

**Tentative Agreement - June 14, 2022**

**MEMORANDUM OF UNDERSTANDING  
20~~22~~<sup>18</sup>-202~~31~~<sup>34</sup> BETWEEN THE  
ORANGE COUNTY FIRE AUTHORITY  
AND  
ORANGE COUNTY FIRE AUTHORITY MANAGEMENT ASSOCIATION**



This is a consolidated Memorandum of Understanding that sets forth the terms of agreement reached between the Orange County Fire Authority and the Orange County Fire Authority Management Association for the period beginning June 2~~3~~<sup>5</sup>, 20~~22~~<sup>18</sup> through June 2~~2~~<sup>4</sup>, 202~~31~~<sup>34</sup>. All economic provisions go into effect either on the date specifically provided for in this MOU or on the first date of the pay period following Board approval if not specifically addressed.

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## ARTICLE I

### GENERAL PROVISIONS

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

The provisions of this Memorandum of Understanding (“MOU”) shall commence on June 2~~3~~<sup>5</sup>, 20~~22~~<sup>24</sup> ~~48~~, unless another implementation date is specified within the MOU, and shall expire on June 2~~2~~<sup>4</sup>, 20~~23~~<sup>31</sup>. During the term of this MOU, the parties agree that if they mutually agree to reopen the MOU on any subject addressed in the MOU, they can do so. However, neither party is obligated to reopen as it requires a mutual agreement to reopen on subjects addressed in the MOU.

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

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

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

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

## ARTICLE II

### COMPENSATION

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

A. The base salaries for employees in the unit are set forth in the salary schedule of this MOU which is included as Appendix B of this MOU.

~~A. Compensation Increases~~

~~1. Effective on the first day of the pay period following Board approval of this MOU, employees covered by this Agreement shall receive a one and eighty-four one hundredths percent (1.84%) base salary increase.~~

~~2. Effective in the pay period including the date which is exactly one (1) year from the first salary increase, employees covered by the Agreement shall receive a two percent (2.0%) base salary increase.~~

~~3. Effective in the pay period including the date which is exactly two (2) years from the first salary increase, employees covered by the Agreement shall receive a two percent (2.0%) base salary increase.~~

B. Employees shall receive compensation on a salary basis at a biweekly rate within the range and step assigned to the class in which they are employed.

C. The Fire Chief may, in those instances where ~~he/she~~ they determines that it is in the best interest of the Authority, approve additional individual salary increases, provided that the amount, when added to any other increase, shall not exceed fifteen percent (15%); however, no such increase shall cause an employee's salary to exceed the maximum of the applicable salary range.

D. If any employee is required to work an unusually large number of hours as a result of natural disasters and/or officially declared emergencies, such as floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances such as special projects, excessive call backs, etc., the Fire Chief, any Assistant Chief or Director may authorize additional compensation for such an employee or group of employees whom the Fire Chief, any Assistant Chief or Director determines should receive additional compensation. The rate of such compensation shall be equal to one-eightieth (1/80) of the employee's regular biweekly pay rate for the hours in excess of eighty (80) hours in a pay period. The Fire Chief, any Assistant Chief or Director may also authorize Management Administrative Leave (MAL) for members of the OCFAMA bargaining unit in lieu of compensation provided within this paragraph. MAL will not have cash value and cannot be cashed out (as permitted per agreement by Labor Code Section 227.3) at any time including at the end of employment. MAL can be used just like vacation by making a request to use it with each employee's supervisor.

E. No employee's base salary shall exceed the maximum of the salary range, except

pursuant to the Y-Rate provisions in Article II, Section ~~4~~<sup>5</sup> of this MOU.

- F. No employee's salary shall be less than the minimum rate in the range assigned to the class in ~~which he/she is~~ they are employed.
- G. ~~The Fire Authority will conduct a classification and compensation study of the classifications in the OCFAMA which will be completed during the last year of the term of this MOU. The study will be conducted by a third party consultant. The parties agree to the following regarding the study:~~
- ~~1. It will include updates to job descriptions to reflect current job duties assigned and/or performed.~~
  - ~~2. It will compare wages of bargaining unit positions as compared to comparable classifications at the agencies surveyed in the study.~~
  - ~~3. It will conduct both an external wage analysis (as described in paragraph 2 above) and an internal wage analysis of positions in the same classification series.~~
  - ~~4. The Authority will provide the OCFAMA with a draft of the report of the study and the OCFAMA will have (thirty) 30 days to provide any response regarding the report.~~
  - ~~5. The Authority will review the OCFAMA's response to the draft report and consider that information in providing direction to the consultant conducting the study.~~
  - ~~6. The final report from the consultant will be provided to the OCFAMA.~~

~~The Parties agree that in conducting the classification and compensation study, one of the compensation elements of that study will be the inclusion of the employer's contribution to deferred compensation. The OCFAMA contribution will be five hundred dollars (\$500).~~

At any time, the Association may request that the Authority conduct a classification and/or compensation analysis of any of its bargaining unit classifications. The Authority is under no obligation to conduct the analysis and its decision as to whether to do so remains within its discretion and not subject to the filing of a grievance.

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

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

## **Section 3. Base Salary on Promotion**

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

#### **Section 4. Base Salary on Reassignment or Reclassification**

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

- A. If the position is reassigned or reclassified to a class with the same salary range, the base salary of the employee shall remain the same as in the former class.
- B. If the position is reassigned or reclassified to a class with a higher salary range, the employee's compensation shall be moved to the higher range. The employee's initial base salary in the new higher range shall either remain the same (if it is already within the higher range) or be increased at the discretion of the Assistant Chief/Human Resources Director.
- C. If the position is reassigned or reclassified to a class with a lower salary range and the employee's current base salary exceeds the maximum of the new class, the base salary of the employee shall be "Y-rated" and thus maintained and not increased until the employee's base salary in the reassigned to or reclassified into position exceeds the employee's previous compensation. "Y-rate" shall mean a pay outside of the assigned salary range of a class. If the position is reassigned or reclassified to a class with a lower salary range and the employee's current base salary falls within the lower salary range, the base salary of the employee shall remain the same. If the employee is not at the top of their range, the date they are eligible for their next merit increase will not change.

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

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

law and may be appointed to the position at any rate on the salary range.

**Section 6. Working Out of Class Acting Pay**

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

- ~~1. When an employee is temporarily assigned to a vacant higher-level position, the employee shall be granted Acting Pay equivalent to five and one half percent (5.5%) above their base rate of pay, or the top step of the classification to which the employee is temporarily assigned, whichever is less. Acting Pay is only applicable in the event of a position vacancy or long-term leave of absence.~~
- ~~2. An employee becomes eligible for Acting Pay once they have worked in excess of 80 continuous hours per calendar year during which the employee is required to perform the duties of the higher-level position. At the conclusion of the acting assignment, the employee's base salary shall be reduced to the salary the employee was previously receiving inclusive of any base salary increase provided to the unit as well as any merit increase (if applicable) the employee would have earned while they were acting.~~
- ~~3. An employee who was not at the top of their salary range when temporarily assigned to the higher classification shall maintain their merit increase eligibility date in their regular lower classification. If the employee is granted a merit increase in the lower class, their Acting Pay shall be adjusted in accordance with Section 7 of this Article.~~
- ~~4. Acting Pay shall not exceed a period of one (1) year.~~

**Section 7. Annual Merit Review Program**

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

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

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

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

Performance Salary Increase Effective Date	Pay Period #
August <del>31, 2018</del> <u>26, 2022</u>	19
<del>August 30, 2019</del>	<del>19</del>
August <del>28, 2020</del> <u>25, 2023</u>	19

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

**B. Eligibility for Annual Merit Review Program**

1. Except as provided in B.2 below, all employees are eligible to receive performance salary increases through the Annual Merit Review Program.
2. An employee hired or promoted into a classification in this unit on or after March 1 shall not be eligible to receive a performance salary increase during ~~his/her~~their first performance rating year period of employment or promotion. Such employees shall be eligible for performance salary increases the next subsequent performance rating year period.
3. Part-time employees (a regular, limited-term, or probationary employee who, upon hire or starting in the position, is reasonably expected to average at least twenty (20) hours of service per week) shall be eligible for performance salary increases upon completion of two thousand eighty (2,080) hours of employment. Performance salary increases shall be effective the first day of the pay period following the completion of said period.

**C. Merit-Based Contribution to 401(a) Deferred Compensation for Employees at the Maximum of their Salary Range**

For employees in the Unit who are at the maximum of their salary range, they shall be eligible to receive a merit-based contribution to their 401(a) deferred compensation account. Eligibility for this deferred compensation contribution will be assessed based on performance evaluations during the evaluation cycle of August 1 to July 31. ~~The first rating period where employees will be eligible for this contribution will be August 1, 2017 through July 31, 2018 with the first contributions made in January 2019.~~ Eligibility to receive a contribution will be based on the following:

1. Employees must be at the maximum of their salary range at the time they receive their annual performance evaluation.
2. To be eligible to receive the merit based deferred compensation contribution, employees must receive a rating of at least “standard” as the overall rating on their

annual performance evaluation.

3. Employees who qualify for the merit based contribution to their deferred compensation account will receive a contribution of five hundred dollars (\$500).
4. Employees at the maximum of their salary range are eligible to receive the merit based contribution to their deferred compensation account each year after receiving their annual performance evaluation. The deferred compensation contributions will be made in the first pay period of January in the following year.

## **Section 8. Bilingual Pay**

- A. Employees who are eligible for bilingual pay as set forth below, shall receive an additional thirty (30) cents per hour up to a maximum of forty (40) hours per FLSA workweek (approximately fifty-two dollars (\$52) per month) for all hours actually paid.
  1. An employee must be conversant in one (1) of the pre-designated languages to qualify to receive bilingual pay:
    - Spanish
    - Vietnamese
    - Korean
    - American Sign Language
    - Chinese/Mandarin/Cantonese
  2. Other languages may qualify on a case-by-case basis.
  3. The employees must be approved by the Assistant Chief/Human Resources Director, or their designee -per AM SOP 103.02.
- B. An employee shall not be eligible to receive ~~more than one (1) type of~~ bilingual pay for more than one language at the same time concurrently.
- C. Bilingual pay shall be considered part of base pay for employees receiving workers' compensation benefits and be considered as part of the employee's base pay if the employee is entitled to receive his/her/their compensation per any other provision of law.:-
- D. A bilingual employee may be called upon to speak or translate a second language at any time, as Authority needs dictate.
- E. An employee who is receiving bilingual pay and no longer wishes to use his/her/their bilingual skills may make a request to the Assistant Chief/Human Resources Director to no longer be required to use those skills and no longer receive the pay. The request shall be made in writing to the Assistant Chief/Human Resources Director who shall consider it according to:
  1. Authority need,
  2. Availability of a qualified replacement; and

3. Availability of another suitable assignment for the requesting employees.

### **Section 9. Deferred Compensation**

An employee may, at ~~his/her~~their request, participate in the Authority's 457(b) Deferred Compensation Plan. This plan is one hundred percent (100%) employee funded.

### **Section 10. Work Schedules**

A. Employees may be assigned to one of the following standard work schedules:

1. 9/80 – that consists of eight (8), 9-hour (nine hour) workdays and one (1) 8-hour (eight hour) hour workday in the two-week pay period. The work schedule shall include two consecutive calendar days off in the workweek during which the employee works the eight hour alternating regular day off and three consecutive calendar days off in the workweek during which the employee's alternating regular day off is an off day. For this work schedule, each employee's FLSA work-week shall end exactly four hours after the start time of the employee's Friday shift.
2. 5/40 – that consists of five (5) 8-hour (eight-hour) workdays in a workweek. Each workweek shall contain two (2) consecutive calendar days off work. The employee's FLSA workweek shall begin at 12:00 a.m. on Sunday and shall end the following Saturday at 11:59 p.m.
3. 4/10 – that consists of four (4) 10-hour (ten-hour) workdays in a workweek. Each workweek shall contain three (3) consecutive calendar days off work. The employee's FLSA workweek shall begin at 12:00 a.m. on Sunday and shall end the following Saturday at 11:59 p.m.
4. Employees may be able to telecommute per the Authority's telecommuting policy if approved.

B. The Authority reserves the right to implement other alternate work schedules in emergencies or to authorize alternate work schedules requested by OCFAMA, if the needs of the operation would be better served. The Authority shall discuss with the OCFAMA any proposed changes in work hours or existing work schedules before such changes are put into effect. Whenever practicable, the Authority shall provide written notification of such proposed changes to the OCFAMA at least fourteen (14) calendar days before such changes are put into effect.

C. As employees who are exempt from overtime, employees in this Unit may be provided with the ability to flex their work hours within a workweek. For example, an employee may work twelve (12) hours in one day and may be permitted to work fewer hours in another day during the workweek.

D. The provisions of this Section 10D are effective until June 22, 2023. Except as provided below, employees in this unit are provided the ability to telecommute up to two workdays (one or two workdays) in a workweek as described in the OCFA's Telecommuting Policy (Policy) dated September 1, 2021. Employees who are designated as eligible to telecommute will either be eligible to telecommute one or two workdays per week based

on the “Position Eligibility Criteria” or “Employee Eligibility Criteria” as described in the Policy.

An employee who is designated as eligible to telecommute two (2) workdays per week must make an election to either telecommute or receive an allotment of Paid Annual Leave (PAL) in addition to the PAL time referenced in {Article 5, Section 10} as follows:

1. An eligible employee who elects to telecommute two (2) workdays per week shall telecommute two (2) workdays per week during the term of the MOU and shall not accrue any additional PAL; and
2. If such employee elects to telecommute one (1) workday per week, they shall telecommute one (1) workday per week and shall also receive 20 hours of additional PAL during the term of this MOU.

An employee who is designated as eligible to telecommute one (1) workday per week shall make an election to either telecommute (and also receive 20 hours of additional PAL) or not telecommute and receive 40 hours of additional PAL during the term of the MOU.

If an eligible employee who elects to telecommute (either one (1) or two (2) workdays per week) changes their mind during the term of this MOU, they will begin to accrue additional PAL prorated to the term remaining on the MOU at a rate of 1.54 hours per pay period. If an eligible employee who elected to receive additional PAL, chooses to telecommute during the term of the MOU, they shall be eligible to telecommute (either one (1) or two (2) days depending on the number of days they have been deemed eligible). In addition, if, at the time they choose to telecommute they have used more PAL hours than they have earned (based on accrual of 1.54 hours per pay period) they will be required to designate which one of their accrued leaves they want the OCFA to reduce to pay back for the excess PAL used to date during the term of the MOU.

An employee designated as ineligible, either based on “Position Eligibility Criteria” or “Employee Eligibility Criteria” as described in the Policy, shall receive an additional 40 hours of PAL.

For employees who are ineligible to telecommute, the additional 40 hours of PAL shall become available for use effective following the adoption of this MOU, for all employees who have provided notification to HR/Payroll of their ineligible status, along with confirmation by their Department Head of the ineligible status. For employees who are eligible to telecommute, but who elect to receive and use 40 hours of additional PAL time during the term of this MOU, the PAL time shall become available for use the pay period following adoption of this MOU and upon receipt (by the Human Resources Department) of the employee’s election to receive additional PAL time.

Should an employee who is approved to telecommute (one or two) workdays subsequently become ineligible during the term of this MOU (i.e., through promotion or organizational needs), they shall receive an amount of additional PAL hours prorated to the term remaining on the MOU at a rate of 1.54 hours per pay period.

## ARTICLE III

### BENEFITS

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

##### A. Eligibility

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

##### B. Final Compensation for Legacy Members of OCERS

“Final Compensation” for Legacy Members of OCERS, in accordance with Government Code Section 31462(a), means the average annual compensation earnable by a member during any three (3) 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 (3) years immediately preceding his or her retirement. If a member has less than three (3) 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 twelve (12).

##### C. Cost of Living Adjustments

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

##### D. Retirement Formulas and Employee Contributions

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

- a. Retirement Formula: These employees receive the 2.7% at age 55 formula in accordance with Government Code Section 31676.19.

Employees shall pay their maximum employee contribution based on age of entry into OCERS, including any increases to the maximum employee contribution as calculated by OCERS.

###### 2. Employees Hired by the Authority after December 1, 2012 ~~with Reciprocal Retirement Benefits~~ Are Legacy Members under OCERS

- a. Retirement Formula: These employees receive the 2% at age 55 formula in accordance with Government Code Section 31676.16.

Employees shall pay their maximum employee contribution based on age of entry into OCERS, including any increases to the maximum employee contribution as calculated by OCERS.

3. Employees Hired by the Authority on or after January 1, 2013 with No Reciprocal Benefits
  - a. The retirement formula is the 2.5% at age 67 retirement formula per Government Code Section 7522.20(a), utilizing the average three (3) highest years of compensation per Government Code Section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement.
  - b. Employee Contribution: Such employees shall pay one half the normal cost as defined by the PEPRA.

## Section 2. Insurances

### A. CalPERS Health Care

1. The Authority ~~shall continue to maintain its health contract with provides health insurance benefits to employees through the California Public Employees' Retirement System (CalPERS) for employees' health care coverage through the Public Employees' Medical and Hospital Care Act. (PEMHCA).~~
2. The Authority shall contribute towards the payment of health care ~~for employees' health care coverage. premiums~~ on behalf of each eligible active employee and each eligible retiree, an equal contribution as set forth in California Government Code 22892 ~~of the Public Employees' Medical and Hospital Act of the~~ (PEMHCA). That amount is equal to the PEMHCA statutory minimum ~~which is \$149 for 2022, and a yet undetermined amount for years following 2022.~~ Eligible active employees include the following:
  - i. Full-time regular, limited-term or probationary employees who, upon hire or starting in the position, are reasonably expected to average thirty (30) or more hours of service per week [i.e. one hundred thirty (130) hours per month]; and
  - ii. Part-time regular, limited-term or probationary employees who, upon hire or starting in the position, are reasonably expected to average at least twenty (20) hours of service per week.
- 2.3. The Authority shall provide a Section 125 Cafeteria Plan for active eligible employees and pay the following amounts for employees' health care coverage and other benefits:
  - a. For 2022~~18~~, full-time employees shall receive a monthly cash allotment in the amount of ~~one thousand seven hundred and sixty-eight dollars and eighty-two cents (\$1,768.82)~~ two thousand one hundred and ten dollars and sixty-seven cents (\$2,110.67). This amount shall be adjusted annually each January in the amount equal to the average percentage increase of the CalPERS Health Plans for that year. The average percentage increase shall be computed by averaging the

increase in the CalPERS Health Plans in which the employees are eligible to participate, with the exclusion of the Plan with the highest premium.

a.b. Part-Time employees shall receive fifty-percent (50%) of the amount provided in paragraph (a) above.

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

b.c. Eligible Opt-Out Arrangement: Upon providing reasonable evidence of alternative coverage, as required by the ACA's Eligible Opt Out Arrangement rules (below), a full-time or part-time employee as defined in Section 2.A.2 of this Article, shall be entitled to receive the monthly cash allotment in taxable cash.

Pursuant to the Affordable Care Act (ACA) Employer Mandate "affordability" determination, an Eligible Opt-Out Arrangement requires the following for employees who opt-out of employer-provided health coverage and receive cash in lieu:

1. Employee must provide reasonable evidence that the employee and each member of the employee's expected tax family (individuals the employee expects to claim personal exemption deduction) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
2. The opt-out payment may not be made if the employer knows or has reason to know that the employee or any other member of the employee's expected tax family does not have or will not have the alternative coverage;
3. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and
4. The reasonable evidence, which can be a simple attestation by the employee, must be provided no earlier than a reasonable period of time before the plan year begins.

4. The Authority may reopen negotiations if there are changes that occur in connection with the Affordable Care Act.

#### A.B. Health Plan Enrollment

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

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

2. Employees who are terminated due to disciplinary action or reduction in force, or who voluntarily resign from employment, may continue their health care coverage until the end of the month following the month in which the employee is terminated. However, the Authority's contribution towards the employee's health care coverage the month following termination shall be in accordance with California Government Code Section 22892, i.e., the PEMHCA statutory minimum amount.
3. An employee shall be given the opportunity to enroll in a medical plan or to change medical plans on the effective date of ~~his/her~~their retirement.
4. In all health plans, the Authority shall provide a minimum one (1) month period, each fiscal year, for open enrollment of employees and employees' dependents.
5. Two (2) full-time employees married to each other, or in a registered domestic partnership, 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 Orange County Professional Firefighters Association, Local 3631, as either an employee or dependent.
6. The Authority may re-open negotiations on the subject of the Affordable Care Act or its impacts.

#### B-C. Other Insurance Coverage

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

- to purchase additional life and accidental death and dismemberment coverage, including dependent coverage.
- d. Dental and orthodontia insurance coverage, at no cost to the employee, for the employee and dependents. Part-time employees shall have the option of purchasing dental insurance for the employee and ~~his/her~~their dependents by paying one-half (½) the monthly rate paid by the Authority for full-time employees, provided the employee's normal workweek consists of at least twenty (20) hours.
  - e. Vision care insurance coverage, at no cost to the employee, for the employee and dependents.

### ~~C. Premium Only Plan~~

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

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

#### 1. Retiree Medical Insurance Grant

- a. The Authority shall administer a Retiree Medical Insurance Grant plan, which will also be referred to herein as a "defined benefit plan" for employees who have retired or terminated from Authority service and who meet the eligibility requirements set forth in paragraph ~~DE~~.2, of this Section.
- b. Upon paid Authority retirement, an eligible retiree who has enrolled in a "qualified health plan" (as defined in the Plan) or in Medicare as stated in the Plan and required by the "qualified health plan," shall receive a Retiree Medical Insurance Grant.
- c. An eligible former employee who terminated from Authority service prior to retirement, who is fifty-five (55) years of age or older and who is enrolled in a recognized health plan or Medicare as stated in the Plan and required by the "recognized health plan," shall receive a Retiree Medical Insurance Grant.
- d. The Retiree Medical Insurance Grant may be applied only towards the cost of retiree and dependent coverage in a "qualified health plan", as reimbursement for a portion of the cost of eligible former employee and dependent coverage in a recognized health plan and/or Medicare premiums as provided in Sections ~~DE~~.1.d.i, ~~DE~~.1.d.ii, and ~~DE~~.1.d.iii of this Section.
  - i. Effective January 1, 20~~22~~18, the Retiree Medical Insurance Grant shall be an amount based on ~~twenty six dollars and six cents (\$26.06)~~ thirty dollars and fifty-nine cents (\$30.59) per month for each full year of service to a maximum of ~~six hundred fifty one dollars and fifty cents (\$651.50)~~ seven hundred sixty four dollars and seventy five cents (\$764.75) 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 percent (5%) per year. In no case shall the Retiree Medical Insurance Grant exceed the actual cost of the health insurance and/or Medicare premiums.

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

## 2. Eligibility Requirements for Retiree Medical Insurance Grant

- a. Retirees must be actively retired from the Authority and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). An eligible former employee must be at least age fifty-five (55) and enrolled in a recognized health plan.
- b. Only employees hired before January 1, 2007 shall be eligible to participate in the Retiree Medical Insurance Grant Plan.
- c. A retiree or eligible former employee must have retired or terminated employment with the Authority with at least one (1) year of service (2,080 hours), except as provided in Sections ~~DE~~.2.c.i, ii, and iii of this Section.
  - i. A retiree of the Authority who receives a service-connected disability retirement from OCERS shall be eligible for a Retiree Medical Insurance Grant equal to either ten (10) years of service or actual years of service, whichever is greater.
  - ii. A retiree who receives a non-service connected disability retirement shall be eligible for a Retiree Medical Insurance Grant based on actual years of

service.

- iii. A separated employee who is less than 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.
- d. All eligible retirees, eligible former employees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Retiree Medical Insurance Grant. All eligible retirees, eligible former employees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Retiree Medical Insurance Grant.
- e. Deferred Retirement
  - i. An employee who, upon separation from the Authority, is eligible for paid retirement and elects deferred retirement must defer participation in the Retiree Medical Insurance Grant until such time as ~~he/she~~they becomes an active retiree. However, in order to be eligible for health care coverage provided by CalPERS, retirement must not be deferred for more than one hundred twenty (120) days after the employee separates from Authority Service.
  - ii. An employee with at least one (1) year of service (2,080 hours), who is not eligible for paid retirement at the time ~~he/she~~they separates from Authority service and elects deferred retirement status shall not become eligible for participation in the Retiree Medical Insurance Grant until ~~he/she~~they becomes fifty-five (55) years of age.
- f. For purposes of this Section, a full year of service shall mean those regular hours of Service the employee worked as a regular, limited-term and/or probationary employee. Two thousand eighty (2,080) regular hours, shall equal one (1) full year of service.

### 3. Employee Contribution

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

### 4. Survivor Benefits

- a. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty percent (50%) of the Retiree Medical Insurance Grant authorized for the retiree.
- b. A surviving eligible retiree or eligible former employee who qualifies for a monthly retirement allowance and who was married to a retiree or eligible former employee

who was also eligible for a Retiree Medical Insurance Grant shall receive the survivor benefit described in Section E.5.a of this Section, or ~~his/her~~ their own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants.

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

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

6. During the term of this ~~2022-18-2023-1~~ MOU, the Authority agrees to participate in a Joint Labor Management Committee with the Association to discuss issues regarding the Retiree Medical, classifications (e.g., job descriptions) and any other issue the parties wish to discuss. ~~Insurance Grant. Either party may provide the other with information about the Grant.~~ Neither party is obligated to engage in labor negotiations regarding topics addressed in this MOU~~the grant.~~

E. Defined Contribution Retiree Medical Plan

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

F. Physical Examination

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

G. Optional Benefit Plan (OBP)

1. The Optional Benefit Plan is a cash allotment which allows employees the option to take the benefit as taxable cash and/or apply the allotment to the cost of non-taxable benefits as described in the Authority's Section 125 Cafeteria Plan, based on personal preferences.

~~1.2.~~ Each eligible employee shall be entitled to select benefits ~~from those listed below~~ at a cost to the Authority not to exceed one thousand nine hundred dollars (\$1,900) for each calendar year.

~~2.3.~~ The purpose of the OBP is to provide options to individual employees to best meet the needs of themselves and dependents while relieving the employee of external influences that might impair ~~his/her~~ their performance.

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

~~1. Cash (taxable);~~

~~2. Health/accident;~~

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

~~ii. Employee's share of Authority health insurance premiums (employee and/or dependents). Also includes payment of Accidental Death and Dismemberment coverage for employee and dependents available through the Authority;~~

~~iii. Health care, vision, and/or dental (employee and/or dependents) excluded or partially excluded under the Authority's insurance plans. Examples of items covered under this provision include: deductibles, eye care, lenses, and frames.~~

4. To be eligible, each employee must file an Intent to Participate form by December 31 each year and in accordance with provided instructions. For new employee enrollment, the amount available to the employee shall be prorated based on month(s) of eligibility. An employee's designations are irrevocable, unless ~~he/she~~ has they have -a change in family status. Eligible expenses must be incurred during an OBP period in which an employee is eligible and has sufficient fund balance to cover the expense. ~~Claims may be filed at any time during the plan period, and all claims must be filed no later than ninety (90) days following the close of the OBP period. Upon approval and required written authorization, payment shall be made.~~
5. Eligibility – an employee is eligible to receive the OBP, provided ~~he/she is~~ they are continuously employed in a full-time capacity. Employees hired or promoted after the commencement of an OBP shall be eligible for the OBP on a prorated basis the first day of the month following the twenty-eighth (28<sup>th</sup>) day in a position in the Unit. Employees working in a job-sharing assignment in a full-time (regular, probationary, or limited-term) position shall be eligible to receive the OBP in proportion to each employee's regularly scheduled hours.
6. Any portion of the optional benefit not incurred within the OBP period shall remain Authority funds.
7. ~~Reimbursement claims shall be made via debit card transaction or mobile application or on forms authorized by the Human Resources Director. Only claims that are accompanied by complete documentation of an eligible expense during the OBP period will be approved.~~

#### H. Flexible Spending Accounts

1. Medical Flexible Spending Account - The Authority will administer a Medical Flexible Spending Account that will allow employees to contribute pre-tax dollars into an account that can be used throughout the year on qualified medical, dental, and vision expenses for both the employee and their dependents.

3.2. Dependent Care Flexible Spending Account - The Authority will administer a Dependent Care Flexible Spending Account that will allow employees to receive reimbursement of eligible, work-related dependent care expenses using pre-tax dollars.

## ARTICLE IV

### REIMBURSEMENT PROGRAMS

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

A. Subject to the current vehicle rules and regulations established by the Board, an employee who is authorized by the Fire Chief to use a private automobile in the performance of ~~his/her~~ their duties shall be paid for each mile driven in the performance of ~~his/her~~ their duties during each monthly period as provided below:

1. The reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

B. An employee who is required by the Authority to furnish a privately-owned vehicle for the performance of ~~his/her~~ their duties on Authority time shall receive a minimum of ten dollars (\$10) in any month in which the actual mileage reimbursement would otherwise be less than ten ~~(\$10)~~ dollars (\$10). The minimum shall not apply in any month:

1. In which the employee has not actually worked eighty (80) hours;

2. Unless the employee claims the ten dollar (\$10) minimum and the Authority certifies that the employee was required to use a privately-owned vehicle on Authority business.

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

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

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

A. The tuition reimbursement program in this Unit is designed to:

1. Enhance professional job skills; and
2. Encourage ongoing professional development.

B. Eligibility of courses shall be generally based on the provisions of Standard Operating Procedure HR.02.09 (Employee Tuition Reimbursement Part 1, Article III, Section 2 of the Personnel and Salary Resolution). ~~Approval for other courses such as certificate programs, seminars, and workshops shall be subject to the approval of the requesting employee's Executive Manager.~~

- C. ~~For approved college or other approved graded courses (approved coursework is defined in the OCFA SOP regarding Tuition Reimbursement), reimbursement shall require a minimum final grade of “C” or better for undergraduate courses and a minimum final grade of “B” or better for graduate courses. For courses that are not graded, reimbursement shall require proof of successful completion. No reimbursement shall be made for audited or incomplete courses.~~
- D. Reimbursement from the Authority shall not exceed two thousand dollars (\$2,000) in any fiscal year and shall apply to tuition, registration, lab fees, books, and approved related expenses; and shall be processed according to ~~the Authority’s tuition reimbursement process~~SOP HR.02.09. Equipment purchases are not covered under the program.
- E. Reimbursement received from other sources for expenses covered in this Section shall be deducted before the Authority provides tuition reimbursement.
- F. Employees are also eligible to be reimbursed for job-related licenses and certifications. Reimbursement may include expenses related to the costs necessary to obtain and/or maintain the license or certification subject to the following:

The license or certification cannot be a minimum qualification for the employee’s job classification.

The decision to reimburse an employee for any costs related to obtaining or maintaining such a certification or license is subject to the discretion of the employee’s ~~Department Head~~Director or Assistant Chief whose decision is final.

A decision to not reimburse an employee for costs related to obtaining or maintaining a particular job-related license or certifications is not subject to filing a grievance.

**ARTICLE V**

**LEAVES OF ABSENCE**

**Section 1. Sick Leave**

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

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

<u>YEARS OF COMPLETED CONTINUOUS SERVICE</u>	<u>HOURS OF CONTINUOUS SERVICE</u>	<u>HOURLY ACCRUAL RATE</u>	<u>ANNUAL ACCRUAL</u>
<u>From date of employment but less than 3 years</u>	<u>1 through 6,240.00 regularly scheduled hours</u>	<u>0.0347 hours for each regularly scheduled work hour paid</u>	<u>Approximately 72 hours per year</u>
<u>After 3 years</u>	<u>6,240.01 or more regularly scheduled hours</u>	<u>0.0462 hours for each regularly scheduled work hour paid</u>	<u>Approximately 96 hours per year</u>

B. When determined to be in the best interest of the Authority, the Fire Chief may approve up to forty (40) hours of sick leave be provided to a newly appointed employee.

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

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

help employee separates employment and is rehired, ~~his/her~~ their rehire date will be used to determine when ~~he/she is they are~~ credited ~~his/her~~ their annual paid sick leave allotment.

#### E. Permitted Uses of Sick Leave

Sick leave may be applied to:

1. An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.
2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the employee's supervisor.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the Authority that the presence of the employee on duty would endanger the health of others.
4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of ~~his/her~~ their immediate family. For purposes of this paragraph, immediate family shall mean spouse, registered domestic partner, parent, parent-in-law~~father, father-in-law, mother, mother-in-law~~, step-parent, ~~brother, sisters~~sibling, ~~wife, husband~~, child, step-child, grandparent, grandchild, step-grandchild, dependent adult or child for whom the employee is the legal guardian, or as otherwise defined by law.

For purposes of use of sick leave under this paragraph, employees are entitled to use up to one half of ~~his/her~~ their annual accrued sick leave for the illness/injury of immediate family.

- a. Extra help employees may also apply sick leave for themselves or an immediate family member for the preventative care or care of an existing health condition or for specified purposes if the employee is a victim of domestic violence, sexual assault, or stalking.
5. Illness while on paid vacation (this does not apply to Authority provided holidays) shall be charged to sick leave rather than vacation only under the following conditions:
  - a. The employee must notify ~~his/her~~ their supervisor within four (4) calendar days of the beginning of the illness or prior to the end of ~~their his/her~~ vacation, whichever is sooner, to request that ~~their his/her~~ illness on vacation be charged to sick leave.
  - b. The Authority shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - c. Upon the employee's return to work, the employee must furnish the Authority with a certificate signed by a licensed physician, registered nurse, or recognized health care provider stating the period of sickness.

~~6.~~ Absence from duty because of personal business not to exceed twenty (20) working

hours during the fiscal year. This Section E.6 does not apply to extra help employees. For the term of this MOU (June 23, 2022 – June 22, 2023) employees in this unit may be absent from duty because of personal business for an additional forty (40) working hours for a total of sixty (60) working hours. These 40 additional working hours to be used for personal business shall sunset on June 22, 2023.

F. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other Authority-approved evidence of illness, injury, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

G. Sick Leave Payoff

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

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

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

- ~~b. **During Employment:** For calendar year 2018 and 2019: Not more than once in each fiscal year, an employee who has accumulated unused sick leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his/her accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.G.1.a of this Article. The employee's sick leave balance shall be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.G.1.a of this Article.~~

~~Effective for calendar year 2020 and every year thereafter: By December 15 of each year (starting on December 15, 2019 for cash out in 2020), an employee who has accumulated unused sick leave in excess of two hundred eighty (280) hours~~

may do either of the following:

- i. Request that up to one-third of the balance above two hundred eighty (280) hours, but no more than the maximum permitted by IRS Code, be placed in to the employee's deferred compensation account either with the pay day for pay period 12 or pay period 26; or
- ii. Make an irrevocable election to cash out up to ninety-two (92) hours of accrued sick 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 sick leave ~~he/she~~ they irrevocably elected to cash out in either two (2) separate increments of up to forty-six (46) hours each or one (1) increment of up to ninety-two (92) hours. The employee will be paid up to forty-six (46) hours on the pay day for pay periods 12 and 26 or the employee can elect to be paid up to ninety-two (92) hours on the pay period for pay period 26. However, at the time of cash out, the employee's sick leave balance cannot be reduced below two hundred eighty (280) hours. Therefore, if based on the employee's use of sick leave, cash out of sick leave would bring the employee's balance below two hundred eighty (280) hours, the employee will only receive cash for the amount of leave that exceeds two hundred eighty (280) hours.

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 ~~Assistant Chief/Director of~~ Human Resources Director for a ~~cash out payoff~~ of accrued sick leave. The amount of sick leave which may be ~~cash out paid off~~ is limited to the amount necessary to meet the emergency. The maximum ~~cash out payoff~~ the employee can receive for an emergency is limited up to one-third (1/3) of all ~~their~~ his/her accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours.

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

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

If there is any change in the law regarding the payoff of sick leave or vacation which occur during the term of this MOU, the Parties agree that either party may reopen negotiations on this section of the MOU.

- c. **Payment of Sick Leave to Deferred Compensation:** An employee who has given irrevocable written notice of their his/her intent to retire at least thirty (30) calendar days prior to the effective date of their his/her retirement, may request that the payoff of their his/her accumulated sick leave be made to their his/her deferred compensation account with the Authority up to the maximum amount permitted by the IRS Code and to the extent permitted under the provisions of Section 1.G.1.a of this Article. Such payoff shall be made prior to the effective date of employee's retirement.

**Section 2. Vacation**

A. Accumulation of Vacation

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

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

<u>YEARS OF COMPLETED CONTINUOUS SERVICE</u>	<u>EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE</u>	<u>HOURLY ACCRUAL RATE</u>	<u>ANNUAL ACCRUAL</u>
<u>0 to 3 years</u>	<u>1 through 6,240.00 regularly scheduled hours</u>	<u>0.0577 hours for each regularly scheduled hour paid</u>	<u>Approximately 120 hours per year</u>
<u>After 3 years but less than 10 years</u>	<u>6,240.01 through 20,800.00 regularly scheduled hours</u>	<u>0.077 hours for each regularly scheduled hour paid</u>	<u>Approximately 160 hours per year</u>

<u>After 10 years</u>	<u>20,800.01 or more regularly scheduled hours</u>	<u>0.0962 hours for each regularly scheduled hour paid</u>	<u>Approximately 200 hours per year</u>

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

**B. Vacation Credit**

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

**C. Maximum Allowable Vacation Accrual**

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

**D. General Provisions Applicable to Vacation**

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
2. A leave of absence without pay shall cause the ten (10) years of full-time Authority service (described on paragraph A above) to be postponed by the length of the leave.
3. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
4. Vacations shall be scheduled for employees by the Authority; however, consideration shall be given to effectuating the wishes of those employees requesting specific

vacation periods.

5. Employees shall not be required to return to work during the time of ~~their his/her~~ paid vacation except in cases of emergency.
6. No scheduled vacation shall be canceled, except in cases of emergency.
7. When an employee's Authority service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years of Authority service, with the part-time service being applied proportionately to the appropriate full-time interval.
8. No employee shall be permitted to work for compensation for the Authority in any capacity during the time of ~~their his/her~~ paid vacation from the Authority service. Employees are permitted to receive reimbursements for voluntary service as Reserve Firefighters while on paid vacation from Authority service.

E. Vacation ~~Cash Out~~ Payoff

1. An employee separating from Authority service for reasons other than paid Authority retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from Authority service by way of paid Authority retirement may elect either to take time off for ~~their his/her~~ vacation or to be paid for ~~their his/her~~ vacation in a lump sum payment.

~~2. For calendar year 2018 and 2019: An employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. An employee who is within fifteen (15) hours of the applicable maximum allowable vacation accrual (as set forth in paragraph C above) may request to be paid for one (1) additional increment of up to eighty (80) hours in each fiscal year.~~

~~3.2. 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 eighty (80) hours 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 ~~they he/she~~ irrevocably elected to cash out in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. The employee would be paid forty (40) hours on both the pay day for pay periods twelve (12) and twenty-six (26) or the employee can elect to be paid eighty (80) hours 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 eighty (80) hours 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 Director of Human Resources 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 eighty (80) hours of all ~~their 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, ~~they were 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.

### **Section 3. Holidays**

#### **A. Holidays Observed**

Employees shall observe the following holidays:

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

#### **B. Holiday Compensation**

1. For each holiday each full-time employee scheduled to work, but permitted to take the

day off, shall be paid for the number of hours the employee is regularly scheduled to work that workday computed at the employee's base hourly rate. A part-time employee scheduled to work, but permitted to take the day off shall receive pay computed at the employee's base hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of nine (9) hours of holiday pay.

2. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.
3. When a holiday falls on a Sunday, the next day (Monday) shall be observed as the holiday.
4. When Christmas Eve, Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.
5. Employees shall be paid on the paycheck following the pay period during which the holiday occurred.
6. Full-time employees who are on a pay status during the pay period that includes March 1st each fiscal year shall be credited with two (2) hours of paid time at the end of the pay period that includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of paid time.
7. Eligibility for Holiday Pay
  - a. An employee must be in paid status on their regular work days immediately preceding and after the holiday in order to receive holiday pay.
  - b. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
  - c. An employee who elects paid Authority retirement on a holiday shall be paid for the holiday.
  - d. An employee who is terminating employment for reasons other than paid Authority retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
  - e. With Authority approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.
8. Compensation for Work on Holidays: An employee who is required to work on a holiday shall, in addition to ~~their his/her~~ regular pay, receive compensatory time for each hour worked on a holiday at a rate of one and one half (1.5) times the employee's base hourly rate.

9. Holidays that fall during an employee's vacation period shall not be charged against the employee's vacation balance.
10. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the Authority. ~~Employees shall be paid for all compensatory time in excess of eighty (80) hours.~~

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

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

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

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

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

##### **B. Official Leave Without Pay**

1. Upon request, an employee may be granted an Official Leave of absence without pay. Such Leave, if granted, shall not exceed one (1) year, except as provided in paragraphs B.2 and B.3 of this Section. The Fire Chief may require that all or a portion of accrued compensatory time and vacation be used prior to granting such Leave.
2. An Official Leave of Absence without pay may be extended for up to an additional year at the discretion of the Fire Chief. If the Fire Chief denies the extension of such Leave, paragraphs B.5 and B.6 of this Section shall not apply.
3. An employee shall give notice two (2) weeks prior to the date they wants to return to work. If an employee does not give the required notice prior to the date they 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 Director/Assistant Chief shall indicate on the request for Leave of Absence their his/her recommendations as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Assistant Chief/Human Resources Director. The Assistant Chief/Human Resources Director shall render a decision within thirty (30) days of when the request is submitted to him/her. If the Assistant Chief/Human Resources Director approves the request, a leave approval

~~letter will be prepared and sent to the requesting employee, Payroll staff, and he/she shall deliver a copy to the Finance Manager, the Department Head/Director/Assistant Chief, and the employee.~~

5. If the Assistant Chief/Human Resources Director modifies or does not approve a request for Official leave without pay, the employee and/or the Department Head/Director/Assistant Chief may, within fifteen (15) calendar days of said action, file a request with the Assistant Chief/Human Resources Director for review by the Fire Chief. Upon such request, the Assistant Chief/ Human Resources Director shall forward a copy of the request for Official Leave without pay to the Fire Chief for final determination. The employee and the Director/Assistant Chief shall notify the Assistant Chief/Human Resources Director whether ~~they he/she~~ shall submit their his/her position in a written statement or wishes to appear before the Fire Chief. The decision of the Fire Chief on such appeals shall be final.
6. An Official Leave without pay shall not be deemed a break in Authority service. However, an employee shall not accrue seniority when on such leave.

#### C. General Provisions

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

#### **Section 6. Jury Duty Leave**

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

An employee who is called for jury duty shall be compensated for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours. An employee who calls the court while at work and finds out that they must report to jury duty the next day must continue to work the remainder of their workday but will be relieved from duty (if still working) 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 they are on jury duty, they must either return to work after the jury service is done for the day if there are still four hours left in their regular workday or coordinate with their manager regarding the rest of their workday. This may include being permitted to telework for the day.

#### **Section 7. Witness Leave**

An employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant or where the subpoena is related to the employee's employment with another employer, shall be compensated as

though he or she was working for all hours of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the Finance Manager. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

### **Section 8. Workers' Compensation Leave**

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

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

### **Section 9. Catastrophic Leave**

- A. Eligibility for Donations - To receive Catastrophic Leave Donations, an employee or ~~their his/her~~ immediate family member (immediate family member is defined as ~~spouse, registered domestic partner, parent, parent-in-law, father, father-in-law, mother, mother-in-law, step-parent, sibling, brother, sister, wife, husband, child, step-child, grandparent, grandchild, step-grandchild, registered domestic partner,~~ or legal guardian) must:
1. Have a catastrophic medical condition that shall require the employee to be on unpaid Leave.
  2. Exhaust all allowable accrued sick leave, vacation, and compensatory time.
  3. Submit to the employee's Director/Assistant Chief (or ~~their 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 ~~their his/her~~ immediate family, and must include an estimated time the employee shall be unable to work.

#### B. Request for Additional Donations

Employees who receive donations and who exhaust all donated sick leave may request an additional donation period(s).

#### C. Donation Procedure

1. Upon receipt of a valid request for donations from an eligible employee, the Director/Assistant Chief (or ~~their his/her~~ designee) shall post a notice of the eligible employee's need for donations on the Authority e-mail system, bulletin boards, or other means of notification accessible to employees. Confidential medical information, unless voluntarily provided by the employee to the Authority, shall not be included in the posted notice.
2. Employees shall be provided a two (2) week period to submit their donations; donations received after the submission period shall not be processed.
3. All donations shall be voluntary.
4. Employees may donate vacation or compensatory time to the eligible employee's catastrophic leave bank; sick leave may not be donated.
5. Donations must be a minimum of two (2) hours, but cannot exceed eight (8) hours; all donations must be made in whole hour increments.
6. All donations shall be irrevocable.
7. At the close of the donation period, the Finance Division shall verify the hourly rate of the donating employee and confirm that each donating employee has accrued time balances sufficient to cover the designated donation.
8. The Finance Division shall process all donations at one (1) time; no additional donations shall be processed.
9. The Authority shall convert the donated time to dollars at the hourly rate of the donor. The dollars shall then be converted to accrued vacation and sick leave, as described herein, at the hourly rate of the recipient of the donation. Donated converted hours shall first be added to the recipient's accrued vacation, to the maximum permitted under Article V, Section 2(C). The balance of the donated converted hours shall then be added to the recipient's sick leave account. These donated vacation and sick leave hours shall be available for use during the recipient's Catastrophic Leave. If any donated hours remain at the end of the recipient's Catastrophic Leave, they shall remain available for the sole use of the recipient. If the recipient dies during the Catastrophic Leave, all unused donated time shall be converted to dollars at the hourly rate of the recipient and paid to the recipient's surviving spouse or registered domestic partner, or estate in the same manner as any monies due for vacation and/or

compensatory time.

10. An employee who is using a Catastrophic Leave donation shall not have that time count for purposes of probation and merit increase eligibility. The probation period and time for eligibility for a merit increase shall be extended by the length of the use of Catastrophic Leave.

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

A. Employees are eligible to use paid annual leave (PAL) in addition to their other accrued leave as follows:

1. In the year in which an employee completes ~~their his/her~~ new hire probation with the Authority, ~~an full-time~~ employee will be eligible to take up to forty (40) hours of PAL time off once completing probation as well as in each subsequent calendar year. A part-time employee will be eligible to take up to twenty (20) hours of PAL time off once completing probation as well as in each subsequent calendar year.
2. For employees who have passed their new hire probation with the Authority, on January 1 of each year, employees will receive forty (40) hours of PAL time to use throughout that calendar year.
3. PAL time may not be accrued and must be used within the year earned, which shall be no later than December 31 of that year. If any of the forty (40) hours of PAL are not used by the employee, it will result in the employee's PAL bank being increased for the following year so that ~~they have he/she has~~ exactly forty (40) hours to use within that calendar year. At no time can the employee have more than forty (40) hours in ~~their his/her~~ PAL bank except for those employees who earn additional PAL hours per Article II, Section 10D for the 2022-23 MOU which must all be used during the term of that MOU.
4. As permitted by Labor Code Section 227.3, PAL may not be cashed-out at any time, including at the end of employment.
5. Approval to use PAL is subject to operational need and the requests should be made in advance. If a specific date is denied, the approving manager will attempt to schedule a mutually agreeable alternate date. Such alternate dates must be scheduled within the year the PAL is earned.

#### **Section 11. Family and Medical Care Leave / California Family Rights Act Leave and Pregnancy Disability Leave**

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

#### **Section 12. 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.

A.B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such leave within any twelve (12) month period.

B.C. Parenthood Leave shall not be credited toward continuous service.

C. 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.

## ARTICLE VI

### EMPLOYEE/EMPLOYER RELATIONS

#### Section 1. Discipline

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

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

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

~~5.4.~~ An employee may represent himself/herself or may be represented by ~~his/her~~ a representative in the disciplinary process.

~~6.5.~~ An employee and ~~his/her~~ their representative shall receive written notice ~~upholdingsustaining, reducingmodifying, or withdrawing canceling a proposed notice of intent to~~ discipline on or prior to the effective date of such action.

~~7.6.~~ Should a proposed discipline become final, an employee shall receive a written notice of discipline which will include the employee's right to appeal such action pursuant to paragraph C of this Section.

B. Written Reprimand ~~or Denial of Merit Increase~~

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

C. Right to Appeal

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

D. Appeal Procedure ~~—The Skelly Process and Appeal Process~~

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

a. STEP 1

~~i. Written Reprimand or Performance Salary Increase Denial~~

~~Upon receipt of a written reprimand or denial of a performance salary increase, an employee may, within fourteen (14) calendar days of receipt of~~

~~such notice, submit a request to the Human Resources Director for a meeting to address the matter. The Human Resources Director shall schedule a meeting with the appropriate Authority representative to hear the employee's presentation. After the employee's presentation, a written determination shall be made within fourteen (14) calendar days.~~

~~ii.i. Written Reprimand or Notice of Suspension, Reduction in Pay, Demotion or Discharge~~

Upon receipt of a written reprimand or notice ~~of intent~~ to suspend, reduce in pay, demote or discharge an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Assistant Chief/Human Resources Director, for an appeal hearing meeting (called a Skelly meeting) to address the charges in the notice. The Assistant Chief/Human Resources Director shall schedule the meeting with the appropriate Authority representative to hear the employee's presentation. After the employee's presentation, a written determination shall be made within fourteen (14) calendar days. Should the 14<sup>th</sup> calendar day fall on a weekend or a holiday, receipt of and/or written determination will be made the first business day following the weekend or a holiday.

b. STEP 2

~~i. Written Reprimand or Performance Salary Increase Denial~~

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

~~ii.i. Written Reprimand, Suspension, Reduction in Pay, Demotion or Discharge~~

If the employee does not agree with the outcome in Step 1, the employee may within fourteen (14) calendar days of the receipt of the Step 1 written determination submit a written appeal to the Assistant Chief/Human Resources Director. Within fourteen (14) calendar days of receipt of the appeal, the appropriate Authority representative shall meet with the employee (including with the employee's representative if represented). Within fourteen (14) calendar days thereafter, a written decision shall be provided to the employee and their ~~his/her~~ representative if represented. Should the 14<sup>th</sup> calendar day fall on a weekend or a holiday, receipt of and/or written determination will be made the first business day following the weekend or a holiday.

ii. For a written reprimand, the Step 2 determination shall be final and binding and not referable to arbitration.

c. Arbitration

- i. For a suspension, reduction in pay, demotion or discharge, if the employee does not agree with the outcome at Step 2 the employee may appeal the matter to arbitration which shall be held in private, (i.e., not a public hearing) by submitting the appeal in writing (and signed by the employee and/or his/her representative if represented) to the Assistant Chief/Human Resources Director within fourteen (14) calendar days from the date of receipt of such Step 2 decision. Should the 14th calendar day fall on a weekend or a holiday, receipt of and/or written determination will be accepted or made the first business day following the weekend or a holiday.
- ii. The cost of an arbitrator shall be shared equally in all cases by the Authority and the Association (if the Association is paying for any part of the employee's appeal) or solely by the Authority if the Association is not providing any financial support to the employee appealing their discipline.

iii. Finding of Facts and Remedies

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

1. First, the arbitrator shall determine if the grounds for discipline were proven by the Authority. Second the arbitrator shall determine if the penalty imposed was appropriate given the proven grounds (which are supported by the facts alleged). If the arbitrator finds that the discipline was appropriate, they ~~he/she~~ shall so find and the discipline is then sustained.
2. If the arbitrator finds that either the grounds alleged were not proven or the penalty imposed was not appropriate given the grounds that were proven, they ~~he/she~~ shall have the authority to issue a decision which either modifies the discipline or concludes that it was issued without just cause.

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

iv. Arbitration appeal hearings for suspensions for less than forty (40) hours shall be limited to one (1) day, unless both parties agree that a

longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions.

- v. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, and each party shall alternately strike one (1) name from the list until only one (1) name remains. The parties will flip a coin to determine who will strike the first name.
- vi. 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.
- vii. 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.
- viii. At the hearing, both the employee and/or their representative and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
- ix. Oral evidence shall be taken only on oath or affirmation.
- x. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in their own behalf, the employee may be called and examined as if under cross-examination.
- xi. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of

any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are not, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

xii. 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.

xiii. The decision of the arbitrator shall be final and binding on all parties.

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

- ~~1. The cost of an arbitrator shall be shared equally in all cases by the Authority and the Association (if the Association is paying for any part of the employee's appeal) or solely by the Authority if the Association is not providing any financial support to the employee appealing his/her discipline.~~
- ~~2. Arbitration appeal hearings for suspensions of less than forty (40) hours shall be limited to one (1) day, unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions.~~
- ~~3. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, and each party shall alternately strike one (1) name from the list until only one (1) name remains. The parties will flip a coin to determine who will strike the first name.~~
- ~~4. Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the requested copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies, but not soon enough to comply with the above time limits, may be admitted, provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.~~
- ~~5. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.~~

- ~~6. At the hearing, both the employee and/or his/her representative and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
  - ~~a. Oral evidence shall be taken only on oath or affirmation.~~
  - ~~b. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his/her own behalf, the employee may be called and examined as if under cross-examination.~~~~
- ~~7. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are not, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.~~
- ~~8. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.~~
- ~~9. The decision of the arbitrator shall be final and binding on all parties.~~

## **Section 2. Grievance Procedure**

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

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

#### ~~Processing a Grievance~~

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

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

#### ~~STEP 1:~~

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

#### ~~STEP 2:~~

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

### B. General Provisions Grievances

1. If an employee does not present a grievance or does not appeal the decision rendered regarding their grievance within the time limits, the grievance shall be considered resolved.
2. If an Authority representative does not render a decision to the employee within the time limits, the employee may, within fourteen (14) calendar days, thereafter appeal to the next step in the procedure.
3. If it is the judgment of any management representative that they do not have the authority to resolve the grievance, they may refer it to the next step in the procedure. By mutual agreement of the Authority and the employee and/or their representative, Step 1 of the grievance procedure may be waived.
4. Upon prior written consent of the parties (i.e., the representatives of the Authority and the employee or their representative), the time limits at any step in the procedure may be extended.
5. Every reasonable effort shall be made by the employee and the Authority to resolve a grievance at the lowest possible step in the grievance procedure.
6. In order to encourage candid discussion and compromise in attempting to resolve grievances, the Authority and the employee and/or their representative agree that the grievance files of the respective parties shall be confidential.

7. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the Authority must, collectively present and pursue their grievance if they report to the same immediate supervisor.
  - a. 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.
8. An employee may represent himself/herself or may be represented by their representative in the formal grievance procedure.
9. Reasonable time off without loss of pay shall be given to:
  - a. An employee who has a grievance, in order to attend a meeting with their supervisor or other person with authority to resolve the matter, as prescribed herein.
  - b. An authorized grievance representative, in order to attend a meeting with the represented grievant's supervisor or other person with authority to resolve the grievance, or to obtain facts concerning the action grieved through discussion with the grievant or other employees.
10. The following restrictions shall apply in all cases to activities related to processing a grievance:
  - a. Before performing any activities related to processing a grievance during work hours, the grievant or grievance representative shall obtain permission of their supervisor, if applicable, and shall report back to the supervisor when the activity is completed.
  - b. Neither the grievant nor the grievance representative shall interrupt or leave their job to perform such activities unless their supervisor determines that such interruption or absence shall not unduly interfere with the work of the unit in which the grievant or representative is employed. However, an effort shall be made to grant such time off as soon as it is feasible to do so.
11. When an authorized grievance representative must go into another Section or unit to investigate a grievance, if applicable, the representative shall be permitted to do so provided that:
  - a. The representative checks in and checks out with the supervisor of the unit; and
  - b. Such investigation will not unduly interfere with the work of the unit.

### C. Processing a Grievance

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

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

1. STEP 1:

A grievance must be submitted in writing within fourteen (14) calendar days from the occurrence that gave rise to the problem and shall state the nature of the grievance and the requested remedy. A Step 1 grievance shall be heard by an appropriate Authority representative who has authority to consider the grievance. Within fourteen (14) calendar days after receipt of the written grievance, the employee (including their representative) and/or the Association representative shall meet in an attempt to resolve the grievance. Within fourteen (14) calendar days of that meeting, the Authority representative will then issue a decision at Step 1. Should the 14<sup>th</sup> calendar day fall on a weekend or a holiday, receipt of and/or written determination will be accepted or made the first business day following the weekend or a holiday. The grievance will either be resolved to the satisfaction of the grievant (employee or association) or the grievant has the right to request that the grievance be submitted to step 2.

2. STEP 2:

If the grievance is not resolved at Step 1, it may be appealed in writing to the Assistant Chief/Human Resources Director within fourteen (14) calendar days after receipt of the written decision from Step 1. Within fourteen (14) calendar days after receipt of the written Step 2 grievance, the Fire Chief or their designee shall meet with the grievant and their representative to try and resolve the grievance. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant and their representative. Should the 14<sup>th</sup> calendar day fall on a weekend or a holiday, receipt and/or written determination will be accepted or made the first business day following the weekend or a holiday.

The decision of the Fire Chief or their designee, regarding a substandard performance evaluation, shall be final and binding and shall not be referable to mediation or arbitration.

The decision of the Fire Chief or their designee, regarding a grievance that alleges a misinterpretation or misapplication of this MOU may be appealed further to mediation or arbitration.

B.D. Mediation

1. A grievant who is not satisfied with the decision at Step 2 has the right (but not the obligation) to request that the grievance be submitted to mediation to attempt to resolve.

2. Mediation is a non-binding process where the parties utilize the services of a mediator to try and reach an amicable resolution of the grievance. If mediation is chosen, the parties can either agree on a mediator they both wish to use or the Authority will contact the State Mediation and Conciliation Service to appoint a mediator.
3. ~~If the grievance alleges a misinterpretation or misapplication of this MOU, it may be appealed further to arbitration. The grievance will either be resolved to the satisfaction of the grievant (employee or association) or the grievant has the right to request that the grievance be submitted to arbitration.~~

#### C.E. Arbitration

1. If a grievance that alleges a misinterpretation or misapplication of this MOU is not resolved at Step 2 (or at mediation if that process is used) the grievant may request that it be submitted to arbitration. Such a request must be made within fourteen (14) calendar days from the date a decision was rendered at Step 2 or the completion of the mediation process. The arbitrator shall conduct a private hearing (i.e., not in public). The process for that hearing is set forth below.
2. If the grievance is decided by an arbitrator, the grievant and their his/her representative shall relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedures.
3. The cost of an arbitrator shall be shared equally in all cases by the Authority and the grievant.
4. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, and each party shall alternately strike one (1) name from the list until only one (1) name remains. The parties will flip a coin to determine who will strike the first name.
5. 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.

6. 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.
7. At the hearing, both the employee and/or the employee's representative and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
  - a. Oral evidence shall be taken only on oath or affirmation.
  - b. Each party shall have the ~~rightse rights:~~ to call and examine witnesses;~~;~~ ~~to~~ introduce exhibits;~~;~~ ~~to~~ cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination;~~;~~ ~~to~~ impeach any witness regardless of which party first called the witness to testify;~~;~~ and ~~to~~ rebut the evidence against the witness. If the employee does not testify ~~on their in his/her~~ own behalf, the employee may be called and examined as if under cross-examination.
  - c. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
  - d. 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.
  - e. The decision of the arbitrator shall be final and binding on all parties.

#### ~~General Provisions Grievances~~

~~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.~~

~~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.~~

~~If it is the judgment of any management representative that he/she does not have the authority to resolve the grievance, he/she may refer it to the next step in the procedure. By mutual agreement of the Authority and the employee and/or his/her representative, Step 1 of the grievance procedure may be waived.~~

~~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.~~

~~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.~~

~~In order to encourage candid discussion and compromise in attempting to resolve grievances, the Authority and the employee and/or his/her representative agree that the grievance files of the respective parties shall be confidential.~~

~~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.~~

~~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.~~

~~An employee may represent himself/herself or may be represented by his/her representative in the formal grievance procedure.~~

#### ~~Time Off for Processing Grievances~~

~~Reasonable time off without loss of pay shall be given to:~~

~~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.~~

~~An authorized grievance representative, in order to attend a meeting with the represented grievant's supervisor or other person with authority to resolve the grievance, or to obtain facts concerning the action grieved through discussion with the grievant or other employees.~~

~~The following restrictions shall apply in all cases to activities related to processing a grievance:~~

~~Before performing any activities related to processing a grievance during work hours, the grievant or grievance representative shall obtain permission of his/her supervisor, if applicable, and shall report back to the supervisor~~

~~when the activity is completed.~~

~~Neither the grievant nor the grievance representative shall interrupt or leave his/her job to perform such activities unless his/her supervisor determines that such interruption or absence shall not unduly interfere with the work of the unit in which the grievant or representative is employed. However, an effort shall be made to grant such time off as soon as it is feasible to do so.~~

~~When an authorized grievance representative must go into another Section or unit to investigate a grievance, if applicable, the representative shall be permitted to do so provided that:~~

~~The representative checks in and checks out with the supervisor of the unit; and~~

~~Such investigation will not unduly interfere with the work of the unit.~~

### **Section 3. Layoffs**

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

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

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

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

A new or reemployed employee who has been out of Authority service for more than two (2) years shall be placed on new probationary period for fifty-two (52) weeks from the date of appointment ~~ending with the first day of the pay period following completion of said period.~~ For example, if an employee was hired on Friday, October 21, 2022, their probationary period ends at 11:59 p.m. on Thursday, October 19, 2023.

##### **Part-Time Employee**

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

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

1. An employee who is promoted, ~~except on a temporary promotion,~~ shall be placed on promotional probation, except as provided in paragraph B.2 of this Section.

a. A full-time employee shall serve a probation period of fifty-two (52) weeks ~~ending with the first day of the pay period following completion of said period.~~ For example, if an employee was promoted on Friday, October 21, 2022 their probationary period ends at 11:59 p.m. on Thursday, October 19, 2023.

- b. A part-time employee shall serve a promotional probation period of two thousand eighty (2,080) paid hours ~~ending with the first day of the pay period following completion of said period.~~
2. When an employee is promoted, demoted or reassigned as a result of the employee's position being reclassified and the class from which the employee is promoted, demoted or reassigned is subsequently deleted or abolished, the incumbent employee shall not be required to serve a promotional probation period.

#### C. Failure of Probation

##### 1. New Probation

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

##### 2. Promotional Probation

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

#### D. General Provisions Regarding Probationary Periods

1. When an employee's record consists of a combination of full-time and part-time service, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, two thousand eighty (2,080) hours shall equal fifty-two (52) weeks.
2. When an employee successfully completes probation, it shall be based upon a written performance evaluation which shall be discussed with the employee. An employee who is permitted by the Authority to work beyond the end of a probation period shall

be deemed to have passed such probation period.

#### E. Extension of Probation Periods

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

#### Section 5. Performance Evaluations

- A. The Authority shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all employees at least once each year, and, in addition, for employees on probationary status, at least once near the middle of the probation period and prior to the end of the probation period.
- B. The Authority shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. The employee shall have thirty (30) days to attach a response to the evaluation.

#### Section 6. Personnel Files

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

agreement between the Assistant Chief/Human Resources Director and the employee concerned or by an order of an arbitrator or court, unless the particular item is otherwise required by law to be kept. Neither an employee nor the Association can grieve a decision by the Authority to not destroy a document contained in a personnel file.

## **Section 7. Association Rights**

### **A. Payroll Deductions**

The Association shall notify the Authority, in writing, as to the amount of dues uniformly required of all employees who elect to be members of the Association. The Authority will deduct dues from members of the Association and will remit it to the Association. Association membership dues shall be deducted by the Authority from the pay checks/direct deposits of such members. The Authority shall transmit the dues so deducted to the Association on a monthly basis. The Authority will also transmit a quarterly report to the Association setting forth the employees who pay membership dues.

It is the Association's responsibility to inform the Human Resources Department as to which members of the bargaining unit are members of the Association. The Association shall inform the Human Resources Department in writing of any changes in the membership status of any Association members. Employee requests to cancel or change deductions shall be directed to the Association. The Association shall indemnify the Authority for any claims made by an employee for deductions made in reliance on that information.

The Association agrees to indemnify the Authority for any claim that dues were wrongfully collected as a result of the Association's failure to notify the Authority of membership changes.

The Authority shall provide the Association with the name, job title, department, work location, home and personal telephone numbers, personal email addresses on file with the Authority (unless the employee notifies the Authority that they do not want their personal phone or email address provided to the Association) and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire. Additionally, the Authority shall provide the Association with a list of that information for all employees in the bargaining unit at least every 120 days. The information identified in this section shall be provided to the Association regardless of whether the newly hired employee was previously employed by the Authority or whether or not the employee wishes to be a member of the Association, unless the employee has requested in writing that the information shall not be disclosed.

Every 30 days the Authority shall provide the Association with a list of those employees for whom dues are being withheld along with the transmittal of the dues being deducted.

### **B. Use of Bulletin Board**

Space shall be made available to the Association on Authority bulletin boards, provided such use does not interfere with the needs of the Authority, and material posted is not derogatory to the Authority, Authority employees, or other employee organizations. Material which is

derogatory towards any employee or the Authority may be removed by the Authority. Notices shall be dated and signed by the authorized representatives of the Association responsible for their issuance.

### C. Use of Authority Facilities

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

### **Section 8. Classification**

It is the responsibility of Department Heads and immediate supervisors to ensure that employees perform work duties and responsibilities within the framework of the employee's assigned classification as described in the established classification specifications. Requests for review of the classification of a position may be initiated by a department or an employee, and shall proceed through the departmental chain of command for approval.

**CONTRACT SIGNATURES**

Orange County Fire Authority  
Management~~s~~ Association

Orange County Fire Authority

\_\_\_\_\_  
Jay Barkman  
~~Treasurer~~ President

\_\_\_\_\_  
Lori Zeller  
~~Assistant Chief, Business Services~~  
~~Deputy Chief, Administration and~~  
~~Support~~

\_\_\_\_\_  
Tammie Pickens  
Director

\_\_\_\_\_  
~~Brigette Gibb~~ Stephanie Holloman  
~~Assistant Chief/~~Human Resources  
Director

\_\_\_\_\_  
~~Martha Halvorson~~ — Tamy Rivers  
Director

\_\_\_\_\_  
Robert Cortez ~~Lori Smith~~  
Assistant Chief/Business  
~~Services~~ Fire Marshal

\_\_\_\_\_  
~~Jonathan Wilby~~  
~~OCFAMA Member and~~  
~~Negotiations Team Member~~

\_\_\_\_\_  
~~Dave Anderson~~  
~~Assistant Chief, Support Services~~

\_\_\_\_\_  
Marianne Reinhold  
Attorney for the OCFAMA

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

## APPENDIX A

### OCFAMA CLASSIFICATIONS

Classes included in the OCFAMA as of the date the Board approves this MOU June 25, 2018:

0570 Accounting Manager  
1810 Assistant Clerk of the Authority  
~~1374 Assistant Information Technology Mgr - Customer Relations & Consulting~~  
~~1371 Assistant Information Technology Mgr - GIS & Data Management~~  
~~1373 Assistant Information Technology Mgr - Infrastructure & Workplace Support~~  
~~1372 Assistant Information Technology Mgr - Portfolio & Procurement~~  
1710 Assistant Treasurer  
0555 Budget Analyst  
0575 Budget Manager  
~~0750 Benefit Services Manager~~  
1820 Clerk of the Authority  
0450 Construction and Facilities Division Manager  
0440 Construction Project Manager  
0190 Deputy Fire Marshal  
0875 Diversity and Inclusion Coordinator  
1530 EMS Coordinator  
1250 Emergency Communications Center Manager  
0870 Environmental Health and Safety Officer  
0430 Facilities Maintenance Manager  
0590 Finance Division Manager  
0280 Fleet Services Division Manager  
0765 Human Resources Manager  
1370 Information Technology Division Manager  
1400 Information Technology Manager  
1630 Legislative Affairs Program ManagerAnalyst  
1620 Management Analyst  
1540 Medical Director  
0760 Organizational and Development Training Program Manager  
0560 Payroll/Accounts Payable Manager  
~~0450 Property Manager~~  
1080 Public Relations Manager  
0330 Purchasing Division and Materials Manager  
0860 Risk Management Analyst  
~~0870 Risk Management Safety Officer~~  
0880 Risk Manager  
0550 Senior Accountant  
0740 Senior Human Resources Analyst  
1625 Senior Management Analyst  
1720 Treasurer  
0877 Workers' Compensation Program Manager

**APPENDIX B**

**SALARY SCHEDULE**