

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

**2020-2022**

**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 September 1, 2020, through August 31, 2022.

The parties agree that if either side wishes to begin labor negotiations for a successor MOU within twelve (12) months prior to the expiration of this MOU, it may request to do so and the other party will agree to start the negotiations process no later than sixty (60) days after such request.

## **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 approved by the Orange County Fire Authority Board of Directors.

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## 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.

**BASE RATE OF PAY** shall mean an employee's hourly rate of pay as determined by their step with the employee's salary classification table.

**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 bureau or department within the Authority (for example, Deputy Chief, Assistant Chief, or Director).

**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 workweek.

**ELIGIBLE FORMER EMPLOYEE** shall mean an employee who meets the coverage and participation requirements set forth in the Retiree Medical Plan at the time of his/her termination of employment with the Authority.

**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 the Retiree Medical Plan, and whose coverage has not been terminated under the Retiree Medical Plan.

**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.

**FLSA** shall mean the Fair Labor Standards Act.

**FORCE HIRE** – When an employee without availability is required (forced) to work in order to maintain minimum staffing levels.

**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.

**HELD ON DUTY** – Time for which an employee who would normally be going off-duty and who is ordered to remain at work due to emergency activity and staffing needs. Held on duty is ordered by the Operations Chief or Duty Chief. This time will be paid at the premium overtime rate of time and one half. Held on duty is considered involuntary overtime and is used for up to 3 hours and 59 minutes. Held on duty time will not be added to the employee's force hire accumulation. Held on duty for more than four hours is considered a force hire.

**HOLDOVER** – Time encountered while waiting for relief to release the employee from work. Holdover time is considered involuntary overtime and is used for up to 3 hours and 59 minutes. Holdover time will be paid at the premium overtime rate of time and one half. Holdover incurred for more than four hours is considered a force hire.

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

**IAFF** shall mean International Association of Fire 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.

**MOU** shall mean Memorandum of Understanding.

**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.

**OCFPA** shall mean Orange County Professional Firefighters Association, IAFF - Local 3631, approved by the International Association of Fire Fighters as the successor to Local 1014.

**PAY PERIOD** is the regularly recurring two week period over which employee's time is recorded and paid.

**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, premium overtime shall be paid by the Authority for actual hours worked as well as all authorized paid leave time.

**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.

**REGULAR RATE OF PAY** shall mean the overtime rate for non-exempt employees per the FLSA. It includes the base rate plus additional remuneration paid to employees.

**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. For such employees, their regular shift is 24 hours.

**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

1. Employees Assigned to the 56-Hour Average Workweek

Employees assigned to the 56-hour average workweek shall be based on a three (3) platoon schedule. The work period for purposes of calculating overtime shall be a twenty four (24) day FLSA work period in accordance with Section 7(k) of the FLSA. Pursuant to the FLSA, hours worked (which the parties have defined below in Section 1.B to include paid leave hours) which exceed one hundred and eighty two (182) hours in the 24 day work period shall be premium overtime paid in accordance with FLSA.

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 shall be fourteen (14) calendar days in accordance with Section 7(k) of the FLSA – (fire protection for all except law enforcement for investigators). These employees shall be entitled to two (2) regularly scheduled consecutive calendar days off and shall receive premium overtime for hours worked in excess of eighty (80) hours in each fourteen (14) day pay period. The FLSA work period shall run concurrently with the pay period.

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.

a. 9/80 or 4/10 work schedule for employees assigned to staff positions

- i. Based on operational needs, the Authority shall determine which staff positions are eligible to work a 4/10 work schedule, in lieu of the regularly assigned 9/80 work schedule.
- ii. If a position is eligible to work a 4/10 schedule, the employee occupying the position will be given the option to select the 4/10 work schedule or remain on his/her current 9/80 work schedule.
- iii. The Authority has the right to terminate an employee's 4/10 work schedule if the Authority determines the employee is not performing to the expected standards and a different work schedule is warranted.

B. Hours Worked – All Employees

All paid hours shall count as time worked for the purposes of calculating premium overtime.

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

All employees assigned to the average of a 56-hour workweek shall be assigned to the 48/96 work schedule. The 48/96 work schedule will have each platoon (A, B and C) scheduled to work two (2) twenty-four hour shifts followed by four (4) twenty-four hour shifts off. 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. 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 as 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.

D. Except as otherwise provided, no employee shall be employed in one or more positions 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.

E. The normal start of the workday for employees assigned to shift work shall be 0800 hours. Early relief is authorized with supervisor's approval as provided by 29 CFR Section 553.225.

F. The normal start of the workday for employees assigned to staff shall be established by the Department Head; however, there shall be no split shifts for staff employees.

**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. There will be a morning, lunch, and afternoon break at the discretion of the Fire Captain.

1. While not mandatory, as a best practice and general guideline, the normal non-emergency workday will be between 0700 hours and 1700 hours inclusive of breaks and lunch.
2. Employees will be allowed to conduct physical fitness training (PT) as further described in AM 101.12 (Physical Fitness Program Procedures). Furthermore, AM 101.12 will not be changed during the term of this MOU without mutual agreement.

B. Personnel assigned to strike teams or overhead assignments 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 or assignment. 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.

**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 56-hour duty week for all salary and benefits described within this MOU. Computations for salary, vacation, sick leave, premium pay, overtime pay, retirement benefits, and specialty pay shall be based upon the average weekly hours of fifty-six (56) hours per week.

Employees assigned the average of 56-hour workweek shall be compensated for each 24 day FLSA work period for hours worked (as defined in this MOU in Article I, Section 1(B)). Regardless of the 24 day FLSA work period, employees will be paid every 14 days, based on each 14 day pay period. Computations for salary, vacation, sick leave, premium pay, overtime, retirement benefits, and specialty pay shall be based upon each fourteen (14) day pay period.

- B. Employees assigned to a 40 hour workweek that are required to work overtime due to an emergency incident (except as noted below in B.1) shall continue to be paid at the staff rate of pay provided the employee is performing their "regularly assigned" staff duties at the emergency incident.

40-hour workweek employees who are assigned to a paramedic van/squad; fire engine or truck; or fire line suppression duties during these emergency incidents shall be paid at the suppression rate beginning at the conclusion of their scheduled end time for the day the emergency occurs and for all regularly assigned hours during the emergency while performing paramedic van/squad; fire engine or truck; or fire line suppression duties. Employees working an average 56-hour workweek will continue to be paid at the suppression rate regardless of duties assigned during the emergency.

Employees assigned to a 40-hour workweek (except Hand Crew Firefighters and Heavy Fire Equipment Operators) that are requested by a Federal, State or local agency to support an out of county incident will be paid at the suppression rate of pay portal to portal.

1. "Regularly assigned" staff personnel shall include positions that continue to perform tasks that are included as part of their current day to day responsibilities on a full or part time basis. It is not intended to include all Incident Command System (ICS) positions, supporting the Emergency Operations Center/Department Operations Center (EOC/DOC) or previously working in one of the staff positions. Examples would include, but not limited to, Training Officers, EMS positions, Administrative Captains assigned to Division Chiefs, EOC Administrative Captain, Public Information Officer, Fire Investigators, Heavy Fire Equipment Operators, Hand Crew Firefighters, Hand Crew Supervisors, and Superintendent that continue to perform their regular duties.

#### **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 (SOP HR.03.10 Staffing Procedures).
  
- C. Payment for Overtime
  - 1. Overtime for staff employees assigned to a forty (40) hour workweek shall be compensated at one and one-half (1.5) times the regular rate of pay. 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 regular rate of pay as determined by Section 1.A.1 and 1.A.2 of this Article.
  - 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.
  - 3. Unless waived by the parties, employees' work schedules shall not be changed when the purpose of such change is to avoid overtime.
  - 4. 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.
  - 5. A shift employee working an overtime assignment as described in Section 4.C.4 of this Article, who is directed to respond to an emergency shall be paid for overtime related to the emergency in accordance with Section 3.A of this Article.
  - 6. The Authority agrees to pay all backfill and overtime pay in accordance with the FLSA which shall be paid at one and one half (1.5) times the employee's regular rate of pay. All overtime earned during the work period shall be paid by the pay day following the end of the work period. Notwithstanding the previous sentence, overtime hours worked during a 14 day pay period which are included in the 24 day FLSA work period will be paid on the pay day following the pay period when the work is performed.
  
- D. Dual Reporting for Overtime

1. Dual reporting situations are not subject to the call-back provisions of Section 6.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. Overtime Distribution**

1. The parties agree that the procedures covering the distribution of overtime to employees in the Unit are thoroughly and satisfactorily covered in the OCFA Standard Operating Procedures HR.03.10 (Staffing Procedures)
2. Any changes, revisions or modifications to the OCFA Standard Operating Procedures HR.03.10 will necessitate a meet and confer and mutual agreement between the OCFA and OCPFA. Disputes regarding the misinterpretation or misapplication of the provisions contained in SOP HR.03.10 shall be subject to the grievance procedure of this MOU.

**Section 6. 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 base rate of pay rate for such assignment. When called back, employees shall not receive on-call pay during the hours called back.
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 6.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.
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.
5. Call-back for employees assigned to a forty (40) hour workweek shall be paid at one and one-half (1.5) times the base rate of pay, except that call-back to perform suppression activities shall be paid at the employee's base rate of pay as determined in accordance with Section 3.B of this Article.
6. Call-back shall be paid at the employee's base rate of pay.

**Section 7. Employee Work Schedule While Instructing or Attending Training**

1. A shift employee who instructs or 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 compensatory time off for the remainder of the 24-hour shift rather than return to duty.
2. A shift employee who instructs in or 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 per this MOU.
3. A staff employee who instructs in or is 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 per this MOU.
4. When a shift employee instructs in or 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 per this MOU.

5. When a shift employee instructs in or 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. There shall be 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. An employee shall be reimbursed for mileage for training (as an instructor or attendee) 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 or instruct training classes.

**Section 8. Employee Work Schedule While Instructing or Attending an Academy Hosted by OCFA**

1. If the BC, FC, FAE or FF academy is going to occur for more than one (1) week and employees will be working a 4/10 schedule, the instructors and attendees (except Firefighter Trainees) will receive the three (3) days immediately prior to the academy as days off.
2. If the academy is going to occur for more than one (1) week and employees will be working a 9/80 schedule, the instructors and attendees (except Firefighter Trainees) will receive the two (2) days immediately prior to the academy as days off.
3. If the academy is going to occur for more than one (1) week and employees will be working a 5/40 work schedule (five eight-hour days in the workweek), the instructors and attendees (except Firefighter Trainee) will receive the two (2) days immediately prior to the academy as days off.
4. Employees will not be compensated for the three (3) or two (2) days off prior to the academy or be required to use leave balances.
5. Instructing or attending the academy will not impact the triad (three (3) pay periods) balancing, but will not guarantee FLSA or overtime.
6. OCFA will authorize backfill for any regularly scheduled shift that occurs during the three (3) or two (2) days off prior to the academy.
7. Upon completion of the academy, the participants and attendees will immediately return to their assigned shift.

## ARTICLE II

### PAY PRACTICES

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

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

#### **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 hired 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 fifty-two (52) weeks of service within that class. The granting of an Official or a Military Leave of Absence 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, Military Leave in excess of fifteen (15) calendar days, 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.
- C. 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.
- D. Merit increases may be granted for one (1), two (2), three (3), or four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step increase.

- E. 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.
- F. 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.
- G. 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.
- H. There shall be no changes to the employee performance evaluations and/or the merit process without mutual agreement during the term of this MOU. However, performance evaluations are a mandatory subject of bargaining and therefore can be modified following the meet and confer process for a successor MOU.

**Section 4. Salary on Promotion**

- A. Except as modified by Section 4.B, Section 4.C and Section 4.D 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 one half percent (5.5%) 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 one half percent (5.5%) pay increase on the range over the salary received prior to the promotion, not to exceed the top step of the range
- D. A Firefighter Trainee who promotes to probationary Firefighter upon successful completion of the Firefighter Basic Training Recruit Academy shall have a merit increase eligibility date of fifty-two weeks 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. 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.

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 an employee is reduced to a position in a lower class for 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

### Years of Full-Time Continuous Service

### Duration of Y-Rate

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 Association 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 with the Fire Authority or a fire agency that the OCFA assumed fire protection responsibility for, who has completed probation as a Firefighter at the time of application.

In addition to the years' experience requirement above, an applicant seeking promotion to Fire Apparatus Engineer must have completed the formalized OCFA Fire Apparatus Engineer Development Series (Class 1 – 4) or must have completed Driver Operator 1A and 1B at the time of application. Proof of documentation is required.

- 2. Fire Captain: Five (5) years' experience as a full-time career Firefighter or Fire Apparatus Engineer with the Fire Authority or a fire agency that the OCFA assumed fire protection responsibility for, or a combination of the two, who has completed probation as a Firefighter at the time of application.

In addition to the years' experience requirement above, an applicant seeking promotion to Fire Captain must meet basic proficiency skills by any one of the following:

- a. The applicant is a current Fire Apparatus Engineer with the OCFA;
- b. The applicant is on a current Fire Apparatus Engineer promotional list;

- c. The applicant has completed the formalized OCFA Fire Apparatus Engineer Development Series (Class 1-4); Individuals who meet the minimum qualifications to participate in the Fire Captain promotional process will be authorized to receive compensation for off-duty attendance at these classes.
  - d. In addition to meeting at least one of the basic proficiency skills listed in a-d, an applicant must have completed either the eight (8) California State Fire Marshal Fire Officer courses prior to 01/01/2017 or the five (5) current California State Fire Marshal Company Officer courses. Proof of documentation is required.
  - e. The applicant must be qualified to open an Engine Boss (ENGB) task book. Proof of documentation is required.
3. Service years for years for transitioned employees from consolidated agencies (i.e., Santa Ana and Garden Grove) count towards years of experience.
- 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.
  5. The promotional eligibility list will be established in rank order and promotions will occur in rank order. The promotional eligibility list will remain in effect for

a period of one (1) year from the date of establishment or until all names on the list are exhausted. The eligibility list may be extended by mutual agreement of the parties.

- 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, an 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. For example, if an employee was hired on Friday, October 9, 2020, his/her probationary period ends at 11:59 p.m. on Thursday, October 7, 2021.

- 2. 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.
- 3. It is desirable for all probationary firefighters to obtain the Firefighter Endorsement on their driver's license during their probationary period. Upon completion of the DMV exam, the Authority will compensate the employee for time required to take the DMV exam, not-to-exceed two hours.

- B. Promotional Probation

- 1. A full-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.

- a. A full-time employee shall be placed on promotional probation for fifty-two (52) weeks from the date of promotion. For example, if an employee was promoted on Friday, October 9, 2020, his/her probationary period ends at 11:59 p.m. on Thursday, October 7, 2021.
- b. When an Authority employee who is employed in a classification not covered by the provisions of this MOU 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.

- c. When a full-time employee promotes from Firefighter Trainee to another class covered by the provisions of this MOU, such employee shall be placed on promotional probation for fifty-two (52) weeks from the date of promotion.
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 MOU, 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.
5. It is agreed that there will be no changes to the promotional probation process during the term of this MOU without mutual agreement.

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 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 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.
- 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) (the employee or the OCPFA) shall bear the full cost of the arbitrator starting with the fourth appeal to arbitration.
- 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
- B. The parties agree that transfers will be conducted according to Standard Operating Procedure (SOP) HR. 03.04 (Employee Transfer). The parties further agree that there shall be no changes or alterations made to those portions of SOP HR. 03.04 that are within the scope of representation of OCPFA during the term of this MOU without mutual agreement of the parties.

#### **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.
- D. The Fire Authority agrees that there will be no changes to the present shift exchange policy or practices during the term of this MOU without mutual agreement.

**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; 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 created upon each employee's separation.
- I. 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.
- J. 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.
- K. There shall be no changes or alterations made to these Seniority List Procedures described herein.

**Section 8. Contents of Personnel File**

- A. A firefighter shall not have adverse comments entered in his or her personnel file, or any other file used for any personnel purposes by the Authority, without the firefighter having first read and signed the document containing the adverse comment to indicate he or she is aware of the comment. However, the document containing the adverse comment may be placed into the personnel file if, after reading the document the firefighter refuses to sign it. The Authority shall note the firefighter's refusal on that document and that notation shall be signed or initialed by the firefighter.
- 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.

**Section 9. Tobacco Products**

All employees hired after September 1, 2016 are not permitted to use tobacco products on or off duty.

## 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 eligibility 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 MOU 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 as well as other legally recognized protected classes addressed by state and/or federal law or for participating in or refusal to participate in protected, concerted Union activities.

## **Section 7. Transition of Employment**

The following are provisions regarding the transition of employees from other public fire service agencies that previously provided fire services within Orange County to employment with the Authority:

- A. 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 (2) year period shall not be considered a break in service, nor shall such suspensions and leaves of absence be credited toward continuous employment.
- B. All employees transitioning to Authority employment into positions covered by this MOU as the result of 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.
- C. Transitions into positions will be as follows:
  - 1. The most senior employees transitioning to Authority employment into positions covered by this MOU equal in number to the number of OCFA positions created as the result of 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 this MOU, with the following exceptions:
    - a. Rights for any transitioning employee serving new probation at the time of transition to use their continuous employment with the transitioning public fire service agency to qualify toward the completion of new probation with the Authority in accordance with Article III, Section 3.A.1 of this MOU.
    - b. The remaining employees transitioning to Authority employment into positions covered by this MOU shall receive full credit for their continuous employment with the public service agency from which they are transitioning, one by one, as specified under Section 7.C.1, when a more senior employee who transitioned from the same fire service agency and has received seniority credit pursuant to Section 7.C.1, leaves employment with the OCFA. The employee with the greatest amount of continuous employment with the same transitioning fire service agency from which they transitioned shall have first rights to the benefits provided by this subparagraph.

**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**

YEARS OF COMPLETED CONTINUOUS SERVICE	HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE	ANNUAL ACCRUAL
From date of employment but less than 3 years	1 through 6,240.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid	Approximately 72 hours per year
After 3 years	6,240.01 or more regularly scheduled hours	0.04963 hours for each regularly scheduled work hour paid	Approximately 103 hours per year

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

YEARS OF COMPLETED CONTINUOUS SERVICE	HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE	ANNUAL ACCRUAL
From date of employment but less than 3 years	1 through 8,736.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid	Approximately 101 hours per year
After 3 years	8,736.01 or more regularly scheduled hours	0.04963 hours for each regularly scheduled work hour paid	Approximately 144 hours per year

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 one-half (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, grandchild grandparent, registered domestic partner 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 employee provides information (without having to identify a diagnosis) that the illness or injury precluded 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 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 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, a 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.

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, for bereavement leave related to the death 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.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, an employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year, except as provided in Section 4.B.2 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 (previously earned) 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 3 and Section 4 of this Article shall not apply.
3. 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.
4. The Department Head/Assistant Chief shall indicate on the request for Leave of Absence his/her recommendations as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. The Human Resources Director shall render a decision within thirty (30) days of when the request is submitted to him/her. If the Human Resources Director approves the request, a leave approval letter will be prepared and sent to the employee, Payroll/Timekeeping Staff, and the Department Head/Assistant Chief.
5. 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.
6. 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. An 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 statement covering 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.
- B. If additional Leave is desired, the employee shall request additional Leave in accordance with Official Leave, Section 4.B of this Article.

**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.

**Section 7. Jury Duty Leave**

- A. An 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 Finance 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. An employee who calls the court while at work and finds out that he/she must report to jury duty the next day must continue to work the shift but will be relieved from duty with sufficient time to arrive at the court for jury duty in the morning. If the employee is scheduled to be on duty on the day he/she is on jury duty, whether he/she must return to his/her shift after the jury service will be determined on a case-by-case basis.

**Section 8. Witness Leave**

- A. An employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant or where the subpoena is related to the employee's employment with another employer who the Fire authority did not assume fire protection duties from, 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 Finance Manager. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

**Section 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. 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. Parenthood Leave shall not be credited toward continuous service.
- D. 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 and Medical Care Leave/ California Family Rights Act Leave and Pregnancy Disability Leave**

- A. The Authority will comply with the provisions of both the Federal Family and Medical Care Leave Act, the California Family Rights Act, and the California Pregnancy Disability Leave Law. Posters setting forth employee's rights under the law are posted at all workplaces in the Fire Authority.

**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, registered domestic partner 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 an estimated time the employee will be unable to work. The employee may voluntarily include information about the nature of the illness for those who are considering donating.
- 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 of this Article.
- C. Donation Procedure
  1. Upon receipt of a valid request for donations on a form from an eligible employee, the Department Head/Assistant Chief (or his/her designee) shall

post a notice of the eligible employee's need for donations on the Authority e-mail system, bulletin boards, or other means of notification accessible to employees; confidential medical information (unless voluntarily provided by the employee) shall not be included in the posted notice.

2. Employees shall be provided a two (2) week period to submit their donations; donations received after the submission period shall not be processed.
3. All donations shall be voluntary.
4. Employees may donate vacation or compensatory time to the eligible employee's catastrophic leave bank; Sick Leave may not be donated.
5. Donations must be a minimum of two (2) hours, but cannot exceed eight (8) hours 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.
6. All donations shall be irrevocable.

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

7. At the close of the donation period, the Finance Division 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 Finance Division shall process all donations at one (1) time; no additional donations shall be processed.
9. The Authority shall convert the donated time to dollars at the hourly rate of the donor. The dollars shall then be converted to accrued vacation and Sick Leave, as described herein, at the hourly rate of the recipient of the donation. Donated converted hours 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	ANNUAL ACCRUAL
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	Approximately 80 hours per year
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	Approximately 120 hours per year
After 10 years	20,800.01 or more regularly scheduled hours	0.077 hours for each Regularly scheduled hour paid	Approximately 160 hours per year

**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	ANNUAL ACCRUAL
1 year	2,912.00 regularly scheduled hours	112 hours total	
After 1 year but less than 3 years	2,912.01 through 8,736.00 regularly scheduled hours	0.0385 hours for each regularly scheduled hour paid	Approximately 112 hours per year
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	Approximately 168 hours per year
After 10 years	29,120.01 or more regularly scheduled hours	0.077 hours for each regularly scheduled hour paid	Approximately 224 hours per year

**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. 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. All vacation hours earned in excess of the maximum allowable vacation credit shall be paid in the pay period earned.

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. 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. All vacation hours earned in excess of the maximum allowable vacation credit shall be paid in the pay period earned.

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.2.
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. For calendar year 2020 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. For purposes of this payout, it must occur in a full pay period starting on or after July 1<sup>st</sup> of the current fiscal year requested and paid out prior to the full pay period ending June 30<sup>th</sup>.

Effective for calendar year 2020 and every year thereafter: By December 15 of each year, an employee may make an irrevocable election to cash out up to one hundred and twelve (112) hours for shift employees or eighty (80) hours for staff employees of accrued vacation leave which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation leave he/she irrevocably elected to cash out 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. The employee would be paid fifty-six (56) hours for shift employees or forty (40) hours for staff employees on both the pay day for pay periods twelve (12) and twenty-six (26) or the employee can elect to be paid one hundred and twelve (112) hours for shift employees or eighty (80) hours for staff employees on the pay day for pay period twenty-six (26). However, if the employee's vacation balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

The employee may alternatively choose to have the value of up to one hundred and twelve (112) hours for shift employees or eighty (80) hours for staff employees of vacation which the employee can otherwise cash out placed into the employee's deferred compensation account. If the employee chooses that option (as opposed to taking cash) the maximum hours (in dollars) the employee can defer to his/her deferred compensation account cannot exceed the maximum permitted by the IRS Code.

In addition to the above, starting in calendar year 2020, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Human Resources Director for a payoff of accrued vacation leave. The amount of vacation leave which may be paid off is limited to the amount necessary to meet the emergency. The maximum payoff the employee can receive for an emergency is limited up to one hundred and twelve (112) hours for shift employees or eighty (80) hours for staff employees of all his/her accrued vacation leave.

If an employee makes an irrevocable election to cash out vacation leave in the following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that assuming an employee had a vacation leave balance prior to January 1, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be

eligible to cash out.

If, during the year when an employee has made an irrevocable election to cash out vacation leave, he/she was on leave without pay and did not earn the vacation leave expected, the employee will still be able to cash out the vacation leave the employee did earn even if reduced by the leave without pay.

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.

F. Vacation Standard Operating Procedure

1. There shall be no changes to those portions of Standard Operating Procedure HR.03.12 (Vacation Scheduling – Firefighter Unit Personnel) and HR.03.14 (Protected Holiday Vacation and Staffing Policy) that are within the scope of representation during the term of this MOU without mutual agreement of the parties.

## 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 one-half (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 XXVIII, 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 MOU, 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.

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.

**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 be paid the number of hours the employee is regularly scheduled to work computed at the employee's base rate of pay. Additionally, one-half (0.5) hours of such holiday time will be designated to a Union Time Bank for Union release time in accordance with Article XXVIII, Section 2.
2. For each holiday listed in Section 1.A of this Article, when a full-time 40 hour workweek employee is scheduled to work and is not permitted to take the holiday off due to the position requiring constant staffing (e.g., Air Operations 10-hour helicopter) or due to a Firefighter Trainee Academy class date occurring on one of these holidays, the employee shall be paid overtime (1.5 times the regular rate of pay) rather than straight time at the employee's base rate of pay.
3. When a holiday listed in Section 1.A of this Article, falls on the employee's regular scheduled day off, the employee shall receive eight hours of paid compensation computed at the employee's base rate of pay. Additionally, one-half (0.5) hours of such holiday time will be designated to a Union Time Bank for Union release time in accordance with Article XXVIII, Section 2.
4. When a holiday falls on a Sunday, the next day—Monday—shall be observed as the holiday.
5. 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.
6. Employees will be paid the pay period the holiday occurs.
7. 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 MOU, shall be paid for two (2) hours of spring holiday time at the end of the pay period which includes that date.

**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 and separates on a holiday shall be paid for the holiday.

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.

#### **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**

- A. The provisions addressing tuition reimbursement are set forth in the OCFA Standard Operating Procedures (SOP) HR.02.09. The maximum reimbursement an employee can receive through the program for any one fiscal year is \$2,000.00.
1. The parties agree that tuition reimbursement includes the Spanish Immersion Program offered in connection with the University of California, San Diego (UCSD). Specifically, the program that is offered through the Center of Languages in Ensenada, Mexico.
    - a. Reimbursement under this program includes tuition, books, registration, laboratory and application fees for the UCSD extension credit. Fees for travel, food and other items that are specifically excluded in the OCFA's tuition reimbursement SOP (HR 02.09) are excluded from reimbursement under this program.

## ARTICLE VIII

### DISCIPLINARY AND PREDISCIPLINARY ACTIONS

#### **Section 1. Written Reprimand, Denial of Merit Increase, Reduction in Salary or Transfer for Purpose of Punishment**

- A. No regular, limited-term regular or promotional probationary employee shall receive a written reprimand, denial of merit increase, reduction in salary, or transfer for purpose of punishment except for reasonable cause.
- B. A written reprimand, 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.

#### **Section 2. Disciplinary Hearing for Suspension, Reduction In Salary, Demotion 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's salary (either in the form of a reduction in pay or demotion) 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 in salary, demotion 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 or by counsel in the disciplinary process.
- F. An employee and his/her representative shall receive written notice either sustaining, modifying, or canceling a proposed discharge, suspension or reduction not less than forty-eight (48) hours prior to the effective date of such action.
- G. Should a proposed discharge, reduction in salary, demotion 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 in Salary or Demotion
  - 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 in salary or demotion stating specifically the cause of the reduction in salary or demotion shall be given to the employee.
  - 3. An appeal of reduction in salary or demotion 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.
- 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 filed with the Human Resources Director or the employee's Battalion Chief within the time limits outlined in this Article. If the appeal is filed with 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, email 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 in pay, demotion, 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.

## 1. STEP 1

Written Reprimand, or Merit Increase Denial - Battalion Chief, Section Manager, Division Manager, or Division Chief

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

a. Suspension/Demotion, Reduction in Salary, or Transfer for Purpose of Punishment—Division Chief

Upon receipt of a notice of intent involving suspension or demotion, 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 Division Chief to hear the employee's presentation. After hearing the employee's presentation, the Fire Chief will issue a written determination relative to the intended action within fourteen (14) calendar days.

## 2. STEP 2

a. Written Reprimand, or Merit Increase Denial - Assistant Chief

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.

b. Suspension/Reduction, Reduction in Salary or Transfer for Purpose of Punishment or Probationary Release Alleging Unlawful Discrimination or Discharge— Assistant Chief

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 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.

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 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.

**Section 6. Referrals to Arbitration**

- A. If the suspension, reduction in salary, demotion, 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 in salary, demotion, 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 in Salary, or Demotion

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.

e. Transfer for Punishment

If the Arbitrator finds the transfer was not appropriate, he/she shall determine the appropriate remedy.

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?
- b. If so, what shall the remedy be under the provision of Section 6.F.2.b and Section 6.F.2.c, 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.
- 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.
- 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:

- 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.
- 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. The Association shall strike the first name.
- 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.

## **Section 8. Investigative Interviews**

- A. Whenever any employee is questioned or interrogated by management or any other member designated by the employing department or licensing or certifying agency concerning any matter, which could lead to punitive action, the employee may request that a representative of his/her choice be present during the questioning or interrogation session.
- B. In the event the employee exercises such right, no questioning or interrogation shall proceed until such time as the representative is made available to attend such session.

- C. An employee suspected of criminal misconduct shall be provided with a written formal grant of immunity from criminal prosecution before the employee may be compelled to respond to incriminating questions in an interrogation. Subject to that grant of immunity, a firefighter refusing to respond to questions or submit to interrogations shall be informed that the failure to answer questions directly related to the investigation or interrogation may result in punitive action.
- D. 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.
- E. OCFA may have up to two (2) management representatives in attendance at any investigative interview.
- F. In addition to the employee represented, Local 3631 may have up to two (2) representatives in attendance (unless the employee represented is also a union representative, in which case two (2) other union representatives and a total of three (3) management representatives may attend).
- G. Each party shall designate one (1) lead representative unless otherwise agreed to.
- H. 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.
- I. OCFA shall be responsible for release time for the employee represented and up to one (1) representative.
- J. OCFA retains discretion to backfill positions associated with such release time and shall be responsible therefore.
- K. The presence of attorneys for either party shall not count against the limitations herein.

## 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 MOU 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 MOU 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 date of filing the written grievance.

- 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.
- C. OCFA may have up to four (4) management representatives in attendance. Local 3631 may have the grievant and up to three (3) grievance/appeal representatives in attendance, unless 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. Each party will designate one (1) spokesperson unless otherwise agreed to.
- D. OCFA will be responsible for release time for the grievant and up to one (1) representative. OCFA retains discretion to backfill positions associated with such release time and shall be responsible therefore. The presence of attorneys for either party shall not count against the limitations herein.

**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, email 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.

**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.

**2. STEP 2: Assistant Chief**

- a. If the grievance is not settled under Step 1 and it concerns an alleged misinterpretation or misapplication of this M 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 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 the grievant or as a representative at a mediation hearing held pursuant to this procedure. The number of representatives requested to attend shall not exceed two (2), unless

additional representatives are mutually agreed upon by both parties. The scheduling of representatives shall be reasonable and scheduled in advance.

**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.
  - 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.
  - 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 (4th) arbitration.
- 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 Public Employment Relations Board, 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' layoff points.

**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.

As reflected in SOP HR.04.13 "All employee injuries and illnesses must be evaluated to the local standard of care. Any OCFA employee presenting to an OCFA firefighter (EMT or Paramedic) with an injury or signs/symptoms of an illness must be addressed as per local Emergency Medical Services (EMS) policy and the injured/ill employee becomes a patient as defined by OC EMS Policy 390.15. An assessment will be performed, a patient care record will be completed, and treatment and transport determined using OC EMS policies and procedures.

For initial treatment of a non-critical injury, the employee may be taken to an occupational clinic (Risk Management approved list) with the OCFA Medical Provider Network (MPN). An employee may see a personal physician if they have filed a Pre-designation of Personal Physician form with Risk Management prior to the injury/illness.

#### **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, Sick Leave, compensatory time, and vacation shall be added to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal up to 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**

For employees who have suffered an industrial injury or illness who do not qualify for benefits pursuant to Labor Code Section 4850 (i.e., non-safety employees) the following shall apply

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) HR.04.01. 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:
  - 1. SOP HR.04.01 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.
  - 2. SOP HR.04.01 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 HR.04.01. The OCFA Emergency Communications Center shall immediately make the notification once notified
- 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).
- B. Two (2) full-time employees married to each other who elect coverage in the same health plan shall be enrolled as employee and dependent. Such employees shall have the full cost of coverage for employee and dependents paid by the Authority. Employees shall not, however, be enrolled simultaneously in an Authority health care plan and a health plan administered by the Association as either an employee or dependent.

#### **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.
  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.
  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.
  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
    - a. Effective January 1, 2020, the Retiree Medical Insurance Grant shall be an amount based on twenty seven dollars and seventy four cents (\$27.74) per month for each full year of service to a maximum of six hundred and ninety-three dollars and fifty cents (\$693.50) 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.

- b. 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.
- c. 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.

**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.
- 2. Only employees hired before January 1, 2007, shall be eligible to participate in the Retiree Medical Insurance Grant Plan.
- 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.
  - 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.
  - 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.

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.
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.
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. Employee Contribution

1. All regular, limited-term, and probationary employees—hired before January 1, 2007, and covered by this MOU—shall contribute four (4) percent of their base rate of pay through payroll deduction to the Authority to be applied to the Plan.

D. Survivor Benefits

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.
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.D.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.

**Section 3. Defined Contribution Plan for Retiree Medical Benefits**

- A. The Authority will provide only to regular, limited-term, and probationary employees hired on or after January 1, 2007, a "defined contribution plan."
- 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 rate of pay. Employees will not be permitted to contribute more than four (4) percent of base salary towards the Plan.
- 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.

**Section 4. OCPFA Supplemental Retiree Medical Plan**

- A. The Authority will deduct from all regular, limited term, 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 E of this MOU.

## 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
- 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 one hundred and fifty dollars (\$150) per pair of station work shoes/boots and/or three hundred dollars (\$300) per pair of wildland boots.
- C. New hires shall receive four (4) complete sets of uniforms.
- D. There shall be no changes to SOP UN 01.01 (Descriptions, Use and Maintenance of Uniforms) and UN 01.04 (Uniform Issuance and Replacement) without mutual agreement during the term of this MOU.

#### **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. Final Compensation**

- A. "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 3. 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 4. Retirement Formulas and Employee Contributions**

##### A. Safety Employees

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

- a. Safety Retirement Formula: These Employees shall receive the three percent at fifty (3% at 50) retirement formula as per California Government Code Section 31664.1.
- b. Employee Contributions to the Retirement System 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):
  - 1. These employees shall pay the required member contribution as determined by OCERS minus the two percent (2%) HCRC described in paragraph A.1.c below.
  - 2. If there are any increases to the maximum employee contribution to OCERS, employees in the unit will pay their maximum employee contribution based on age of entry into OCERS, less the two percent (2%) HCRC described in paragraph A.1.c below.
- c. The Health Care Converted Retirement Contribution ("HCRC") credit in the amount of two percent (2%), which shall constitute the employee's contribution will be applied, which combined with the applicable

employee paid member contribution described above in subsection (b) shall constitute the total employee paid member contribution.

2. Employees Hired From January 1, 2011 through June 30, 2012

- a. Retirement Formula: These Employees shall receive the three percent at fifty (3% at 50) retirement formula per California Government Code Section 31664.1.
- b. Employee Contributions to the Retirement System 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):
  1. These employees shall pay the required member contribution as determined by OCERS.
  2. If there are any increases to the maximum employee contribution to OCERS, employees in the unit will pay their maximum employee contribution based on age of entry into OCERS.

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

- 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 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):
  1. These employees shall pay the required member contribution as determined by OCERS.
  2. If there are any increases to the maximum employee contribution to OCERS, employees in the unit will pay their maximum employee contribution based on age of entry into OCERS.

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

- a. 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 Contributions to the Retirement System 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):
    - 1. These employees shall pay the required member contribution as determined by OCERS.
    - 2. If there are any increases to the maximum employee contribution to OCERS, employees in the unit will pay their maximum employee contribution based on age of entry into OCERS.
2. Employees Hired After July 1, 2011 Who Are Legacy Members under OCERS
- a. Retirement Formula: These employees receive the 2%@55 formula in accordance with Government code Section 31676.16.
  - b. Employee Contributions to the Retirement System 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):
    - 1. These employees shall pay the required member contribution as determined by OCERS.
    - 2. If there are any increases to the maximum employee contribution to OCERS, employees in the unit will pay their maximum employee contribution based on age of entry into OCERS.
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 or limited term position may, at his/her request, participate in the Authority's Deferred Compensation Plan.

#### **Advisory Deferred Compensation Committee**

The parties shall maintain a standing joint labor/management advisory committee to oversee the deferred compensation program (which includes retiree health savings). 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 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 of the current service contract.
6. Review and provide input on the future competitive bidding process for deferred compensation.

## **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 checks/direct deposits 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 MOU is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire MOU, it being the express intent of the parties 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 written request to the Union President. The Union will certify the termination of membership dues to the Payroll Section, Business Services Department.

## 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**

### **MEET AND CONFER DURING THE TERM OF THE MOU**

If, during the term of this MOU, the Fire Authority proposes to change any policy, rules, regulations, standard operating procedures and general orders within the scope of representation that are not set forth in this MOU, it will provide the Association with written notice at least thirty (30) calendar days prior to implementation. If the Association files a request to meet and confer over a proposed change, the Fire Authority will not implement the proposed change until mutual agreement is reached or the meet and confer process is exhausted.

## **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 MOU. 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. There are no base salary increases during the term of this 2020-2022 MOU.

#### **Section 2. Specialty Pay**

A. Paramedic Pay

1. 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— fifteen (15) percent of their 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 (.5571) dollars per hour (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
    - Chinese/Mandarin/Cantonese
    - 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 SOP HR.01.01 (Procedures for Bilingual Pay). Furthermore, there shall be no changes to SOP HR 01.01 during the term of this MOU without mutual agreement.
  - d. The agreed upon testing procedure for achieving the bilingual bonus pay is the Berlitz Languages, Inc., or mutually agreed equivalent.

- e. The agreed pass-point is the Berlitz designated skill level of “Speaking 2-Limited Work Proficiency”.
  - f. The testing process will be administered individually, in person, over the phone or web based, and can be retaken after one (1) month if there is a failure.
  - g. In the event that the OCFA changes the testing provider(s), they will notify the Association, in writing, to meet and discuss the new process and conditions that will be mutually agreed going forward.
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.
  4. Hand Crew Firefighters are ineligible for bilingual pay.

C. Hazardous Materials Pay (Technician, Non-Paramedic = 7.5% HazMat Pay)

1. 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— seven and one-half (7.5%) percent of their 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. Hazardous Materials Specialist Incentive Pay (Specialist, Non-Paramedic = 7.5% HazMat Pay + 2.5% HMSI Pay, for a total of 10% combined)

1. To be eligible to receive the Hazardous Materials Specialist Incentive (HMSI) pay, employees must be designated as qualified by the OCFA. Qualified is defined as having successfully completed and hold a current certification as a California State Hazardous Materials Specialist and an assignment (voluntary or administrative) to Engine 20, Truck 20 or Engine 79. Employees designated as “Part-time Haz Mat Team Members” shall be

eligible to receive HMSI pay provided that they have been designated as qualified by the OCFA.

2. Non paramedic hazardous material (Haz Mat) positions that are eligible for the HMSI are identified as:
  - a. Engine 20-2 (Engineer)
  - b. Engine 20-4 (Firefighter)
  - c. Truck 20-1 (Captain)
  - d. Truck 20-2 (Engineer)
  - e. Truck 20-3 (Firefighter)
  - f. Truck 20-4 (Firefighter)
  - g. Engine 79-1 (Captain)
  - h. Engine 79-2 (Engineer)
3. The HMSI pay is in addition to the seven and one-half (7.5) percent of their base salary for Hazardous Materials Pay outlined in Section 2.C above for those members assigned to the Haz Mat team that do not have the Hazardous Material Specialist certification.
4. Daily minimum staffing on Truck 20 will be four (4) qualified personnel consisting of one (1) fire captain, one (1) fire apparatus engineer and two (2) firefighters.
5. Daily minimum staffing on Engine 20 shall be four qualified Haz Mat members; however, in order to avoid force hiring for the fourth position on Engine 20, the minimum staffing can be reduced to three (3) qualified Haz Mat personnel and one (1) non-Haz Mat qualified person; however, the non-Haz Mat position shall not be the captain. The configuration shall be either one (1) fire captain, one (1) fire apparatus engineer and one (1) firefighters or one (1) fire captain and two (2) firefighters.
6. Daily minimum staffing on Engine 79 shall be four qualified Haz Mat members; however, in order to avoid force hiring for the fourth position on Engine 79, the minimum staffing can be reduced to three (3) qualified Haz Mat personnel and one (1) non-Haz Mat qualified person; however, the non-Haz Mat position shall not be the captain. The configuration shall be either one (1) fire captain, one (1) fire apparatus engineer and one (1) firefighters or one (1) fire captain and two (2) firefighters.
7. An interview process will be required for the fire captain position prior to voluntary transfer to Engine 20, Engine 79 and Truck 20. The interview panel will be made up of one (1) OCFA subject matter experts selected by the Hazardous Materials Program Manager, one (1) outside agency subject matter expert selected by the Hazardous Materials Program Manager, and one (1) OCPFA representative.
8. Fire apparatus engineers and firefighters, transferring to Engine 20 and 79 may be permitted to transfer prior to being qualified, as stated above, provided that minimum staffing levels are maintained as described above (number 5). Fire apparatus engineers and firefighters transferring to Engine 20 and 79 who have not completed the minimum training as stated above may be administratively assigned (AA) to another position until minimum training requirements are met.

9. Qualified employees (as outlined above in #1 and #2) regularly assigned (having a post position or administratively assigned) to a position designated as a non-paramedic Haz Mat will be compensated an additional two and five-tenths (2.5) percent of their base salary per month, prorated on an hourly basis.
10. Employees temporarily moved, by management, from their regular assignment (POST or Administrative) on a designated Haz Mat unit will maintain the HMSI pay. Employees regularly assigned (having a post or administratively assigned) to a position on a designated Haz Mat unit will not receive the HMSI for backfill shifts worked at non-HMRT positions.
11. Due to the absence of the regularly assigned employee, qualified employees who are assigned a backfill shift on a Haz Mat unit shall receive HMSI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
12. HMSI pay shall apply to workers' compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the OCFA to a Haz Mat unit.
13. A list of fully qualified part-time Haz Mat Response Team (HMRT) members will be established to support staffing needs. An interview process will be required to select the qualified part-time HMRT members. The interview panel will be made up of one (1) OCFA subject matter experts selected by the Hazardous Materials Program Manager, one (1) outside agency subject matter expert selected by the Hazardous Materials Program Manager, and one (1) OCPFA representative.
14. Personnel assigned to the HMRT and qualified part-time HMRT members will be issued individual PPE.
15. In the event the OCFA moves the HMRT to another station(s) during the term of this MOU, the new station number(s) shall be substituted for the units specified above in this Section 2.D.

E. Hazardous Materials and Paramedic Incentive Pay (Technician or Specialist, Paramedic = 15% Paramedic Pay + 2.5% HMPI Pay, for a total 17.5% combined)

1. Employees must be designated as qualified by the OCFA to be eligible to receive the Hazardous Materials and Paramedic Incentive (HMPI) pay. Qualified is defined as being an OCFA sponsored paramedic and certified as a Hazardous Materials Technician and/or Specialist. Employees designated as "Part-time Haz Mat Team Members" shall be eligible to receive HMPI pay provided that they have been designated as qualified by the OCFA.
2. Haz Mat/Paramedic positions are identified as:
  - a. Engine 20-1 (Captain)
  - b. Engine 20-3 (Firefighter)
  - c. Engine 79-3 (Firefighter)
  - d. Engine 79-4 (Firefighter)
3. The HMPI noted herein is a reduced rate from the Hazardous Materials Pay

identified in Section 2.C above, and will only be applied under the conditions noted in this Section 2.E.

4. Employees regularly assigned to the designated Haz Mat/Paramedic 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, two and five-tenths (2.5%) percent of their base salary per month, prorated on an hourly basis.
5. Employees who are occasionally assigned to cover a Haz Mat/Paramedic 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 pro-rated basis for each hour the employee is assigned to perform" the duties of the designated Haz Mat/Paramedic position.
6. Due to the absence of the regularly assigned employee, qualified employees who are assigned a backfill shift in a designated Paramedic/Haz Mat position shall receive HMPI pay on a prorated basis for that backfill shift or portion thereof.
7. HMPI pay shall apply to workers' compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the OCFA to a Paramedic Haz/Mat position.
8. In the event the OCFA moves the HMRT to another station(s) during the term of this MOU, the new station number(s) shall be substituted for the units specified above in this Section 2.E.

F. Aircraft Rescue Firefighting Incentive (ARFFI) Pay

The conditions and application of the ARFFI Pay are as follows:

1. To be eligible to receive ARFFI pay, employees must be designated as qualified by the Authority. Qualified is defined as having successfully completed and/or current certification in the following areas:

All personnel

- Federal Aviation Administration (FAA) requirements for ARFF training (§139.319 – Aircraft Rescue and Firefighting: Operational Requirements) as documented by completion of the OCFA ARFF Task Book.
- ARFF 40 Hour Basic Course – certification equivalent to the International Fire Service Accreditation Congress (IFSAC) standard.
- Mobile Crane Operator – certification equivalent to the National Commission for the Certification of Crane Operators (NCCCO) standard for all OSHA requirements.
- Rigger (Level 1) – certification equivalent to the National Commission for the Certification of Crane Operators (NCCCO) standard for all OSHA requirements.
- Qualify for Security Identification Display Area (SIDA) credentials per the Transportation Security Administration requirements.

Fire Apparatus Engineer

- Strategies and Tactics ARFF Vehicle Operator Certification (EVOC-24).

### Captain

- Advanced ARFF Certification (to be completed within one year of other qualifications listed above).

Training will be provided at the expense of the Authority and John Wayne Airport (JWA).

2. Personnel accepted into the ARFF program prior to January 1, 2017 are not required to meet the Mobile Crane Operator or Rigger qualifications (“grandfather clause”). However, if they choose to not maintain those qualifications, their ARFFI pay will be reduced by two and five-tenths percent (2.5%).
3. Qualified and current ARFF program personnel whether full-time or part-time, may Voluntary Transfer (VT) or Voluntary Transfer – Temporary (VTT) to a vacant ARFF unit per normal seniority-based transfer procedures.
4. An interview process will be required for all positions prior to voluntary transfer (VT) to an ARFF unit by non-qualified ARFF personnel if no qualified personnel bid the position. The interview panel will be made up of one (1) OCFA subject matter expert and one (1) outside agency subject matter expert each selected by the ARFF Program Manager, one (1) JWA representative selected by the JWA Deputy Director – Operations and one (1) OCPFA representative.
5. As a significant amount of time and JWA funding is necessary to become ARFF qualified, non-qualified personnel seeking a Voluntary Transfer – Temporary (VTT) will be at the discretion of the ARFF Program Manager and the JWA Deputy Director – Operations.
6. Prior to occupying the position, Fire Captains, Fire Apparatus Engineers, and Firefighters transferring to an ARFF unit must be qualified as stated above. Employees transferring to an ARFF unit who have not completed the minimum training will be administratively assigned (AA) to another position until the minimum training requirements are met. If personnel are unable to complete the minimum training requirements despite having been provided opportunities to do so within six (6) months, at the discretion of the Operations Section Chief, the position will return to being biddable.
7. Per FAA regulations, all qualified personnel assigned to an ARFF position must maintain minimum qualifications on an annual basis. Employees assigned to an ARFF unit who have not maintained the minimum qualifications will be administratively assigned (AA) to another position until the minimum requirements are met. Employees not current on qualifications will be assigned to attend the next available and appropriate courses necessary to remain qualified, at the OCFA's expense.
8. Employees who transfer to a designated ARFF position must successfully maintain all minimum qualifications as stated above. Any employee who fails to maintain any qualification, except in the case of medical or other

extenuating circumstances, after being afforded an opportunity to remain qualified, will be removed from the ARFF program and will forfeit their ARFF position. Personnel will subsequently be administratively assigned to an open position. Prior to employees being removed from their post position, the ARFF Program Manager will evaluate each situation on a case by case basis.

9. ARFF personnel shall participate in all skill sets as identified in the Federal Aviation Administration (FAA) requirements for ARFF training (§139.319 – Aircraft Rescue and Firefighting: Operational Requirements), NFPA 403: Standard for Aircraft Rescue Firefighting Services at Airports and the National Commission for the Certification of Crane Operators (NCCCO). ARFF personnel shall also remain current by practicing the necessary skill set on a regular basis. Part-time ARFF personnel not able to practice the ARFF skills set through back-fill and/or shift trade opportunities shall be afforded up to six (6) hours of overtime per quarter to train with on-duty personnel.
10. Employees regularly assigned (having a POST or Administratively Assigned) to a position on a designated ARFF unit will be compensated seven and five-tenths (7.5%) percent of their base salary per month, prorated on an hourly basis or 5% if they are not crane certified.
11. Employees temporarily moved, by management, from their regular assignment (POST or Administrative) on a designated ARFF unit will maintain the ARFFI pay. Employees regularly assigned (having a POST or Administratively Assigned) to a position on a designated ARFF unit will not receive the ARFFI for backfill shifts worked at non-ARFF positions.
12. Due to the absence of the regularly assigned employee, qualified employees who are assigned a backfill shift on an ARFF unit, shall receive ARFFI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
13. ARFFI pay shall apply to workers' compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the OCFA to an ARFF unit.
14. A list of fully qualified part-time ARFF members for all ranks will be established to support staffing needs. An interview process will be required to select the qualified part-time ARFF members. The interview panel will be made up of one (1) OCFA subject matter expert and one (1) outside agency subject matter expert each selected by the ARFF Program Manager, one (1) JWA representative selected by the JWA Deputy Director – Operations and one (1) OCPFA representative.
15. Personnel assigned to an ARFF unit and qualified part-time ARFF members will be issued individual personal protective equipment (PPE).

G. 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 one-half percent (2.5%) 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. 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.
4. The maximum of educational incentive pay an employee may receive shall be seven and five tenths (7.5) percent of base salary.
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.
9. Hand Crew Firefighters are ineligible for educational incentive pay.

#### H. Urban Search and Rescue (USAR) Pay

1. Non-paramedic urban search and rescue positions at Fire Station 54 will receive pay of seven and one-half percent (7.5%) of their base salary per month, prorated on an hourly basis. The Firefighter/Paramedic positions assigned to urban search and rescue at Fire Station 54—in addition to their paramedic pay—will receive pay of two and one-half percent (2.5%) of their 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.
4. Employees assigned to USAR Post Positions at Station 54: The following additional requirements enumerated in Section 2.H.4. were originally established by Side Letter as applicable effective November 23, 2015 to all employees transferring into USAR Post Positions at Station 54, without referencing application to employees who were already assigned to USAR Post Positions at Station 54 prior to November 23, 2015. Effective September 3, 2019, the following requirements in Section 2.H.4 shall apply to all employees assigned to USAR Post Positions at Station 54 in order to be eligible for the USAR Pay described above in Section 2H.1 through 2.H.3, regardless of whether they transferred before or after November 23, 2015.
  - a. After the employee transfers into the USAR post positions (Station 54) they are required to successfully complete the required state certification courses at the OCFA's expense, including Confined Space Awareness, Rescue Systems 1, and Trench Rescue.
  - b. Employees who transfer into designated USAR positions (Station 54) and who have not completed the minimum training will be assigned to attend the next available and appropriate classes as noted above, at the OCFA's expense, within one year of transfer to a post position.
  - c. Employees who attend the USAR classes noted at OCFA's expense must successfully complete such courses. Any employee who fails to successfully complete any course, except in the case of medical or other extenuating circumstances, will not be sent to any further courses and will forfeit their USAR position and will be administratively assigned to an open position. Prior to employees being removed from their post position the program manager will evaluate on a case by case basis.
  - d. All employees permanently assigned to Station 54 are required to obtain and maintain a Class A driver's license and OCFA Code 3 Authorization within 6 months from date of assignment. Once employees obtain a valid Class A driver's license, they will be eligible to receive the USAR Pay as outlined in Section 2.H.1 through 2.H.3.
  - e. Employees who are unable to successfully obtain their Class A driver's license in the 6 month timeframe will forfeit their USAR position. They will be administratively assigned to an open position not requiring a Class A driver's license. Prior to employee being removed from their post position the program manager will evaluate on a case by case basis.
  - f. The OCFA shall provide the necessary training, as well as provide the required physical examination and pay for the related costs necessary to acquire this license.

g. OCFA will provide additional training, at the OCFA's expense, as necessary for the positions associated with Station 54 and the management of the logistics functions of the USAR team.

I. Staff Assignment Pay (SAP) and Staff Incentive Pay (SIP)

1. Employees assigned to a designated staff position shall receive staff assignment pay (SAP) of seven and five-tenths percent (7.5%) of the employee's base salary during such assignment, provided such employee has been designated by the Authority as suppression qualified.
2. In addition to the SAP, employees assigned to a designated staff position shall also receive staff incentive pay (SIP) equal to the greater of ten percent (10%) of the employee's base salary, or, if the employee is receiving paramedic pay at the time of transition to a designated staff position, the employee may continue receiving paramedic pay in lieu of the ten percent (10%) SIP.

J. Emergency Medical Technician (EMT) Pay

1. Effective with the pay period including September 1, 2020, employees, other than Firefighter Trainees, who maintain an active State of California EMT certification will receive, in addition to their regular salary, seven (7%) percent of each employee's base salary per month, prorated on an hourly basis for regular hours paid.
2. Effective with the pay period including September 1, 2021, employees, other than Firefighter Trainees, who maintain an active State of California EMT certification will receive, in addition to their regular salary, an additional two percent (2%) for a total of nine (9%) percent of each employee's base salary per month, prorated on an hourly basis for regular hours paid.
3. 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.
4. The Authority will provide recertification opportunities for all members of the Firefighter Unit.
5. EMT pay is not applied to overtime/backfill hours, unless applicable by law.

K. Fire Apparatus Engineer Paramedic Incentive Pay (PMI)

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 this Agreement.

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 Section.
7. The \$500 partial paramedic incentive pay shall only apply to those personnel who had been assigned as paramedics immediately prior to promotion to Fire Apparatus Engineer.

L. Technical Rescue Truck Incentive (TRTI) Pay

1. To be eligible to receive the TRTI pay, employees must be designated as qualified by the OCFA. Qualified is defined as having successfully completed and current certification in the following courses:
  - Low Angle Rope Rescue Operations (LARRO)\*
  - Rescue Systems 1 (RS1)
  - Confined Space Rescue
  - Trench Rescue
  - Swift Water Rescue

Training will be provided at the OCFA's expense.

\* RS1 certification prior to 2010 and/or an OCFA LARRO equivalency training course will be honored.

2. Daily minimum staffing on Heavy Rescue 6 will be four (4) qualified personnel consisting of one (1) fire captain, one (1) fire apparatus engineer and two (2) firefighters.
3. Daily minimum staffing on Trucks 9, 32 and 61 shall be four qualified TRT members; however, in order to avoid force hiring for the fourth position on Trucks 9, 32 and 61, the minimum staffing can be reduced to three (3) qualified TRT personnel and one (1) non-TRT qualified person; however, the non-TRT position shall not be the captain. The configuration shall be either one (1) fire captain, one (1) fire apparatus engineer and one (1) firefighters or one (1) fire captain and two (2) firefighters.
4. An interview process will be required for the fire captain position prior to voluntary transfer to Heavy Rescue 6, Truck 9, 32 or 61. The interview panel will be made up of one (1) OCFA subject matter experts selected by the Urban Search and Rescue Program Manager, one (1) outside agency subject matter expert selected by the Urban Search and Rescue Program Manager, and one (1) OCPFA representative.

5. Prior to occupying the position, fire captains, fire apparatus engineers, and firefighters transferring to Heavy Rescue 6 must be qualified as stated above. Employees transferring to Heavy Rescue 6 who have not completed the minimum training will be administratively assigned (AA) to another position until the minimum training requirements are met.
6. Prior to occupying the position, fire captains transferring to Trucks 9, 32, and 61 must be qualified as stated above. Fire captains transferring to Trucks 9, 32, or 61 who have not completed the minimum training as stated above will be administratively assigned (AA) to another position until minimum training requirements are met.
7. Fire apparatus engineers and firefighters, transferring to Trucks 9, 32, and 61 may be permitted to transfer prior to being qualified, as stated above, provided that minimum staffing levels are maintained as described above (number 3). Fire apparatus engineers and firefighters transferring to Truck 9, 32, or 61 who have not completed the minimum training as stated above may be administratively assigned (AA) to another position until minimum training requirements are met. Employees must be designated as qualified by the OCFA to be eligible to receive the TRTI pay (number 1).
8. Within one (1) year of transfer to a post position, employees who transfer to a TRTI pay position (Heavy Rescue 6, and Trucks 9, 32, and 61) and who have not successfully completed the minimum training will be assigned to attend the next available and appropriate courses listed in number one (1) above, at the OCFA's expense. Prior to employees being removed from their post position the Program Manager will evaluate on a case by case basis.
9. Employees who transfer to a designated Technical Rescue Truck position (Heavy Rescue 6, and Trucks 9, 32 and 61) must successfully complete all minimum training courses as stated above. Any employee who fails to successfully complete any course, except in the case of medical or other extenuating circumstances, will not be sent to any further courses, will forfeit their Technical Rescue Truck position and will be administratively assigned to an open position. Prior to employees being removed from their post position the Program Manager will evaluate on a case by case basis.
10. Employees regularly assigned (having a post position or Administratively Assigned) to a position on a designated Technical Rescue Truck (Trucks 9, 32 and 61) or Heavy Rescue 6 will be compensated seven and five-tenths (7.5) percent of their base salary per month, prorated on an hourly basis.
11. Employees temporarily moved, by management, from their regular assignment (post position or Administrative) on a designated Technical Rescue Truck will maintain the TRTI pay. Employees regularly assigned (having a post position or Administratively Assigned) to a position on a designated Technical Rescue Truck will not receive the TRTI for backfill shifts worked at non-Technical Rescue Truck positions.
12. Technical Rescue Truck personnel will participate in all skill sets as identified in NFPA 1006 and NFPA 1670 and train to a technician level. It is desired that employees who transfer to a designated Technical Rescue

Truck position (Heavy Rescue 6, and Trucks 9, 32 and 61) successfully complete the Rescue Systems 2 training course within one (1) year of occupying the position.

13. Due to the absence of the regularly assigned employee, qualified employees who are assigned a backfill shift on a Technical Rescue Truck, shall receive TRTI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
14. Qualified employees who are assigned a backfill shift on an OCFA Swiftwater Unit (SW6, 9, 32, and 61), shall receive TRTI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
15. TRTI pay shall apply to workers' compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the OCFA to a Technical Rescue Truck.
16. A list of fully qualified part-time Technical Rescue Truck members will be established to support staffing needs. An interview process will be required to select the qualified part-time Technical Rescue Truck members. The interview panel will be made up of one (1) OCFA subject matter experts selected by the Urban Search and Rescue Program Manager, one (1) outside agency subject matter expert selected by the Urban Search and Rescue Program Manager, and one (1) OCPFA representative.
17. Personnel assigned to a Technical Rescue Truck and qualified part-time Technical Rescue Truck members will be issued individual technical rescue and water rescue PPE.

#### M. Manpower Coordinator Pay

The parties agree that Fire Station 22 is designated as the duty staffing station.

1. The purpose of the designated duty staffing station is to improve consistency and coordination of manpower needs, in light of the logistical complexity and heavy workload associated with the responsibilities assigned to manpower coordinators.
2. Employees who are regularly assigned to Truck 22 (T-22 post positions) will serve as duty manpower coordinators and will receive additional compensation in the amount of seven and one-half percent (7.5%) of their base salary for all hours worked while so assigned, including overtime hours worked on other units.
  - a. These manpower coordinators will work with personnel from Organizational Development & Training to create a Manpower Coordinator Training Program for future personnel who transfer into these designated T-22 post positions.
3. Employees who transfer into these designated T-22 post positions must successfully complete the Manpower Coordinator Training Program ("Training") referenced in paragraph 2.a above in order to be eligible to

receive the seven and one-half percent (7.5%) additional compensation, effective on the first day of the next full pay period.

- a. Employees who transfer into these designated staffing positions (T-22) must successfully complete all minimum training courses as stated above within three months.
  - b. Any employee who fails to successfully complete the training within three months, except in the case of medical or other extenuating circumstances, will not be provided further courses, will forfeit their position, and will be administratively assigned to an open position.
4. While the daily staffing needs will be coordinated by all of the duty manpower coordinators assigned to T-22, the ultimate responsibility accountability, and oversight of the program is that of the Fire Captain of that unit.
  5. The parties agree that a trigger mechanism shall be developed, for implementation during larger incidents, that would cause the Authority to assign a suppression employee to a staff role in the Department Operations Center (DOC) to communicate with the DMPCs regarding the Authority's staffing needs through the duration of the incident.

#### N. Hazardous Duty Pay

##### 1. Arson Investigators

- a. Arson Investigators working a 56-hour average workweek (shift Investigators) will receive Hazardous Duty Pay of seven and one-half percent (7.5%) of base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover another Arson Investigator position, due to the absence of the regularly assigned employee, shall also receive the Hazardous Duty Pay on a prorated basis for that overtime shift or portion thereof.
- b. In lieu of the 7.5% Hazardous Duty Pay, Arson Investigators working a 40-hour workweek (staff Investigators) will continue to receive the applicable staff assignment pay (i.e., 7.5% SAP and the 10% SIP).

##### 2. Air Operations

- a. All personnel in the Air Operations positions of Chief Pilot, Pilot, and Crew Chief working a 56-hour average workweek (shift personnel) will receive Hazardous Duty Pay of seven and one-half percent (7.5%) of base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover another Air Operations shift position, due to the absence of the regularly assigned employee, shall also receive the Hazardous Duty Pay on a prorated basis for that overtime shift or portion thereof.
- b. All Firefighter/Paramedic personnel (Air Operations Rescuers) working a 56-hour average workweek (shift personnel) will receive Hazardous Duty Pay of two and one-half percent (2.5%) of base salary per month, prorated on an hourly basis, in addition to their 15% paramedic specialty pay, for a combined specialty pay of 17.5% of each employee's base salary per month. Such employees who work an overtime shift to cover another Air Operations shift

position, due to the absence of the regularly assigned employee, shall also receive the 2.5% Hazardous Duty Pay on a prorated basis for that overtime shift or portion thereof.

- c. In lieu of the 7.5% Hazardous Duty Pay for non-medics and in lieu of the 2.5% Hazardous Duty Pay for medics, all Air Operations Personnel working a 40-hour workweek (staff assignment on the 10-hour helicopter) will continue to receive the applicable staff assignment pay (i.e., 7.5% SAP and the 10% SIP).
3. Qualified employees who are occasionally assigned to cover a designated Arson Investigator or Air Operations position due to the absence of a regularly assigned employee shall receive Hazardous Duty Pay on a pro-rated basis for each hour the employee is assigned to perform the duties of the designated position.
4. Hazardous Duty 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.

## ARTICLE XXV

### 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/paramedic truck company shall have a minimum of four (4) personnel, two (2) of which shall be paramedics. Each truck company or urban search and rescue vehicle shall have a minimum of four (4) personnel.
  - 3. Each paramedic van/squad 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.

#### **Section 2. Tiller Position**

- A. Firefighters and/or firefighter paramedics assigned to or transferring into tractor drawn aerial apparatus (TDA) positions will have to successfully complete the necessary training provided by the OCFA; and agree to provide service as a tiller operator.
- B. Firefighters and/or firefighter paramedics that hold a post position on a truck company that is identified to have a TDA assigned to the company must successfully complete the necessary training provided by the OCFA; and agree to provide service as a tiller operator.
  - 1. Firefighters and/or firefighter paramedics who hold a post position on a truck company designated to receive a TDA and who do not wish to volunteer or who do not successfully complete the necessary training to become certified as a tiller operator may either voluntarily transfer under the transfer policy or will be administratively assigned to another position within the bargaining unit that does not require operating as a Tiller operator. Firefighters who elect to transfer or to accept an administrative

assignment shall not receive a preferential bid for the purposes of transferring.

2. The OCFA agrees to provide all training in tiller operations to Firefighters and/or firefighter paramedics that are assigned to the post position at the same station as the TDA.
- C. The parties recognize that assignment to a position on a tiller truck as the tiller-operator will not receive additional compensation unless the parties affirmatively agree otherwise.

**Section 3. Water Tenders and Compressed Air Foam Apparatus**

- A. Water Tenders (WT) and Compressed Air Foam Apparatus (CAFA) may be staffed using career personnel from the Firefighter Bargaining Unit when it is deemed appropriate to do so by the Assistant Chief of Operations. Drivers for the WT and CAFA 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 HR.03.01 Staffing Procedures.
- B. When the Assistant Chief/Department Head 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.
- C. When the Assistant Chief/Department Head exercises his discretion to use career personnel for CAFA the staffing by such career personnel will consist of 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 CAFA staffing when deemed necessary by the OCFA.
- D. The Assistant Chief/Department Head or the Duty Officer in his absence, may authorize the voluntary movement of qualified personnel from another unit for use on the WT or CAFA and the subsequent backfilling of the vacated position. If a CAFA 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.

**ARTICLE XXVI**

**MANAGEMENT RIGHTS**

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

## ARTICLE XXVII

### **COMPENSATION POLICY—Labor Market Adjustment**

For this 2020-2022 MOU, the parties agree that the Compensation Policy will not be used. It was last calculated to determine if it impacted compensation in February 2015. However, the parties agree to keep this article in the MOU in case they agree to apply the policy in the future.

#### **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.

#### **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 February 2015 (Pay Period 5) in accordance with Article XXIV, Section 1.

#### **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
- 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 XXVIII**

### **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 Fire Chief or designee, 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.3.
- C. Holiday hours will not be donated if the Union Time Bank exceeds ten thousand (10,000) hours. The Authority shall apply the following steps in processing the donations:
  - 1. Donated hours will be converted to dollars based on the employee's current hourly base rate.
  - 2. 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.
  - 3. Donations will be accepted until the balance exceeds the equivalent of 10,000 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 10,000 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.

4. 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 one-half (1.5) to determine the hours charged.
  5. 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.7.
- 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.4 of this Article.
- F. All donations will be irrevocable.

**Section 3. Release Time for the Association President or Officers**

- A. 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 parties 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. 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 MOU, the Association President will report to the Fire Chief or his designee 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. 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.

## ARTICLE XXIX

### 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 F, G-1, G-2, and I.

**CONTRACT SIGNATURES**

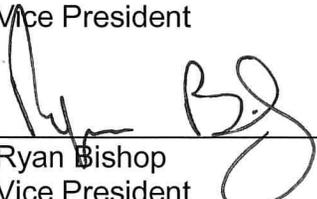
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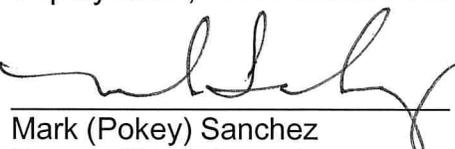
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Association, IAFF, Local 3631

Orange County Fire Authority

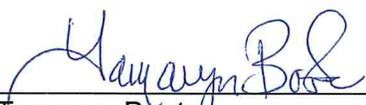
  
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Reid Gibson  
Vice President

  
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Lori Zeller  
Deputy Chief, Administration and Support

  
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Ryan Bishop  
Vice President

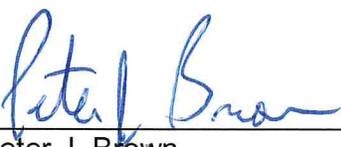
  
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Mark (Pokey) Sanchez  
Deputy Chief, Operations

  
\_\_\_\_\_  
Richard Tantuvanich  
Director

  
\_\_\_\_\_  
Tamaryn Boston  
Human Resources Manager

  
\_\_\_\_\_  
Joe Sinclair  
Director

  
\_\_\_\_\_  
Michael McGill  
Labor Negotiator

  
\_\_\_\_\_  
Peter J. Brown  
Labor Negotiator

## APPENDIX A

### BARGAINING UNIT CLASSIFICATIONS

Classes included in the Firefighter Unit as of August 31, 2020:

5828 Chief Fire Pilot  
5801 Fire Apparatus Engineer  
5803 Fire Captain  
5825 Fire Pilot  
5800 Firefighter  
5804 Firefighter Trainee  
5830 Hand Crew Firefighter  
5802 Heavy Fire Equipment Operator

## APPENDIX B - Salary Schedule

### ORANGE COUNTY FIRE AUTHORITY - CLASSIFICATION SALARY TABLE

#### FIREFIGHTER

EFFECTIVE 8/28/2020

EE Class	Class Code	Class Title	Barg Unit	Grade	RS Type	Pay Type	STEPS											
							1	2	3	4	5	6	7	8	9	10	11	12
FF	5829	CHIEF FIRE PILOT	FF	F5		Hourly	36.92	38.10	39.25	40.44	41.59	42.77	43.93	45.10	46.28	47.44	48.60	49.77
						Biweekly	4,135.04	4,267.20	4,396.00	4,529.28	4,658.08	4,790.24	4,920.16	5,051.20	5,183.36	5,313.28	5,443.20	5,574.24
						Monthly	8,959.25	9,245.60	9,524.67	9,813.44	10,092.51	10,378.85	10,660.35	10,944.27	11,230.61	11,512.11	11,793.60	12,077.52
						Annual	107,511.04	110,947.20	114,296.00	117,761.28	121,110.08	124,546.24	127,924.16	131,331.20	134,767.36	138,145.28	141,523.20	144,930.24
FF	5801	FIRE APPARATUS ENGINEER	FF	F2		Hourly	27.67	28.37	29.14	29.98	30.64	31.48	32.38	33.22	34.20	35.05	36.08	36.98
						Biweekly	3,099.04	3,177.44	3,263.68	3,357.76	3,431.68	3,525.76	3,626.56	3,720.64	3,830.40	3,925.60	4,040.96	4,141.76
						Monthly	6,714.59	6,884.45	7,071.31	7,275.15	7,435.31	7,639.15	7,857.55	8,061.39	8,299.20	8,505.47	8,755.41	8,973.81
						Annual	80,575.04	82,613.44	84,855.68	87,301.76	89,223.68	91,699.76	94,290.56	96,736.64	99,590.40	102,065.60	105,064.96	107,685.76
FF	5803	FIRE CAPTAIN	FF	F3		Hourly	32.11	32.92	33.85	34.85	35.77	36.76	37.68	38.77	39.76	40.87	42.12	43.29
						Biweekly	3,596.32	3,687.04	3,791.20	3,903.20	4,006.24	4,117.12	4,220.16	4,342.24	4,453.12	4,577.44	4,717.44	4,848.48
						Monthly	7,792.03	7,988.59	8,214.27	8,456.93	8,680.19	8,920.43	9,143.68	9,408.19	9,648.43	9,917.79	10,221.12	10,505.04
						Annual	93,504.32	95,863.04	98,571.20	101,483.20	104,162.24	107,045.12	109,724.16	112,899.24	115,781.12	119,013.44	122,653.44	126,060.48
FF	5825	FIRE PILOT	FF	F3		Hourly	32.11	32.92	33.85	34.85	35.77	36.76	37.68	38.77	39.76	40.87	42.12	43.29
						Biweekly	3,596.32	3,687.04	3,791.20	3,903.20	4,006.24	4,117.12	4,220.16	4,342.24	4,453.12	4,577.44	4,717.44	4,848.48
						Monthly	7,792.03	7,988.59	8,214.27	8,456.93	8,680.19	8,920.43	9,143.68	9,408.19	9,648.43	9,917.79	10,221.12	10,505.04
						Annual	93,504.32	95,863.04	98,571.20	101,483.20	104,162.24	107,045.12	109,724.16	112,899.24	115,781.12	119,013.44	122,653.44	126,060.48
FF	5800	FIREFIIGHTER	FF	F1		Hourly	24.92	25.26	25.97	26.71	27.41	28.28	28.85	29.63	30.43	31.27	32.12	32.97
						Biweekly	2,746.24	2,829.12	2,908.64	2,991.52	3,069.92	3,167.36	3,231.20	3,318.56	3,408.16	3,502.24	3,597.44	3,692.64
						Monthly	5,950.19	6,129.76	6,302.05	6,481.63	6,651.49	6,862.61	7,000.93	7,190.21	7,384.35	7,588.19	7,794.45	8,000.72
						Annual	71,402.24	73,557.12	75,624.64	77,779.52	79,817.92	82,351.36	84,011.20	86,282.56	88,612.16	91,068.24	93,533.44	96,008.64
FS	5804	FIREFIIGHTER TRAINEE	FF	FA		Hourly	30.34											
						Biweekly	2,427.20											
						Monthly	5,258.93											
						Annual	63,107.20											
FS	5830	HAND CREW FIREFIGHTER	FF	F4		Hourly	16.95	17.49	18.02	18.56	19.11	19.63	20.18	20.70	21.24	21.79	22.30	22.84
						Biweekly	1,356.00	1,399.20	1,441.60	1,484.80	1,528.80	1,570.40	1,614.40	1,656.00	1,699.20	1,743.20	1,784.00	1,827.20
						Monthly	2,938.00	3,031.60	3,123.47	3,217.07	3,312.40	3,402.53	3,497.87	3,588.00	3,681.60	3,776.93	3,865.33	3,958.93
						Annual	35,256.00	36,379.20	37,481.60	38,604.80	39,748.80	40,830.40	41,974.40	43,056.00	44,179.20	45,323.20	46,384.00	47,507.20
FS	5802	HEAVY FIRE EQUIPMENT OPERATOR	FF	F3		Hourly	44.95	46.09	47.39	48.79	50.08	51.46	52.75	54.28	55.66	57.22	58.97	60.61
						Biweekly	3,596.32	3,687.04	3,791.20	3,903.20	4,006.24	4,117.12	4,220.16	4,342.24	4,453.12	4,577.44	4,717.44	4,848.48
						Monthly	7,792.03	7,988.59	8,214.27	8,456.93	8,680.19	8,920.43	9,143.68	9,408.19	9,648.43	9,917.79	10,221.12	10,505.04
						Annual	93,504.32	95,863.04	98,571.20	101,483.20	104,162.24	107,045.12	109,724.16	112,899.24	115,781.12	119,013.44	122,653.44	126,060.48

## **APPENDIX C - Health Plan Agreement**

### **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' 2016-2020 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, 2017 and will terminate at 12:00 a.m. on December 31, 2021.

2. Employees' required 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 unless, to the extent that the Affordable Care Act (ACA) is still the law, such employee contribution must fall below such threshold in order to meet the ACA's affordability threshold under the Federal Poverty Line Safe Harbor. This means that the employee's required contribution toward premiums for the lowest cost plan that offers minimum essential coverage shall not exceed 9.69% (or the applicable percentage set by the ACA for the year) of the monthly Federal Poverty Line for a single individual that is in effect during the six months prior to the start of the plan year. (For example, in December of 2016 the monthly Federal Poverty Line for a single individual is \$990; 9.69% of \$990 is \$95.93. This means that an employee's required contribution toward the lowest cost plan for 2017 must not exceed \$95.93.). 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 or as long as the employee is considered full-time for IRS' ACA reporting by the Authority.

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) \$1,900 per month effective January 1, 2017 for each actively employed enrollee member of the Firefighter Bargaining Unit.
- b. Employees are not entitled to cash out any of the \$1,900 per month.
- c. OCPFA shall ensure that for purposes of the ACA's affordability determination, the portion of the \$1,900 that makes the lowest cost plan affordable under the Federal Poverty Line Safe Harbor is applied only to health premiums and cannot be applied to life or disability insurance.
- d. Effective January 1, 2019, 2020 and 2021 the Authority contribution to the OCPFA health benefit trust fund shall be increased for each actively employed enrollee member of the Firefighter Bargaining Unit by five percent (5%) per year.

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. Beginning with the calendar year ending December 31, 2016 and every year thereafter, OCFA shall reduce future monthly contributions towards health benefits for any excess fund balance being held in the Trust (excluding the 1% Supplemental Benefit Investment Account) as of December 31. "Excess fund balance" shall be defined as any amount that exceeds five-times (for calendar years 2017-2020) and four times (for calendar year 2021 and at the end of this Agreement) 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. The amount of the "excess fund balance" shall be determined following completion of the annual audit conducted by OCFA's auditors of the OCPFA Medical Benefit Trust. Once the "excess fund balance" is determined for the prior calendar year, the OCFA shall reduce its monthly contribution for the next six months by one-sixth of the "excess fund balance". The application of these reductions for "excess fund balance" will begin to occur 30 days after completion of the final audit report (e.g., if the determination of the "excess fund balance" occurs in February, then starting in March). In addition, OCFA agrees to contribute an amount equal to the "excess fund balance" from the prior calendar year to the OCFA's Retiree Medical Trust Fund on deposit with, and administered by, OCERS.

6. 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.

- a. In addition to all OCPFA employees and retirees, Health Benefit Plans provided through the medical benefit trust shall also be made available to former Fire Department employees who transitioned to the OCFA and retired from California Public Employees' Retirement System (CALPERS) greater than 120 days from separation from their former Fire Department. These transitioned employees are not eligible for retiree health care benefits from a CALPERS administered plan; therefore, upon separation from OCFA, these retirees will be considered eligible for enrollment for retiree health benefits (health, dental, and vision insurance) from a plan administered by the OCPFA medical benefit trust. The OCFA shall not incur any costs as a result of this Section 6.a. and this Section shall only apply to employees within the OCPFA bargaining group.

7. 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.

8. Health Benefit Plans must receive prior approval from the Human Resources Director or designee 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. OCPFA shall offer health plans that constitute minimum essential coverage and provide minimum value under the ACA's employer shared responsibility provisions. OCPFA shall not offer reimbursement of premiums for health coverage obtained through Covered California, as this constitutes an impermissible employer payment plan under the ACA.

9. Retiree-Only Benefit: Retirees who move out of the group plan area and, therefore, may not be eligible to participate in the group plans, may enroll in an alternative minimum essential coverage plan. Retirees in such individual plans are eligible for retiree medical grant funding under the same conditions as applied to group plan members (the OCPFA/OCFA sponsored plan), 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 2017 administrative fee will be adjusted by the annual change in CPI between November 2015 and November 2016). Administrative costs 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 the Group Benefit Plan Agreement and Declaration of Trust for the Orange County Professional Firefighters' Association, IAFF Local 3631.

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.

16. OCPFA shall have an open enrollment at least once a year.

17. The waiting period for Health Benefit Plan coverage 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, ACA, 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. Except as provided below, 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).

However, upon any of the above occurrences, if the employee would still be reported to the IRS as full-time under the ACA, then that employee's Plan eligibility shall continue until the end of the stability period as reported by the Authority, or until coverage by the new OCFA representation unit begins, whichever comes first.

25. The provisions of this 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, including any IRS penalties assessed as a result of the ACA's employer shared responsibility provisions or the high cost plan excise tax scheduled to take effect in 2020 if the ACA is still in effect as well as the provision on the high cost plan excise tax. 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.

30. The parties agree to reopen negotiations if any of the following occurs:

- a. If changes to the ACA occur which modify this Agreement, including additions or potential repeal;
- b. If the ACA is still in effect in 2020 and the Cadillac Tax becomes effective, impacting this Agreement;
- c. If there are other legislative changes that modify this Agreement.

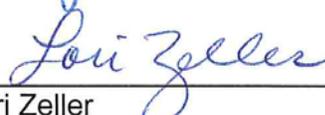
Orange County Professional Firefighters  
Association, IAFF, Local 3631

  
\_\_\_\_\_  
Barry Hunter  
President

  
\_\_\_\_\_  
Tim Steging  
Vice President

Orange County Fire Authority

  
\_\_\_\_\_  
Peter J. Brown  
Labor Negotiator

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

  
\_\_\_\_\_  
Brigitte Gibb  
Human Resources Director

  
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Jim Ruane  
Finance Manager/Auditor

## APPENDIX D - WEFIT Program

On September 25, 2003, the OCFA Board of Directors approved the Fire Service Joint Labor and Management Wellness-Fitness Initiative (WEFIT). This program is a partnership between the Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association-IAFF, Local 3631 (OCPFA). In an effort to maintain an effective WEFIT program that will improve the well-being and quality of health for OCFA employees, the parties agree as follows:

1. 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. 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. The employee's physician can provide such results 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. OCFA's medical provider will retain medical records and the examining physician will only share the specific details of the examination results with the employee. 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. The OCFA may require medical and fitness for duty evaluations when there is sufficient cause for said evaluations. (i.e., 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 and both parties agree to take positive steps to promote the fitness program and encourage employee participation. However, the employee retains the option to not participate. No discipline will be initiated against an employee for not participating in the program.
7. Immunization records will be kept in confidence by the OCFA Occupational Health Nurse and forwarded to the 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 (HIPAA). 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.

8. 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. 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.
9. A six (6) member WEFIT Oversight Committee, co-chaired by the OCFA and the OCPFA, will oversee the WEFIT program. Each co-chair shall choose one (1) voting member 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.

## APPENDIX E – OCPFA Supplemental Retiree Medical Plan

1. Upon presentation to the OCFA by the OCPFA of a written plan document consistent with the terms of this provision, the OCFA will deduct from all regular, limited-term, 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 remain 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 this MOU and any position subsequently added to the Unit.
3. The Plan shall be used solely for the purpose of reducing the cost of OCPFA provided health insurance to members of the Unit who retire on or after April 1, 2002. The Plan shall be used to reduce the cost for members of the Firefighters Unit who retire on or after April 1, 2002 or for other individuals eligible to participate in the Plan of either (a) OCPFA-provided health insurance or (b) other health insurance acceptable to the Authority; the Plan shall not be used to reduce the cost of non-health benefits, including but not limited to life insurance.
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. The OCFA is relies on the representation of the OCPFA 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 herein. 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.

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 Appendix shall not be subject to the grievance and arbitration provisions of this 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 XXVII of the MOU.
11. This Appendix 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.

**APPENDIX F**  
**Side Letters Pertaining to Special Operations**

- F-1 Canine Handler Program
- F-2 Heavy Fire Equipment Operator (HFEO) Apprenticeship Program
- F-3 Heavy Fire Equipment Operator Eligible to Voluntarily Backfill/Work OT in Classification Previously Held
- F-4 Specialty Pay Compensation for US&R Deployments
- F-5 Air Rescue Ops. Program Agreement
- F-6 Relief Crew Chiefs/Helicopter Program
- F-7 FF/PM Helicopter Rescuer Selection
- F-8 Staffing Air Operations Second Helicopter
- F-9 Staffing and Operating Heli Tender When Deployed Outside of Orange County

**APPENDIX F-1  
Canine Handler Program**

**CANINE DISASTER SEARCH SPECIALIST AND  
ACCELERATE DETECTION CANINE HANDLER PROGRAM AGREEMENT  
BETWEEN**

**ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL  
3631  
AND  
ORANGE COUNTY FIRE AUTHORITY**

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 both Canine Disaster Search Specialist (CDSS) and Accelerate Detection Canine Handler (ADCH) as follows:

**CANINE DISASTER SEARCH SPECIALIST:**

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 will collaborate with OCPFA to establish minimum performance standards.
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 National Disaster Search Dog Foundation (SDF). The SDF will provide the canine at no cost to the CDSS. The CDSS 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 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 will 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 and ADCH Programs.

4. CDSS Assignment Compensation: Employees regularly assigned in the position of Canine Disaster Search Specialist will be compensated five (5) percent of their base salary per month, prorated on an hourly basis.
5. 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.
6. 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.

7. Vehicle Use: OCFA vehicles will be provided; details to be addressed by the US&R Battalion Chief/Program Manager.
8. Use of Personal Vehicle: When necessary, 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 VE.01.02).
9. 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.
10. 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.
11. 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.
12. Program Funding: 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.
13. Compensation and Care of Canine: Employees who are assigned to CDSS position are entitled to compensation for the off-duty hours spent caring, grooming, feeding, training, and maintaining their canine. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for off-duty canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of such duties.

The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of such off-duty canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act. Canine officers normally spend approximately fifteen (15) hours per month performing off-duty work related to their canines, which is different from their regular assignment. As such, it is agreed that canine officers will receive additional compensation of fifteen (15) hours per month at 2/3rds their regular hourly rate of pay at time and one-half for the off-duty canine duties as described herein. This compensation shall be considered and reported as compensation earnable to the extent permitted by County Employees Retirement law.

Employees assigned as CDSS who are required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrence, which causes a substantial increase in the normal off-duty hours worked for that month, shall submit a written request for consideration by the US&R Battalion Chief/Program Manager for additional compensation for hours spent performing such work.

CDSS personnel shall be reimbursed for all normal and customary expenses associated with canine care. This shall include, but not be limited to, food, kennels, carriers, and training items, such as snacks, toys, leashes, etc.

#### **ACCELERATE DETECTION CANINE HANDLER:**

1. Participation: Participation in the ADCH Program will be opened to employees currently assigned to the Investigations Section and represented by the OCPFA. Participation in the ADCH Program by an employee in the Firefighter Unit is entirely voluntary and final selection will be made by the Alcohol, Tobacco, and Firearms Agency (ATF). The OCFA will collaborate with OCPFA to establish minimum performance standards.
2. Selection: Selection to the ADCH Program will be made by the ATF following its established process.
3. Ownership of Canine/Responsibility and Care: Ownership of the canine will rest with the ATF. After five years as described in the Inter-governmental Agreement (IGA). The ATF will provide the canine at no cost to the OCFA. The ATF will provide initial training at its facilities with the OCFA to cover overtime, backfill, per diem, and travel expenses. The ADCH has the responsibility for feeding, grooming, handling, and training of the canine. The OCFA will provide ATF approved food, medication, veterinary care, and vaccinations as outlined in the IGA between the OCFA and ATF. The OCFA may, at its discretion, purchase a veterinary pet insurance policy.
4. ADCH Assignment Compensation: Employees regularly assigned in the position of Canine Disaster Search Specialist will be compensated five (5) percent of their base salary per month, prorated on an hourly basis.
5. Compensation for Incident-Related Activities: Participants in the ACDH 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.
6. Compensation for Training: The ADCH will receive up to a maximum of twenty (20) 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 twenty (20) hours of routine training with approval of the Chief Investigator and in accordance with existing OCFA policy.
7. Handler's Vehicle: The ADCH will be provided a vehicle that meets all requirements as outlined in the ATF Intergovernmental Agreement.
8. Authorized Work: The handler in the ADCH Program will perform ADCH work for the OCFA and be an available asset for the ATF and any other public agency that the Chief Investigator/Program Manager authorizes.
9. Compensation for Care of Canine: The handler who is assigned to the ADCH position is entitled to compensation for the off-duty hours spent caring, grooming, feeding, training, and maintaining their canine. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for off-duty canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of such duties.

10. Agreement Evaluation Period: The ADCH program will be evaluated at 6 months and at one year from the date of this agreement to ensure the allotted training hours are sufficient.

The Fair Labor Standards Act also allows the parties to agree on appropriate compensation for the performance of such off-duty canine duties. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, both parties believe that the following agreement does comply with the requirements of the Fair Labor Standards Act. Canine officers normally spend approximately fifteen (15) hours per month performing off-duty work related to their canines, which is different from their regular assignment. As such, it is agreed that canine officers will receive additional compensation of fifteen (15) hours per month at 2/3rds their regular hourly rate of pay at time and one-half for the off-duty canine duties as described herein. This compensation shall be considered and reported as compensation earnable to the extent permitted by County employees retirement law.

The handler assigned to the ADCH program may be required to perform extraordinary off-duty canine care, such as a veterinary emergency or other rare occurrence, which causes a substantial increase in the normal off-duty hours worked for that month. In the event extraordinary hours are worked the handler assigned to the ADC program shall submit a written request for consideration by the Chief Investigator/Program Manager for additional compensation for hours spent performing such work.

The ADCH shall be issued and use an OCFA Procurement (CAL) Card for all normal and customary expenses associated with canine care. This shall include, but is not limited to, food, kennels, carriers, and training items, such as snacks, toys, leashes, etc.

**APPENDIX F-2**  
**Heavy Fire Equipment Operator (HFEO) Apprenticeship Program**

**HEAVY FIRE EQUIPMENT OPERATOR (HFEO) APPRENTICESHIP PROGRAM AGREEMENT**

**BETWEEN**

**ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631**

**AND**

**ORANGE COUNTY FIRE AUTHORITY**

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 the Heavy Fire Equipment Operator Apprenticeship (HFEOA) Program as follows:

1. **Participation:** Participation in the HFEOA Program will be open only to members in the Firefighter Unit in the following classifications: Hand Crew Firefighter (HCFF), Firefighter (FF), Fire Apparatus Engineer (FAE) and Fire Captain (FC).

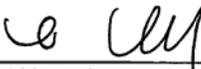
Participation in the HFEOA Program by an employee in the Firefighter Unit is entirely voluntary. All participants will enroll in the California Joint Apprenticeship Committee (JAC) program upon selection. The OCFA retains the right to establish minimum performance and completion standards in consultation with the OCPFA.

2. **Selection:** The selection process will be available for Hand Crew Firefighters, Firefighters, and Fire Apparatus Engineers. Interested applicants must have their supervisor's concurrence and satisfactory or above on their last employee performance review. Selection of HFEOA Program participants will be made through an interview process to include OCFA and OCPFA. The selection and interview panel will consist of OCFA management representative, OCPFA representative, external member with subject knowledge, program manager or designee.
3. **Compensation During HFEOA Training:** Each HFEOA participant will retain the current post-position salary when operating in the capacity of an Apprentice.
4. **Compensation Upon Program Completion:** Upon successful completion of the HFEOA Training (Journeyman status), participants performing HFEO duties will receive a specialty pay equivalent to the difference between the top step hourly rate of their current classification (HCFF, FF,FAE) and the step one hourly rate of the HFEO classification. In the event a participant promotes to the rank of Fire Captain while participating in the program, the employee will receive the compensation commensurate with their rank/position, and will not take a reduction in pay.
5. **Length of Participation in the Program:** Employees selected to participate in the HFEOA Program will be allowed to participate provided all training requirements, performance standards, and certification timelines are met. Training will be provided in three phases that must be successfully completed within three years of entering the program. The OCFA will make notification to OCPFA prior to a participant being removed or replaced with cause (e.g. discipline, failure of curriculum, safety violations, etc.).

6. **Journeyman Participation:** Upon completion of required training, participants will be required to maintain qualifications as outlined and approved by OCFA. Journeyman participants will not be utilized to reduce primary overtime/backfill opportunities of full-time OCFA HFEO's.
7. **Open HFEO Position:** In the event of an open HFEO position a Journeyman HFEO may be used to cover the position for a limited period until the selection/hiring process is completed.
8. **Selection of Future HFEO Positions:** Journeyman HFEOA Program participants will be considered for future HFEO openings.
9. **Failure to Meet Initial and Recurrent Training Requirements:** HFEOA Program participants, who are unsuccessful in meeting initial and recurrent training requirements specified annually by the OCFA, will be returned to their assigned post position.

**Orange County Fire Authority**

**Orange County Professional Firefighters  
Association, IAFF Local 3631**

	
<p>Lori Smith Assistant Chief – Fire Marshal</p>	<p>Ray Geagan, President</p>
	
<p>Jeremy Hammond Human Resources Director</p>	<p>Hiddo Horlings, Treasurer</p>

**APPENDIX F-3**  
**Heavy Fire Equipment Operator Eligible**

**SIDE LETTER OF AGREEMENT  
BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION  
IAFF-LOCAL 3631  
FOR THE FIREFIGHTER UNIT**

This Side Letter of Agreement ("Agreement") between the Orange County Fire Authority ("Authority") and the Orange County Professional Firefighters Association, IAFF – Local 3631 ("Association"), (collectively, "Parties") is entered into with respect to the following:

**WHEREAS**, on or about November 1, 2018 the Parties agree it would be mutually beneficial to allow Heavy Fire Equipment Operators the ability to work in the following classifications: Firefighter, Fire Apparatus Engineer, and Fire Captain.

**WHEREAS**, the following sets forth the Parties' Agreement:

- a. Heavy Fire Equipment Operators, who were previously assigned to the Operations Section in a firefighter Unit position, are allowed to voluntarily backfill Firefighter Unit classifications such as: Firefighter, Fire Apparatus Engineer and Fire Captain as long as they previously held that position and the required qualifications/certifications for the needed backfill classification are maintained by the employee.
- b. Heavy Fire Equipment Operators are regularly compensated at a staff rate of pay based on a 40-hour work week, which is a higher hourly rate than the shift suppression rate of pay that is based on a 56-hour work week. Therefore, any and all overtime worked by a Heavy Fire Equipment Operator in a shift capacity as a Firefighter, Fire Apparatus Engineer, or Fire Captain will be compensated by factoring the hours with a shift conversion of 1.4 to appropriately convert the compensation earned to a shift rate of compensation.
- c. Suppression employees who have the required Heavy Fire Equipment Operator qualifications by successfully completing the "Authority" Heavy Fire Equipment Operator Apprenticeship program and have been approved to work in the capacity of an Heavy Fire Equipment Operator by the Program Manager, may fill overtime positions as a Heavy Fire Equipment Operator and would be compensated by factoring the hours with a staff conversion factor of 1.4 to appropriately convert the compensation earned to a staff rate of compensation.
- d. If applicable, Heavy Fire Equipment Operators will be eligible for any bonus pay associated with the position in which they are working the overtime.

- e. Heavy Fire Equipment Operators will not use the Staffing System auto-hiring for Firefighter, Fire Apparatus Engineer and Fire Captain positions. Since Heavy Fire Equipment Operators are considered staff employees, they are not subject to being forced to work through the normal Staffing System hiring process. It is the responsibility of the Heavy Fire Equipment Operator to work with their respective Manpower Coordinator to volunteer for overtime.
- f. All overtime is subject to the Heavy Fire Equipment Operator Program Manager's ( Battalion Chief) Approval.

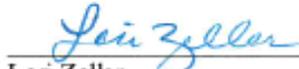
**FOR THE ORANGE COUNTY FIRE AUTHORITY**

  
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 Brigitte Gibb  
 Human Resources Director

1/14/19  
 \_\_\_\_\_  
 Date

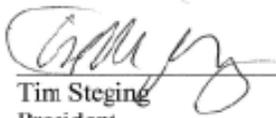
  
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 Jim Ruane  
 Assistant Chief, Logistics

1-14-19  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Lori Zeller  
 Deputy Chief, Administration & Support Bureau

1/14/19  
 \_\_\_\_\_  
 Date

**FOR THE ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION**

  
 \_\_\_\_\_  
 Tim Steging  
 President

1/9/19  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Reid Gibson  
 Director

1/14/19  
 \_\_\_\_\_  
 Date

**APPENDIX F-4**  
**Specialty Pay Compensation for US&R Deployments**

**SIDE LETTER OF AGREEMENT  
BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION  
IAFF-LOCAL 3631  
FOR THE FIREFIGHTER UNIT**

This Side Letter of Agreement (“Agreement”) between the Orange County Fire Authority (“Authority”) and the Orange County Professional Firefighters Association, IAFF – Local 3631 (“Association”), (collectively, “Parties”) is entered into with respect to the following:

**WHEREAS**, on or about August 27, 2018, the Parties determined that provisions of the Memorandum of Understanding (MOU) between the Authority and the Association describing Specialty Pay Compensation (Article XXIV, Section 3) do not adequately address the inclusion of specialty pay compensation for employees during Urban Search and Rescue (US&R) deployments; and

**WHEREAS**, as a result of the Parties’ discussion, they agreed to memorialize the Authority’s current practice for payment of specialty pay compensation during US&R deployments; and

**WHEREAS**, the following sets forth the Parties’ Agreement:

1. Applicability of Specialty Pay During US&R Deployments:

- a. Personnel assigned as Medical Specialist / Manager positions shall receive Paramedic Pay
- b. Personnel assigned to Boat Operator or Water Rescue positions shall receive Technical Rescue Truck Incentive Pay
- c. Personnel assigned to Logistics positions and currently receiving the US&R Specialty Pay on a full-time basis shall receive the US&R specialty pay
- d. Personnel assigned to Hazmat positions shall receive the Hazmat Specialty Pay
- e. Personnel assigned to Canine Handler positions and currently receiving the Canine Specialty Pay on a full-time basis shall receive the applicable Canine Specialty Pay

2. Applicability:

The Parties agree to utilize this pay practice for all future US&R deployments for the duration of the MOU. Employees deployed during their normal work day will receive the higher of (a) their specialty pays they are receiving for the day for the remainder of the shift and their regular scheduled work days during the deployment or (b) the specialty pays per Section 1. Specialty pays per Section 1. cannot be combined. There shall be no loss of pay on employees regularly scheduled work days during a US&R deployment. Consistent with current practice, these specialty pays will be applied portal to portal.

**FOR THE ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Brigette Gibb  
Human Resources Director

12/4/18  
\_\_\_\_\_  
Date

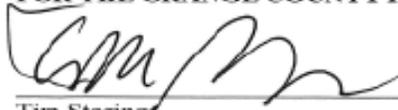
  
\_\_\_\_\_  
Lori Zeller  
Deputy Chief, Administration & Support Bureau

12/3/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jim Ruarie  
Assistant Chief, Logistics

12-3-18  
\_\_\_\_\_  
Date

**FOR THE ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION**

  
\_\_\_\_\_  
Tim Steging  
President

11/28/2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Matt Schuetz  
Vice President

11/29/2018  
\_\_\_\_\_  
Date

**APPENDIX F-5**  
**Air Rescue Ops. Program Agreement**

**AIR RESCUE OPERATIONS PROGRAM AGREEMENT**  
**BETWEEN**  
**ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631**  
**AND**  
**ORANGE COUNTY FIRE AUTHORITY**

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, heli-rappeling, heli-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 9, 32, and 61 and Heavy Rescue 6) 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.

**APPENDIX F-6**  
**Relief Crew Chiefs/Helicopter Program**

**RELIEF CREW CHIEFS/HELICOPTER PROGRAM AGREEMENT**  
**BETWEEN**  
**ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631**  
**AND**  
**ORANGE COUNTY FIRE AUTHORITY**

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 1, 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.

**APPENDIX F-7**  
**FF/PM Helicopter Rescuer Selection**

**FIREFIGHTER/PARAMEDIC HELICOPTER RESCUER SELECTION AGREEMENT**  
**BETWEEN**  
**ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631**  
**AND**  
**ORANGE COUNTY FIRE AUTHORITY**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) hereby enter into this agreement as of March 18, 2016 which sets forth the criteria and methodology for the selection of firefighter/paramedic helicopter rescuer positions. The criteria and methodology shall be as follows:

1. The OCFA will select employees from the Firefighter Unit to perform in the capacity of firefighter/paramedic helicopter rescuer in order to have sufficient personnel available to adequately staff the helicopter mission.
2. Minimum requirements to be considered for the rescuer position are:
  - Rank of firefighter
  - Qualified and accredited in Orange County as a paramedic
  - Minimum of (one) 1 year experience as an OCFA paramedic
  - Overall rating of "Standard" or above on most recent annual review of performance
3. The OCFA shall maintain the right to determine the appropriate number of firefighter/paramedic helicopter rescuers at any one time.
4. Training provided to firefighter/paramedic helicopter rescuers will be the same as that provided to those personnel who participate in the Air Rescue Program while assigned to the Technical Rescue Trucks (TRT).
5. In order to develop an opportunity for succession planning, additional training in the duties of Crew Chief and the Air Operations tract under California Incident Command Certification System (CICCS) will be provided at OCFA's expense.
6. An interview process will be required to select the firefighter/paramedic helicopter rescuers. The interview panel will be comprised of one (1) OCFA subject matter expert selected by the Air Operations Program Manager, one (1) outside agency subject matter expert selected by the Air Operations Program Manager, and one (1) OCPFA representative.
7. Firefighter/paramedic helicopter rescuers will be assigned to a twenty-four (24) hour shift for a period of six (6) months after which they will return to their post position in the field.
8. OCFA and OCPFA agree to meet and review the Firefighter/Paramedic Helicopter Rescuer selection and staffing annually.
9. Personnel assigned as firefighter/paramedic helicopter rescuers will be issued individual personal protective equipment (PPE).

**APPENDIX F-8**  
**Staffing Air Operations Second Helicopter**

**STAFFING AIR OPERATIONS SECOND HELICOPTER  
AGREEMENT BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION  
IAFF-LOCAL 3631  
FOR THE FIREFIGHTER UNIT**

This Side Letter of Agreement ("Agreement") between the Orange County Fire Authority ("Authority") and the Orange County Professional Firefighters Association, IAFF – Local 3631 ("Association"), (collectively, "Parties") is entered into with respect to the following:

*WHEREAS, the Authority currently staffs one (1) helicopter in the air rescue operations program and intends to staff a second helicopter year-round, ten (10) hours per day, seven (7) days per week effective August 17, 2018; and*

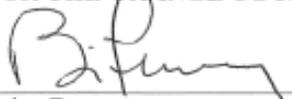
*WHEREAS, the purpose of the second helicopter is to bolster firefighting and initial attack of vegetation fires within OCFA's jurisdiction and the Operational Area; and*

*WHEREAS, the following sets forth the Parties' Agreement:*

1. The Authority will assign a Fire Pilot and Crew Chief to a 4/10 work schedule. Based on fire season and day-light savings time, the shift will begin at 8 a.m. or 10 a.m. The Authority will assign another Fire Pilot and Crew Chief to an offset 4/10 work schedule. On the day where the two shifts overlap, personnel will be used to up-staff air resources, conduct training, and/or complete administrative work.
2. Employees who are assigned to a 4/10 schedule will receive additional compensation as specified in Article XXIV, Section 3.1 – in addition to their regular pay – in the amount of seven and one-half percent (7.5%) staff assignment pay (SAP) and ten percent (10%) staff incentive pay (SIP) or paramedic bonus, whichever is higher.
3. Overtime will be used to fill openings on the second helicopter. When there are openings without availabilities, employees will be force hired to maintain the availability of the second helicopter. Employees (staff or field) filling these overtime vacancies will be compensated at the staff overtime rate of pay, including seven and one-half percent (7.5%) staff assignment pay (SAP) and ten percent (10%) staff incentive pay (SIP) or paramedic bonus, whichever is higher.
4. Based on operational needs and staffing patterns, the Authority may temporarily extend the hours of helicopter operation; examples include, but not limited to fire activity, weather conditions, and significant incidents.

5. The second helicopter may be deployed for out-of-county responses on a case-by-case basis as directed by the Fire Chief, Operations Chief, or Duty Chief.

**FOR THE ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Brian Fennessy  
Fire Chief

7/31/18  
Date

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

7/31/18  
Date

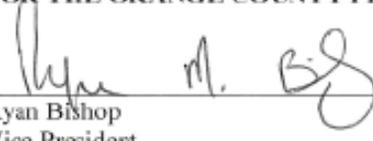
  
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Dave Anderson  
Assistant Chief, Support Services

7/31/18  
Date

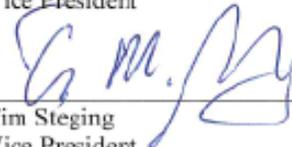
  
\_\_\_\_\_  
Brigitte Gibb  
Human Resources Director

7/31/2018  
Date

**FOR THE ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION**

  
\_\_\_\_\_  
Ryan Bishop  
Vice President

7/31/2018  
Date

  
\_\_\_\_\_  
Tim Steging  
Vice President

7/31/2018  
Date

**APPENDIX F-9**  
**Staffing and Operating Heli Tender When Deployed Outside of Orange County**

**SIDE LETTER OF AGREEMENT**

BETWEEN

ORANGE COUNTY FIRE AUTHORITY

AND

ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION  
IAFF-LOCAL 3631 FOR THE FIREFIGHTER UNIT

AND

ORANGE COUNTY EMPLOYEES ASSOCIATION  
FOR THE GENERAL AND SUPERVISORY MANAGEMENT UNITS

This Side Letter of Agreement ("Agreement") between the Orange County Fire Authority ("Authority"), the Orange County Professional Firefighters Association, IAFF – Local 3631 ("Local 3631") and the Orange County Employees Association for the General and Supervisory Management Units ("OCEA") (collectively "Parties") is entered into with respect to the following:

**WHEREAS**, the Authority uses a vehicle known as a "Heli Tender" which is used to transport fuel for reasons which include delivering fuel to Authority helicopters which provide services both within and outside Orange County; and

**WHEREAS**, the Parties acknowledge that the Authority utilizes Reserve Firefighters who are properly licensed to operate a Heli Tender to deliver fuel when operationally necessary within Orange County; and

**WHEREAS**, the purpose of this Agreement is to memorialize how the Heli Tenders will be operated when it is necessary for them to be deployed outside of Orange County; and

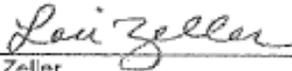
**WHEREAS**, the following sets forth the Parties' Agreement:

1. Whenever it becomes necessary for an Authority Heli Tender to be deployed for service outside of Orange County, the following shall occur:
  - a. A Heli Tender trained Fire Apparatus Engineer from Local 3631 will have primary responsibility to staff the Authority Heli Tender for the drive from the Authority to the out of County location where the Heli Tender is needed.
  - b. If a Fire Apparatus Engineer from Local 3631 is not available to staff the Heli Tender (i.e., voluntarily agrees to be deployed), the Authority will have the ability to offer that work to employees in OCEA who have secondary responsibility to staff the Heli Tender (up to eight (8) employees in the classifications (total between the five classifications) of Assistant Fire Apparatus Technician, Fire Apparatus Technician, Senior Fire Apparatus Technician, Fire Delivery Driver or Fire Apparatus Parts Specialist). If that

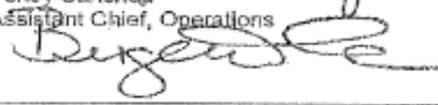
occurs, the OCFA will offer the deployment of the Heli Tender to one of the eight employees in these five classifications.

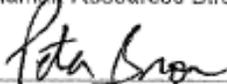
- c. The Authority agrees that Fire Apparatus Engineers from Local 3831 will be provided with training related to staffing and operating the Heli Tender during the Engineer Academy.
- d. The Authority agrees that up to eight (8) employees in the classifications (total between the five classifications) of Assistant Fire Apparatus Technician, Fire Apparatus Technician, Senior Fire Apparatus Technician, Fire Delivery Driver or Fire Apparatus Parts Specialist will be provided with time during work hours for necessary training to remain eligible to perform this work. This training may include attendance at the Engineer Academy while the Fire Apparatus Engineers are being trained on the Heli Tender
- e. The Parties agree that the maximum length that an employee may be deployed to an out of County emergency as the operator of Heli Tender is 168 hours (exactly one week). If it is necessary to have the Heli Tender onsite for more than 168 hours, the employee onsite must be replaced by another employee.

ORANGE COUNTY FIRE AUTHORITY

  
Lori Zeller  
Assistant Chief, Business Services

  
Pokoy Sanchez  
Assistant Chief, Operations

  
Brigitte Gibb  
Human Resources Director

  
Peter Brown  
Labor Negotiator

10/3/18  
Date

ORANGE COUNTY PROFESSIONAL  
FIREFIGHTERS ASSOCIATION

  
Tim Steging  
Vice President

  
Michael A. McGill  
Labor Negotiator

ORANGE COUNTY EMPLOYEES  
ASSOCIATION

  
Aaron Peardon  
Sr. Labor Relations Representative

10/3/18  
Date

**APPENDIX G-1**  
**Firefighter/Paramedic Assignment Pay Agreement**

**FIREFIGHTER/PARAMEDIC  
ASSIGNMENT PAY AGREEMENT  
BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION  
IAFF-LOCAL 3631**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF - Local 3631 (OCPFA) (collectively the "Parties") enter into this Agreement on the subject of Firefighter/Paramedic Assignment Pay. In recognition of the immediate organizational need of qualified paramedics, the Parties agree as follows:

1. When an organizational need exists, Firefighters, upon successful paramedic accreditation with Orange County Emergency Medical Services (OCEMS), will receive a salary step increase to Step 7. Those individuals already at or above Step 7 will remain in their current salary step.
2. In addition, the Firefighter/Paramedic will receive Paramedic Specialty Pay of fifteen percent (15%) of their base salary in conformance with Article XXIV, Section 2. The salary step increase, if applicable, and Paramedic Specialty Pay will be effective the first day of the pay period immediately following the completion of OCEMS accreditation.

**APPENDIX G-2**  
**Academy Probationary Firefighter/Paramedic Assignment Pay Agreement**

**ACADEMY PROBATIONARY FIREFIGHTER/PARAMEDIC  
ASSIGNMENT PAY AGREEMENT  
BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION  
IAFF- LOCAL 3631**

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IA FF - Local 3631 (OCPFA) (collectively the "Parties") enter into this Agreement on the subject of Academy Probationary Firefighter/Paramedic Assignment Pay. In recognition of the immediate organizational need of qualified paramedics, the Parties agree as follows:

1. When an organizational need exists, probationary Firefighters who graduate from an OCFA Firefighter Academy may activate as Paramedics upon successful accreditation with Orange County Emergency Medical Services (OCEMS).
2. Upon successful OCEMS accreditation, the probationary Firefighter will be assigned to a Firefighter/Paramedic post position effective the first day of the pay period immediately following a Firefighter/Paramedic post position becoming vacant. Assignment from probationary Firefighter to probationary Firefighter/Paramedic will not lengthen the duration of the probationary period. Those individuals assigned from probationary Firefighter to probationary Firefighter/Paramedic will receive a step increase to Step 7.
3. In addition, the probationary Firefighter/Paramedic will receive Paramedic Specialty Pay of fifteen percent (15%) of their base salary in conformance with Article XXIV, Section 2. The step increase and Paramedic Specialty Pay will be effective the first day of the pay period immediately following the completion of OCEMS accreditation.
4. For this Agreement only, the Standard Operating Procedure (H.R. 05.01) requirement of "Minimum of 1 year experience as a full-time OCFA firefighter" will be waived.
5. This Agreement shall have the same effect as a "no harm/no foul" offer. Regardless of whether the probationary Firefighter accepts, refuses, or is unsuccessful in the accreditation process, it will have no adverse effect on his/her probationary status. Additionally, if the probationary Firefighter decides to proceed with the accreditation, the probationary Firefighter may withdraw his/her paramedic status with no adverse effect on his/her probationary status. a. This section does not apply to probationary Firefighters who, as a condition of employment, are required to obtain OCEMS paramedic accreditation.

**APPENDIX H**  
**Standard Operating Procedures and General Orders Incorporated to the MOU**

There shall be no changes to the following Standard Operating Procedures and General Order during the term of the MOU without mutual agreement.

- AD 03.10 Payroll Check/Statement Issuance
- AM 101.02 Physical Fitness Program Procedures
- AM 103.07 Grocery Shopping While on Duty for Suppression Personnel
- AM 103.10 Grooming Standards
- GO #6 Conflict of Interest
- HR 01.01 Procedures for Bilingual Pay
- HR 03.04 Employee Transfer
- HR 03.10 Staffing Procedures
- HR 03.12 Vacation Scheduling – Firefighter Unit Personnel
- HR 03.14 Protected Holiday Vacation and Staffing Policy
- HR 05.01 EMS Licensure, Accreditation Certification (\*\* Note)
- HR 01.03 Seniority List Procedure
- OM 202.10 US&R Canine Search Program
- OM 205.21 Heat Illness Prevention and Rehabilitation
- UN 01.01 Descriptions, Use and Maintenance of Uniforms
- UN 01.04 Uniform Issuance and Replacement

In addition, both parties agree that if the Fire Authority desires to develop an Off Duty Conduct SOP, it will formulate a work group which will include members of the Association, Local 3631.

**\*\* Note:**

An exception to the requirement for mutual agreement to changes is not required for SOP HR 05.01 if the changes are driven by Federal, State, or Local EMS Agencies.

**APPENDIX I**  
**Side Letter re Interview Panels and Limited Term Hand Crew Firefighters**

**ADDENDUM TO  
SIDE LETTER OF AGREEMENT  
BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION  
IAFF-LOCAL 3631  
FOR THE FIREFIGHTER UNIT**

This Addendum to Side Letter of Agreement (“Agreement”) between the Orange County Fire Authority (“Authority”) and the Orange County Professional Firefighters Association, IAFF – Local 3631 (“Association”), (collectively, “Parties”) is entered into with respect to the following:

**WHEREAS**, on September 28, 2018, the Parties entered into a side letter addressing interview panels and Limited Term Employees. The fully executed side letter is below as Attachment A; and

**WHEREAS**, as part of the Parties’ negotiations for a successor Memorandum of Understanding with a term of September 1, 2020 to August 31, 2022, the Parties agree to modifications to the side letter dealing with use of Limited Term Employees; and

**WHEREAS**, the following sets forth the Parties’ Agreement:

1. The Parties agree that this addendum to their side letter with the original side letter will be attached to the Parties’ MOU as Appendix I.
2. The Parties agree that the expiration date of August 31, 2020 in the original side letter no longer applies. As such, the side letter does not have an expiration date and will continue as the Parties’ agreement subject to changes when the parties negotiate any future successor MOUs.
3. The OCFA’s team of Limited Term Hand Crew Firefighters (referred to as the Irvine Seasonal Hand Crew) can continue to work as Limited Term Hand Crew Firefighters through the end of their current deployment (i.e., end of the season approximately November 1, 2020).
4. The OCFA is permitted to either use the current Limited Term Hand Crew Firefighters or recruit for new Limited Term Hand Crew Firefighters through the end of the deployment in 2021 (i.e., end of the season approximately November 1, 2021).
5. Except as provided in the Parties’ original side letter (attached as Attachment A), the OCFA may not use Limited Term Hand Crew Firefighters beyond the end of the deployment in 2021 (i.e., end of the season approximately November 1, 2021), unless the Parties reach an agreement to permit it or the original side letter (Attachment A) is changed through future labor negotiations.

**SIDE LETTER OF AGREEMENT  
BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION  
IAFF-LOCAL 3631  
FOR THE FIREFIGHTER UNIT**

This Side Letter of Agreement ("Agreement") between the Orange County Fire Authority ("Authority") and the Orange County Professional Firefighters Association, IAFF — Local 3631 ("Association"), (collectively, "Parties") is entered into with respect to the following:

**WHEREAS**, on August 27, 2018, the Parties met to discuss several issues, two of which were the composition of interview panels for Firefighter Trainees and the use of Limited Term Employees; and

**WHEREAS**, as a result of the Parties' meeting, they reached a few agreements which they wish to memorialize; and

**WHEREAS**, the following sets forth the Parties' Agreement:

1. Interview Panels:

- a. For Firefighter Trainee recruitments which will occur following the last date of execution of this Agreement, the Authority will use three employees per panel at the ranks of Fire Apparatus Engineer and Fire Captain as raters on the panel interviews.
- b. If, in setting up the panel interviews, the Authority is having any issues with adequately staffing the panels with current employees at the ranks of Fire Apparatus Engineer and Fire Captain, the Authority will notify the Association approximately forty-five (45) days before the interview panels are scheduled to convene. The purpose will be to discuss the issues (e.g., the need to force employees to staff the panel or backfill a shift of an employee who will be on the panel or to use retired employees on the panels) so that the issues can hopefully be resolved by mutual agreement in advance of the interviews. The goal will be that approximately thirty (30) days before the panel interviews convene, the Parties will evaluate the progress of resolving the issues so that by the time the panels convene, they will run smoothly.
- c. If mutual agreement is not achieved through discussions per Section 1.b., then the Authority will proceed with the panel composition identified in Section 1.a.

2. Use of Limited Term Employees:

During their meeting on August 27, the Parties discussed an issue regarding the use of Limited Term employees as provided for in their current Memorandum of Understanding (MOU) which has a term of September 1, 2016 through August 31, 2020. The Authority had hired a Limited Term Employee due to a Hand Crew Firefighter being on a long-term workers' compensation leave. The Association took the position that the Authority was not permitted to hire a Limited Term Employee in that situation, but rather, is only permitted to hire Limited Term Employees if a member

of the bargaining unit is on an "Official Leave" as defined in the MOU. The Parties disagree on their respective interpretations of the MOU on this issue.

However, to avoid a grievance or other challenge regarding the Authority's use of Limited Term Employees during the remainder of the term of the Parties' current MOU (the Parties can, if they desire to do so, modify their MOU on this issue during upcoming negotiations for a successor MOU) the Parties agree to the following:

For the remainder of the term of the Parties' current MOU — through at least August 31, 2020, unless otherwise agreed to by the Parties, Hand Crew Firefighter is the only rank (represented by the Association) for whom the Authority may hire Limited Term Employees.

The Parties agree that the intent is to utilize limited term employment status temporarily only to fill behind a long term leave of a permanent Hand Crew Firefighter. The Parties also agree that the intent is to maintain a permanent crew of regular status Hand Crew Firefighters. If there is a dramatic decrease in the number of permanent Hand Crew Firefighters caused by leaves of absence which impacts the crew's ability to operate, the parties will meet to discuss options.

**APPENDIX J**  
**Side Letter re Shift Public Information Officer (PIO)**

**SIDE LETTER OF AGREEMENT  
BETWEEN  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION  
FOR THE FIREFIGHTER UNIT**

This Side Letter of Agreement (“Agreement”) between the Orange County Fire Authority (“Authority”) and the Orange County Professional Firefighters Association, Local 3631 (“Association”), (collectively, “Parties”) is entered into with respect to the following:

**WHEREAS**, as a result of the Parties’ recent discussions about transitioning staff Public Information Officer (PIO) positions to shift PIO positions, the Parties agree to all of the following terms for employees regularly assigned to the PIO positions, effective as of the date in which the transition from staff to shift PIOs becomes effective (estimated in February 2020):

1. The OCFA will complete an internal recruitment to hire three current OCFA Fire Captains to fill three Shift PIO positions, with each assigned to work a fifty-six hour average workweek, and with the assignment requiring a commitment for each Shift PIO to serve a minimum of two-years. The Shift PIO shall not be involuntarily removed from the assignment during the two-year commitment absent due process and the other rights provided by Article VIII of the parties’ MOU.
2. The Shift PIOs will work at the Regional Fire Operations & Training Center (RFOTC) as their regular daily work location, and will sleep in the dorms in the Emergency Command Center (ECC) at the RFOTC.
3. The Shift PIOs will report to the Communications Director as their immediate supervisor with respect to day to day functions. However, with respect to performance of fire suppression work by the Shift PIOs, for which technical skills are required, the Shift PIOs shall report to their Battalion Chief in the Battalion where the fire suppression work is being performed (such as when the Shift PIOs may work overtime shifts in the field, or other similar performance of fire suppression work).
4. Hiring for backfill of the Shift PIOs will be handled by the Communications Director based on need. When backfill or callback of a Shift PIO is necessary, the Communications Director will utilize the new list of qualified employees to fill the vacancy. Every effort will be made to maintain the basic intent of equal backfill distribution. Shift PIOs are exempt from forced backfill for vacancies in field post positions and may be forced for Shift PIO positions at the discretion of the Communications Director. The performance of PIO work will remain, as it always has, a function performed by members of the Association.
5. The Shift PIOs will receive SAP and SIP, which is authorized pursuant to the MOU for designated staff positions. The following definition is added to the 2016-2020 MOU to clarify the parties intent that the Shift PIOs are the only shift employees recognized as designated staff positions for purposes of SAP and SIP:

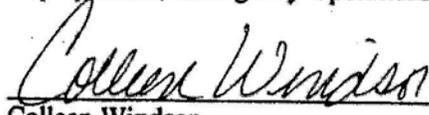
**DESIGNATED STAFF POSITION** shall mean all staff employees assigned to a forty (40) hour workweek and also include the three shift (fifty-six hour average workweek) employees regularly assigned to the Public Information Officer positions. With the

exception of the three shift employees regularly assigned to the Public Information Officer positions, all other employees assigned to a fifty-six hour average workweek are not included in the definition of designated staff position.

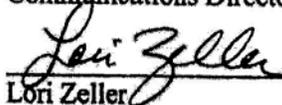
**FOR THE ORANGE COUNTY FIRE AUTHORITY**

  
\_\_\_\_\_  
Mark "Pokey" Sanchez  
Deputy Chief, Emergency Operations Bureau

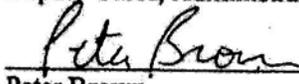
1/13/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Colleen Windsor  
Communications Director

1-14-20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lori Zeller  
Deputy Chief, Administration & Support Bureau

1/13/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Peter Brown  
Labor Negotiator

1/13/20  
\_\_\_\_\_  
Date

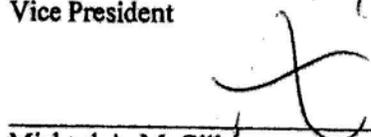
**FOR THE ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION**

  
\_\_\_\_\_  
Matt Schuetz  
Vice President

1/13/20  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ryan Bishop  
Vice President

1/13/2010  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael A. McGill  
Labor Negotiator

January 13, 2020  
\_\_\_\_\_  
Date