care Agency  
Contract Development and Management  
County of Orange  
405 W. 5<sup>th</sup> Street, Suite 600  
Santa Ana, CA 92701-4637

Susie Kim  
Division Manager Contract Services  
Health Care Agency  
Contract Development and Management  
County of Orange  
405 W. 5<sup>th</sup> Street, Suite 600  
Santa Ana, CA 92701-4637

**Re: Supplement to Protests Relating to Request for Proposals for 9-1-1  
Emergency Ambulance Transportation Services Request for Proposals  
(Solicitation ID # OC2014-01) Region C and Region D**

Dear Interim Division Manager and Ms. Kim:

Herren Enterprises, Inc. d/b/a Doctor's Ambulance Service ("Doctor's") respectfully supplements its protests filed October 15, 2014 based on the grounds set forth herein. We continue to maintain our reservation to further supplement our protests once the County produces all records responsive to our Public Records requests.

## **I. INTRODUCTION**

Yesterday afternoon, the County released several documents related to the RFP. Of note, the County released the scoring instructions that were provided to the RFP evaluators. *See* Instructions, attached as Exhibit 4<sup>1</sup>. We believe the Instructions provide additional grounds for protest and show that the scoring process used by evaluators was materially flawed.

## **II. THERE IS NO CLARITY ON HOW PROPOSERS WERE SCORED**

From the RFP to the scoring sheets to the Instructions, it is unclear how proposers were actually scored. As set forth in our October 15<sup>th</sup> protests, the RFP called for five (5) scored criteria. *See generally*, Exhibit 1. The scoring sheets in the County's October 9<sup>th</sup> Memorandum set forth twelve (12) scored criteria. *See generally*, Exhibit 2. And, the Instructions released yesterday suggest that the proposers were scored on 83 separate criteria. *See generally*, Exhibit 4.

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<sup>1</sup>For continuity, we have labelled our exhibits sequentially to follow the last numbered exhibit in our protests filed October 15<sup>th</sup>. Thus, this supplement starts exhibits with the number 4 as our protests ended at Exhibit 3.

Regardless of whether it was 12 or 83 separate criteria, it is clear that the RFP did not disclose either of these scoring methodologies or describe the points associated with each separate criterion. This prevented proposers from having the ability to prepare for or tailor their responses on which they were graded. Respectfully, there is no legitimate reason for an RFP process to fail to disclose how proposers will be scored – especially for a health and public safety service where lives are at stake. Any argument that the 12 or 83 separate scoring criteria are simply subsets of the five (5) criteria originally disclosed in the RFP is without merit as the argument would circumvent one of the fundamental goals of the RFP which is to obtain proposals that are responsive to the RFP requirements.

Additionally, if scored on 83 different criteria as the Instructions suggest, there is no way to equal 100 maximum points unless another unknown calculation is performed. For example, Section B Functional Responsibility has 5 points possible according to the scoring sheets but is only scored up to 4 points according to the Instructions. *See Exhibit 4*, at p. 3. This is the same for Section C Medical Administration where 10 points are possible according to the scoring sheets but only 4 points are possible according to the Instructions. This is another anomaly in the scoring process.

Given the lack of warning to proposers on whether they would be scored on 5 criteria versus 12 criteria versus 83 criteria and the points associated with each criterion, the County should now reject all proposals and issue a new RFP.

### III. THE INSTRUCTIONS HAVE A DIFFERENT POINT SCALE THAN THE RFP POINT SCALE

The scoring process in the RFP set forth a specific scoring methodology and point scale. The evaluators were tasked with selecting a description for a category and that description would translate into a set number of points. The description “Poor” equaled 0 points, the description “Adequate” equaled 1.25 points, the description “Good” equaled 2.50 points, the description “Very Good” equaled 3.75 points, and the description “Excellent” equaled 5 points. In other words, there was a 0 to 5 point scale for evaluators to use for each criterion.

POINTS POSSIBLE PER CATEGORY					
Rating	Poor	Adequate	Good	Very Good	Excellent
Functional Responsibility	0	1.25	2.50	3.75	5

*See*, RFP at Section I.F., pp.13-14, excerpt attached as Exhibit 1 to Protests dated October 15, 2014. Yet, the scoring Instructions given to the evaluators utilized a point scale of 0 to 4 for each criterion.

Rating Point Scale - Section A				
0	1	2	3	4
Poor (No applicability)	Adequate (Fair/limited applicability)	Good (Some applicability)	Very Good (Substantial applicability)	Excellent (Total applicability)

*See Exhibit 4*. These changes affected the outcomes of this tightly scored RFP process. Given the material changes to the point scale, the County must now reject all proposals and issue a new RFP to ensure a competitive and fair process.

#### IV. THE INSTRUCTIONS DISREGARD THE RFP RULES ON INDIVIDUAL SCORING

In an effort to keep the evaluation process fair and not allow a single evaluator the ability to influence other evaluators on a panel, the RFP required each evaluator to individually score a proposer with their scores, which would then be combined with the other evaluators on the panel to create an overall score. *See generally*, Exhibit 1. The purpose of this is to put safeguards in place to prevent a single evaluator from influencing other evaluators. Contrary to the RFP, the Instructions reflect that a consensus methodology was used to arrive at scores. Specifically, the Instructions state:

There will be a consensus meeting which all panel members must attend. The consensus meeting is a roundtable discussion with other panel members, where you will share the reasons you gave a specific score to a specific area. During consensus you will be given an opportunity to revise your scores or leave them unchanged. The revised scores from the consensus meeting will serve as the final and official scores of the panel, which will serve as the basis of the Recommendation Memo, which all panel members will sign.

*See* Exhibit 4, at p. 1. This deviation in the Instructions should compel the County to now reject all proposals and issue a new RFP to ensure a competitive and fair process.

#### V. CONCLUSION

The RFP set forth the scoring rules and methodology. In fact, the County admonished proposers in response to a question about the scoring rules that “only the scoring criteria stated in the RFP will be used.”

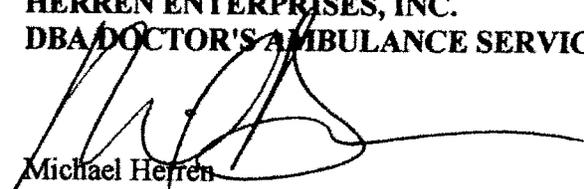
Scoring: Are the only possible points those in the Poor, Adequate, Good, Very Good and Excellent categories or will mid range scoring be allowed? i.e., if the reviewer believes a bidder is in between ?Very Good? and ?Excellent? in Operations might they be scored a ?35? - Jun 16, 2014 1:44:08 PM PDT

Answer - Jun 16, 2014 2:34:13 PM PDT  
Only the scoring criteria stated in the RFP will be used

The County failed to follow its own admonishment. Instead, the process evaluated proposers on criteria unknown to proposers at the time they submitted their proposals and utilized scoring methodologies that contradicted those set forth in the RFP. For the reasons set forth in our protests of October 15<sup>th</sup> and this supplement, we respectfully request that the awards be thrown out and the RFP process started over.

Respectfully submitted,

**HERREN ENTERPRISES, INC.  
DBA DOCTOR'S AMBULANCE SERVICE**



Michael Herren  
Senior Vice President  
23091 Tera Drive  
Laguna Hills, CA 92563  
949-583-2235  
[mherren@doctorsambulance.com](mailto:mherren@doctorsambulance.com)

Enc: Exhibit 4 – Evaluator Scoring Instructions

Cc: Daniel Smiley, California EMS Agency  
County Counsel, County of Orange  
Joel D. Kuperberg, Esq.  
Shoreline Ambulance  
Care Ambulance  
Emergency Ambulance  
Lynch Ambulance  
Americare Ambulance  
Westmed Ambulance  
McCormick Ambulance

**EXHIBIT 4**

**COUNTY OF ORANGE HEALTH CARE AGENCY  
Contract Development and Management**

Proposal Evaluation Form  
911 Emergency Ambulance Transportation Services

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_  
Bidder: \_\_\_\_\_ Proposed EOA: \_\_\_\_\_  
Total Points:     0     Maximum Points:   100  

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**Instructions:**

This form is to be used to objectively evaluate each bidder's response to the Request for Proposals (RFP) for 911 Emergency Ambulance Transportation Services. Your evaluation is to be based on the bidder's description of their plan to provide the requested services, and their current and/or past experience in providing the same or similar services. **Any information that is not included in a bidder's proposal that you have knowledge of, e.g., corrective action issues, exceeds expectations on contractor performance reviews, proposal responses do not accurately reflect bidder's capability, etc., may not be used in your evaluation.**

RFP section and page references are included for each rating section to help you in locating significant related information in the RFP. You may also refer to other sections in the RFP, and any other information provided to you by CDM Procurement to assist you in evaluating the proposal. Examples of criteria to support your scores are provided to assist you in choosing the appropriate score for each response. From your review of the proposal, the RFP, and any additional information provided, you are to select the score that best reflects your assessment of the bidder's response. **IN ORDER TO SCORE "VERY GOOD", PROPOSAL MUST FIRST MEET "GOOD" CRITERIA. IN ORDER TO SCORE "EXCELLENT", PROPOSAL MUST FIRST MEET "VERY GOOD" CRITERIA.**

A separate file is attached that you must use to write down your comments to justify your given scores. **This file is not to be returned with your evaluation forms, but is to be brought with you to the consensus meeting. DO NOT WRITE ANY COMMENTS ON THE EVALUATION FORM ITSELF.** If you score any area with a zero (0), your comments must indicate what information the bidder should have provided to bring the score up to a minimum of "Good". If you feel you cannot adequately evaluate any area based on the information provided, you may submit questions to CDM Procurement to be discussed at the consensus meeting and/or to ask the bidder in the event bidder interviews are necessary. If additional space is needed for comments, expand the box (cell) you are typing in.

There will be a consensus meeting which all panel members must attend. The consensus meeting is a roundtable discussion with other panel members, where you will share the reasons you gave a specific score to a specific area. During consensus you will be given an opportunity to revise your scores or leave them unchanged. The revised scores from the consensus meeting will serve as the final and official scores of the panel, which will serve as the basis of the Recommendation Memo, which all panel members will sign.

You will score each section of the RFP, as indicated by the colored tabs within this worksheet, e.g., Functional Responsibility, Medical Administration, etc, by selecting a score from the drop down in each yellow box. The form will automatically calculate the section's score average score and populate the Points Summary tab. Complete one (1) form for each proposal, then save the form under the bidder's name, e.g., if you are evaluating four (4) proposals, you will save four (4) separate files. If you have any questions or problems with the form, please do not hesitate to contact me at (714) 834-3896.

**DO NOT SIGN THE SUMMARY OF SCORES PAGE UNTIL YOU ARE ASKED TO DO SO IN THE CONSENSUS MEETING.**

ORANGE COUNTY HEALTH CARE AGENCY  
 Contract Development and Management  
 Proposal Evaluation Form  
 911 Emergency Ambulance Transportation Services

Rating Criteria Guidelines for all Proposal Sections				
0 Poor (No applicability)	1 Adequate (Fair/limited applicability)	2 Good (Some applicability)	3 Very Good (Substantial applicability)	4 Excellent (Total applicability)
<b>Examples of Criteria to Support Scores</b>				
<ul style="list-style-type: none"> <li>- Response pertains to forms, P&amp;Ps, plans, job descriptions, resumes, lists, charts, methods, strategies, training, facilities, equipment, etc.</li> <li>- Response was not included in proposal</li> <li>- Information was irrelevant</li> </ul>	<ul style="list-style-type: none"> <li>- Response pertains to forms, P&amp;Ps, plans, job descriptions, resumes, lists, charts, methods, strategies, training, facilities, equipment, etc.</li> <li>- 1 year experience and ability in providing same/similar services</li> <li>- Incomplete, missing some required information (e.g., dates, description of services), unclear, vague, confusing</li> <li>- Generalized, non-specific</li> <li>- Demonstrated limited commitment</li> <li>- Demonstrated limited supervisory, management, leadership skills and/or experience</li> <li>- Demonstrated limited dispatch, field supervisory, and/or communications skills and ability</li> <li>- Information found in section of RFP other than where required</li> </ul>	<ul style="list-style-type: none"> <li>- Response pertains to forms, P&amp;Ps, plans, job descriptions, resumes, lists, charts, methods, strategies, training, facilities, equipment, etc.</li> <li>- 2-4 years experience and ability in providing same/similar services</li> <li>- Basic, standard, acceptable</li> <li>- Clear, understandable</li> <li>- Described in some detail</li> <li>- Complete with all requested information</li> <li>- Demonstrated adequate level of commitment</li> <li>- Demonstrated adequate supervisory, management, leadership skills</li> <li>- Demonstrated adequate dispatch, field supervisory, and/or communications skills and ability</li> <li>- Information found in section of RFP other than where required</li> </ul>	<ul style="list-style-type: none"> <li>- In addition to meeting "Good" criteria</li> <li>- 5-10 years experience and ability in providing same/similar services</li> <li>- Somewhat exceeds RFP expectations</li> <li>- Described in detail</li> <li>- Measurable, time scaled, realistic</li> <li>- Well thought out, well written</li> <li>- Demonstrated substantial level of commitment, knowledge, experience, and/or expertise</li> <li>- Demonstrated substantial supervisory, management, leadership skills</li> <li>- Demonstrated substantial dispatch, field supervisory, and/or communications skills and ability</li> </ul>	<ul style="list-style-type: none"> <li>- In addition to meeting "Very Good" criteria</li> <li>- 10+ years experience and ability in providing same/similar services</li> <li>- Far exceeds RFP expectations</li> <li>- Demonstrated exceptional level of commitment and/or expertise</li> <li>- Demonstrated exceptional supervisory, management, leadership skills</li> <li>- Demonstrated exceptional dispatch, field supervisory, and/or communications skills and ability</li> </ul>
- No	- Yes			
<ul style="list-style-type: none"> <li>- If Response requires multiple components, than <u>AND/OR</u> applies</li> <li>- Example: bidder is asked to describe their COJ plan <u>AND</u> submit a copy of their current COJ policy, but only 1 of the 2 components meets criteria</li> </ul>	<ul style="list-style-type: none"> <li>- If Response requires multiple components, than <u>AND/OR</u> applies</li> <li>- Example: bidder is asked to describe their COJ plan <u>AND</u> submit a copy of their current COJ policy, but only 1 of the 2 components meets criteria</li> </ul>	<ul style="list-style-type: none"> <li>- If Response requires multiple components, than <u>AND</u> applies</li> <li>- Example: bidder is asked to describe their COJ plan <u>AND</u> submit a copy of their current COJ policy, <u>both</u> components must meet criteria</li> </ul>	<ul style="list-style-type: none"> <li>- If Response requires multiple components, than <u>AND</u> applies</li> <li>- Example: bidder is asked to describe their COJ plan <u>AND</u> submit a copy of their current COJ policy, <u>both</u> components must meet criteria</li> </ul>	<ul style="list-style-type: none"> <li>- If Response requires multiple components, than <u>AND</u> applies</li> <li>- Example: bidder is asked to describe their COJ plan <u>AND</u> submit a copy of their current COJ policy, <u>both</u> components must meet criteria</li> </ul>

ORANGE COUNTY HEALTH CARE AGENCY  
 Contract Development and Management  
 Proposal Evaluation Form  
 911 Emergency Ambulance Transportation Services

**Category: OPERATIONS**

**Section A: Experience and Qualifications**

**Total Score Section A:** 0

**Corresponds to:** Form D (Attachment II), RFP Section II.A. (page 22) and Section V.A. (page 56)

Rating Point Scale - Section A				
0	1	2	3	4
Poor (No applicability)	Adequate (Fair/limited applicability)	Good (Some applicability)	Very Good (Substantial applicability)	Excellent (Total applicability)

1.	Did the bidder's past and present services described on Form D demonstrate their experience in providing services related to those described in the RFP?	
2.	Did the bidder's past and present experience demonstrate their ability to provide the requested services to the target population defined in Section II.A.?	

**Category: FUNCTIONAL**

**Section B: Functional Responsibility**

**Total Score Section B:** 0

**Corresponds to:** RFP Section II.B. (page 22) and Section V.B. (page 56)

Rating Point Scale - Section B				
0	1	2	3	4
Poor (No applicability)	Adequate (Fair/limited applicability)	Good (Some applicability)	Very Good (Substantial applicability)	Excellent (Total applicability)

1.	Did the bidder demonstrate their ability to manage the start-up of services within the planned timeframe from contract approval to implementation?	
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**Category: CLINICAL AND PERSONNEL**

**Section C: Medical Administration**

**Total Score Section C:** 0

**Corresponds to:** RFP Section II.C. (pages 22-24) and Section V.C. (pages 56-57)

Rating Point Scale - Section C				
0	1	2	3	4
Poor (No applicability)	Adequate (Fair/limited applicability)	Good (Some applicability)	Very Good (Substantial applicability)	Excellent (Total applicability)

1.	Did the CQI program and plan demonstrate the bidder has applicable CQI knowledge and experience?	
2.	Did the CQI process demonstrate the bidder's ability to ensure compliance with a) contract terms, conditions, and performance standards, b) rules and regulations, c) process measurements and improvements to achieve desired outcomes?	
3.	Did the CQI indicators, outcomes and performance measures implemented within the last two (2) years demonstrate the bidder's ability to meet a) clinical performance, b) response time performance, c) driver performance, and d) dispatch performance?	
4.	Did the bidder demonstrate their commitment to participate in CQI committees and audit processes?	

**ORANGE COUNTY HEALTH CARE AGENCY**  
**Contract Development and Management**  
**Proposal Evaluation Form**  
**911 Emergency Ambulance Transportation Services**

**Category: CLINICAL AND PERSONNEL**

**Section D: Clinical Levels and Staffing Requirements**

**Total Score Section D:** 0

**Corresponds to: RFP Section II.G. (pages 40-42) and Section V.D. (page 57)**

Rating Point Scale - Section D				
0 / No	1 / Yes	2	3	4
Poor	Adequate	Good	Very Good	Excellent

<b>1.</b>	Did the list of EMT's who would be assigned to the EOA demonstrate that all EMT's were California certified and OCEMS accredited? If applicable, did the list identify the EMT's assigned to provide 911 emergency ambulance transportation services in ALL AREAS within Orange County? (Yes or No)	
<b>2.</b>	Did the job descriptions for EMT's seem appropriate for the services to be provided?	
<b>3.</b>	Did the bidder demonstrate their ability to ensure ambulance staffing standards would be met and how they would consistently that ensure staffing levels would meet contract performance requirements?	

**Category: CLINICAL AND PERSONNEL**

**Section E: Training**

**Total Score Section E:** 0

**Corresponds to: RFP Section V. (pages 57-58)**

Rating Point Scale - Section E				
0	1	2	3	4
Poor (No applicability)	Adequate (Fair/limited applicability)	Good (Some applicability)	Very Good (Substantial applicability)	Excellent (Total applicability)

<b>1.</b>	Did the bidder's system orientation and ongoing preparedness demonstrate their ability to ensure EMT and dispatch personnel would meet personnel and performance requirements?	
<b>2.</b>	Did the bidder's in-service and continuing education policies and program seem appropriate for the services to be provided?	
<b>3.</b>	Did the bidder demonstrate how they would prepare and provide training to ambulance personnel and supervisory staff for response to multi-casualty incidents?	
<b>4.</b>	Did the bidder's driver training program seem appropriate for the services to be provided?	
<b>5.</b>	Did the bidder's policies and plan to assure compliance with all infectious disease, blood borne and airborne pathogen control plans seem appropriate?	

ORANGE COUNTY HEALTH CARE AGENCY  
 Contract Development and Management  
 Proposal Evaluation Form  
 911 Emergency Ambulance Transportation Services

Category: OPERATIONS

Section F: Operations

Total Score Section F: 0

Corresponds to: RFP Section II.D (pages 24-36) and Section V.F. (pages 58-61)

Rating Point Scale - Section F				
0 / No	1 / Yes	2	3	4
Poor (No applicability)	Adequate (Fair/limited applicability)	Good (Some applicability)	Very Good (Substantial applicability)	Excellent (Total applicability)

<b>1.</b>	Did the bidder demonstrate their commitment to provide instant aid/mutual aid for adjacent jurisdictions, and did the mutual aid agreement they will use seem appropriate?	
<b>2.</b>	Did the dispatch center policies address operational needs, and did their plan demonstrate their capability of providing emergency backup dispatch services?	
<b>3.</b>	Did the bidder's plan for providing 24/7 operation of the EMS dispatch system seem reasonable and appropriate?	
<b>4.</b>	Did the list of dispatchers and dispatch supervisors assigned to the EOA demonstrate staff have appropriate qualifications and certifications?	
<b>5.</b>	Did the job descriptions for dispatchers and dispatch supervisors seem appropriate for the services to be provided?	
<b>6.</b>	Did the evaluation and orientation process for dispatch employees seem appropriate?	
<b>7.</b>	Did the methods and strategies demonstrate the bidder's ability to ensure compliance response times within each call classification and EOA, to include a) dispatch, b) field operations, and c) overall operations?	
<b>8.</b>	Did the bidder demonstrate their ability to document all times necessary with the CAD database to meet requirements of response time, and measurement methodologies?	
<b>9.</b>	Did the bidder demonstrate their ability to meet response time criteria, to include monitoring and verification for recording and analyzing response time statistics?	
<b>10.</b>	Did the list of emergency ambulance vehicles that would be assigned to the EOA clearly demonstrate that information for each vehicle was complete with all required information, and if applicable, did the list provide 911 the vehicles in use in ALL AREAS within Orange County? (Yes or No)	
<b>11.</b>	Did the fleet size in relation to peak load coverage requirements and standardization policies seem reasonable and appropriate? Did the methods and strategies that would be used to expand the fleet for use within the EOA during times of high volume for emergency calls seem reasonable and effective?	
<b>12.</b>	Did the P&Ps for daily maintenance, operational checks (including medical preparedness of equipment and supplies), and documentation of daily maintenance and operations checks seem appropriate for the services to be provided?	
<b>13.</b>	Did the plan to ensure availability of all fuel, lubricants, repairs, initial supply inventory, and all supplies necessary to fulfill obligations for a minimum of 15 days seem reasonable and appropriate?	
<b>14.</b>	Did the qualifications of maintenance personnel and program managers that will be utilized seem reasonable and appropriate for the services to be provided?	
<b>15.</b>	Did the proposed maintenance practices seem reasonable and appropriate for the services to be provided?	
<b>16.</b>	Did the proposed automated/manual maintenance recordkeeping system; and ability to track scheduled/unscheduled maintenance by vehicle and fleet, and equipment failures during ambulance responses seem reasonable and appropriate?	
<b>17.</b>	Did the documentation for vehicle failure rate, including units in route, at scene, and with patient on board, include the previous 3 years? (Yes or No)	
<b>18.</b>	Did the policies regarding timing of equipment replacement and preventative maintenance programs seem reasonable and appropriate?	
<b>19.</b>	Did the list of supervisor vehicles that would be assigned to the EOA clearly demonstrate that each vehicle would be complete with all required equipment, and if applicable, did the list provide all supervisor vehicles used for the provision of 911 emergency ambulance transportation services in ALL AREAS within Orange County?	
<b>20.</b>	Did the deployment plan seem reasonable and did it demonstrate the bidder's ability to achieve required response times and performance results?	

ORANGE COUNTY HEALTH CARE AGENCY  
 Contract Development and Management  
 Proposal Evaluation Form  
 911 Emergency Ambulance Transportation Services

Category: OPERATIONS

Section G: Emergency Response Communication Systems

Total Score Section G:

Corresponds to: RFP Section II.E. (pages 36-39) and Section V.G. (page 61)

Rating Point Scale - Section G				
0 / No	1 / Yes	2	3	4
Poor (No applicability)	Adequate (Fair/limited applicability)	Good (Some applicability)	Very Good (Substantial applicability)	Excellent (Total applicability)

1.	Did the plan to install, provide, operate, and maintain each of the following requirements for the ambulance dispatch center seem reasonable and appropriate: a) telephone services (including ring-down time), b) ReddiNet, c) 800 MHz mobile radio system, d) mobile data computer-radio system, e) UHF Med 9 radio, f) personal computer, and g) secondary dispatch response system?			
2.	Did the operational design for the bidder's emergency response communication system and methods for dispatching ambulances seem reasonable and appropriate?			
3.	Did the method of communication among the dispatch center, vehicles, acute care hospitals, and public safety agencies seem reasonable and appropriate?			
4.	Did the method by which personnel would be able to communicate with other responders on scene seem reasonable and appropriate?			
5.	Did the procedures and plans for replacement of emergency response communication systems in the event of equipment failure seem reasonable and appropriate?			
6.	Did the bidder identify the service administrator(s) who would manage day-to-day operational needs as it pertains to OC-MEDS, including documenting OC-MEDS training? (Yes or No)			
7.	Did the training and education that would be provided on ePCR documentation, to include a) accurate documentation on each PCR, b) documentation within OC-MEDS, and c) completion of documentation prior to leaving receiving center seem appropriate?			

Category: OPERATIONS

Section H: Facilities, Supplies, and Equipment

Total Score Section H:

Corresponds to: RFP Section II.F. (pages 39-40) and Section V.H. (pages 61-62)

Rating Point Scale - Section H				
0	1	2	3	4
Poor (No applicability)	Adequate (Fair/limited applicability)	Good (Some applicability)	Very Good (Substantial applicability)	Excellent (Total applicability)

1.	Did the bidder demonstrate knowledge and experience in the use, procurement, and proper maintenance of equipment?			
2.	Did the list of equipment and supplies to be carried on each ambulance seem reasonable and appropriate?			
3.	Did the plan for EOA ambulance crew facilities meet requirements, and do the facilities seem appropriate?			

ORANGE COUNTY HEALTH CARE AGENCY  
 Contract Development and Management  
 Proposal Evaluation Form  
 911 Emergency Ambulance Transportation Services

Category: **MANAGEMENT**

Section I: Personnel

Total Score Section I: 0

Corresponds to: RFP Section II.C (pages 40-42) and Section V.I. (pages 62-64)

Rating Point Scale - Section I				
0 / No	1 / Yes	2	3	4
Poor (No applicability)	Adequate (Fair/limited applicability)	Good (Some applicability)	Very Good (Substantial applicability)	Excellent (Total applicability)

1.	Did the management structure for administration and oversight of services seem appropriate for the services to be provided?	
2.	Did the organizational chart illustrating the relationship between the program and other organizational divisions, and lines of authority and responsibilities seem appropriate for the services to be provided?	
3.	Did the staffing chart that identifies staff positions by name and title (if known), and reporting responsibilities seem appropriate for services to be provided? Chart may be combined for all EOAs if all required information is included.	
4.	Did the job descriptions for management, administrative, and support who that would be allocated to the program seem appropriate for the services to be provided?	
5.	Did the resumes and/or letters of commitment for current management, administrative, and support staff who would be allocated to the program demonstrate appropriate experience for the services to be provided?	
6.	Did the bidder identify the EMS program liaison who would be allocated to this program? (Yes or No)	
7.	Did the bidder demonstrate their commitment to participate in EMS system committees and task force groups?	
8.	Did the list of EMTs who will be assigned as field supervisors to the EOA demonstrate that each EMT field supervisor was California certified and OCEMS accredited? If applicable, did the list identify field supervisor roles for ALL AREAS within Orange County? (Yes or No)	
9.	Did the job description for the field supervisor seem appropriate for the services to be provided?	
10.	Did the education and training programs that would be provided for field supervisors seem appropriate for the services to be provided?	
11.	Did the drug testing policy and program demonstrate the bidder's ability to ensure an alcohol and drug free workplace, and pre-employment and random testing?	
12.	Did the occupational health and safety program, and communicable disease prevention program seem reasonable and appropriate?	
13.	Did the communicable disease and safety control P&Ps seem appropriate?	
14.	Did the influenza vaccination and TB skin test program seem appropriate?	
15.	Did the rubella and hepatitis B antibody testing program seem appropriate?	
16.	Did the Table of Contents from the employee handbook seem appropriate for the services to be provided?	
17.	Did the organization's incident reporting and tracking P&P for reporting accidents and incidents that occur in the performance of work duties seem appropriate?	
18.	Did the policies related to field supervision that address a) training, b) education, and c) oversight plans and procedures for the designated EOA seem appropriate?	
19.	Did the policies related to scene safety and personal safety seem appropriate?	

ORANGE COUNTY HEALTH CARE AGENCY  
 Contract Development and Management  
 Proposal Evaluation Form  
 911 Emergency Ambulance Transportation Services

**Category: CLINICAL AND PERSONNEL**

**Section J: Data Management**

**Total Score Section J:** 0

**Corresponds to:** RFP Section II.H. (page 42-43) and Section V.J. (page 64)

Rating Point Scale - Section J				
0	1	2	3	4
Poor (No applicability)	Adequate (Fair/limited applicability)	Good (Some applicability)	Very Good (Substantial applicability)	Excellent (Total applicability)

1.	Did the current operational, clinical, and administrative data monitoring, as it relates to dispatch, seem reasonable and appropriate?	
2.	Did the current operational, clinical, and administrative data monitoring, as it relates to record keeping, seem reasonable and appropriate?	
3.	Did the current operational, clinical, and administrative data monitoring, as it relates to clinical - continuing education compliance reports, and summary of clinical/ service inquiries and resolutions, seem reasonable and appropriate?	

**Category: EMS SYSTEM AND COMMUNITY**

**Section K: EMS System and Community Commitment**

**Total Score Section K:** 0

**Corresponds to:** RFP Section II.I. (pages 43-44) and Section V.K. (pages 64-65)

Rating Point Scale - Section K				
0	1	2	3	4
Poor (No applicability)	Adequate (Fair/limited applicability)	Good (Some applicability)	Very Good (Substantial applicability)	Excellent (Total applicability)

1.	Did the bidder demonstrate their ability to assure all personnel are trained and prepared to assume responsibilities during a multi-casualty incident (MCI) in accordance with County's MCI, ICS, and SEMS?	
2.	Did the list of disaster drills, exercises, and training programs the bidder participated in within the past year seem appropriate for the services to be provided?	
3.	Did the plan/policies for recalling personnel to staff additional vehicles during a MCI or disaster seem reasonable and appropriate?	
4.	Did the bidder demonstrate they are currently CAAS accreditation? If not a CAAS member, did the bidder demonstrate their commitment to obtain CAAS accreditation and plan for obtaining CAAS accreditation within 24 months?	
5.	Did the process for managing service inquiries and complaints seem reasonable and appropriate?	
6.	Did the service inquiry and complaint system, including cycle times for in-process measures, i.e., length of time from initial call to contacting complainant seem appropriate?	
7.	Did the Patient Satisfaction Program demonstrate the bidder's ability to complete qualitative and quantitative assessments for 911 ambulance care, transport services, and ALS provider level of care for patients?	
8.	Did the bidder's current role in public information and education seem appropriate for the services to be provided?	
9.	Did the public information and education plan, including timeline and measurements, seem reasonable and appropriate?	
10.	Did the intended policy for participation in community service programs seem reasonable?	
11.	Did the public outreach/education programs provided within the last year demonstrate the bidder's commitment to improve community health and education programs that emphasize preventative health?	

ORANGE COUNTY HEALTH CARE AGENCY  
 Contract Development and Management  
 Proposal Evaluation Form  
 911 Emergency Ambulance Transportation Services

Category: **MANAGEMENT**

Section L: Administrative Provisions

Total Score Section L: 0

Corresponds to: RFP Section II.J. (pages 44-51) and Section V.L. (page 65)

Rating Point Scale - Section L				
0 / No	1 / Yes	2	3	4
Poor (No applicability)	Adequate (Fair/limited applicability)	Good (Some applicability)	Very Good (Substantial applicability)	Excellent (Total applicability)

1.	Did the billing and collection system seem appropriate for services to be provided?	
2.	Did the copy of the "late notice" demonstrate professionalism in collecting late payments? (Yes or No)	
3.	Did the process to evaluate and improve the billing and collection system seem reasonable and appropriate?	
4.	Did the copy of the billing dispute policy or procedure seem reasonable and appropriate?	
5.	Did the method of billing (operated or subcontracted) that would be used for these services seem reasonable and appropriate?	

ORANGE COUNTY HEALTH CARE AGENCY  
 Contract Development and Management  
 Proposal Evaluation Form  
 911 Emergency Ambulance Transportation Services

Summary of Scores	Points Possible	Awarded Points
Section A - Experience and Qualifications	5	0
Section B - Functional Responsibility	5	0
Section C - Medical Administration	10	0
Section D - Clinical Levels/Staffing Req	2.5	0
Section E - Training	2.5	0
Section F - Operations	25	0
Section G - Emergency Response Communication Systems	5	0
Section H - Facilities, Supplies, and Equipment	5	0
Section I - Personnel	15	0
Section J - Data Management	10	0
Section K - EMS System/Comm Commitment	10	0
Section L - Administrative Provisions	5	0

Total Score 

100	0
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I certify the scores on this RFP Evaluation Form are my final and true scores.	
Evaluator Name	Date

911 Emergency Ambulance Transportation Services  
Request for Proposals  
Evaluation Scoring Allocations

Category Title	Total Weight	Maximum Points
<b>Credentials and Qualifications</b>	Pass/Fail	
<b>Core Requirements – Inspection</b>	Pass/Fail	
<b>Functional</b> - <i>Proposed Functional Responsibility</i>	5%	5.00
<b>Clinical &amp; Personnel</b> - <i>Proposed Medical Administration</i> - <i>Proposed Clinical Levels &amp; Staffing Requirements</i> - <i>Proposed Training</i> - <i>Proposed Data Management</i>	25%	10.00 2.50 2.50 10.00
<b>Operations</b> - <i>Provider Experience &amp; Qualifications</i> - <i>Operations</i> - <i>Emergency Response Communication Systems</i> - <i>Facilities, Supplies, and Equipment</i>	40%	5.00 25.00 5.00 5.00
<b>Management</b> - <i>Provider Personnel</i> - <i>Administrative Provisions</i>	20%	15.00 5.00
<b>EMS System &amp; Community</b> - <i>EMS System &amp; Community Commitment</i>	10%	10.00
<b>Total</b>	<b>100%</b>	<b>100.00</b>



1059 East Bedmar Street  
 Carson, California 90746  
 Office: (310) 835-9390  
 Fax: (310) 835-3926  
 Internet: americare.org



Sent Via Fax to: (714) 834-4450 and Via US Certified Mail, Return Receipt Requested

October 14, 2014

County of Orange/Health Care Agency  
 Contract Development and Management  
 405 W. 5th Street, Suite 600  
 Santa Ana, CA 92701-4637  
 Attn: Interim Division Manager  
 FAX: (714) 834-4450

Re: Letter of Protest of Award Related to Solicitation ID #OC2014-01 – Region B

Dear Interim Division Manager:

This letter shall serve as a written protest of award as set forth in the Notice of Intent to Award for Orange County Solicitation ID# OC2014-01 – Region B to CARE Ambulance Service.

AmeriCare MedServices, Inc. does hereby offer this award as set forth in the Notice of Intent to Award for Orange County Solicitation ID# OC2014-01 – Region B to CARE Ambulance Service.

On October 10, 2014, AmeriCare MedServices, Inc. submitted a Public Records Request for certain documents and records related to the above indicated Solicitation pursuant to the instructions indicated on Page 1 of the Notice of Non-Selection letter we received via e-mail on October 9, 2014 regarding the above indicated Solicitation. As of this writing (October 14, 2014, 2PM) we have not received any records that we requested. In the e-mail reply we received, we were advised that we would be provided with the "status of our request" on or before October 20, 2014, which fell short of a representation if or when we would receive the documents requested.

Our Public Records Request was made in order to submit this written protest. As set forth in the RFP for the above Solicitation, proposers were restricted to submit a written protest within five (5) days of the date of the Notice of Non-Selection and Intent to Award letter which is October 14, 2014. Yet, although in the letter, the Custodian of Records indicated that the records were available electronically, we are deprived of being availed those records until after our deadline to submit this protest has lapsed. Our Public Records Request and E-mail reply thereto from the HCA Custodian of Records is attached.

Therefore, AmeriCare reserves the right to amend this protest to include other complaints based on facts it may learn or become aware of upon receipt of all records we have requested pursuant to the instructions set forth in the Notice of Non-Selection that we received on 10/09/14 for Region B of the above indicated Solicitation.

AmeriCare so makes this written notice of reservation of our rights pursuant to the tenants of due process well-based in California law regarding administrative remedies such as during such protests/appeals processes as this one.

AmeriCare also notes, that because we have not been provided adequate time to review HCA related records and documents in order to permit a proposer to receive all such necessary documents to conduct even a cursory discovery in order to formulate all such applicable complaints, AmeriCare requests that it be granted the right to in fact amend this protest within a reasonable timeframe (but no less than five (5) days) of receipt of all requested records made in its Public Records Requested dated 10/10/14 to the HCA Custodian of Records.

As set forth in the Notice of Non-Selection and Intent to Award letter dated October 9, 2014, We are hereby submitting this written protest statement of the legal and/or factual grounds based on the limited facts we are aware of at this time as well as some general issues we believe may be cause for grievances but are not yet in receipt of enough factual information to make complete assertions thereof until we receive the requested information detailed in our HCA Public Records Request dated October 10, 2014:

1. Page 12 of the RFP indicates that the County intended to have five representatives from the following categories:
  - a. City Representative – EMS System Experience
  - b. County Representative – Non-OCEMS County EMS
  - c. Hospital Representative – Orange County Preferred
  - d. Physician/Nurse – Emergency Receiving & Specialty Center experience preferred
  - e. First Responder – Public Safety, First Responder, EMS Educator

AmeriCare has reason to believe the County may have deviated from these criteria as published in the RFP for this Solicitation. If true, we submit that such a deviation is grounds for our protest.

Until AmeriCare is provided with the names of the individuals of each evaluation panel member and assigned Region charged to review proposal submissions received, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. As we have been unable to determine if there was any potential conflicts of interest or reasons for protest based upon the selection of these individuals and potential need for them to recuse themselves.

2. Page 12 of the RFP indicates that five individual panels would be utilized and be subject to HCA Procurement guidelines.

AmeriCare has reason to believe the County may have deviated from these criteria as published in the RFP for this Solicitation. If true, we submit that such a deviation is grounds for our protest.

Until AmeriCare is provided with the names of the individuals of each evaluation panel member and assigned Region charged to review proposal submissions received, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. As we have been unable to determine if there was any potential conflicts of interest or reasons for protest based upon the selection of these individuals and potential need for them to recuse themselves.

3. Page 12 of the RFP indicates that the County would conduct a review of each evaluation panel member to determine that each individual selected had no financial or other conflict of interest with any of the responsive proposers.

AmeriCare has reason to believe that a conflict of interest may exist between at least one evaluation panel member and AmeriCare. We also have reason to believe that at least one evaluation panel member had an obligation to recuse himself to sit in evaluation of AmeriCare or any proposal from a competing proposer in each Region that AmeriCare was deemed to be a responsive proposer of.

Until AmeriCare is provided with the names of the individuals of each evaluation panel member and assigned Region charged to review proposal submissions received, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. As we have been unable to determine if there was any potential conflicts of interest or reasons for protest based upon the selection of these individuals and potential need for them to recuse themselves.

4. Page 13 of the RFP indicates that the County may conduct interviews and/or site visits with the Proposers.

We understand that the County did in fact conduct a site visit of CARE's primary facility proposed to serve Region B. However, the County did not conduct a site visit of AmeriCare's primary facility proposed to serve Region B.

How can a fair, unbiased evaluation be performed and completed without an equitable evaluation of all responsive proposer's offerings that were given consideration of any one proposer such as conducting a site visit and touring the proposed primary facility offering of one proposer for a Region but not the only other competing proposer in that Region?

AmeriCare asserts that the County failed to equitably evaluate AmeriCare's proposed facility offering (located at 11458 Knott St., Garden Grove, California 9284) indicated in our proposal for Region B.

5. AmeriCare has reason to believe that undue influence may have been exerted by one County supervisor whom has (or had) a financial interest in a law firm representing a relative of the chief of staff of that board office with whom AmeriCare is currently involved in litigation. The case involves an auto accident that occurred outside of Orange County. We understand that our accident ratios were taken into account or more so who we hit and undue influence rather than our safety record. This should not have affected our company as our safety record is among the best in the 911 ambulance industry for the area we service. In the last 16 or so years we have had 2 major accidents which is among or the best in the industry for our area. We have had 0 fatality accidents (unlike successful competitor) yet our accident was held against us since we happen to hit the wife's sister of a prominent county board member.

Until AmeriCare is provided with the records it has requested in its Public Records Request, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern.

6. AmeriCare has reason to believe that the evaluation panel may have deviated from the scoring and ranking criteria set forth and published in the RFP on Pages 13 and 14.

Until AmeriCare is provided with the records it has requested in its Public Records Request, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. And the scoring process may have been flawed.

7. AmeriCare asserts that the requirements set forth on pages 8 and 9 of the RFP that provides for a proposer to be capable of independently operate in each EOA for which it submitted a proposal, is unfair in as much as such a provision favored proposers with greater resources then needed in any one EOA because although each EOA was evaluated independently, a provider was prohibited from submitting proposals for multiple EOAs unless that provider had the capacity operate in all EOAs proposed, meaning that a provider that may have been interested in serving any one of the five (5) EOAs but only had the capability to serve one (1) of the five (5) EOAs, couldn't propose more than one (1) without running the risk of being deemed to be non-responsive and in eligible based on capacity. However, a larger provider (such as the proposer the County intends to award each EOA we submitted proposals for) had a greater advantage of proposing all five (5) and yet being only selected for three (3) EOAs. This resulted in that proposer gaining an advantage due to their current size and placed smaller

firms at a disadvantage. AmeriCare asserts this provision is unfair and offered our competitor an advantage that based on the intent of Awards, will realize benefit from as a result of the flaw in this procurement process provision.

8. Subsequent to the receipt of the Notices of Non-Selection for the Regions AmeriCare submitted proposal for, AmeriCare has become aware from at least two proposers in Region A (a Region AmeriCare did not submit a proposal to serve) that the County met with CARE and Emergency and asked each of them seven questions which were not consistent with the evaluation process and criteria set forth on pages 12 and 13 of the RFP.

AmeriCare has reason to believe that at least one if not all of the evaluators that participated in the evaluation of CARE in Region A also participated in the evaluation of both proposers in Region B.

Until AmeriCare is provided with the names of the individuals of each evaluation panel member and assigned Region charged to review proposal submissions received, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. As we have been unable to determine if there was any potential conflicts of interest or reasons for protest based upon the selection of these individuals and potential need for them to recuse themselves.

9. Mike Summers, has been grown up in OC and lived in Orange County his entire life with 27 years or so as an EMT in Orange County having licensed in 1997. AmeriCare has business for close to two decades and is locally owned and ran. The competitors have been bought and sold several times and now AMR has reestablished in OC after a failed attempt and having two fatalities (or near fatalities) at the hands of severely late ambulances in areas they had 911 control and obligation to deliver ambulances. Due to their lack of regard for public safety the Fullerton was pulled with a few hours' notice from them as the chief could no longer risk the lives and safety of their citizens on them yet they are now again entrusted with lives and safety through a successful bid rather than buying out a company. They purchased a company because they were to be ineligible to bid that time around due to the failure in Fullerton and generally the nationwide lack of regard for public safety but only driven by profit margins. Now Care has sold to an offshore oil company that is fairly new to the United States Ambulance business and a risky endeavor, but had deep pockets for the bidding process expecting to get paid back over the contract shipping the profits to foreign big oil interests. The focus of the two are not on what is best for Orange County but what is best for their bottom line providing the least possible to get by for maximum profits. After the 10 years of losses the County asked me to take my way into a profitable contract in OC by covering the only loss leader EOA (24 Villa park and canyons) with impossible response requirements and being ready and willing to do so in exchange for the 911 experience and build up into the profitable areas the companies making money all along were given the contracts. That just does not seem fair.
10. AmeriCare is the only current provider being given nothing; yet we were compliant and received high marks from OCFA and submitted them with our proposal. All EOAs individually. Why wasn't a company allowed to put its best foot forward for each EOA individually? Instead the smaller budget companies, like us, that could have ran 3 zones but not 5 were unable to bid all 5 in hopes for one two or three.

Until AmeriCare is provided with the records it has requested in its Public Records Request, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. And the scoring process may have been flawed.

#### Relieve Requested

AmeriCare does hereby request that one of the following two forms of relief be granted to AmeriCare:

1. CARE Ambulance Proposal for Region B is set aside and the next Proposer's proposal (AmeriCare's) be awarded. Or;
2. All proposals for Region B be rejected, new evaluation panels be formed (without involvement of any previous individual present during the previous panel evaluations were conducted) and new separate evaluations of each proposer's existing proposal for Region B be reviewed by the new evaluation panel, each proposer's proposed primary facility offering be visited by the evaluation panel, and each responsive proposer to be interviewed by the new evaluation panel and then scored and ranked pursuant to the terms set forth on Page 12 of the RFP. Or;
3. AmeriCare is paid an equivalent amount of 12-months of Revenue as depicted in the Awarded Proposer's Budget averaged which is based on the revenue projections for Years 1 to 3 as set forth in their proposal for Region B.

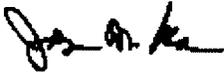
Protester Information

AmeriCare MedServices, Inc,  
1059 East Bedmar Street  
Carson, CA 90746  
Phone: (310) 835-9390 x167 – office / (714) 400-5725 - Cell  
Authorized Representative: Jim Karras, Vice President and Chief Operating Officer

Should you have any questions regarding this letter of protest, please direct all such questions to my attention via e-mail at [jkarras@americare.org](mailto:jkarras@americare.org) or via telephone at (714) 400-5725.

We thank you in advance for your assistance in completing this request.

Sincerely,



Jim Karras  
Vice President and Chief Operating Officer  
AmeriCare MedServices, Inc.

Attachments

CC: California Emergency Medical Services Authority



1059 East Bedmar Street  
Carson, California 90746  
Office: (310) 835-9390  
Fax: (310) 835-3926  
Internet: [americare.org](http://americare.org)



Sent Via Fax to: (714) 834-4450 and Via US Certified Mail, Return Receipt Requested

October 14, 2014

County of Orange/Health Care Agency  
Contract Development and Management  
405 W. 5th Street, Suite 600  
Santa Ana, CA 92701-4637  
Attn: Interim Division Manager  
FAX: (714) 834-4450

Re: Letter of Protest of Award Related to Solicitation ID #OC2014-01 – Region C

Dear Interim Division Manager:

This letter shall serve as a written protest of award as set forth in the Notice of Intent to Award for Orange County Solicitation ID# OC2014-01 – Region C to CARE Ambulance Service.

AmeriCare MedServices, Inc. does hereby offer this award as set forth in the Notice of Intent to Award for Orange County Solicitation ID# OC2014-01 – Region C to CARE Ambulance Service.

On October 10, 2014, AmeriCare MedServices, Inc. submitted a Public Records Request for certain documents and records related to the above indicated Solicitation pursuant to the instructions indicated on Page 1 of the Notice of Non-Selection letter we received via e-mail on October 9, 2014 regarding the above indicated Solicitation. As of this writing (October 14, 2014, 2PM) we have not received any records that we requested. In the e-mail reply we received, we were advised that we would be provided with the "status of our request" on or before October 20, 2014, which fell short of a representation if or when we would receive the documents requested.

Our Public Records Request was made in order to submit this written protest. As set forth in the RFP for the above Solicitation, proposers were restricted to submit a written protest within five (5) days of the date of the Notice of Non-Selection and Intent to Award letter which is October 14, 2014. Yet, although in the letter, the Custodian of Records indicated that the records were available electronically, we are deprived of being availed those records until after our deadline to submit this protest has lapsed. Our Public Records Request and E-mail reply thereto from the HCA Custodian of Records is attached.

Therefore, AmeriCare reserves the right to amend this protest to include other complaints based on facts it may learn or become aware of upon receipt of all records we have requested pursuant to the instructions set forth in the Notice of Non-Selection that we received on 10/09/14 for Region C of the above indicated Solicitation.

AmeriCare so makes this written notice of reservation of our rights pursuant to the tenants of due process well-based in California law regarding administrative remedies such as during such protests/appeals processes as this one.

AmeriCare also notes, that because we have not been provided adequate time to review HCA related records and documents in order to permit a proposer to receive all such necessary documents to conduct even a cursory discovery in order to formulate all such applicable complaints, AmeriCare requests that it be granted the right to in fact amend this protest within a reasonable timeframe (but no less than five (5) days) of receipt of all requested records made in its Public Records Requested dated 10/10/14 to the HCA Custodian of Records.

As set forth in the Notice of Non-Selection and Intent to Award letter dated October 9, 2014, We are hereby submitting this written protest statement of the legal and/or factual grounds based on the limited facts we are aware of at this time as well as some general issues we believe may be cause for grievances but are not yet in receipt of enough factual information to make complete assertions thereof until we receive the requested information detailed in our HCA Public Records Request dated October 10, 2014:

1. Page 12 of the RFP indicates that the County intended to have five representatives from the following categories:
  - a. City Representative – EMS System Experience
  - b. County Representative – Non-OCEMS County EMS
  - c. Hospital Representative – Orange County Preferred
  - d. Physician/Nurse – Emergency Receiving & Specialty Center experience preferred
  - e. First Responder – Public Safety, First Responder, EMS Educator

AmeriCare has reason to believe the County may have deviated from these criteria as published in the RFP for this Solicitation. If true, we submit that such a deviation is grounds for our protest.

Until AmeriCare is provided with the names of the individuals of each evaluation panel member and assigned Region charged to review proposal submissions received, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. As we have been unable to determine if there was any potential conflicts of interest or reasons for protest based upon the selection of these individuals and potential need for them to recuse themselves.

2. Page 12 of the RFP indicates that five individual panels would be utilized and be subject to HCA Procurement guidelines.

AmeriCare has reason to believe the County may have deviated from these criteria as published in the RFP for this Solicitation. If true, we submit that such a deviation is grounds for our protest.

Until AmeriCare is provided with the names of the individuals of each evaluation panel member and assigned Region charged to review proposal submissions received, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. As we have been unable to determine if there was any potential conflicts of interest or reasons for protest based upon the selection of these individuals and potential need for them to recuse themselves.

3. Page 12 of the RFP indicates that the County would conduct a review of each evaluation panel member to determine that each individual selected had no financial or other conflict of interest with any of the responsive proposers.

AmeriCare has reason to believe that a conflict of interest may exist between at least one evaluation panel member and AmeriCare. We also have reason to believe that at least one evaluation panel member had an obligation to recuse himself to sit in evaluation of AmeriCare or any proposal from a competing proposer in each Region that AmeriCare was deemed to be a responsive proposer of.

Until AmeriCare is provided with the names of the individuals of each evaluation panel member and assigned Region charged to review proposal submissions received, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. As we have been unable to determine if there was any potential conflicts of interest or reasons for protest based upon the selection of these individuals and potential need for them to recuse themselves.

4. Page 13 of the RFP indicates that the County may conduct interviews and/or site visits with the Proposers.

We understand that the County did in fact conduct a site visit of CARE's corporate office facility proposed to serve Region C. However, the County did not conduct a site visit of AmeriCare's corporate office facility proposed to serve Region C.

How can a fair, unbiased evaluation be performed and completed without an equitable evaluation of all responsive proposer's offerings that were given consideration of any one proposer such as conducting a site visit and touring the proposed corporate office facility offering of one proposer for Region C but not the only other competing proposer in that Region?

AmeriCare asserts that the County failed to equitably evaluate AmeriCare's proposed corporate office facility offering (located at 1059 East Bedmar St., Carson, California 90746) indicated in our proposal for Region C.

5. AmeriCare has reason to believe that undue influence may have been exerted by one County supervisor whom has (or had) a financial interest in a law firm representing a relative of the chief of staff of that board office with whom AmeriCare is currently involved in litigation. The case involves an auto accident that occurred outside of Orange County. We understand that our accident ratios were taken into account or more so who we hit and undue influence rather than our safety record. This should not have affected our company as our safety record is among the best in the 911 ambulance industry for the area we service. In the last 16 or so years we have had 2 major accidents which is among or the best in the industry for our area. We have had 0 fatality accidents (unlike successful competitor) yet our accident was held against us since we happen to hit the wife's sister of a prominent county board member.

Until AmeriCare is provided with the records it has requested in its Public Records Request, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern.

6. AmeriCare has reason to believe that the evaluation panel may have deviated from the scoring and ranking criteria set forth and published in the RFP on Pages 13 and 14.

Until AmeriCare is provided with the records it has requested in its Public Records Request, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. And the scoring process may have been flawed.

7. AmeriCare asserts that the requirements set forth on pages 8 and 9 of the RFP that provides for a proposer to be capable of independently operate in each EOA for which it submitted a proposal, is unfair in as much as such a provision favored proposers with greater resources then needed in any one EOA because although each EOA was evaluated independently, a provider was prohibited from submitting proposals for multiple EOAs unless that provider had the capacity operate in all EOAs proposed, meaning that a provider that may have been interested in serving any one of the five (5) EOAs but only had the capability to serve one (1) of the five (5) EOAs, couldn't propose more than one (1) without running the risk of being deemed to be non-responsive and in eligible based on capacity. However, a larger provider (such as the proposer the County intends to award each EOA we submitted proposals for) had a greater advantage of proposing all five (5) and yet being only selected for three (3)

EOAs. This resulted in that proposer gaining an advantage due to their current size and placed smaller firms at a disadvantage. AmeriCare asserts this provision is unfair and offered our competitor an advantage that based on the intent of Awards, will realize benefit from as a result of the flaw in this procurement process provision.

8. Subsequent to the receipt of the Notices of Non-Selection for the Regions AmeriCare submitted proposal for, AmeriCare has become aware from at least two proposers in Region A (a Region AmeriCare did not submit a proposal to serve) that the County met with CARE and Emergency and asked each of them seven questions which were not consistent with the evaluation process and criteria set forth on pages 12 and 13 of the RFP.

AmeriCare has reason to believe that at least one if not all of the evaluators that participated in the evaluation of CARE in Region A also participated in the evaluation of both proposers in Region C.

Until AmeriCare is provided with the names of the individuals of each evaluation panel member and assigned Region charged to review proposal submissions received, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. As we have been unable to determine if there was any potential conflicts of interest or reasons for protest based upon the selection of these individuals and potential need for them to recuse themselves.

9. Mike Summers, has been grown up in OC and lived in Orange County his entire life with 27 years or so as an EMT in Orange County having licensed in 1997. AmeriCare has business for close to two decades and is locally owned and ran. The competitors have been bought and sold several times and now AMR has reestablished in OC after a failed attempt and having two fatalities (or near fatalities) at the hands of severely late ambulances in areas they had 911 control and obligation to deliver ambulances. Due to their lack of regard for public safety the Fullerton was pulled with a few hours' notice from them as the chief could no longer risk the lives and safety of their citizens on them yet they are now again entrusted with lives and safety through a successful bid rather than buying out a company. They purchased a company because they were to be ineligible to bid that time around due to the failure in Fullerton and generally the nationwide lack of regard for public safety but only driven by profit margins. Now Care has sold to an offshore oil company that is fairly new to the United States Ambulance business and a risky endeavor; but had deep pockets for the bidding process expecting to get paid back over the contract shipping the profits to foreign big oil interests. The focus of the two are not on what is best for Orange County but what is best for their bottom line providing the least possible to get by for maximum profits. After the 10 years of losses the County asked me to take to work my way into a profitable contract in OC by covering the only loss leader EOA (24 Villa park and canyons) with impossible response requirements and being ready and willing to do so in exchange for the 911 experience and build up into the profitable areas the companies making money all along were given the contracts. That just does not seem fair.
10. AmeriCare is the only current provider being given nothing; yet we were compliant and received high marks from OCFA and submitted them with our proposal. All EOAs individually. Why wasn't a company allowed to put its best foot forward for each EOA individually? Instead the smaller budget companies, like us, that could have ran 3 zones but not 5 were unable to bid all 5 in hopes for one two or three.

Until AmeriCare is provided with the records it has requested in its Public Records Request, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. And the scoring process may have been flawed.

#### Relieve Requested

AmeriCare does hereby request that one of the following two forms of relief be granted to AmeriCare:

1. CARE Ambulance Proposal for Region C is set aside and the next Proposer's proposal (AmeriCare's) be awarded. Or;
2. All proposals for Region C be rejected, new evaluation panels be formed (without involvement of any previous individual present during the previous panel evaluations were conducted) and new separate evaluations of each proposer's existing proposal for Region C be reviewed by the new evaluation panel, each proposer's proposed primary facility offering be visited by the evaluation panel, and each responsive proposer to be interviewed by the new evaluation panel and then scored and ranked pursuant to the terms set forth on Page 12 of the RFP. Or;
3. AmeriCare is paid an equivalent amount of 12-months of Revenue as depicted in the Awarded Proposer's Budget averaged which is based on the revenue projections for Years 1 to 3 as set forth in their proposal for Region C.

Protester Information

AmeriCare MedServices, Inc,  
1059 East Bedmar Street  
Carson, CA 90746  
Phone: (310) 835-9390 x167 – office / (714) 400-5725 - Cell  
Authorized Representative: Jim Karras, Vice President and Chief Operating Officer

Should you have any questions regarding this letter of protest, please direct all such questions to my attention via e-mail at [jkarras@americare.org](mailto:jkarras@americare.org) or via telephone at (714) 400-5725.

We thank you in advance for your assistance in completing this request.

Sincerely,



Jim Karras  
Vice President and Chief Operating Officer  
AmeiCare MedServices, Inc.

Attachments

CC: California Emergency Medical Services Authority



1059 East Bedmar Street  
Carson, California 90746  
Office: (310) 835-9390  
Fax: (310) 835-3926  
Internet: americare.org



Sent Via Fax to: (714) 834-4450 and Via US Certified Mail, Return Receipt Requested

October 14, 2014

County of Orange/Health Care Agency  
Contract Development and Management  
405 W. 5th Street, Suite 600  
Santa Ana, CA 92701-4637  
Attn: Interim Division Manager  
FAX: (714) 834-4450

Re: Letter of Protest of Award Related to Solicitation ID #OC2014-01 – Region D

Dear Interim Division Manager:

This letter shall serve as a written protest of award as set forth in the Notice of Intent to Award for Orange County Solicitation ID# OC2014-01 – Region D to CARE Ambulance Service.

AmeriCare MedServices, Inc. does hereby offer this award as set forth in the Notice of Intent to Award for Orange County Solicitation ID# OC2014-01 – Region D to CARE Ambulance Service.

On October 10, 2014, AmeriCare MedServices, Inc. submitted a Public Records Request for certain documents and records related to the above indicated Solicitation pursuant to the instructions indicated on Page 1 of the Notice of Non-Selection letter we received via e-mail on October 9, 2014 regarding the above indicated Solicitation. As of this writing (October 14, 2014, 2PM) we have not received any records that we requested. In the e-mail reply we received, we were advised that we would be provided with the "status of our request" on or before October 20, 2014, which fell short of a representation if or when we would receive the documents requested.

Our Public Records Request was made in order to submit this written protest. As set forth in the RFP for the above Solicitation, proposers were restricted to submit a written protest within five (5) days of the date of the Notice of Non-Selection and Intent to Award letter which is October 14, 2014. Yet, although in the letter, the Custodian of Records indicated that the records were available electronically, we are deprived of being availed those records until after our deadline to submit this protest has lapsed. Our Public Records Request and E-mail reply thereto from the HCA Custodian of Records is attached.

Therefore, AmeriCare reserves the right to amend this protest to include other complaints based on facts it may learn or become aware of upon receipt of all records we have requested pursuant to the instructions set forth in the Notice of Non-Selection that we received on 10/09/14 for Region D of the above indicated Solicitation.

AmeriCare so makes this written notice of reservation of our rights pursuant to the tenants of due process well-based in California law regarding administrative remedies such as during such protests/appeals processes as this one.

AmeriCare also notes, that because we have not been provided adequate time to review HCA related records and documents in order to permit a proposer to receive all such necessary documents to conduct even a cursory discovery in order to formulate all such applicable complaints, AmeriCare requests that it be granted the right to in fact amend this protest within a reasonable timeframe (but no less than five (5) days) of receipt of all requested records made in its Public Records Requested dated 10/10/14 to the HCA Custodian of Records.

As set forth in the Notice of Non-Selection and Intent to Award letter dated October 9, 2014, We are hereby submitting this written protest statement of the legal and/or factual grounds based on the limited facts we are aware of at this time as well as some general issues we believe may be cause for grievances but are not yet in receipt of enough factual information to make complete assertions thereof until we receive the requested information detailed in our HCA Public Records Request dated October 10, 2014:

1. Page 12 of the RFP indicates that the County intended to have five representatives from the following categories:
  - a. City Representative – EMS System Experience
  - b. County Representative – Non-OCEMS County EMS
  - c. Hospital Representative – Orange County Preferred
  - d. Physician/Nurse – Emergency Receiving & Specialty Center experience preferred
  - e. First Responder – Public Safety, First Responder, EMS Educator

AmeriCare has reason to believe the County may have deviated from these criteria as published in the RFP for this Solicitation. If true, we submit that such a deviation is grounds for our protest.

Until AmeriCare is provided with the names of the individuals of each evaluation panel member and assigned Region D to review proposal submissions received, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. As we have been unable to determine if there was any potential conflicts of interest or reasons for protest based upon the selection of these individuals and potential need for them to recuse themselves.

2. Page 12 of the RFP indicates that five individual panels would be utilized and be subject to HCA Procurement guidelines.

AmeriCare has reason to believe the County may have deviated from these criteria as published in the RFP for this Solicitation. If true, we submit that such a deviation is grounds for our protest.

Until AmeriCare is provided with the names of the individuals of each evaluation panel member and assigned Region D to review proposal submissions received, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. As we have been unable to determine if there was any potential conflicts of interest or reasons for protest based upon the selection of these individuals and potential need for them to recuse themselves.

3. Page 12 of the RFP indicates that the County would conduct a review of each evaluation panel member to determine that each individual selected had no financial or other conflict of interest with any of the responsive proposers.

AmeriCare has reason to believe that a conflict of interest may exist between at least one evaluation panel member and AmeriCare. We also have reason to believe that at least one evaluation panel member had an obligation to recuse himself to sit in evaluation of AmeriCare or any proposal from a competing proposer in each Region that AmeriCare was deemed to be a responsive proposer of.

Until AmeriCare is provided with the names of the individuals of each evaluation panel member and assigned Region D to review proposal submissions received, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern.

As we have been unable to determine if there was any potential conflicts of interest or reasons for protest based upon the selection of these individuals and potential need for them to recuse themselves.

4. Page 13 of the RFP indicates that the County may conduct interviews and/or site visits with the Proposers.

We understand that the County did in fact conduct a site visit of CARE's primary facility proposed to serve Region D. However, the County did not conduct a site visit of AmeriCare's corporate office facility proposed to serve Region D.

How can a fair, unbiased evaluation be performed and completed without an equitable evaluation of all responsive proposer's offerings that were given consideration of any one proposer such as conducting a site visit and touring the proposed corporate office facility offering of one proposer for a Region D but not the only other competing proposer in that Region?

AmeriCare asserts that the County failed to equitably evaluate AmeriCare's proposed corporate office facility offering (located at 1059 East Bedmar St., Carson, California 90746) indicated in our proposal for Region D.

5. AmeriCare has reason to believe that undue influence may have been exerted by one County supervisor whom has (or had) a financial interest in a law firm representing a relative of the chief of staff of that board office with whom AmeriCare is currently involved in litigation. The case involves an auto accident that occurred outside of Orange County. We understand that our accident ratios were taken into account or more so who we hit and undue influence rather than our safety record. This should not have affected our company as our safety record is among the best in the 911 ambulance industry for the area we service. In the last 16 or so years we have had 2 major accidents which is among or the best in the industry for our area. We have had 0 fatality accidents (unlike successful competitor) yet our accident was held against us since we happen to hit the wife's sister of a prominent county board member.

Until AmeriCare is provided with the records it has requested in its Public Records Request, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern.

6. AmeriCare has reason to believe that the evaluation panel may have deviated from the scoring and ranking criteria set forth and published in the RFP on Pages 13 and 14.

Until AmeriCare is provided with the records it has requested in its Public Records Request, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. And the scoring process may have been flawed.

7. AmeriCare asserts that the requirements set forth on pages 8 and 9 of the RFP that provides for a proposer to be capable of independently operate in each EOA for which it submitted a proposal, is unfair in as much as such a provision favored proposers with greater resources then needed in any one EOA because although each EOA was evaluated independently, a provider was prohibited from submitting proposals for multiple EOAs unless that provider had the capacity operate in all EOAs proposed, meaning that a provider that may have been interested in serving any one of the five (5) EOAs but only had the capability to serve one (1) of the five (5) EOAs, couldn't propose more than one (1) without running the risk of being deemed to be non-responsive and in eligible based on capacity. However, a larger provider (such as the proposer the County intends to award each EOA we submitted proposals for) had a greater advantage of proposing all five (5) and yet being only selected for three (3) EOAs. This resulted in that proposer gaining an advantage due to their current size and placed smaller firms at a disadvantage. AmeriCare asserts this provision is unfair and offered our competitor an advantage that based on the intent of Awards, will realize benefit from as a result of the flaw in this procurement process provision.

8. Subsequent to the receipt of the Notices of Non-Selection for the Regions AmeriCare submitted proposal for, AmeriCare has become aware from at least two proposers in Region A (a Region AmeriCare did not submit a proposal to serve) that the County met with CARE and Emergency and asked each of them seven questions which were not consistent with the evaluation process and criteria set forth on pages 12 and 13 of the RFP.

AmeriCare has reason to believe that at least one if not all of the evaluators that participated in the evaluation of CARE in Region A also participated in the evaluation of both proposers in Region D.

Until AmeriCare is provided with the names of the individuals of each evaluation panel member and assigned Region D to review proposal submissions received, we cannot fully offer a reasonable and complete statement of the legal and/or factual grounds to serve as our protest for this area of concern. As we have been unable to determine if there was any potential conflicts of interest or reasons for protest based upon the selection of these individuals and potential need for them to recuse themselves.

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evaluations of each proposer's existing proposal for Region D be reviewed by the new evaluation panel, each proposer's proposed primary facility offering be visited by the evaluation panel, and each responsive proposer to be interviewed by the new evaluation panel and then scored and ranked pursuant to the terms set forth on Page 12 of the RFP. Or:

3. AmeriCare is paid an equivalent amount of 12-months of Revenue as depicted in the Awarded Proposer's Budget averaged which is based on the revenue projections for Years 1 to 3 as set forth in their proposal for Region D.

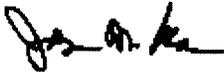
Protester Information

AmeriCare MedServices, Inc,  
1059 East Bedmar Street  
Carson, CA 90746  
Phone: (310) 835-9390 x167 – office / (714) 400-5725 - Cell  
Authorized Representative: Jim Karras, Vice President and Chief Operating Officer

Should you have any questions regarding this letter of protest, please direct all such questions to my attention via e-mail at [jkarras@americare.org](mailto:jkarras@americare.org) or via telephone at (714) 400-5725.

We thank you in advance for your assistance in completing this request.

Sincerely,



Jim Karras  
Vice President and Chief Operating Officer  
AmeiCare MedServices, Inc.

Attachments

CC: California Emergency Medical Services Authority



RECEIVED

OCT 15 2014

HCA CONTRACTS

October 15, 2014

Susie Kim  
 Division Manager Contract Services  
 Health Care Agency  
 County of Orange  
 405 W. 5<sup>th</sup> Street, Suite 600  
 Santa Ana, CA 92701-4637

**Re: Protest Relating to Request for Proposals for 9-1-1 County of Orange 9-1-1  
 Emergency Ambulance Transportation Services Request for Proposals (Solicitation  
 ID # OC2014-01) Region C and Region E**

Dear Ms. Kim:

Westmed Ambulance, Inc. d/b/a McCormick Ambulance ("McCormick") understands from the Health Care Agency's notices dated October 9, 2014 that McCormick was not recommended as the provider for Region C and Region E. McCormick respectfully protests the granting of Region C to Care Ambulance and Region E to Doctor's based on the grounds set forth below.

## **I. INTRODUCTION**

McCormick Ambulance has been providing emergency ambulance services to southern California for over 50 years and has participated in multiple 911 RFP processes throughout the state. McCormick believes that the RFP process was flawed and we respectfully submit that the evaluators failed to properly evaluate proposals based on the RFP rules. We agree with the rational set forth in Doctor's ambulance protest letter to the County and set forth the same contention as stated therein. Our specific objections to the recommendation and the process used to reach it were stated in the Doctor's letter and are detailed below:

## **"II. THE EVALUATORS DISREGARDED THE EXPLICIT RFP RULES FOR SCORING**

*California cases have uniformly required that public agencies must follow the terms of their RFPs. Schram Construction, Inc., v. The Regents of University of California et al. (2010) 187 Cal. App. 4th 1040, citing Pozar v. Department of Transportation (1983) 145 Cal. App. 3d 269. A public agency must comply with the requirement in its bid solicitation concerning how a bid amount is to be calculated. Id. Further, public agencies must notify prospective bidders of all criteria it will consider in evaluating bids. Id. RFPs should "clearly provide potential bidders with notice about the conditions under which a bid will be selected." Konica Business Machines U.S.A. v. Regents of the Univ. of Cal. (1988), 253 Cal.Rptr. 591*

*The RFP explicitly listed seven (7) categories that evaluators would score proposers. The first two categories were scored pass/fail and the next five categories were scored with different amount of possible points per category with all five categories totaling 100 possible points. Specifically, the categories and their possible points were set forth in the RFP as:*

# McCORMICK

AMBULANCE SERVICE

A Westmed Company

Category Title	Total Weight
Credentials and Qualifications	Pass/Fail
Core Requirements – Inspection	Pass/Fail
Functional Responsibility	5%
Clinical & Personnel	25%
Operations	40%
Management	20%
EMS System & Community	10%
<b>Total</b>	<b>100%</b>

POINTS POSSIBLE PER CATEGORY					
Rating	Poor	Adequate	Good	Very Good	Excellent
Functional Responsibility	0	1.25	2.50	3.75	5
Clinical & Personnel	0	6.25	12.50	18.75	25
Operations	0	10	20	30	40
Management	0	5	10	15	20
EMS System & Community	0	2.5	5	7.5	10

See, RFP at Section I.F., pp.13-14. The RFP states that “[p]er EMSA direction and OCEMS requirements, selection of a Proposer for each EOA will be based solely on the highest proposal score as determined by the evaluation committee. The total number of points earned will be tallied for each Proposal, and the proposals will be ranked in order of the highest to lowest scores.” (emphasis added.) Thus, the manner in which points were awarded, allocated and tabulated by the evaluators determined which proposers were successful and which ones were not.

Yet, the evaluators did not score proposers based on these very clear scoring categories and rules in the RFP. Instead, the evaluators scored proposers using 12 categories – some of which were entirely new and some of which were deviations. Specifically, the actual scoring sheets identified the scoring categories as:

PANEL 1 - EOA REGION A	
Summary of Scores	Points Poss. base
Section A - Experience and Qualifications	5
Section B - Functional Responsibility	5
Section C - Medical Administration	10
Section D - Clinical Levels/Staffing Req	2.5
Section E - Training -	2.5
Section F - Operations	25
Section G - Emergency Response Communication Systems	5
Section H - Facilities, Supplies, and Equipment	5
Section I - Personnel	15
Section J - Data Management	10
Section K - EMS System/Comen Commitment	10
Section L - Administrative Provisions	5
<b>Total Score</b>	<b>100</b>

13013 Greenleaf Blvd

Chico, CA 95926

916-219-1770 Ph

408-219-1770 Fax

www.westmedambulance.com

See, Scoring Sheets, County of Orange Memorandum, dated October 10, 2014, attached as Exhibit 1. It is easy to see that the actual scoring sheets are very different than the RFP categories. There are 6 new categories on the actual scoring sheets:

- Section C – Medical Administration (10 points)
- Section E – Training (2.5 points)
- Section G – Emergency Response Communication Systems (5 points)
- Section H – Facilities, Supplies and Equipment (5 points)
- Section J – Data Management (10 points)
- Section L – Administrative Provisions (5 points)

These new categories – which proposers were in the dark on – represent a staggering 37.5 points or 37.5% of the points available on the actual scoring sheets.

Additionally, all categories on the actual scoring sheets were scored by the evaluators with points while two original categories in the RFP scheduled to be Pass/Fail. Contrary to the RFP, the Pass/Fail category “Credentials and Qualifications” is scored with a maximum of 5 points and the Pass/Fail category of “Core Requirements – Inspection” is omitted altogether by evaluators. See generally, Exhibit 1. This omission presents the unfortunate situation of the public left wondering whether a winning proposer passed or failed the core requirements of the RFP. Other evaluator deviations from the express rules in the RFP to the actual scoring sheets include:

- The Operations category in the RFP has 40 possible points but the actual scoring sheets reduce the maximum possible points to 25;
- The Clinical Level category in the RFP has 25 possible points but the actual scoring sheets reduce the maximum possible points to 2.5;

One of the key elements of a fair and effective public procurement process is sufficient information in the procurement documents such that the proposers can tailor their proposals to meet the criteria identified by the awarding agency. The most effective way for a proposer to discern what is “important” is by the points given to each category or service requested. The things that the public agency places a high value have more points and those with less impact have lower points assigned. Here, the proposers were unable to do so due to the wholesale changes in the scoring criteria after the bids were submitted. The following example illustrates the problem. Assume that a proposer chose to allocate a disproportional share of its proposal to Operations based on the 40% weighting of that category in the RFP. When the points assigned to that category changed to 25%, the proposer’s bid may have devoted insufficient resources to other categories that now had a higher weighting. This is especially unfair given that the RFP requires that the County award the contract to the proposer with the highest point score. If unsuccessful bidders had known of the changes to the evaluation process, they would have revised their proposals.

From the illustrations above, it is clear that the evaluation panels which determined the successful proposers used an entirely different set of qualitative criteria, with different quantitative weightings, than the criteria and weightings the proposers were told to address and expect in the RFP. Respectfully, the proposers prepared for one test but were graded on another test altogether.

In light of the importance of the point allocation, the evaluators should have taken pains to assure that the points were awarded in a uniform and evenhanded manner, consistent with the methodology dictated by the RFP. Instead, however, the evaluators inexplicably invalidated the process by changing the

# **McCORMICK**

## **AMBULANCE SERVICE**

categories awarded to proposers were evaluated and the weightings given to the points awarded in those categories. It also eliminated the "pass/fail" grading which the RFP required.

Given the material changes to scoring criteria, the County must now reject all proposals and issue a new RFP to ensure a competitive and fair process.

### **III. THE EVALUATORS VIOLATED THE CALIFORNIA EMS ACT REQUIREMENT FOR A FAIR AND COMPETITIVE PROCESS**

The California EMS Act requires a fair and competitive process. See Health & Safety Code Section 1797.224. The State EMS Agency reviews each proposed RFP to ensure that the RFP is designed to be fair and competitive including, an evaluation of the scoring the criteria used to award the RFP. These requirements are designed to ensure the best proposer is selected as ultimately public health, safety and welfare is at stake with this critical public safety service. Because the evaluators materially deviated from the scoring criteria that had been approved by the State EMS Agency, they violated the California EMS Act. Given this, the County must now reject all proposals and issue a new RFP to ensure a competitive and fair process.

### **IV. THE FAILURE TO RELEASE ALL PUBLIC RECORDS BEFORE THE PROTEST DEADLINE INHIBITS A PROPOSER'S ABILITY TO PROTEST**

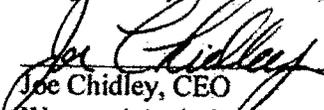
Respectfully, we protest the timing elements of the protest process based on the County's issuance of the Notice of Intent. See Notice of Intent and Email from Susie Kim, attached as Exhibit 2. First, we believe the County's RFP process with a protest deadline of five (5) days, while not illegal, certainly undermines the RFP process by making it next to impossible for a proposer to file a protest.

Secondly, the County has not afforded the proposers due process because public records have not yet been released. There may be additional public records which provide other protest grounds or supplement the grounds set forth above. In light of the foregoing, we reserve the right to supplement this bid protest upon release by the County of records through our Public Records Request, even though that will not occur until after the deadline for submission of protests has passed."<sup>1</sup>

### **V. CONCLUSION**

As set forth above, McCormick believes the RFP process disregarded its own rules, violated the California EMS Act and should be thrown out and started over. If you would like to contact me or have any questions, please do not hesitate to call me at 562-254-2548.

Respectfully submitted,

  
\_\_\_\_\_  
Joe Chidley, CEO  
Westmed Ambulance, Inc, d/b/a McCormick Ambulance

Cc: Daniel Smiley, California EMS Agency

<sup>1</sup> Quoted text from Herren Enterprises, Inc. d/b/a Doctor's Ambulance Service's protest letter dated October 15, 2014 relating to the request for proposals for 9-1-1 County of Orange 9-1-1 emergency ambulance transportation services request for proposals (solicitation ID # OC2014-01).



## CITY OF LAGUNA HILLS

*City Manager*

October 17, 2014

Interim Division Manager  
Health Care Agency  
Contract Development and Management  
County of Orange  
405 W, 5<sup>th</sup> Street, Suite 600  
Santa Ana, CA 92701-4637

**RE: REQUEST FOR PROPOSALS FOR 9-1-1 EMERGENCY AMBULANCE  
TRANSPORTATION SERVICES**

Dear Interim Division Manager:

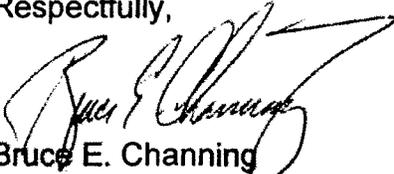
It has come to my attention that there may be one or more protests filed over the Health Care Agency's recent selection of 9-1-1 Emergency Ambulance Transportation Service Providers. As City Manager of the City of Laguna Hills, I have been following your Agency's RFP process over the past year. I also have a good working knowledge of the RFP selection processes conducted over several previous cycles of Emergency Ambulance Service contracts. To that point, I will readily acknowledge that an undertaking of this magnitude and consequence is seldom accomplished without some measure of disgruntlement by the many interested parties. That is why I believe it is of paramount importance that the entire RFP and selection process be conducted in a fair, impartial and transparent manner that cannot be discredited. Sadly, I'm not sure that assurance can be made in this instance.

After making a cursory review of the rating process undertaken by your agency, it would appear that you have failed to conduct the process in the aforementioned manner. If the rating categories listed in the RFP were not identical to the rating categories used to score the proposals, then that hardly seems fair to the companies bidding for the work. If the rating values assigned to the rating categories listed in the RFP were not the same values used to score the proposals, then that doesn't appear fair either. If the RFP respondents were not invited to an oral interview for the purposes of clarification and/or enhanced understanding of their written proposals and qualifications for the

work, that seems highly uncommon and improper in the context of best business practices. Finally, if the RFP submittal process, rating criteria or rating values were changed in anyway without notice to the participants, after the submittals were received, that is not transparent conduct.

For the sake of all those affected by the outcome of your 9-1-1 Ambulance Transportation Selection Process, I respectfully recommend that you immediately address the expressed concerns, the formal protests, and clear appearance of a failed effort. At a minimum, I suggest that you invite an independent third party to review your entire RFP Selection Process and report the results of that review publicly at a regularly scheduled meeting of the Orange County Board of Supervisors. Everyone deserves to know if the selection process was or was not tainted by irregularities or improprieties. Additionally, participating Ambulance Companies deserve to know, beyond a shadow of a doubt whether or not the process was both fair and impartial. In this era of public transparency, it is the least you can do to remove the cloud of mistrust that currently hangs over this selection process.

Respectfully,



Bruce E. Channing  
City Manager

- c: Susie Kim, County of Orange
- Supervisor Janet Nguyen, First District
- Supervisor John Moorlach, Second District
- Supervisor Todd Spitzer, Third District
- Supervisor Shawn Nelson, Fourth District
- Supervisor Pat Bates, Fifth District
- Christopher Macon, City of Laguna Woods
- Rod Foster, City of Laguna Niguel
- David Doyle, City of Aliso Viejo
- Doug Chotkevys, City of Dana Point
- Laguna Hills City Council