



NOTICE AND CALL OF A SPECIAL MEETING OF THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS

A Special Meeting of the
Orange County Fire Authority Board of Directors
has been scheduled for September 1, 2016
at 6:00 p.m.

The meeting will be held at:
Orange County Fire Authority
Regional Fire Operations & Training Center
Board Room
1 Fire Authority Road
Irvine, CA

The business to be transacted at the meeting will be
as shown on the attached Agenda.

Opportunity will be provided for members of the public to address the
Orange County Fire Authority Board of Directors
regarding any item of business as described on the Agenda.

A handwritten signature in blue ink, reading "Gene Hernandez", is written over a horizontal line.

Gene Hernandez, Chair



ORANGE COUNTY FIRE AUTHORITY

AGENDA

BOARD OF DIRECTORS SPECIAL MEETING
Thursday, September 1, 2016
6:00 P.M.

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

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

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



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

CALL TO ORDER

INVOCATION by OCFA Senior Chaplain Dave Keehn

PLEDGE OF ALLEGIANCE by Director Green

ROLL CALL

PRESENTATIONS

No items.

REPORTS

No items.

PUBLIC COMMENTS

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

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

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

CLOSED SESSION

CS1. CONFERENCE WITH LABOR NEGOTIATOR

Chief Negotiator: Peter Brown, Liebert Cassidy Whitmore

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

Authority: Government Code Section 54957.6

CLOSED SESSION REPORT

2. MINUTES

No items.

3. CONSENT CALENDAR

No items.

4. PUBLIC HEARING(S)

No items.

5. DISCUSSION CALENDAR

A. Approval of Memorandum of Understanding – Orange County Professional Firefighters Association

Submitted by: Brian Young, Interim Director/Human Resources Department

Recommended Action:

Approve the proposed Memorandum of Understanding between the Orange County Fire Authority and the Orange County Professional Firefighters Association for a term of September 1, 2016, to August 31, 2020.

B. Approval of Memorandum of Understanding – Language Amendments Chief Officers Association

Submitted by: Brian Young, Interim Director/Human Resources Department

Recommended Action:

Approve the proposed non-economic language amendments to the existing Memorandum of Understanding between the Orange County Fire Authority and the Chief Officers Association.

BOARD MEMBER COMMENTS

ADJOURNMENT - The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, September 22, 2016, at 6:00 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 25th day of August 2016.

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

UPCOMING MEETINGS:

Budget and Finance Committee Meeting

Wednesday, September 14, 2016, 12 noon

Claims Settlement Committee Meeting

Thursday, September 22, 2016, 5:00 p.m.

Executive Committee Meeting

Thursday, September 22, 2016, 5:30 p.m.

Board of Directors Meeting

Thursday, September 22, 2016, 6:00 p.m.



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 1, 2016

Agenda Item No. 5A
Discussion Calendar

**Approval of Memorandum of Understanding
Orange County Professional Firefighters Association**

Contact(s) for Further Information

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Human Resources Department

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Summary

This item is submitted for approval of a Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Orange County Professional Firefighters Association (OCPFA), with a term of September 1, 2016, through August 31, 2020. This proposed MOU accomplishes the Board's goal to achieve employee's payment of 100% of their employee retirement contributions.

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve the proposed Memorandum of Understanding between the Orange County Fire Authority and the Orange County Professional Firefighters Association for a term of September 1, 2016, to August 31, 2020.

Impact to Cities/County

Increases to OCFA salary costs typically result in increases to cash contract city charges. The cost of the proposed MOU represents an average annual increase of approximately 1.65% for four years to OCFA's expenditure budget and to cash contract city charges.

Fiscal Impact

The impact of the proposed MOU is the equivalent-cost of a 10.44% salary increase over four years. The average annual increase is \$5.4 million per year for four years.

Background

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

Our negotiations with OCPFA for this successor MOU began in July 2015, with the OCFA Board-appointed professional labor negotiator, Peter Brown/Liebert Cassidy Whitmore, serving as the Chief Negotiator. We are pleased to report that a Tentative Agreement (TA) was reached with OCPFA on July 26, 2016. Formal ratification of the MOU by OCPFA members was completed on August 23, 2016.

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

- Term: September 1, 2016, to August 31, 2020
- Employee Payment of Retirement Contributions: Effective in September 2016, 2017, 2018, and 2019, employees will pay an additional 3.50%, 3.49%, 2.00%, and 0.54% in employee retirement contributions, respectively. These annual changes will increase the employee retirement contributions from the current level of 11% to the maximum employee contribution of 20.53% (based on age of entry).
- Wages: Effective in September 2016, 2017, 2018, and 2019, salary increases will be provided in the amounts of 4.50%, 4.20%, 3.20% and 1.25% respectively.
- FLSA Pay Practice: FLSA pay practices will revert to the former rules that were in place prior to implementation of the 2014-2015 MOU, including reverting from the current 14-day work period to the former 24-day work period and inclusion of paid sick/vacation leave as hours worked for purposes of earning overtime.
- Specialty Pay: Personnel serving in staff assignments will receive a 10% Staff Incentive Pay, or if the employee was receiving Paramedic Pay before moving into the staff assignment, the employee will continue receiving Paramedic Pay in lieu of Staff Incentive Pay. Hand Crew Firefighters who maintain an active State of California EMT certification will receive 5% EMT specialty pay.
- Merit Increases: The eligibility date for newly hired firefighters to receive their first merit increase is deferred from 6 months to 12 months.
- MOU Language Changes: Numerous language changes were made throughout the MOU including migration of side letter agreements into the body of the MOU, amendment to Article XXII (Modification and Waiver), references to specified Standard Operating Procedures, and addition of a new provision relating to use of tobacco products.

Attachment(s)

Proposed redlined version of MOU between the Orange County Fire Authority and the Orange County Professional Firefighters Association (The attachment has been posted on OCFA's website in compliance with the Board's seven day posting requirement for labor documents and is also on file in the Office of the Clerk.)

~~Amended Effective April 23, 2015~~

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

~~2016-2020~~2014-2015

ORANGE COUNTY FIRE AUTHORITY

AND

ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION

IAFF - LOCAL 3631

FOR THE

FIREFIGHTER UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the Orange County Fire Authority and the Orange County Professional Firefighters Association, IAFF - Local 3631, as the Exclusively Recognized Employee Organization for the Firefighter Unit for the period beginning ~~November~~ September 1, 2016~~4~~, through August 31, 2020~~October 31, 2015~~.

The parties agree that if either side wishes to begin labor negotiations for a successor MOU within eighteen (18) months prior to the expiration of this MOU, it may request to do so and the other party will agree to start the negotiations process no later than sixty (60) days after such request.

IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation that was officially ratified by majority vote of the members of the Orange County Professional Firefighters Association (OCPFA) Local 3631 and the Orange County Fire Authority Board of Directors.

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DEFINITIONS

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

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

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

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

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

BOARD shall mean Board of Directors of the Authority.

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

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

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

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

DUTY WEEK shall mean a fifty-six (56) hour average duty workweek.

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

ELIGIBLE RETIREE shall mean a retiree who is receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS), who meets the coverage and participation requirements set forth in the Retiree Medical Plan, and whose coverage has not been terminated under the Retiree Medical Plan.

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

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

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

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

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

FLSA shall mean the Fair Labor Standards Act.

FORCE HIRE – When an employee without availability is required (forced) to work in order to maintain minimum staffing levels. ~~All force hours shall be compensated at the premium overtime rate of time and one half.~~

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

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

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

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

IAFF shall mean International Association of Fire Fighters.

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

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

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

MOU shall mean Memorandum of Understanding.

LOCAL 3631 shall mean International Association of Fire Fighters, Local 3631, approved by the International Association of Fire Fighters as the successor to Local 1014.

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

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

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

PRACTICABLE shall mean economically feasible or reasonably able to accomplish.

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

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

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

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

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

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

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

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

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

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

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

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

SHIFT EMPLOYEE shall mean an employee assigned to a fifty-six (56) hour average duty week. For such employees, their regular shift is 24 hours.

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

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

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

ARTICLE I

WORK HOURS, OVERTIME, AND PREMIUM PAY

Section 1. Work Hours

- A. The Work Period And Hours Regularly Assigned Per Calendar Week And Pay Period

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

Employees assigned to the 56--hour average workweek shall be based on a three (3) platoon schedule. The work period for purposes of calculating overtime shall be a fourteen (14) day FLSA work period in accordance with Section 7(k) of the FLSA. Pursuant to the FLSA, hours worked (which the parties have defined below in subsection B to include paid leave hours) which exceed one hundred and six (106) hours in the (14) day work period shall be premium overtime paid in accordance with FLSA. The FLSA work period shall run concurrently with the pay period. Effective January 20, 2017, the work period for purposes of calculating overtime shall be a twenty four (24) day FLSA work period in accordance with Section 7(k) of the FLSA. Pursuant to the FLSA, hours worked (which the parties have defined below in subsection B to include paid leave hours) which exceed one hundred and eighty two (182) hours in the (24) day work period shall be premium overtime paid in accordance with FLSA.

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

The workweek for employees who are not assigned to the average of 56--hour workweek shall be 40 hours per week. The work period for such employees shall be fourteen (14) calendar days in accordance with Section 7(k) of the FLSA – (fire protection for all except law enforcement for investigators). These employees shall be entitled to two (2) regularly scheduled consecutive calendar days off and shall receive premium overtime for hours worked in excess of eighty (80) hours in each fourteen (14) day pay period. The FLSA work period shall run concurrently with the pay period.

The Authority agrees to give these employees a seven (7) calendar day advance notice of a shift change- whenever practicable. In addition, these employees shall not be permitted to work more than sixteen (16) consecutive staff hours except in an emergency situation.

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

- i. Based on operational needs the authority shall determine which staff positions are eligible to work a 4/10 work schedule.
- ii. If a position is eligible to work a 4/10 schedule, the employee occupying the position will be given the option to select the 4/10 work schedule or remain on his/her current work schedule.

iii. The Authority has the right to terminate an employee's 4/10 work schedule if the Authority determines the employee is not performing to the expected standards and a different work schedule is warranted.

B. Hours Worked – All Employees

For purposes of determining if an employee is entitled to premium overtime, ~~vacation and sick leave hours taken shall not count as hours worked for the purposes of calculating premium overtime.~~ All other paid hours shall count as time worked for the purposes of calculating premium overtime.

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

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

~~Effective Wednesday January 21, 2015 at 0800, a~~All employees assigned to the average of a 56-hour workweek shall be assigned to the 48/96 work schedule. The 48/96 work schedule will have each platoon (A, B and C) scheduled to work two (2) twenty-four hour shifts followed by four (4) twenty-four hour shifts off. ~~According to the already published platoon schedule, January 20, 2015 is scheduled as a "B" shift day and January 21, 2015 is scheduled as a "C" shift day. To implement the 48/96 work schedule, January 21, 2015, the first day of the new 48/96 work schedule, will become a "B" shift day. For each day thereafter, the platoon schedule will be as follows: CCAABB. Thus, January 22 and 23, 2015 will be "C" shifts, January 24 and 25, 2015 will be "A" shifts and January 26 and 27 will be "B" shifts. The result will be that for the transitional 16 day FLSA work period (the parties have agreed that the 16 day FLSA work period will go into effect on the same day as the 48/96 work period two of the three platoons will be scheduled to work five shifts and one of the platoons will be scheduled to work six shifts. Effective February 6, 2015, the fourteen (14) day FLSA work period will go into effect. Two of the three platoons will be scheduled to work five shifts and one of the platoons will be scheduled to work four shifts. The only exception to this will be that the parties agree that December 24 and 25th will not have the same shift. For 2015, since "C" shift would fall on both December 24th and 25th, the "B" shift scheduled for December 23rd will be a "C" shift, and the "C" shift scheduled for December 24th will be a "B" shift. If 48/96 continues in the future, if the shift schedule for a particular calendar year shows that the same shift would be scheduled to work on December 24 and 25th, the Association will advise the Authority how it wants the shifts changed. The change will be accommodated as long as shifts being changed are in the same FLSA work period, do not cause one shift to work three shifts in a row and do not go into the next calendar year.~~

~~The 48/96 work schedule will be considered to be on a trial period for eighteen months. The Association agrees that it will notify the Authority no later than February 22, 2016 as to whether it wants the 48/96 work schedule~~

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

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

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

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

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

A. The Fire Chief shall have the authority to establish rules and regulations concerning sleep periods, rest periods, cleanup time, and meal periods. There will be a morning, lunch, and afternoon break at the discretion of the Fire Captain.

1. While not mandatory, as a best practice and general guideline, the normal non-emergency workday will be between 0800 hours and 1700 hours inclusive of breaks and lunch.

2. Employees will be allowed to conduct physical fitness training (PT) as further described in AM 101.12 (Physical Fitness Program Procedures). Furthermore, AM 101.12 will not be changed during the term of this MOU without mutual agreement.

A-B. Personnel assigned to strike teams or overhead assignments who travel eight (8) consecutive hours or more during their return to the County of Orange, shall be released from duty upon the disbanding of their assigned strike team or assignment. Employees whose regular duty shift is scheduled on the day of the return shall be released from duty for the remainder of the shift and will receive full compensation for the remainder of that shift.

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

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

Employees assigned the average of 56—hour workweek shall be compensated for each fourteen (14) day FLSA work period (24 day FLSA work period effective January 20, 2017) for hours worked (as defined in this MOU in Article I, Section 1(B)). Regardless of whether a 14 day or 24 day FLSA work period is in effect, employees will be paid every 14 days, based on each 14 day pay period. Computations for salary, vacation, sick leave, premium pay, overtime, retirement benefits, and specialty pay shall be based upon each fourteen day ~~work period/~~ pay period.

- B. Effective the first full pay period after ratification of the OCFA Board of Directors, employees assigned to a 40 hour workweek that are required to work overtime due to an emergency incident (except as noted below in B.1) shall continue to be paid at the staff rate of pay provided the employee is performing their “regularly assigned” staff duties at the emergency incident.

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

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

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

~~During major emergencies, all activities related to the emergency are considered to be suppression assignments for both shift employees and forty (40) hour workweek employees, except that duties performed by forty (40) hour workweek personnel during their regularly assigned hours will be compensated at the employee's regular hourly rate.~~

~~C. During a major emergency, Section 3.A. and 3.B., of this Article, shall not apply to employees in the class of Heavy Fire Equipment Operator or to employees who regularly perform the duties of Fire Crew Supervisor, Public Information Officer, or Investigator provided such employees are performing their regular duties during such major emergency.~~

Section 4. Overtime

A. Notification of Employees—If, in the judgment of the Authority, work beyond the normal workday, workweek, or work period is required, the Authority will notify any employee who may be asked or required to perform such overtime of the apparent need for such overtime whenever practicable prior to when the overtime is expected to begin.

B. Distribution of Overtime: The procedures covering the distribution of overtime to employees in the Firefighter Unit are thoroughly and satisfactorily covered in the OCFA Standard Operating Procedures (SOP HR.03.10 Staffing Procedures).

C. Overtime Cap

An overtime cap ~~was~~shall be implemented effective April 1, 2015. The procedures covering the overtime cap are thoroughly and satisfactorily covered in the OCFA Standard Operating Procedures (SOP HR.03.10 Staffing Procedures revised effective November 1, 2014).

D. Payment for Overtime

1. Overtime for staff employees assigned to a forty (40) hour workweek shall be compensated at one and one-half (1.5) times the regular rate of pay. Shift employees assigned to a fifty-six (56) hour average duty week shall be compensated at the fifty-six (56) hour average duty week equivalent and based on the employee's regular rate of pay as determined by Section 1.A.1. and 1.A.2., of this Article. ~~Effective February 6, 2015, shift employees assigned to the average 56 hour workweek will receive overtime for hours worked in excess of the overtime threshold of 106 hours including leave time taken other than vacation and sick leave in their fourteen (14) day FLSA work period.~~

2. For shift personnel, fringe benefits, merit eligibility dates, and probation periods shall be calculated on the basis of a fifty-six (56) hour average duty week. Overtime outside the basic fifty-six (56) hour average duty week shall not be used to earn fringe benefits or to count toward probation or merit increase periods.

3. Unless waived by the parties, employees' work schedules shall not be changed when the purpose of such change is to avoid overtime.

4. When a shift employee is assigned on his/her scheduled day off to work a non-shift overtime assignment in a work environment where he/she is not assigned to participate in emergency responses, the overtime rate for that non-shift overtime assignment shall be as provided for forty (40) hour workweek employees in Section 4.D.1., of this Article. Such overtime shall not be used to earn fringe benefits or to count toward probation or merit increase periods.
5. A shift employee working an overtime assignment as described in Section 4.D.4., of this Article, who is directed to respond to an ~~major~~ emergency shall be paid for overtime related to the emergency in accordance with Section 3.~~A.B. or Section 3.C.~~; of this Article ~~whichever is applicable~~.
6. The Authority agrees to pay all backfill and overtime pay in accordance with the FLSA ~~except for Force Hire, held on duty, call back and hold over~~ which shall be paid at one and one half (1.5) times the employee's regular rate of pay. All overtime earned during the work period shall be paid by the pay day following the end of the work period. Notwithstanding the previous sentence, overtime hours worked during a 14 day pay period which are included in the 24 day FLSA work period will be paid on the pay day following the pay period when the work is performed.

E. Dual Reporting for Overtime

1. Dual reporting situations are not subject to the call-back provisions of Section 6.B., of this Article.
2. When two (2) employees report for the same shift, fifty-six (56) hour average duty week, assignment due to an Authority error, one (1) shall be assigned to work. The unassigned employee shall be released from work and compensated for his/her work/travel time to a maximum of two (2) hours at the overtime rate for shift employees as provided herein.
3. If two (2) employees report for the same shift, fifty-six (56) hour average duty week, assignment for reasons other than Authority error, one (1) shall be assigned to work; the unassigned employee shall not be compensated.

Section 5 Overtime Distribution

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

Section 6. On-Call Pay and Call-Back Pay

A. On-Call Pay

1. When an employee is assigned on-call duty by the department, the employee shall be informed in writing, in advance whenever practicable, of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of his/her base rate of pay rate for such assignment. When called backed, employees shall not receive on-call pay during the hours called back.
2. On-call duty requires the employee so assigned to (1) be reachable by telephone or other communications device, (2) be able to report to work in a reasonable time, and (3) refrain from activities which might impair his/her ability to perform assigned duties.
3. When a shift or staff employee has been placed on-call on his/her scheduled day off because he/she is required to be a witness in a matter directly related to his/her assigned duties as an Authority employee or as an employee for a fire agency that was transitioned into the Authority and such an employee is not a party to the litigation, the on-call compensation provided herein shall not be subject to the provisions of Section 6.A., of this Article.

B. Call-Back Pay

1. When a shift employee who works a fifty-six (56) hour average duty week returns to work because of an Authority request made after the employee has completed his/her normal work shift and left the work station, the employee shall be credited with five and six-tenths (5.6) hours work plus any hours of work in excess of five and six-tenths (5.6) hours in which the employee continuously engaged in work for which he/she was called back.
2. When a staff employee who works a forty (40) hour workweek returns to work because of an Authority request made after the employee has completed his/her normal work shift and left the work station, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he/she was called back.
3. When a fifty-six (56) hour duty week employee returns to work as provided above, and such return occurs two (2) hours or less before the established starting time of the employee's next shift, he/she shall be compensated for two and eight-tenths (2.8) hours.
4. When a forty (40) hour workweek employee returns to work as provided above, and such return occurs two (2) hours or less before the established starting time of the employee's next shift, he/she shall be compensated for two (2) hours.

5. Call-back for employees assigned to a forty (40) hour workweek shall be paid at one and one-half (1.5) times the base rate of pay, except that call-back to perform suppression activities shall be paid at the employee's base rate of pay as determined in accordance with Section 6.B., of this Article.
6. Call-back shall be paid at the employee's base rate of pay.

Section 7 – Employee Work Schedule While Attending Training

1. A shift employee who attends approved training within Orange County or within reasonable travel distance of Orange County on his/her normal duty day shall receive his/her normal pay. Such employee is expected to return to his/her duty station after class or arrange for time off, in advance, through normal procedure. The OCFA will back-fill for the employee for the period of training plus reasonable travel time. The OCFA will make a reasonable effort to release an employee who wishes to use his/her own compensatory time off for the remainder of the 24-hour shift rather than return to duty.
2. A shift employee who attends approved training within Orange County or within reasonable travel distance of Orange County on his/her assigned off-duty day shall be compensated for actual classroom time per this MOU.
3. A staff employee attending approved training within Orange County or within reasonable travel distance of Orange County shall be considered on-duty and will be compensated pursuant to the applicable MOU provisions for any time worked in excess of his/her normal duty hours. Decisions regarding backfilling such staff positions shall be at the discretion of the OCFA per this MOU.
4. When a shift employee is attending approved training that is not within Orange County or within a reasonable travel distance of Orange County for a period of time consisting of four (4) or less consecutive calendar days, the employee's normally assigned shift schedule shall remain the same. The employee shall be compensated for the actual class time plus reasonable travel time on his/her assigned off-duty day per this MOU.
5. When a shift employee is attending approved training that is not within Orange County or within a reasonable travel distance of Orange County for a period of time consisting of five (5) or more consecutive calendar days, the employee will be reassigned to a staff workweek for the duration of the training. There shall be no loss of hours or compensation from the employee's normal salary due to the change from a shift schedule to a staff workweek over the Fair Labor Standards Act work period.
6. An employee shall be reimbursed for mileage for training per the OCFA's mileage reimbursement policy when an OCFA vehicle is not available. When applicable, the cost of air travel to the same location will determine the amount to be reimbursed instead of mileage at the discretion of the OCFA.

7. The OCFA agrees to allow an employee reasonable travel time to attend training.

Section 8 – Employee Work Schedule While Instructing or Attending a Fire Captain (FC), Fire Apparatus Engineer (FAE) or Firefighter (FF) Academy Hosted by OCFA

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

ARTICLE II

PAY PRACTICES

Section 1. Compensation for Employees

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

Section 2. Pay for New Employees

- A. The Human Resources Director may authorize the appointment of employees at any of the first seven steps of the salary range. Such appointment may be made only when, at the discretion of the Human Resources Director, there is a direct and measurable benefit to the Authority for such appointment.
- B. The Fire Chief may authorize the appointment of employees at a step higher than Step 7 of the range. Such appointment may be made only when, at the discretion of the Fire Chief, there is a direct and measurable benefit to the Authority for such appointment.

Section 3. Merit Increase Within Range

- A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the employee's supervisor with the approval of the next level supervisor.
- B. A new or reemployed employee in a regular or limited-term position shall have a merit increase eligibility date, which shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The granting of an Official Leave of Absence, other than a Military Leave, the imposition of a suspension, or the granting of a light duty assignment, as a result of a non-occupational injury, shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave, suspension, or light duty assignment as a result of a non-occupational injury. The extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence, suspensions, or light duty assignments as a result of a non-occupational injury.

A new or reemployed employee hired after ratification of this (2016) MOU in a regular or limited-term position shall have a merit increase eligibility date, which shall be the first day of the pay period following the completion of the first fifty two (52) weeks of service within that class. The granting of an Official Leave of Absence (other than a Military Leave), the imposition of a suspension, or the granting of a light duty assignment as a result of a non-occupational injury shall cause the merit increase eligibility date to be extended a number of calendar days equal to the Official Leave, suspension, or light duty assignment as a result of a non-occupational injury. The

extended merit increase eligibility date will be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponement for Official Leaves of Absence, suspensions, or light duty assignments as a result of a non-occupational injury

- C. An employee in a regular or limited-term position who has been assigned to a fifty-six (56) hour average duty week and who has not completed one thousand four hundred fifty-six (1,456) paid hours exclusive of overtime by his/her first merit increase eligibility date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand four hundred fifty-six (1,456) paid hours exclusive of overtime. Likewise, an employee in a regular shift position or limited-term shift position who has not completed two thousand nine hundred twelve (2,912) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his/her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand nine hundred twelve (2,912) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and limited term service, both periods of service shall apply towards merit increase eligibility with the part-time service being applied proportionately to the appropriate full-time interval.

A new employee (hired after ratification of this (2016) MOU) in a regular or limited-term position who has been assigned to a fifty-six (56) hour average duty week and who has not completed two thousand nine hundred twelve (2,912) paid hours exclusive of overtime by his/her first merit increase eligibility date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of two thousand nine hundred twelve (2,912) paid hours exclusive of overtime. Likewise, an employee in a regular shift position or limited-term shift position who has not completed two thousand nine hundred twelve (2,912) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his/her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand nine hundred twelve (2,912) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and limited term service, both periods of service shall apply towards merit increase eligibility with the service being applied proportionately to the appropriate full-time interval.

- D. An employee in a regular or limited-term position who has been assigned to a forty (40) hour workweek and who has not completed one thousand forty (1,040) paid hours exclusive of overtime by his/her first merit increase eligibility date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of one thousand forty (1,040) paid hours exclusive of overtime. Likewise, an employee in a regular staff position or limited-term staff position who has not completed two thousand eighty (2,080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his/her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2,080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and limited term

service, both periods of service shall apply towards merit increase eligibility with the limited term service being applied proportionately to the appropriate full-time interval.

A new employee (hired after ratification of this (2016) MOU) in a regular or limited-term position who has been assigned to a forty (40) hour workweek and who has not completed two thousand eighty (2080) paid hours exclusive of overtime by his/her first merit increase eligibility date shall have the merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2080) paid hours exclusive of overtime. Likewise, an employee in a regular staff position or limited-term staff position who has not completed two thousand eighty (2,080) paid hours exclusive of overtime between subsequent merit increase eligibility dates shall have his/her merit increase eligibility date postponed until the first day of the pay period following completion of two thousand eighty (2,080) paid hours exclusive of overtime. Where an employee's record consists of a combination of full-time and limited term service, both periods of service shall apply towards merit increase eligibility with the limited term service being applied proportionately to the appropriate full-time interval.

- E. An employee on light duty assignment due to an occupational injury, or an employee on leave pursuant to California Labor Code Section 4850 will have his/her merit review extended by the same number of calendar days that the employee is on light duty assignment or 4850 leave. Any merit increase received by the employee at the completion of the extended review period will be made retroactive to the original merit review date.
- F. Merit increases may be granted for one (1), two (2), three (3), and four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step increase.
- G. The determination as to whether or not to grant merit increases beyond Step 9—and if granted, in what amounts—shall be within the discretion of the immediate supervisor with the approval of the next level supervisor and shall be based on merit.
- H. If, in the Authority's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the Authority shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from the original merit increase eligibility date. The employee may be reevaluated at any time. However, in any event, the employee shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.
- I. Should an employee's merit increase eligibility date be overlooked through an error and—upon discovery of the error—the employee is granted a merit increase, the employee shall be compensated for the additional salary the

employee would have received dating from the employee's merit increase eligibility date.

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

Section 4. Salary on Promotion

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

Section 5. Salary on Reassignment

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

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

Section 6. Salary on Reduction

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

shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.

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

Y-RATE SCHEDULE

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

3. When an employee on Y-Rate accepts a voluntary reduction, his/her salary shall be reduced by the amount of the difference between the

maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

Section 7. Salary on Reclassification

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

Section 8. Salary on Reemployment

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

Section 9. Changes in Salary Allocation

- A. If a class is reassigned to a higher salary range, each employee in the class shall be compensated at the same step in the new salary range as the employee was receiving in the range to which the class was previously assigned. However, if a class is reassigned to a lower salary range, the salary of each employee shall be determined in accordance with Section 6.D., of this Article.

ARTICLE III

EMPLOYEE PROVISIONS

Section 1. Selection Procedures

- A. The Authority shall meet with the Association and consider its concerns prior to the establishment of selection procedures for the positions of Fire Apparatus Engineer and Fire Captain.
- B. Prior to initiating the testing process, the Authority shall designate an expiration date for the eligibility list. The eligibility list may be extended by mutual agreement of the parties.
- C. Provided a sufficient number of members of the Firefighter Unit apply for and receive a passing score to fill existing vacant positions, all promotions to compete for or be appointed to the positions of Fire Apparatus Engineer and Fire Captain shall be limited to qualified non-probationary Firefighter Unit members. All promotions to the position of Fire Apparatus Engineer and Fire Captain shall be based on merit, which will be identified by a numerical score. The numerical score will be the final score the candidate receives after the testing process is completed.
- D. The testing process for the positions of Fire Apparatus Engineer and Fire Captain shall consist of—but not be limited to—a written examination, practical examination, assessment center, simulator, and/or verification of a required certification. Minimum experience requirements for promotions shall be:
 - 1. Fire Apparatus Engineer: Two (2) years' experience as a full-time career Firefighter with the Fire Authority or a fire agency that the OCFA assumed fire protection responsibility for, who has completed probation as a Firefighter at the time of application.
 - 2. Fire Captain: Five (5) years' experience as a full-time career Firefighter or Fire Apparatus Engineer with the Fire Authority or a fire agency that the OCFA assumed fire protection responsibility for, or a combination of the two, who has completed probation as a Firefighter at the time of application.
 - a. In addition to the years' experience requirement above, an applicant seeking promotion to Fire Captain must meet basic proficiency skills by any one of the following:
 - i. The applicant is a current Fire Apparatus Engineer with the OCFA;
 - ii. The applicant is on a current Fire Apparatus Engineer promotional list;

ii-iii. The applicant has completed the formalized OCFA Fire Apparatus Engineer Development Series (Class 1-4);

- a. Individuals who meet the minimum qualifications to participate in the Fire Captain promotional process will be authorized to receive compensation for off-duty attendance at these classes.

iii-iv. The applicant has completed the California Fire Service Training & Education System (CFSTES) Driver Operator 1A and 1B;

- a. In lieu of CFSTES Driver Operator 1A and 1B, the applicant may complete the new series of Fire Apparatus Driver/Operator classes, which includes the following: Fire Apparatus Driver/Operator Pump, Fire Apparatus Driver/Operator Aerial, Fire Apparatus, Driver/Operator Tiller, Fire Apparatus Driver/Operator Wildland and Fire Apparatus, Driver/Operator Water Tender.

- 3. Service years for years for transitioned employees from consolidated agencies (i.e., Santa Ana) count towards years of experience.

E. Based on the numerical scoring system, those candidates receiving a passing score will be considered for filling vacancies as follows:

1. After the final scores are calculated, candidates will be grouped and ranked by final scores in the order of highest score to lowest. Each score group will be comprised of candidates who achieved an identical final score in the testing process. The Authority will notify each candidate of his/her group within the scoring hierarchy.
2. Upon receipt of a request to fill a vacancy, the Human Resources Director will certify the top five (5) score groups for the purpose of selecting a qualified candidate. At any time during the consideration process, should the request to fill vacancies exceed one (1), the Human Resource Director will add—for selection consideration—an additional score group for each additional request. This procedure is illustrated by the following example.

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

3. As each score group is depleted, the next highest score group, which has not yet been considered, will be added to the candidate pool for selection consideration. This will be done to ensure the proper number of score

groups is maintained for selection consideration, as identified in Section 1.E.2., of this Article.

4. The above process will continue until the eligibility list expires or there remains less than five (5) score groups.

- F. Appeals regarding candidate placement on the eligibility list are outside the scope of the Grievance Procedures. Disputes regarding candidate placement on the eligibility list will be processed through the OCFA Selection Rules and Appeals Process.

Section 2. Time Off for Selection Procedures

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

Section 3. Probation

- A. New Probation

1. Full-Time Employee

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

2. ~~Part-Time~~ Shift Employee (Fifty-six ~~{(56)}~~ hour average duty week)

A new or reemployed employee—who has been out of Authority service for more than two (2) years in a ~~part-time~~ regular shift position or limited-term shift position—shall be placed on new probation for two thousand nine hundred twelve (2,912) paid hours exclusive of overtime, ending with the first day of the pay period following completion of said period.

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

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

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

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

B. Promotional Probation

1. A full-time ~~or part-time~~ employee who is promoted shall be placed on promotional probation except as provided in Section 3.B.2. and 3.B.4., of this Article. All promotional probation shall end with the first day of the pay period following completion of the promotional probation period.
 - a. A full-time employee shall be placed on promotional probation for fifty-two (52) weeks from the date of promotion.
 - b. A ~~part-time~~ shift employee assigned to a fifty-six (56) hour average duty week shall be placed on promotional probation for two thousand nine hundred twelve (2,912) paid hours exclusive of overtime. A ~~part-time staff~~ employee assigned to a forty (40) hour workweek shall be placed on promotional probation for two thousand eighty (2,080) paid hours exclusive of overtime.
 - c. When an Authority employee who is employed in a classification not covered by the provisions of this MOU is appointed to the Firefighter Unit classification of Firefighter Trainee, such employee shall be placed on promotional probation for a period equal to the completion of the Firefighter Basic Training Recruit Academy.
 - d. When a full-time employee promotes from Firefighter Trainee to another class covered by the provisions of this Memorandum of Understanding, such employee shall be placed on promotional probation for fifty-two (52) weeks from the date of promotion. A ~~part-time~~ shift employee (assigned to a fifty-six [56] hour average duty week) promoting from Firefighter Trainee to another classification covered by the provisions of this Memorandum of Understanding, shall be placed on promotional probation for two thousand nine hundred twelve (2,912) paid hours exclusive of overtime. A ~~part-time~~ staff employee (assigned to a forty [40] hour workweek) promoting from Firefighter Trainee to another class covered by the provisions of this Memorandum of Understanding, shall be placed on promotional probation for two thousand eighty (2,080) paid hours exclusive of overtime.
2. When a regular or limited-term employee is promoted as a result of the employee's position being reclassified to a higher classification and the classification from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.
3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the Fire Chief is reduced to a class the employee formerly occupied, the

employee shall serve the remainder of any uncompleted probationary period in that classification.

4. Notwithstanding any other provision of this MOU, when an employee who has been on temporary promotion to a Firefighter Unit classification is promoted to that same classification without returning to his/her former class, the time served in the temporary promotion shall be credited towards the promotional probation period.

5. It is agreed that there will be no changes to the promotional probation process during the term of this MOU without mutual agreement.

C. Failure of Probation

1. New Probation

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

2. Promotional Probation

a. An employee on promotional probation may be failed at the sole discretion of the Authority at any time without right of appeal or hearing except where an employee alleges his/her failure of promotional probation was the result of discrimination as described in Section 3.C.1., of this Article. In case of such allegations, the employee may submit a grievance at Step 2 of the grievance procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of promotional probation.

b. When an employee fails his/her promotional probation, the employee shall have the right to return to his/her former class provided the employee was not in the class of Firefighter Trainee for the purpose of training for promotion to a higher class.

c. When an employee is returned to his/her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position, other than at the direction of the Fire Chief, shall not have the right to return to his/her former class.

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

D. General Provisions

- ~~1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited term positions, except as in Article IV, Section 2.D., part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements.~~
- 2.1. When the Fire Chief or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and, when practicable, shall be discussed with the employee. A probation period may not be extended, except as provided in Section 3.E., of this Article. An employee who is permitted by the Authority to work beyond the end of a probation period shall be deemed to have passed such probation period.

E. Extension of Probation Periods

1. The granting of an Official or a Military Leave of Absence, the imposition of a suspension, or the granting of a light duty assignment to an employee shall cause the employee's probation period to be extended by the length of the Official Leave, suspension, or light duty assignment, or by the length of the Military Leave in excess of fifteen (15) calendar days. The extended probation period resulting from the Official or Military Leave of Absence, suspension, or light duty assignment shall end with the first day of the pay period after said extended date.
2. The Human Resources Director shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure that is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the Authority receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section and he/she has served a probationary period longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Directors.
3. Upon the recommendation of the Assistant Chief/Department Head or his/her designee or at the request of the employee with the concurrence of the Assistant Chief/Department Head or his/her designee, the probation period of an employee may be extended at the discretion of the Human Resources Director for a period not to exceed ninety (90) calendar days provided such action is approved by the Human Resources Director before the normal probation period is completed. Denial of a request to extend a probation period shall not be subject to appeal or hearing.
4. The Human Resources Director shall extend the probationary period of employees with an employment authorization document having an expiration date that would occur after the end of the probation period. Such probation periods shall be extended to coincide with the expiration date of the employment authorization document. In the event an

employee's probationary period is extended by the provisions of this Section and he/she serves a probationary period longer than the normal probation period, such an employee may fail probation during the extended period only for failure to obtain a new, valid employment authorization document by the expiration date of the expiring employment authorization document.

Section 4. Performance Evaluation

- A. The Authority shall maintain a system of employee performance ratings designed to give a fair and equitable evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term, full-time ~~and part-time~~ employees. Performance evaluations will occur at least once each year. In addition for employees on probationary status, performance evaluations will occur at least once near the middle of their probation period. (12/02/10)
- B. Performance evaluations rated substandard shall be grievable through the grievance process up to and including binding arbitration. However, when more than a total of three (3) grievances for all unit members involving substandard performance evaluations are submitted to arbitration within a calendar year, the appealing party(s) (the employee or the OCPFA) shall bear the full cost of the arbitrator starting with the fourth appeal to arbitration.
- C. The Authority shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- D. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee.

Section 5. Intra-Departmental Transfers

- A. The Authority shall maintain a fair and equitable intra-departmental transfer system that gives consideration to the following factors:
 - Employee request
 - Employee qualifications for specialized assignments
 - Seniority
 - Departmental needs
- B. The parties agree that transfers will be conducted according to Standard Operating Procedure (SOP) HR. 03.04 (Employee Transfer). The parties further agree that there shall be no changes or alterations made to those portions of SOP HR. 03.04 that are within the scope of representation of OCPFA during the term of this MOU without mutual agreement of the parties.

Section 6. Shift Exchange Policy

- A. Time exchanges may be voluntarily undertaken between two (2) employees upon approval of the employees' immediate supervisors and Battalion Chief prior to such exchange.

- B. Responsibility for arrangement for the repayment of such time rests with the employees involved.
- C. No obligation shall be placed upon the Authority for repayment of time voluntarily traded or repaid between employees.
- D. The Fire Authority agrees that there will be no changes to the present shift exchange policy or practices during the term of this MOU without mutual agreement.

Section 7. Seniority

- A. Except as provided in Section 7.C., of this Article, the provisions of this Section shall not be used for any purpose or be applicable to any other provision of this Agreement.
- B. Except for employees transitioning pursuant to Section 7.F., of this Article, seniority shall mean continuous full-time equivalent service as a regular employee with the Orange County Fire Department and/or the Authority, which has not been interrupted by resignation, discharge, or retirement. For employees transitioning pursuant to Section 7.F., of this Article, seniority shall mean continuous employment with the transitioning fire service agency in a full-time, regular position, which has not been interrupted by resignation, discharge, or retirement and for which the employee has accrued public safety retirement system credit exclusive of any credit for overtime. Suspensions and unpaid leaves of absence shall not be considered a break in service.
- C. Unless otherwise provided, all regular full-time employees who have successfully completed new probation shall be placed on a seniority list. Seniority for employees hired on the same date will be determined by their ranking in their Academy class at the end of probation, and ties will be broken by lottery. If a tie occurs between a date a new employee is hired into an Academy and a date an employee is reemployed after a break in Authority service, the reemployed employee will be placed on the list ahead of the Academy employee(s). This seniority list shall be used for the sole purposes of:
 - 1. Transfers, as provided in Section 5., of this Article; vacation scheduling, as provided in Article V, Section 14.D.5., of this Article; scheduled backfill, as provided by Authority procedures; and/or for all employees who transition pursuant to Section 7.F., of this Article.
- D. Seniority credit shall be calculated as follows:
 - 1. Two thousand nine hundred twelve (2,912) hours credit shall be given for each continuous year of service with the Orange County Fire Department and/or the Authority. Credit hours totaling seven and ninety-eight hundredths (7.98) hours shall be given for each calendar day of service for any partial year of continuous service with the Orange County Fire Department and/or the Authority. This credit shall apply to seniority as used in this Section and represents a conversion from an eighty (80) hour work period to a one hundred and twelve (112) hour work period.

- E. Former California Department of Forestry employees who became employees of the Orange County Fire Department on or before July 1, 1980, shall receive seniority credit pursuant to Section 7.D., of this Article, for all continuous regular full-time service with the California Department of Forestry.
- F. Except as provided in Section 7.F.1., of this Article, employees—who became employees of the Authority as the result of the Authority taking over responsibility for the provision of fire services for their former employer—shall receive seniority credit pursuant to Section 7.B. and 7.D., of this Article, for all eligible continuous regular full-time service with their former public fire service.
 - 1. Pursuant to Section 7.B., 7.D., and 7.F., of this Article, seniority credit shall be granted to the most senior transitioning employees up to the number of positions created within the Firefighter Unit, as the result of responsibility for the provision of fire services being taken over by the Authority. Transitioning employees in excess of this number shall be placed on the seniority list in descending order of service hours. As former employees from the transitioning cities retire or otherwise separate from Authority service, the next most senior of the excess personnel shall be granted seniority credit for his/her continuous service with the transitioning city.
- G. An updated seniority list will be distributed (1) annually in November and (2) as soon as possible following the transition of a new agency to the Authority.
 - 1. If this updated list, which is necessitated by the transition of a new agency, is not finalized and distributed at the transition, the Authority shall meet with representatives of the Association to resolve the issue.
- H. An updated seniority list will be created upon each employee's separation.
- I. The Authority and the Association agree that positions created as a result of new agency membership in the Authority will be available to all employees in the corresponding classification(s) based upon their seniority, as provided in Section 7, of this Article.
- J. The number of new positions created in the Firefighter Unit (suppression and staff) will be determined by agreement with the new contract agency, depending upon the level of service for which they have contracted. The number of employees by classification to be transitioned to the Authority will be determined by the number of newly created positions in each class. The new contract agency is responsible for identifying personnel who will transition in each classification, up to the number of positions created. Contract agency employees in excess of the number of positions that are created in each classification within the Firefighter Unit by the transitions, at the discretion of the Authority, may be offered employment. Any such offers would be at the rank of Firefighter. Unless otherwise set forth in this Agreement, employees transitioning to the Authority as a result of such new agency membership shall be entitled to no preferential rights.

- K. There shall be no changes or alterations made to those portions of the Seniority List Procedure (SOP HR 03.15) agreed to June 2, 2016 that are within the scope of representation of OCPFA during the term of this MOU without mutual agreement of the parties.

Section 8. Contents of Personnel File

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

Section 9. Tobacco Products

All employees hired after the effective date of this MOU are not permitted to use tobacco products on or off duty.

ARTICLE IV

EMPLOYMENT PROVISIONS

Section 1. Temporary Promotion

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

Section 2. Status of Limited-Term Employees

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except those contained in the LAYOFF PROCEDURE, which accrue to employees in regular positions.
- B. A regular employee who transfers, promotes, or reduces to a limited-term position on a voluntary basis and not at the direction of the Fire Chief shall become a limited-term regular employee.
- C. All limited-term employees who transfer to permanent funded positions shall maintain their original hire date for purposes of vacation and Sick Leave accrual, retirement, layoff, and new employee probation.
- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in Section 2.E., of this Article.

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

Section 3. Reemployment of Employees on Disability Retirement

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

Section 4. Reemployment of Regular Employee

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

Section 5. Reduction Within the Firefighter Unit

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

Section 6. Non-Discrimination Clause

- A. The Authority and the Association agree that neither of them shall discriminate against any employee because of race; color; sex; age; national origin; political or religious opinion or affiliations as well as other legally recognized protected classes addressed by state and/or federal law OR for participating in or refusal to participate in protected, concerted Union activities.

Section 7. Transition of Employment

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

- A. Continuous employment with a transitioning fire service agency shall mean employment with the transitioning fire service agency in a full time, regular position, which has not been interrupted by resignation, discharge, or retirement, and for which the employee has accrued public safety retirement system credit, exclusive of any credit for overtime. Suspensions and unpaid leaves of absence for up to a two (2) year period shall not be considered a break in service, nor shall such suspensions and leaves of absence be credited toward continuous employment.
- B. All employees transitioning to Authority employment into positions covered by the this Agreement as the result of OCFA taking over the responsibility for the provision of fire services for their former employer shall receive full credit for their continuous employment with the public fire service agency from which they are transitioning for the purposes of determining sick leave accrual rates, vacation accrual rates, and meeting minimum requirements for promotional opportunities.
- C. Transitions into positions will be as follows:
 - 1. The most senior employees transitioning to Authority employment into positions covered by this Agreement equal in number to the number of OCFA positions created as the result of OCFA taking over the responsibility for the provision of fire services for their former employer shall receive full credit for their continuous employment with the public fire service agency from which they are transitioning. Such credit is for the purposes of determining eligibility for all seniority based rights held by employees covered by this Agreement, with the following exceptions:
 - a. Rights for any transitioning employee serving new probation at the time of transition to use their continuous employment with the transitioning public fire service agency to qualify toward the completion of new probation with the Authority in accordance with Article III, Section 3.A.1. of this Agreement.
 - b. The remaining employees transitioning to Authority employment into positions covered by this Agreement shall receive full credit for their continuous employment with the public service agency from which they are transitioning, one by one, as specified under subparagraph 3.A., when a more senior employee who transitioned from the same fire service agency and has received seniority credit pursuant to subparagraph 3.A., above, leaves employment with the OCFA. The employee with the greatest amount of continuous employment with the same transitioning fire service agency from which they transitioned shall have first rights to the benefits provided by this subparagraph.

ARTICLE V

LEAVE PROVISIONS

Section 1. Sick Leave

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

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

HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 through 6,240.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid
6,240.01 or more regularly scheduled hours	0.0462 hours for each regularly scheduled work hour paid. Effective November 14, 2014, the sick leave accrual rate is increased to 0.04963

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

HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 through 8,736.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid
8,736.01 or more regularly scheduled hours	0.04 96362 hours for each regularly scheduled work hour paid. Effective November 14, 2014, the sick leave accrual rate is increased to 0.04963

- B. Sick Leave Earned—shall be added to the employee's Sick Leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates Authority service.
- C. Permitted Uses of Sick Leave
1. Sick Leave may be applied to:
 - a. Absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.

- b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the employee's supervisor. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the Authority that the presence of the employee on duty would endanger the health of others.
 - c. Absence when the employee's presence is needed to attend to the serious illness of a member of his/her immediate family. For each occurrence, such absence shall be limited to a maximum of twenty-four (24) working hours for staff employees assigned to a forty (40) hour workweek or two (2) twenty-four (24) hour shifts for shift employees assigned to a fifty-six (56) hour average duty workweek. Additionally, once each calendar year, an employee may use up to one-half (0.5) of his/her annual Sick Leave accrual rate in any one instance. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandchild grandparent, registered domestic partner or legal ward.
2. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the following conditions:
- a. The employee provides information (without having to identify a diagnosis) that the illness or injury precluded the effective use of vacation and would prevent the employee from performing his/her normal duties.
 - b. The employee must notify his/her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his/her vacation whichever is sooner, to request that his/her illness on vacation be charged to Sick Leave.
 - c. The Authority shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
 - d. Upon the employee's return to work, the employee must furnish the Authority with a certificate signed by a licensed physician, a registered nurse or recognized health care provider stating the period of disablement.
3. Absence from duty because of personal emergencies shall be limited to a maximum of sixteen (16) working hours for staff employees assigned to a forty (40) hour workweek or one (1) shift for shift employees assigned to a fifty-six (56) hour average duty week during the fiscal year.

D. Prohibited Uses of Sick Leave

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

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

E. General Provisions

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

F. Sick Leave for Transitioning Employees

1. When presenting another agency a proposal for fire protection services, the Authority may offer the agency the opportunity to purchase up to fifty-six (56) hours of Sick Leave credit for each employee transitioning to the Authority assigned to a fifty-six (56) hour average duty week and forty (40) hours of Sick Leave credit for each employee assigned to a forty (40) hour workweek.

Section 2. California Department of Forestry Sick Leave Balances

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

Section 3. Bereavement Leave

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

Section 4. Authorized Leave Without Pay

A. Authority Leave

1. Upon request, a regular, limited-term, or probationary employee may be granted an Authority Leave Without Pay for a period not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the Fire Chief, except in cases where Official Leave has been authorized pursuant to Section 4.B.3., 4.B.5., and Section 10.A., of this Article. The Fire Chief may require that all accumulated compensatory

time be used prior to granting of such Leave. The use of earned vacation prior to the obtaining of Leave shall be at the option of the employee.

B. Official Leave

1. Upon request, an employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year, except as provided in Section 4.B.2. and 4.B.3., of this Article. Such Leave may be taken only after an employee's completion of an Authority Leave request provided that granting of a Leave shall not be a prerequisite to a request for Official Leave. The Fire Chief may require that all or a portion of compensatory time (previously earned) and vacation be used prior to granting such Leave.
2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Fire Chief, except that requests for Official Leave, which qualify as Family Leave pursuant to applicable law, shall be granted to the extent required by such law. If the Fire Chief denies the extension of such Leave, Section 4. and Section 5., of this Article, shall not apply.
3. Upon request, an employee who has requested and identified a valid need for Family Leave pursuant to Section 12., of this Article, and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after an employee's completion of an Authority Leave request and after all accumulated compensatory time and vacation accruals have been applied toward payment of the absence. In addition, where appropriate under the provisions of Section 1.B., of this Article, the employee may be required to apply all Sick Leave accruals toward payment of the absence before an Official Leave will be authorized.
4. An employee shall give notice two (2) weeks prior to the date he/she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks' notice or the maximum notice allowable under applicable law. If an employee does not give the required notice prior to the date he/she wants to return to work, the Authority shall not be required to return the employee to work until the employee gives such notice; however, the Authority may waive the notice or reduce the notice period at its discretion.
5. The Department Head/Assistant Chief shall indicate on the request for Leave of Absence his/her recommendations as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. The Human Resources Director shall render a decision within thirty (30) days of when the request is submitted to him/her. If the Human Resources Director approves the request, he/she shall deliver a copy to the Financial Services Manager, the Department Head/Assistant Chief, and the employee.
6. If the Human Resources Director modifies or does not approve a request for Official Leave, the employee and/or the Department Head/Assistant Chief may, within fifteen (15) calendar days of said action, file a request

with the Human Resources Director for review by the Board. Upon such request, the Human Resources Director shall forward a copy of the request for Official Leave to the Board for final determination. The employee and the Department Head/Assistant Chief shall notify the Human Resources Director whether he/she will submit his/her position in a written statement or wishes to appear before the Board. The Human Resources Director may present his/her position in the same manner as the employee presents his/her position. The Board, at its discretion, may designate a representative(s) to decide such appeals. The decision on such appeals shall be final.

7. An Official Leave shall not be deemed a break in Authority service.

C. **General Provisions**

1. A request for a Leave of Absence shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return.
2. A request for Leave of Absence Without Pay shall normally be initiated by the employee. It may be initiated by the employee's Battalion Chief or Section Manager only where the employee is unable to initiate such action, except in cases where the provisions of Section 10.A., of this Article, apply.

Section 5. Official Leave for Non-Occupational Disability

- A. An employee shall be granted, upon request, an Official Leave of Absence Without Pay for up to six (6) months for a non-occupational disability, including disabilities related to pregnancy and childbirth, provided the employee meets the following conditions:
 1. A statement covering expected date of return, and period of disability shall be submitted with the Leave request.
 2. Such Leave shall begin after all accrued Sick Leave, compensatory, and vacation time has been applied toward the absence.
- B. If additional Leave is desired, the employee shall request additional Leave in accordance with Official Leave, Section 4.B., of this Article.

Section 6. Absences Caused by Medical Conditions

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

Section 7. Jury Duty Leave

- A. An employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of

absence due to the jury duty, which occur during the employee's regularly scheduled working hours provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the Financial Services Manager. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions in Article I. An employee who calls the court while at work and finds out that he/she must report to jury duty the next day must continue to work the shift but will be relieved from duty with sufficient time to arrive at the court for jury duty in the morning. If the employee is scheduled to be on duty on the day he/she is on jury duty, whether he/she must return to his/her shift after the jury service will be determined on a case-by-case basis.

Section 8. Witness Leave

- A. An employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant or where the subpoena is related to the employee's employment with another employer who the Fire authority did not assume fire protection duties from, shall be compensated at his/her regular rate of pay for all hours of absence from work due to answering the subpoena provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the Finance Manager. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 9. Absence Without Authorization

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

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

Section 10. Workers' Compensation Leave

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

5. Has retired pursuant to appropriate Government Code provisions

An employee who does not return to work within two (2) weeks of the end of his/her Workers' Compensation Leave pursuant to this provision, shall be considered to have automatically resigned his/her employment with the Authority under the provisions of Section 9., of this Article.

- C. An employee on Workers' Compensation Leave and/or 4850 Leave must give notice two (2) weeks prior to the date he/she wants to return to work. If an employee does not give two (2) weeks' notice prior to the date he/she wants to return to work, the Authority shall not be required to return the employee to work until such notice is given; however, the Authority may waive the notice or reduce the notice period at its discretion.
- D. For employees on Workers' Compensation Leave, merit increase eligibility dates, probation periods, and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Parenthood Leave

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

Section 12. Family Leave

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

Section 13. Catastrophic Leave

- A. Eligibility for Donations—To receive Catastrophic Leave Donations, an employee or his/her immediate family member (immediate family member is defined as father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent, registered domestic partner or legal guardian) must:
 - 1. Have a catastrophic medical condition requiring the employee to be on unpaid Leave.
 - 2. Exhaust all accrued Sick Leave, vacation, and compensatory time.
 - 3. Submit to the employee's Department Head/Assistant Chief (or his/her designee) a written request for donations accompanied by a medical statement from the employee's or family member's attending physician. The attending physician's statement must verify the employee's need for an extended Medical Leave or the need for the employee to take Leave to care for a member of his/her immediate family. It must include an estimated time the employee will be unable to work. The employee may voluntarily include information about the nature of the illness for those who are considering donating.
- B. Request for Additional Donations
 - 1. Employees who receive donations under this procedure and who exhaust all donated sick leave may request an additional donation period subject to the provisions of Section 13.A., of this Article.
- C. Donation Procedure
 - 1. Upon receipt of a valid request for donations on a form from an eligible employee, the Department Head/Assistant Chief (or his/her designee) shall post a notice of the eligible employee's need for donations on the Authority e-mail system, bulletin boards, or other means of notification accessible to employees; confidential medical information (unless voluntarily provided by the employee) shall not be included in the posted notice.
 - 2. Employees shall be provided a two (2) week period to submit their donations; donations received after the submission period shall not be processed.
 - 3. All donations shall be voluntary.

4. Employees may donate vacation or compensatory time to the eligible employee's catastrophic leave bank; Sick Leave may not be donated.
5. Donations must be a minimum of two (2) hours, but cannot exceed eight (8) hours per staff employee (forty [40] hour workweek), or a minimum of three (3) hours, but cannot exceed twelve (12) hours per shift employee (fifty-six [56] hour average duty week); all donations must be made in whole hour increments.
6. All donations shall be irrevocable.

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

7. At the close of the donation period, the Finance Division shall verify the hourly salary of the donating employee and confirm that each donating employee has accrued time balances sufficient to cover the designated donation.
8. The Finance Division shall process all donations at one (1) time; no additional donations shall be processed.
9. The Authority shall convert the donated time to dollars at the hourly rate of the donor. The dollars shall then be converted to accrued vacation and Sick Leave, as described herein, at the hourly rate of the recipient of the donation. Donated converted hours will first be added to the recipient's accrued vacation, to the maximum permitted under Section 14.C., of this Article. The balance of the donated converted hours will then be added to the recipient's Sick Leave account. These donated vacation and Sick Leave hours will be available for use during the recipient's Catastrophic Leave. If any donated hours remain at the end of the recipient's Catastrophic Leave, they shall remain available for the sole use of the recipient. If the recipient dies during the Catastrophic Leave, all unused donated time shall be converted to dollars at the hourly rate of the recipient and paid to the recipient's surviving spouse or estate in the same manner as any monies due for vacation and/or compensatory time.
10. An employee who is on a Leave Without Pay at the time he/she receives a Catastrophic Leave donation will be treated as if on an Official Leave of Absence for purposes of probation and merit increase eligibility.

Section 14. Vacation

A. Accumulation of Vacation

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

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

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 year	2,080.00 regularly scheduled hours	80 hours total
After 1 year but less than 3 years	2,080.01 through 6,240.00 regularly scheduled hours	0.0385 hours for each regularly scheduled hour paid
After 3 years but less than 10 years	6,240.01 through 20,800.00 regularly scheduled hours	0.0577 hours for each regularly scheduled hour paid
After 10 years	20,800.01 or more regularly scheduled hours	0.077 hours for each regularly scheduled hour paid

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

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 year	2,912.00 regularly scheduled hours	112 hours total
After 1 year but less than 3 years	2,912.01 through 8,736.00 regularly scheduled hours	0.0385 hours for each regularly scheduled hour paid
After 3 years but less than 10 years	8,736.01 through 29,120.00 regularly scheduled hours	0.0577 hours for each regularly scheduled hour paid
After 10 years	29,120.01 or more regularly scheduled hours	0.077 hours for each regularly scheduled hour paid

B. Vacation Credit

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

C. Maximum Allowable Vacation Credit

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

D. General Provisions

1. Not more than eighty (80) hours for staff employees assigned to a forty (40) hour workweek or one hundred twelve (112) hours for shift employees assigned to a fifty-six (56) hour average duty week of paid time may be credited toward accumulation of vacation credit in any pay period.
2. An Official Leave of Absence shall cause the aforementioned ten (10) years of full-time Authority service to be postponed a number of calendar days equal to the Official Leave.
3. Additional vacation earned during the period of vacation may be taken consecutively with the approval of the Fire Chief.
4. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
5. Vacations shall be scheduled for employees insofar as practicable while meeting staffing levels on the basis of employee requests. In cases of conflict among requests, vacation assignments will be made on the basis of seniority.
6. Illness while on paid vacation will be charged to Sick Leave rather than vacation only under the conditions specified in Article V, Section 1.C.2.
7. No employee shall be required to return to work for the Authority in any capacity during the time of his/her paid vacation from the Authority service, except in cases of emergency.
8. An employee separating from Authority service for reasons other than paid Authority retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from Authority service by way of paid Authority retirement may elect either to take time off for his/her vacation or to be paid for his/her vacation in a lump sum payment.

9. During each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to fifty-six (56) hours for shift employees or forty (40) hours for staff employees each or one (1) increment of up to one hundred and twelve (112) hours for shift employees or eighty (80) hours for staff employees. An employee who is within fifteen (15) hours for staff employees and twenty-one (21) hours for shift employees of the applicable maximum allowable vacation credit set forth in Section 14.C., of this Article, may request to be paid for one (1) additional increment of up to one hundred twelve (112) hours for shift employees or eighty (80) hours for staff employees in each fiscal year. For purposes of this payout, it must occur in a full pay period starting on or after July 1st of the current fiscal year requested and paid out prior to the full pay period ending June 30th.

E. Vacation Time for Transitioning Employees

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

F. Vacation Standard Operating Procedure

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

ARTICLE VI

HOLIDAYS

Section 1. Holidays Observed

A. Employees shall observe the following holidays:

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

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

A. Holiday Compensation

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

B. Eligibility for Holiday Pay

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

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

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

A. Holiday Compensation

1. For each holiday listed in Section 1.A., of this Article, each full-time employee scheduled to work—but permitted to take the day off—shall receive (a) seven and one-half (7.5) hours pay computed at the employee's hourly base rate and (b) one-half (0.5) hours of such holiday time will be designated to an Union Time Bank for Union release time in accordance with Article XXX, Section 2.
2. When a holiday listed in Section 1.A., of this Article, falls on the employee's regular scheduled day off, the employee shall receive (a) seven and one-half (7.5) hours of holiday pay computed at the employee's hourly base rate and (b) one-half (0.5) hours of such holiday time will be designated to an Union Time Bank for Union release time in accordance with Article XXX, Section 2.
3. When a holiday falls on a Sunday, the next day—Monday—shall be observed as the holiday.
4. When either Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.
5. Employees will be paid the pay period the holiday occurs.
6. Full-time employees who are on a pay status during the pay period, which includes March 1 of each fiscal year during the term of this MOU, shall be paid for two (2) hours of spring holiday time at the end of the pay period which includes that date.

B. Eligibility for Holiday Pay

1. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday to receive holiday pay.
2. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

3. An employee who elects paid Authority retirement and separates on a holiday shall be paid for the holiday.
4. Only regular, limited-term, and probationary employees shall be eligible for holiday pay.

C. Compensation for Work on Holidays

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

ARTICLE VII

REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

- A. Subject to the current vehicle rules and regulations established by the Board, an employee authorized by the Fire Chief to use a private automobile in the performance of his/her duties shall be paid for each mile driven in the performance of his/her duties during each monthly period as provided below:
1. The reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.
- B. An employee required by the Authority to furnish a privately-owned vehicle for the performance of his/her duties on Authority time shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars.

Section 2. Personal Property Reimbursement

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

Section 3. Tuition Reimbursement

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

1. The parties agree that tuition reimbursement includes the Spanish Immersion Program offered in connection with the University of California, San Diego (UCSD). Specifically, the program that is offered through the Center of Languages in Ensenada, Mexico.

a. Reimbursement under this program includes tuition, books, registration, laboratory and application fees for the UCSD extension credit. Fees for travel, food and other items that are specifically excluded in the OCFA's tuition reimbursement SOP (HR 02.09) are excluded from reimbursement under this program.

ARTICLE VIII

DISCIPLINARY AND PREDISCIPLINARY ACTIONS

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

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

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

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

- C. Prior to the effective date of such suspension of more than forty (40) regularly scheduled hours (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour shifts (if assigned to a fifty-six [56] hour average duty week) or reduction or discharge, an employee will be given an opportunity to respond—either orally or in writing at the employee's option—to a designated Authority representative, who has the authority to make an effective recommendation on the proposed disciplinary action.
- D. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.
- E. An employee may represent himself/herself or may be represented by Local 3631 or by counsel in the disciplinary process.
- F. An employee and his/her representative shall receive written notice either sustaining, modifying, or canceling a proposed discharge, suspension or reduction not less than forty-eight (48) hours ~~on or~~ prior to the effective date of such action.
- G. ~~An employee and his/her representative shall receive written notice either sustaining, modifying or canceling a proposed suspension or reduction prior to the effective date of such action.~~
- H. Should a proposed discharge, reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Section 3., of this Article.

Section 3. Right of Appeal

- A. Suspension
 - 1. No regular, limited-term regular or promotional probationary employee shall be suspended except for reasonable cause.
 - 2. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
 - 3. An appeal of suspension will be initiated in accordance with Section 5~~7~~, of this Article.
- B. Reduction
 - 1. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability except for reasonable cause.
 - 2. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.
 - 3. An appeal of reduction to a position in a lower class will be initiated in accordance with Section 5~~7~~ of this Article.

C. Discharge

1. No regular or limited-term regular employee shall be discharged except for reasonable cause.
2. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
3. An appeal of discharge will be initiated in accordance with Section 5., of this Article.

D. Failure of the employee to comply with the time limits set forth in this Article shall signify that the employee has waived his/her right to further process the appeal, and the disciplinary action will stand as intended/administered. Failure by the Authority representative to timely respond under this Article shall permit the employee to progress the appeal to the next step.

E. The time limits for appeals, set forth in this Article, may be extended by mutual agreement between the Authority representative and employee or his/her representative.

Section 4. Polygraph Examination

A. No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating an employee offered to take, took, or refused to take a polygraph examination, unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind, regarding an employee's offer to take or refusal to take or the results of a polygraph examination, be admissible in any judicial or administrative proceeding of any kind.

B. For the purpose of this section, "polygraph" shall mean a lie detector, deceptograph, voice stress analyzer, psychological stress evaluator, or any other similar device, whether mechanical or electrical, that is used, or the results of which are used, for the purpose of rendering a diagnostic opinion regarding the honesty or dishonesty of an individual.

Section 5. Appeal Procedure

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

1. STEP 1

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

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

- b. Suspension/Reduction, Reduction in Salary, or Transfer for Purpose of Punishment — ~~Battalion Chief, Section Manager, Division Manager, or Division Chief Assistant Chief~~ ~~-(12/02/10)~~

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

2. STEP 2

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

If the employee does not agree with the outcome in Step 1, the employee may, within fourteen (14) calendar days of receipt of the Step 1 written determination, submit a written appeal to the Human Resources Director or Battalion Chief. Within fourteen (14) calendar days of receipt of the appeal at Step 2, the appropriate Assistant Chief will meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision will be provided to the appellant and his/her representative.

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

Suspension/Reduction—If the employee does not agree with the outcome in Step 1, the employee may—within fourteen (14) calendar days of the receipt of the Step 1 written determination—submit a written appeal to the Human Resources Director. Within fourteen (14)

calendar days of receipt of the appeal, the ~~FireAssistant~~ Chief ~~or, if designated, the Deputy Fire Chief~~ will meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision will be provided to the appellant and his/her representative.

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

Section 6. Referrals to Arbitration

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

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

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

c. Discharges

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

d. Reduction in Salary

If the arbitrator finds that the reduction in salary was not appropriate, he/she shall determine the appropriate remedy.

e. Transfer for Punishment

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

E. Restriction on Remedies

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

F. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in appeals filed pursuant to Article VIII shall be as follows and shall be submitted consistent with Section 6., of this Article:
 - a. Was the probationary release of (employee's name) in whole or in part the result of unlawful discrimination?
 - b. If so, what shall the remedy be under the provision of Section 6.F.2.b and Section 6.F.2.c., Findings of Facts and Remedies, of this Article.
2. Findings of Facts and Remedies
 - a. In the event the arbitrator finds no unlawful discrimination, the appeal shall be denied and the issue of remedy becomes moot.
 - b. In the event the arbitrator finds unlawful discrimination but also finds such discrimination was not a substantial cause of the employee's probationary release, the appeal shall be denied, and the issue of remedy becomes moot.

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

Section 7. General Provisions

- A. If the appeal is decided by an arbitrator, the appellant and his/her representative relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedure.
- B. The cost of an arbitrator shall be shared equally in all cases by the Authority and the appealing party, except when the appealing party solely alleges unlawful discrimination. In which case, the Authority shall bear the full cost. When the appeal involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.
- C. Appeal hearings by an arbitrator shall be private.
- D. Arbitration appeal hearings for suspensions of less than forty (40) hours (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour shifts (if assigned to a fifty-six [56] hour average duty week) shall be limited to one (1) day unless both parties agree a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the Fire Chief.
- E. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Conciliation Service, the American Arbitration Association, or some other agreed upon source. Then, each party shall alternately strike one (1) name from the list until only one (1) name remains. The Association shall strike the first name.
- F. Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the requested copies of all documentary evidence to be used by that party at the hearing. Such

evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies—but not soon enough to comply with the above time limits—may be admitted provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

- G. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.
- H. At the hearing, both Local 3631 and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
 - 1. Oral evidence shall be taken only on oath or affirmation.
 - 2. Each party shall have these rights: (1) to call and examine witnesses, (2) to introduce exhibits, (3) to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, (4) to impeach any witness regardless of which party first called the witness to testify, and (5) to rebut the evidence against the witness. If the employee does not testify on his/her own behalf, the employee may be called and examined as if under cross-examination.
- I. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are not—or hereafter may be—recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.
- J. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
- K. The decision of the arbitrator shall be final and binding on all parties.
- L. The Firefighter Procedural Bill of Rights Act provides that administrative appeals shall be conducted in conformance with rules and procedures that are in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code. The Authority and

the Association agree that the General Provisions set forth in Section 7 are in accordance with said statutes.

Section 8. Investigative Interviews

- A. Whenever any employee is questioned or interrogated by management or any other member designated by the employing department or licensing or certifying agency concerning any matter, which could lead to punitive action~~discipline~~, the employee may request that a ~~Union~~ representative of his/her choice be present during the questioning or interrogation session.
- B. In the event the employee exercises such right, no questioning or interrogation shall proceed until such time as ~~a Union~~ the representative is made available to attend such session.
- C. An employee suspected of criminal misconduct shall be provide with a written formal grant of immunity from criminal prosecution before the employee may be compelled to respond to incriminating questions in an interrogation. Subject to that grant of immunity, a firefighter refusing to respond to questions or submit to interrogations shall be informed that the failure to answer questions directly related to the investigation or interrogation may result in punitive action. ~~may be ordered to answer questions, notwithstanding the employee's constitutional rights, upon penalty of discipline provided the employee is advised that such answers may not be used in any criminal proceedings against the employee.~~
- D. For the purpose of this agreement, employees assigned the duties of Arson Investigation shall be deemed Peace Officers, and this agreement will neither diminish nor enhance rights granted under California Government Code 3300, if any exist.
- E. OCFA may have up to two (2) management representatives in attendance at any investigative interview.
- F. In addition to the employee represented, Local 3631 may have up to two (2) representatives in attendance (unless the employee represented is also a union representative, in which case two (2) other union representatives and a total of three (3) management representatives may attend).
- G. Each party shall designate one (1) lead representative unless otherwise agreed to.
- H. In extraordinary circumstances it may be desirable for either or both parties to have more than two (2) representatives. In such cases, additional representatives may attend upon mutual agreement.
- I. OCFA shall be responsible for release time for the employee represented and up to one (1) representative.
- J. OCFA retains discretion to backfill positions associated with such release time and shall be responsible therefore.
- K. The presence of attorneys for either party shall not count against the limitations herein.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. Scope of Grievances

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

Section 2. Basic Rules

- A. If an employee does not present a grievance or does not appeal the decision rendered regarding his/her grievance within the time limits, the grievance shall be considered resolved.
- B. If an Authority representative does not render a decision to the employee within the time limits, the employee may within fourteen (14) calendar days thereafter appeal to the next step in the procedure.
- C. If it is the judgment of any management representative that he/she does not have the authority to resolve the grievance, he/she may refer it to the next step in the procedure. By mutual agreement of the Authority and Local 3631, Step 1 of the grievance procedure may be waived.
- D. Upon prior written consent of the parties (i.e., the representatives of the Authority and the employee or his/her representative), the time limits at any step in the procedure may be extended.
- E. Every reasonable effort shall be made by the employee and the Authority to resolve a grievance at the lowest possible step in the grievance procedure.

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

Section 3. Submission of Grievances

- A. Any employee or group of employees shall have the right to present a grievance. The Association shall have the right to file grievances on behalf of the general membership; however, when the Association files a grievance on behalf of the general membership, it shall provide the Authority with the names of individuals who have been adversely affected. The Association has the right to grieve and arbitrate issues that solely affect the rights of the Association. No employee or group of employees shall be hindered from or disciplined for exercising this right.
- B. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the Authority must, collectively present and pursue their grievance if they report to the same immediate supervisor.
- C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the Authority, appoint one (1) or two (2) employees to speak for the collective group.

Section 4. Employee Representation

- A. An employee may represent himself/herself or may be represented by the Association in the formal grievance procedure.
- B. Authorized grievance representatives shall be designated by the Association to represent employees for purposes of grievance procedures. The Association shall notify the Human Resources Director of the names and titles of such representatives. This notice shall be updated each time a change in designated representative(s) occurs.
- C. OCFA may have up to four (4) management representatives in attendance. Local 3631 may have the grievant and up to three (3) grievance/appeal representatives in attendance, unless the grievant is also a grievance/appeal representative, in which case two (2) other grievance/appeal representatives and a total of three (3) management representatives may attend. Each party will designate one (1) spokesperson unless otherwise agreed to.
- D. OCFA will be responsible for release time for the grievant and up to one (1) representative. OCFA retains discretion to backfill positions associated with such release time and shall be responsible therefore. The presence of attorneys for either party shall not count against the limitations herein.

Section 5. Time Off for Processing Grievances

- A. Reasonable time off without loss of pay shall be given to:
 - 1. An employee who has a grievance, in order to attend a meeting with his/her supervisor or other person with authority to resolve the matter, as prescribed herein.
 - 2. An authorized grievance representative, in order to attend a meeting with the represented grievant's supervisor or other person with authority to resolve the grievance, as prescribed herein, or to obtain facts concerning the action grieved through discussion with the grievant or other employees.
- B. The following restrictions shall apply in all cases to activity authorized in Section 5.A., of this Article:
 - 1. Before performing grievance work, the grievant or grievance representative shall obtain the permission of his/her supervisor and shall report back to the supervisor when the grievance work is completed.
 - 2. Neither the grievant nor the grievance representative shall interrupt or leave his/her job to perform grievance work unless his/her supervisor determines such interruption or absence will not unduly interfere with the work of the unit in which the grievant or representative is employed. However, an effort will be made to grant such time off as soon as it is feasible to do so.
 - 3. When an authorized grievance representative must go into another section or unit to investigate a grievance, the representative shall be permitted to do so provided both that:
 - a. The representative checks in and checks out with the supervisor of the unit
 - b. Such investigation does not unduly interfere with the work of the unit

Section 6. Informal Discussion

- A. If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.

Section 7. Formal Grievance Steps

- A. The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter unless waived by mutual consent or as otherwise provided herein.
 - 1. All Step 1 and Step 2 grievances must be submitted to the Human Resources Director, the employee's Battalion Chief, Section Manager, Division Manager, or Division Chief within the time limits outlined in this

Article. If the grievance is submitted to the employee's Battalion Chief, Section Manager, Division Manager, or Division Chief, a copy will be forwarded to the Human Resources Director. Submission may be via mail, hand delivery, email or fax; postmarks shall be accepted. Fax deliveries must be received no later than 5:00 p.m. on the last day allowable under the provisions of this Article. A grievance may be filed by an employee—or the Association in the name of the employee—at the employee's request.

2. STEP 1: Battalion Chief, Section Manager, Division Manager, or Division Chief

- a. If an employee has a grievance, the employee or the Association, on behalf of the employee, may formally submit a grievance to the Human Resources Director, Battalion Chief, Section Manager, Division Manager, or Division Chief within fourteen (14) calendar days from the occurrence that gave rise to the problem. A Step 1 grievance will be heard by a Battalion Chief, Section Manager, Division Manager, or Division Chief. In those cases where the Battalion Chief is the immediate supervisor and is the subject of the grievance, the Battalion Chief and Division Chief shall meet with the grievant within the time limit.
- b. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within fourteen (14) calendar days after receipt of the written grievance, the Battalion Chief, Section Manager, Division Manager, or Division Chief shall meet with the grievant.
- c. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The written decision at Step 1 shall be signed by the reviewing officer.

3. STEP 2: ~~Fire Chief, Deputy Fire Chief, or~~ Assistant Chief

- a. If the grievance is not settled under Step 1 and it concerns an alleged misinterpretation or misapplication of this M or a substandard performance evaluation, it may be appealed in writing to the Human Resources Director within fourteen (14) calendar days after receipt of the written decision from Step 1. Within fourteen (14) calendar days after receipt of the written grievance, the ~~Fire Chief or, if designated, the Deputy Fire Chief or~~ appropriate Assistant Chief shall meet with the grievant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant and his/her representative. (12/02/10)

Section 8. Referrals to Mediation

- A. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance to mediation. A request for mediation may be presented in writing to the Human Resources Director within fourteen (14) calendar days from the date a decision was rendered at Step 2. A request for mediation will automatically suspend the

normal processing of a grievance until the mediation process is completed. The Authority will respond to a request for mediation within fourteen (14) calendar days. The mediation process will be optional, and any opinion expressed by the mediator will be informal and will be considered advisory. Should the mediation process not be successful, within fourteen (14) calendar days after completion of the mediation process, an arbitration request may be filed pursuant to Section 9.7 of this Article.

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

Section 9. Referrals to Arbitration

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

Section 10. General Provisions

- A. If the grievance is decided by an arbitrator, the grievant and his/her representative relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedures.
- B. The cost of an arbitrator shall be shared equally in all cases by the Authority and the appealing party except as noted in B.1. and B.2., of this section.
 - 1. When the appealing party solely alleges discrimination—in which case, the Authority shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the arbitrator shall determine the proper division of costs.
 - 2. When the Association brings more than three (3) arbitrations for all unit members regarding substandard performance evaluations, the Association shall bear the full cost of the arbitrator beginning with the fourth (4th) arbitration.
- C. Grievance hearings by an arbitrator shall be private.
- D. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be

obtained from the Public Employment Relations Board, the American Arbitration Association, or some other agreed upon source. Then, each party shall alternately strike one (1) name from the list until only one (1) name remains.

- E. Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies—but not soon enough to comply with the above time limits—may be admitted provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.
- F. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.
- G. At the hearing, both Local 3631 and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
 - 1. Oral evidence shall be taken only on oath or affirmation.
 - 2. Each party shall have these rights: (1) to call and examine witnesses, (2) to introduce exhibits, (3) to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, (4) to impeach any witness regardless of which party first called the witness to testify, and (5) to rebut the evidence against the witness. If the employee does not testify on his/her own behalf, the employee may be called and examined as if under cross-examination.
- H. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.

- I. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
- J. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE X

LAYOFF PROCEDURE

Section 1. General Provisions

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

Section 2. Order of Layoff

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

Employment Status

Layoff Order

First - Temporary Promotion

Determined by Authority

Second - New Probationary

Determined by Authority

Third - Regular/Promotional

Determined by Authority

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

- D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall

be returned to his/her former class and shall be subject to layoff in accordance with this procedure.

Section 3. Computation of Layoff Points

A. Layoff Points

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

Section 4. Notification of Employees

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

Section 5. Voluntary Reduction in Lieu of Layoff

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

Section; where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

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

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

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

Section 7. Reinstatement Lists

- A. The following persons shall be placed on AUTHORITY REINSTATEMENT LISTS as provided in Sections 1., 2., and 3., of this Article, in the order of their respective layoff points with the person having the largest number of layoff points listed first:
 1. Persons Laid Off—The names of persons laid off shall be placed on a REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.
 2. Persons Exercising Their Rights Under Section 5., of this Article—The names of persons exercising their rights under Section 5., of this Article, shall be placed on a REINSTATEMENT LIST for each class below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.
 3. Persons Who Voluntarily Reduce Under the Provisions of Section 6., of this Article—The names of persons who were voluntarily reduced under the provisions of Section 6., of this Article, shall be placed on a

REINSTATEMENT LIST for the class from which reduced and for each class below the level of the class from which they voluntarily reduced, provided they request to be placed on such lists.

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

Section 8. Status on Reinstatement

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

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

ARTICLE XI

ON-THE-JOB INJURIES, WORKERS' COMPENSATION

Section 1. Medical Treatment

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

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

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

Section 2. Disability Payments and Leave

- A. Employees Eligible for 4850 Benefits

1. Disability Payments and Leave

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

2. Exhaustion of 4850 Benefits

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

- a. He/she shall be entitled to all benefits provided by California Workers' Compensation Law.
- b. He/she shall be placed on Workers' Compensation Leave.

- c. At the employee's option, all Sick Leave, compensatory time, and vacation shall be added to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted.
- d. If the employee is not eligible for temporary disability or exhausts his/her temporary disability benefit, at the employee's option, such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable.
- e. Upon exhaustion of all Sick Leave, compensatory time, and vacation, the employee shall not accrue Sick Leave or vacation for the remainder of Workers' Compensation Leave.
- f. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days of benefits shall be considered Authority service for merit increase eligibility and completion of the probation period.
- g. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of Authority seniority and determination of Sick Leave and vacation earning rates.

B. Employees Not Eligible for 4850 Benefits

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

- 1. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of Authority employment, the employee shall receive workers' compensation supplement pay, which—when added to the workers' compensation temporary disability benefit—shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year, including holidays.
- 2. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his/her option, use any accrued Sick Leave, compensatory time, and/or vacation, in that order.
- 3. While an employee receives workers' compensation supplement pay, no deductions or payments shall be made from any Sick Leave, compensatory time, or vacation time previously accumulated by the employee. The employee shall not accrue Sick Leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.

4. When an injury is determined to be job-related by the Authority or by the Workers' Compensation Appeals Board, eighty (80) percent of all Sick Leave, compensatory time, and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all Sick Leave, compensatory time, and/or vacation expended since the first day of disability shall be restored to the employee's account(s).
5. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered Authority service for merit increase eligibility and completion of the probation period.
6. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his/her option, use Sick Leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Section 2.B.1., of this Article.
7. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of Authority seniority and determination of Sick Leave and vacation earning rates.

Section 3. Exposure to Contagious Diseases

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

ARTICLE XII

SAFETY

Section 1. General Provisions

- A. The Authority shall make reasonable efforts to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment, and conditions and shall report any such unsafe practices, equipment, or conditions to their immediate supervisors.
- B. Any employee may directly contact the designated Authority Safety Officer if he/she either (a) does not receive an answer to a safety-related question from his/her supervisor within three (3) calendar days or (b) receives an answer the employee deems unsatisfactory.
- C. Any employee, who is directed to perform a task which the employee, in good faith, feels is unsafe, may request an immediate investigation from the designated Authority Safety Officer. During the period the designated Authority Safety Officer is conducting an investigation, the employee will be assigned to other work at no loss of earnings. If the task is ruled to be safe by the designated Authority Safety Officer, the employee shall be required to perform the duties assigned.
- D. The Authority shall revise OCFA Standard Operating Procedures (SOP) HR.04.01. In the SOP revisions the Authority shall institute policy and procedures that establish an incident review program which includes a review team, and shall include a designated Association representative. The review program shall include and involve securing the equipment directly involved, the immediate area to the incident, and the apparatus directly involved. The review team shall review incidents whereby on-duty bargaining unit members, or members of other fire departments operating in-county under OCFA's command, have suffered a work related injury or illness or near-miss as defined by the California Code of Regulations, Title 8, Section 330. Definitions under Incident and Serious Incident. The SOP shall also contain the following elements: ~~(12/02/10)~~
 - 1. SOP HR.04.01 shall establish guidelines, where practicable, for securing the incident scene, personal protective equipment, tools, equipment or apparatus that was being used at the time of the incident and injury, illness, or near-miss occurring to a bargaining unit member, or member of another fire department operating in-county under OCFA's command, and provide the review team an opportunity to review.
 - 2. SOP HR.04.01 shall establish notification protocols for Operations Department Incident Commander for notifying the designated Association representative of a bargaining unit member injury, illness or near-miss. as defined in SOP HR.04.01. The OCFA Emergency Communications Center shall immediately make the notification once notified by the OCFA Incident Commander.

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

Section 2. Safety Inspection

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

Section 3. Safety Representative

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

Section 4. Resolution of Safety or Health Complaints

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

ARTICLE XIII

INSURANCE

Section 1. Health Plans

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

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

- A. Retiree Medical Insurance Grant
 - 1. The Authority shall administer a Retiree Medical Insurance Grant plan, which will also be referred to herein as a "defined benefit plan" for employees who have retired or terminated from Authority service and who meet the eligibility requirements as set forth in Section 2.B., of this Article.
 - 2. Upon paid Authority retirement, an eligible retiree who has enrolled in a "qualified health plan" (as defined in the Authority Retiree Medical Plan effective January 1, 1997) or in Medicare as stated in the Retiree Medical Plan and/or required by the "qualified health plan" shall receive a Retiree Medical Insurance Grant.
 - 3. An eligible former employee who terminated from Authority service prior to retirement, who is fifty-five (55) years of age or older, and who is enrolled in a recognized health plan or Medicare as stated in the Retiree Medical Plan and/or required by the "recognized health plan," shall receive a Retiree Medical Insurance Grant.
 - 4. The Retiree Medical Insurance Grant may be applied only toward the cost of retiree and dependent coverage in a "qualified health plan," as reimbursement for a portion of the cost of eligible former employee and dependent coverage in a recognized health plan, and/or Medicare premiums as provided in Sections 2.A.4.a., 2.A.4.b., and 2.A.4.c., of this Article. (09/28/06)
 - a. Effective January 1, 201~~6~~⁴, the Retiree Medical Insurance Grant shall be an amount based on twenty ~~fivetwo~~ dollars and ~~fiftyseven~~ cents (~~\$25.5022-07~~) per month for each full year of service to a maximum of ~~six hundred and thirty-seven dollars and fifty five hundred and fifty one dollars and seventy five cents~~ (~~\$637.50551-75~~) 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 (5) percent per year. In no case shall the Retiree Medical Insurance Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 - b. All Authority employees who retire from the Authority and become eligible for a Retiree Medical Insurance Grant shall be provided a one

(1) time opportunity of at least thirty (30) days to enroll in a Authority “qualified health plan” and shall have ninety (90) days after attaining age sixty-five (65) to enroll in Medicare. Should a retiree fail to enroll in either a “qualified health plan” or Medicare during the aforementioned periods or should he/she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Retiree Medical Insurance Grant. (09/28/06)

- c. All former employees who did not retire from the Authority and who are eligible for a Retiree Medical Insurance Grant shall not receive the Grant until such employees reach age fifty-five (55) and request the Authority to commence distribution of the Grant no later than ninety (90) days from the former employee’s 55th birthday. Upon such request, the eligible former employees must show proof of enrollment in a recognized health plan. A reimbursement for a portion of the cost of premiums will be provided to the eligible former employees in accordance with the Retiree Medical Plan provisions. The eligible former employees will be required to provide the Authority with a copy of the premium bill and cancelled check or other recognized proof of payment for reimbursement. (09/28/06)

B. Eligibility Requirements for Retiree Medical Insurance Grant

1. Retiree must be actively retired from the Authority and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). An eligible former employee must be at least age fifty-five (55) and enrolled in a recognized health plan.
2. Only employees hired before January 1, 2007, shall be eligible to participate in the Retiree Medical Insurance Grant Plan. (09/28/06)
3. Retiree or eligible former employee must have retired or terminated employment with the Authority with at least one (1) year of service (2,080 hours), except as provided in Section 2.B.3.a., b., and c., of this Article. (09/28/06)
 - a. A retiree of the Authority who receives a service-connected disability retirement from OCERS shall be eligible for a Retiree Medical Insurance Grant equal to either ten (10) years of service or actual years of service, whichever is greater.
 - b. A retiree who receives a non-service connected disability retirement shall be eligible for a Retiree Medical Insurance Grant based on actual years of service. (09/28/06)
 - c. A separated employee who is less than fifty-five (55) years of age or is under normal retirement age who has requested a service or non-service connected disability retirement shall not be eligible to receive the Retiree Medical Insurance Grant until a determination of disability status is made by the Board of Retirement. (09/28/06)
4. All eligible retirees, eligible former employees, and enrolled dependents who are sixty-five (65) or older must be enrolled in Medicare Part B to be

eligible for the Retiree Medical Insurance Grant. All eligible retirees, eligible former employees, and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Retiree Medical Insurance Grant. (09/28/06)

5. Deferred Retirement

- a. An employee who, upon separation from Authority service, is eligible for paid retirement and elects deferred retirement must defer participation in the Retiree Medical Insurance Grant until such time as he/she becomes an active retiree.
- b. An employee who has one (1) year of service (2,080 hours), is not eligible for paid retirement at the time he/she separates from Authority service, and elects deferred retirement status shall not become eligible for participation in the Retiree Medical Insurance Grant until he/she becomes fifty-five (55) years of age. (09/28/06)

6. For purposes of this section, a full year of service shall mean those regular hours of service the employee worked as a regular, limited-term, and/or probationary employee. Two thousand eighty (2,080) regular hours, exclusive of overtime, shall equal one (1) full year of service for a staff employee (forty [40] hour workweek). Two thousand nine hundred twelve (2,912) regular hours, exclusive of overtime, shall equal one (1) full year of service for a shift employee (fifty-six [56] hour average duty week).

C. Employee Contribution (9/28/06)

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

D. Survivor Benefits (9/28/06)

1. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Retiree Medical Insurance Grant authorized for the retiree. (09/28/06)
2. A surviving eligible retiree or eligible former employee who qualifies for a monthly retirement allowance and who was married to a retiree or eligible former employee who was also eligible for a Retiree Medical Insurance Grant shall receive the survivor benefit described in Section 2.D.1., of this Article, or his/her own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants. (09/28/06)

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

- A. The Authority will provide only to regular, limited-term, and probationary employees hired on or after January 1, 2007, a "defined contribution plan." (09/28/06)

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

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

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

ARTICLE XIV

UNIFORMS, PROPERTY, SERVICES, AND EQUIPMENT

Section 1. Uniforms

- A. Except as provided in Section 1.B., of this Article, the Authority will provide and replace as required—but will not launder or dry clean—the following:
 - 1. Required uniforms, including protective clothing
 - 2. Station work shoes
 - 3. Wildland boots
 - 4. Bed linens and blankets.
- B. When an employee requests a station work shoe and/or a required wildland boot, other than those provided by the Authority pursuant to Section 1.A., of this Article, the Authority may—at its sole discretion—authorize such employee to purchase an alternative Authority-approved station work shoe and/or wildland boot. In such cases, the employee shall be reimbursed for his/her cost of purchasing the Authority-approved station work shoes to a maximum of one hundred and fifty ~~seventy~~ dollars (~~\$7150~~) per pair of station work shoes/boots and/or three hundred ~~one hundred twenty five~~ dollars (~~\$300125~~) per pair of wildland boots.
- C. New hires shall receive four (4) complete sets of uniforms.
- D. There shall be no changes to SOP UN 01.01 (Descriptions, Use and Maintenance of Uniforms) and UN 01.04 (Uniform Issuance and Replacement) without mutual agreement during the term of this MOU.

Section 2. Turnout Clothing and Equipment

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

ARTICLE XV

RETIREMENT

Section 1. Eligibility

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

Section 2. Employer's Contribution

- A. For Employees hired Before January 1, 2013 and for Employees hired on or After January 1, 2013 who are considered "Legacy Members" of OCERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA): The Authority will pay the amount of the employee's share of retirement contribution that is not paid by the employee per Section 5 of this Article.

Section 3. Final Compensation

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

Section 4. Cost-of-Living Adjustments

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

Section 5. Retirement Formulas and Employee Contributions

- A. Safety Employees

- 1. Employees Hired Prior to January 1, 2011

- a. Safety Retirement Formula: These Employees shall receive the three percent at fifty (3% at 50) retirement formula as per California Government Code Section 31664.1.

~~b. Employee contributions to the Retirement System~~

~~c. The deduction from the employee's Compensation Earnable is seven percent (7%) (which shall be increased to nine percent 9%) effective~~

~~November 14, 2014 which shall continue during the employee's employment period with the Authority, or until such time that the employee qualifies under GC 31664.1(c).~~

b. Employee Contributions to the Retirement System which shall continue during the employee's employment period with the Authority, or until such time that the employee qualifies under GC 31664.1(c):

1. Until the first day of the second pay period following Board approval of this MOU, these employees shall pay a portion of the required member contribution not to exceed nine percent (9%) of compensation earnable.
2. Effective on the first day of the second pay period following Board approval of this MOU, these employees shall pay up to twelve and one half percent (12.5%) of compensation earnable, which when combined with the two percent (2%) HCRC described in paragraph A.1.c below, will equate to payment of up to fourteen and one half percent (14.5%) of compensation earnable, but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than fourteen and one half percent (14.5%) of compensation earnable.
3. Effective in the pay period which includes the date which is exactly one (1) year from Board approval of the MOU, these employees shall pay up to fifteen and ninety-nine one hundredths percent (15.99%) of compensation earnable, which when combined with the two percent (2%) HCRC described in paragraph A.1.c below, will equate to payment of up to seventeen and ninety-nine one hundredths percent (17.99%) of compensation earnable, but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than seventeen and ninety-nine one hundredths percent (17.99%) of compensation earnable.
4. Effective in the pay period which includes the date which is exactly two (2) years from Board approval of the MOU, these employees shall pay up to seventeen and ninety-nine one hundredths percent (17.99%) of compensation earnable, which when combined with the 2% HCRC described in paragraph A.1.c below, will equate to payment of up to nineteen and ninety-nine one hundredths percent (19.99%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than nineteen and ninety-nine one hundredths percent (19.99%) of compensation earnable.
5. Effective in the pay period which includes the date which is exactly three (3) years from Board approval of the MOU, these employees shall pay up to eighteen and fifty-three one hundredths percent (18.53%) of compensation earnable, which

when combined with the two percent (2%) HCRC described in paragraph A.1.c below, will equate to payment of up to twenty and fifty-three hundredths percent (20.53%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than twenty and fifty-three one hundredths percent (20.53%) of compensation earnable.

6. The difference between (a) the required member contribution as determined by OCERS and (b) the actual member contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2.

7. Effective on the last date of this MOU, if there are increases to the maximum employee contribution to OCERS, employees in the unit will pay their maximum employee contribution based on age of entry into OCERS, less the two percent (2%) HCRC described in paragraph A.1.c below.

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

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

a. Retirement Formula: These Employees shall receive the three percent at fifty (3% at 50) retirement formula per California Government Code Section 31664.1.

b. Employee Contributions to the Retirement System which shall continue during the employee's employment period with the Authority, or until such time that the employee qualifies under GC 31664.1(c):

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

1. Until the first day of the second pay period following Board approval of this MOU, these employees shall pay a portion of the required member contribution not to exceed eleven percent (11%) of compensation earnable.
2. Effective on the first day of the second pay period following Board approval of this MOU, these employees shall pay up to fourteen and one half percent (14.5%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than fourteen and one half percent (14.5%) of compensation earnable.
3. Effective in the pay period which includes the date which is exactly one (1) year from Board approval of the MOU, these employees shall pay up to seventeen and ninety-nine one hundredths percent (17.99%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than seventeen and ninety-nine one hundredths percent (17.99%) of compensation earnable.
4. Effective in the pay period which includes the date which is exactly two (2) years from Board approval of the MOU, these employees shall pay up to nineteen and ninety-nine one hundredths percent (19.99%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than nineteen and ninety-nine one hundredths percent (19.99%) of compensation earnable.
5. Effective in the pay period which includes the date which is exactly three (3) years from Board approval of the MOU, these employees shall pay up to twenty and fifty-three one hundredths percent (20.53%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than twenty and fifty-three one hundredths percent (20.53%) of compensation earnable.

6. The difference between (a) the required member contribution as determined by OCERS and (b) the actual member contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2.
 7. Effective on the last date of this MOU, if there are increases to the maximum employee contribution to OCERS, employees in the unit will pay their maximum employee contribution based on age of entry into OCERS.
3. Employees Hired On or After July 1, 2012 Who Are Not Defined As "New Members" Under the Public Employees' Pension Reform Act of 2013
- a. Retirement Formula: These Employees shall receive the three percent at fifty (3% at 55) retirement formula as per California Government Code Section 31664.2.
 - b. ~~Employee Contributions To the Retirement System: Effective upon the employee becoming a member of the bargaining unit, the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to nine (9) percent (which shall be increased to eleven percent (11%) effective November 14, 2014 which shall constitute the employee's retirement contribution. The deduction shall be credited in accordance with GC Section 31581.2 and shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under Government Code 31664.1(c). The difference between the (a) required member contribution as determined by OCERS and (b) the actual employee contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2.~~
 - c. Employee Contributions to the Retirement System which shall continue during the employee's employment period with the Authority, or until such time that the employee qualifies under GC 31664.1(c):
 1. Until the first day of the second pay period following Board approval of this MOU, these employees shall pay a portion of the required member contribution not to exceed eleven percent (11%) of compensation earnable
 2. Effective on the first day of the second pay period following Board approval of this MOU, these employees shall pay up to fourteen and one half percent (14.5%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than fourteen and one half percent (14.5%) of compensation earnable.
 3. Effective in the pay period which includes the date which is exactly one (1) year from Board approval of the MOU, these employees shall pay up to seventeen and ninety-nine one hundredths percent (17.99%) of compensation earnable but no higher than their maximum employee contribution (based on age

of entry into OCERS) if their maximum employee contribution is lower than seventeen and ninety-nine one hundredths percent (17.99%) of compensation earnable.

4. Effective in the pay period which includes the date which is exactly two (2) years from Board approval of the MOU, these employees shall pay up to nineteen and ninety-nine one hundredths percent (19.99%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than nineteen and ninety-nine one hundredths percent (19.99%) of compensation earnable.

5. Effective in the pay period which includes the date which is exactly three (3) years from Board approval of the MOU, these employees shall pay up to twenty and fifty-three one hundredths percent (20.53%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than twenty and fifty-three one hundredths percent (20.53%) of compensation earnable.

6. The difference between (a) the required member contribution as determined by OCERS and (b) the actual member contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2.

7. Effective on the last date of this MOU, if there are increases to the maximum employee contribution to OCERS, employees in the unit will pay their maximum employee contribution based on age of entry into OCERS.

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

a. The retirement formula will be the "2.7% at 57" retirement formula per Government Code section 7522.25(d), utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of the law.

B. Non-Safety Employees

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

1. Employees Hired Prior to July 1, 2011

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

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

b. Employee Contributions to the Retirement System which shall continue during the employee's employment period with the Authority, or until such time that the employee qualifies under GC 31664.1(c):

1. Until the first day of the second pay period following Board approval of this MOU, these employees shall pay a portion of the required member contribution not to exceed eleven percent (11%) of compensation earnable, which shall constitute the employee's retirement contribution. The deduction shall be credited in accordance with GC Section 31581.2 and shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c). The difference between the (a) required member contribution as determined by OCERS and (b) the actual employee contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2.

2. Effective on the first day of the second pay period following Board approval of this MOU, these employees shall pay up to fourteen and one half percent (14.5%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than fourteen and one half percent (14.5%) of compensation earnable.

3. Effective in the pay period which includes the date which is exactly one (1) year from Board approval of the MOU, these employees shall pay up to seventeen and ninety-nine one hundredths percent (17.99%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than seventeen and ninety-nine one hundredths percent (17.99%) of compensation earnable.

4. Effective in the pay period which includes the date which is exactly two (2) years from Board approval of the MOU, these employees shall pay up to nineteen and ninety-nine one hundredths percent (19.99%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than nineteen and ninety-nine one hundredths percent (19.99%) of compensation earnable.

5. Effective in the pay period which includes the date which is exactly three (3) years from Board approval of the MOU, these employees shall pay up to twenty and fifty-three one hundredths percent (20.53%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than

twenty and fifty-three one hundredths percent (20.53%) of compensation earnable.

6. The difference between (a) the required member contribution as determined by OCERS and (b) the actual member contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2.

7. Effective on the last date of this MOU, if there are increases to the maximum employee contribution to OCERS, employees in the unit will pay their maximum employee contribution based on age of entry into OCERS.

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

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

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

b. Employee Contributions to the Retirement System which shall continue during the employee's employment period with the Authority, or until such time that the employee qualifies under GC 31664.1(c):

1. Until the first day of the second pay period following Board approval of this MOU, these employees shall pay a portion of the required member contribution not to exceed eleven percent (11%) of compensation earnable which shall constitute the employee's retirement contribution.

2. Effective on the first day of the second pay period following Board approval of this MOU, these employees shall pay up to fourteen and one half percent (14.5%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than fourteen and one half percent (14.5%) of compensation earnable.

3. Effective in the pay period which includes the date which is exactly one (1) year from Board approval of the MOU, these employees shall pay up to seventeen and ninety-nine one hundredths percent (17.99%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than seventeen and ninety-nine one hundredths percent (17.99%) of compensation earnable.

4. Effective in the pay period which includes the date which is exactly two (2) years from Board approval of the MOU, these employees shall pay up to nineteen and ninety-nine one

hundredths percent (19.99%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than nineteen and ninety-nine one hundredths percent (19.99%) of compensation earnable.

5. Effective in the pay period which includes the date which is exactly three (3) years from Board approval of the MOU, these employees shall pay up to twenty and fifty-three one hundredths percent (20.53%) of compensation earnable but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than twenty and fifty-three one hundredths percent (20.53%) of compensation earnable.

6. The difference between (a) the required member contribution as determined by OCERS and (b) the actual member contribution as described above shall be paid by the employer in accordance with Government Code Section 31581.2.

7. Effective on the last date of this MOU, if there are increases to the maximum employee contribution to OCERS, employees in the unit will pay their maximum employee contribution based on age of entry into OCERS.

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

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

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

ARTICLE XVI

DEFERRED COMPENSATION

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

Advisory Deferred Compensation Committee

The parties shall maintain a standing joint labor/management advisory committee to oversee the deferred compensation program (which includes retiree health savings). The committee shall include two representatives from the Firefighter Unit. The committee chairperson shall be the current fiduciary of the OCFA deferred compensation plan. Meetings will be scheduled for January and July or on an as needed basis. The general purpose will be to review and make recommendations on the following matters:

1. Review and provide input on selection of independent deferred compensation consultants.
2. Review and provide input on the consultant's fund lineup recommendations.
3. Review and provide input on new plan features being offered.
4. Review and provide input on customer service and internal educational workshops for plan participants.
5. Review and provide input on service delivery of the current service contract.
6. Review and provide input on the future competitive bidding process for deferred compensation.

ARTICLE XVII

PAYROLL DEDUCTION OF DUES AND INSURANCE PREMIUMS AND EMPLOYEE INFORMATION LISTING

Section 1. Payroll Deductions

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

Section 2. Employee Information Listing

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

ARTICLE XVIII

SEPARABILITY

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

ARTICLE XIX

MAINTENANCE OF MEMBERSHIP

Any employee in the Firefighter Unit, who has authorized Union deductions on the effective date of this Agreement or at any time subsequent to the effective date of this Agreement, shall continue to have such Union dues deductions made by the Authority during the term of this Agreement. Any employee in the Firefighter Unit may terminate such Union dues by submitting a completed and signed payroll deduction cancellation form to the Payroll Section, Business Services Department, during pay period ~~nine (9) (April 3, 2015 — April 16, 2015)~~ thirteen (13) of 2018.

ARTICLE XX

RECOGNITION

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

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

ARTICLE XXI

DEPENDENT CARE ASSISTANCE PROGRAM

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

ARTICLE XXII

MODIFICATION AND WAIVER

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

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

MEET AND CONFER DURING THE TERM OF THE MOU

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

ARTICLE XXIII

TRANSFER OF FUNCTIONS

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

ARTICLE XXIV

COMPENSATION

Section 1. Base Salary Adjustments

- A. Effective on the first day of the second pay period following Board approval of this MOU, employees covered by this Agreement shall receive a four and one half percent (4.5%) base salary increase.
- B. Effective in the pay period including the date which is exactly one (1) year from Board approval of the MOU, employees covered by the Agreement shall receive a four and two-tenths percent (4.2%) base salary increase.
- C. Effective in the pay period including the date which is exactly two (2) years from Board approval of the MOU, employees covered by the Agreement shall receive a three and two-tenths percent (3.2%) base salary increase.
- D. Effective in the pay period including the date which is exactly three (3) years from Board approval of the MOU, employees covered by the Agreement shall receive a one and one-quarter percent (1.25%) base salary increase.

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

Section 2. Fire Pilot Range Adjustment

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

Section 3. Specialty Pay

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

3. Paramedic pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits, as provided by law.

B. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional (.5571) dollars per hour (approximately one hundred and thirty-five dollars [\$135] per month) for all hours actually paid.
 - a. An employee must be conversant in one of the pre-designated languages to qualify to receive bilingual pay:
 - Spanish
 - Vietnamese
 - Korean
 - Chinese/Mandarin/Cantonese
 - American Sign Language
 - b. Other languages may qualify on a case-by-case basis.
 - c. The employee must be approved by the Human Resources Director as per SOP HR.01.01 (Procedures for Bilingual Pay). Furthermore, there shall be no changes to SOP HR 01.01 during the term of this MOU without mutual agreement.
 - d. The agreed upon testing procedure for achieving the bilingual bonus pay is the Berlitz Languages, Inc., or mutually agreed equivalent.
 - e. The agreed pass-point is the Berlitz designated skill level of "Speaking 2-Limited Work Proficiency".
 - f. The testing process will be administered individually, in person, or over the phone, and can be retaken after one (1) month if there is a failure.
 - g. In the event that the OCFA changes the testing provider(s), they will notify the Association, in writing, to meet and discuss the new process and conditions that will be mutually agreed going forward.
2. Bilingual pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits, as provided by law.
3. A bilingual employee may be called upon to speak or translate a second language at any time, as Authority needs dictate.
4. Hand Crew Firefighters are Ineligible for Bilingual Pay.

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

1. ~~Effective the first "full" pay period in January 2001 (Pay Period 3),~~ employees who are qualified to perform hazardous materials duties and who are assigned by the Authority to a position designated to perform

hazardous materials duties regularly shall be paid—in addition to their regular salary—approximately seven and one-half (7.5%) percent of top step Firefighter base salary per month, prorated on an hourly basis;

Such employees who work an overtime shift to cover a designated hazardous materials position, due to the absence of the regularly assigned employee, shall also receive hazardous materials pay on a prorated basis for that overtime shift or portion thereof.

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

D. Hazardous Materials Specialist Incentive Pay (Specialist, Non-Paramedic = 7.5% HazMat Pay + 2.5% HMSI Pay, for a total of 10% combined)

1. To be eligible to receive the Hazardous Materials Specialist Incentive (HMSI) pay, employees must be designated as qualified by the OCFA. Qualified is defined as having successfully completed and hold a current certification as a California State Hazardous Materials Specialist and an aggregate of two years assignment (voluntary or administrative) to Engine 4, Truck 4 or Engine 79. Employees designated as "Part-time Haz Mat Team Members" shall be eligible to receive HMSI pay provided that they have been designated as qualified by the OCFA.
2. Non paramedic hazardous material (Haz Mat) positions that are eligible for the HMSI are identified as:
 - a. Engine 4-2 (Engineer)
 - b. Engine 4-4 (Firefighter)
 - c. Truck 4-1 (Captain)
 - d. Truck 4-2 (Engineer)
 - e. Truck 4-3 (Firefighter)
 - f. Truck 4-4 (Firefighter)
 - g. Engine 79-1 (Captain)
 - h. Engine 79-2 (Engineer)
3. The HMSI pay is in addition to the seven and one-half (7.5) percent of top step Firefighter base salary for Hazardous Materials Pay outlined in Section 3.C above for those members assigned to the Haz Mat team that do not have the Hazardous Material Specialist and/or the years of service in the assignment.
4. Daily minimum staffing on Truck 4 will be four (4) qualified personnel consisting of one (1) fire captain, one (1) fire apparatus engineer and two (2) firefighters.

5. Daily minimum staffing on Engine 4 shall be four qualified Haz Mat members; however, in order to avoid force hiring for the fourth position on Engine 4 the minimum staffing can be reduced to three (3) qualified Haz Mat personnel and one (1) non-Haz Mat qualified person; however the non-Haz Mat position shall not be the captain. The configuration shall be either one (1) fire captain, one (1) fire apparatus engineer and one (1) firefighters or one (1) fire captain and two (2) firefighters.
6. Daily minimum staffing on Engine 79 shall be four qualified Haz Mat members; however, in order to avoid force hiring for the fourth position on Engine 79 the minimum staffing can be reduced to three (3) qualified Haz Mat personnel and one (1) non-Haz Mat qualified person; however the non-Haz Mat position shall not be the captain. The configuration shall be either one (1) fire captain, one (1) fire apparatus engineer and one (1) firefighters or one (1) fire captain and two (2) firefighters.
7. An interview process will be required for the fire captain position prior to voluntary transfer to Engine 4, Engine 79 and Truck 4. The interview panel will be made up of one (1) OCFA subject matter experts selected by the Hazardous Materials Program Manager, one (1) outside agency subject matter expert selected by the Hazardous Materials Program Manager, and one (1) OCPFA representative.
8. Fire apparatus engineers and firefighters, transferring to Engine 4 and 79 may be permitted to transfer prior to being qualified, as stated above, provided that minimum staffing levels are maintained as described above (number 5). Fire apparatus engineers and firefighters transferring to Engine 4 and 79 who have not completed the minimum training as stated above may be administratively assigned (AA) to another position until minimum training requirements are met.
9. Qualified employees (as outlined above in #1 and #2) regularly assigned (having a post position or administratively assigned) to a position designated as a non-paramedic Haz Mat will be compensated an additional two and five-tenths (2.5) percent of the top hourly salary step of the firefighter classification base salary per month, prorated on an hourly basis.
10. Employees temporarily moved, by management, from their regular assignment (POST or Administrative) on a designated Haz Mat unit will maintain the HMSI pay. Employees regularly assigned (having a post or administratively assigned) to a position on a designated Haz Mat unit will not receive the HMSI for backfill shifts worked at non-HMRT positions.
11. Due to the absence of the regularly assigned employee, qualified employees who are assigned a backfill shift on a Haz Mat unit shall receive HMSI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
12. HMSI pay shall apply to workers compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the OCFA to a Haz Mat unit.

13. A list of fully qualified part-time Haz Mat Response Team (HMRT) members will be established to support staffing needs. An interview process will be required to select the qualified part-time HMRT members. The interview panel will be made up of one (1) OCFA subject matter experts selected by the Hazardous Materials Program Manager, one (1) outside agency subject matter expert selected by the Hazardous Materials Program Manager, and one (1) OCPFA representative.

14. Personnel assigned to the HMRT and qualified part-time HMRT members will be issued individual PPE.

15. In the event the OCFA moves the HMRT to another station(s) during the term of this MOU, the new station number(s) shall be substituted for the units specified above in this Section 3.D.

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

1. Employees must be designated as qualified by the OCFA to be eligible to receive the Hazardous Materials and Paramedic Incentive (HMPI) pay. Qualified is defined as being an OCFA sponsored paramedic and certified as a Hazardous Materials Technician and/or Specialist. Employees designated as "Part-time Haz Mat Team Members" shall be eligible to receive HMPI pay provided that they have been designated as qualified by the OCFA.

2. Haz Mat/Paramedic positions are identified as:

- a. Engine 4-1 (Captain)
- b. Engine 4-3 (Firefighter)
- c. Engine 79-3 (Firefighter)
- d. Engine 79-4 (Firefighter)

3. The HMPI noted herein is a reduced rate from the Hazardous Materials Pay identified in Section 3.C above, and will only be applied under the conditions noted in this Section 3.E.

4. Employees regularly assigned to the designated Haz Mat/Paramedic positions, who receive Paramedic Pay, as provided in the Firefighter Unit Memorandum of Understanding (MOU), and who qualify to participate as a Hazardous Materials Response Team (HMRT) member will be compensated in addition to their paramedic pay, approximately two and five-tenths (2.5%) percent of top step firefighter base salary per month, prorated on an hourly basis.

5. Employees who are occasionally assigned to cover a Haz Mat/Paramedic position due to the absence of a regularly assigned employee, and are qualified as stated above, shall receive pay in accordance with this agreement on a pro-rated basis for each hour the employee is assigned to perform" the duties of the designated Haz Mat/Paramedic position.

6. Due to the absence of the regularly assigned employee, qualified employees who are assigned a backfill shift in a designated Paramedic/Haz Mat position shall receive HMPI pay on a prorated basis for that backfill shift or portion thereof.
7. HMPI pay shall apply to workers' compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the OCFA to a Paramedic Haz/Mat position.
8. In the event the OCFA moves the HMRT to another station(s) during the term of this MOU, the new station number(s) shall be substituted for the units specified above in this Section 3.E.

F. Aircraft Rescue Firefighting (ARFF) Pay

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

G. Educational Incentive Pay

1. A regular, limited-term, or probationary employee who has satisfactorily completed the equivalent of sixty (60) college-level semester units shall be eligible for educational incentive pay of two and one-half percent (2.5%) of base salary per month, prorated on an hourly basis for regular hours paid. Educational incentive pay is not applied to overtime/backfill hours.
2. A regular, limited-term, or probationary employee who has satisfactorily completed the equivalent of ninety (90) college-level semester units shall be eligible for educational incentive pay of five (5) percent of base salary per month, prorated on an hourly basis for regular hours paid. Educational incentive pay is not applied to overtime/backfill hours.
3. A regular, limited-term, or probationary employee who has obtained a Baccalaureate Degree shall be eligible for educational incentive pay of seven and five tenths (7.5) percent of base salary.

4. The maximum of educational incentive pay an employee may receive shall be seven and five tenths (7.5) percent of base salary.
5. To receive educational incentive pay, the employee must:
 - a. Submit a written request to receive the educational incentive pay
 - b. Submit proof of qualification satisfactory to the Human Resources Director. Grade cards, transcripts, and/or other verification from an accredited, college-level educational institution shall constitute satisfactory proof of qualification.
6. All employees who as of January 1, 2000, were receiving educational incentive pay will not be required to resubmit proof or verification.
7. Payment of the educational incentive shall begin with the pay period following verification of the employee's eligibility.
8. The educational incentive pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits, as provided by law.

9. Hand Crew Firefighters are Ineligible for Educational Incentive Pay.

H. Urban Search and Rescue (USAR) Pay

1. Non-paramedic urban search and rescue positions at Fire Station 54 will receive pay of approximately seven and one-half percent (7.5%) of top step Firefighter base salary per month, prorated on an hourly basis. The Firefighter/Paramedic positions assigned to urban search and rescue at Fire Station 54—in addition to their paramedic pay—will receive pay of approximately two and one-half percent (2.5%) of top step Firefighter base salary per month, prorated on an hourly basis. Such employees who work an overtime shift to cover a designated USAR position, due to the absence of the regularly assigned employee, shall also receive USAR pay on a prorated basis for that overtime shift or portion thereof.
2. USAR qualified employees who are occasionally assigned to cover a designated USAR position due to the absence of a regularly assigned employee shall receive USAR pay on a pro-rated basis for each hour the employee is assigned to perform the duties of the designated USAR position.
3. USAR pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.
4. Employees Who Transfer into USAR Post Positions at Station 54
 - a. After the employee transfers into the USAR post positions (Station 54) they are required to successfully complete the required state

certification courses at the OCFA's expense, including Confined Space Awareness, Rescue Systems 1, and Trench Rescue.

- b. Employees who transfer into USAR post positions (Station 54) will be eligible to receive the USAR Pay as outlined in Section 3.F.1 through 3.F.3 above.
- c. Employees who transfer into designated USAR positions (Station 54) and who have not completed the minimum training will be assigned to attend the next available and appropriate classes as noted above, at the OCFA's expense, within one year of transfer to a post position.
- d. Employees who attend the USAR classes noted at OCFA's expense must successfully complete such courses. Any employee who fails to successfully complete any course, except in the case of medical or other extenuating circumstances, will not be sent to any further courses and will forfeit their USAR position and will be administratively assigned to an open position. Prior to employees being removed from their post position the program manager will evaluate on a case by case basis.
- e. All employees permanently assigned to Station 54 are required to obtain and maintain a Class A driver's license and OCFA Code 3 Authorization within 6 months from date of assignment. Once employees obtain a valid Class A driver's license they will be eligible to receive the USAR Pay as outlined in Section 3.F.1 through 3.F.3.
- f. Employees who are unable to successfully obtain their Class A driver's license in the 6 month timeframe will forfeit their USAR position. They will be administratively assigned to an open position not requiring a Class A driver's license. Prior to employee being removed from their post position the program manager will evaluate on a case by case basis.
- g. The OCFA shall provide the necessary training, as well as provide the required physical examination and pay for the related costs necessary to acquire this license.
- h. OCFA will provide additional training, at the OCFA's expense, as necessary for the positions associated with Station 54 and the management of the logistics functions of the USAR team.

~~3. USAR pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.~~

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

- 1. Employees assigned to a designated staff position shall receive staff assignment pay (SAP) of seven and five-tenths ~~(7.5)~~ percent (7.5%) of the employee's base salary during such assignment, provided such employee has been designated by the Authority as suppression qualified.

2. In addition to the SAP, effective on the first day of the second pay period following Board approval of this MOU, employees assigned to a designated staff position shall also receive staff incentive pay (SIP) equal to the greater of ten percent (10%) of the employee's base salary, or, if the employee is receiving paramedic pay at the time of transition to a designated staff position, the employee may continue receiving paramedic pay in lieu of the ten percent (10%) SIP.

J. Emergency Medical Technician (EMT) Pay

1. Employees, other than Hand Crew Firefighters, who maintain an active State of California EMT certification will receive, in addition to their regular salary, ~~approximately five (5) percent of top step Firefighter base salary per month, prorated on an hourly basis for regular hours paid.~~

2. Effective on the first day of the second pay period following Board approval of this MOU, Hand Crew Firefighters who maintain an active State of California EMT certification will receive, in addition to their regular salary, approximately five (5) percent of top step Hand Crew Firefighter base salary per month, prorated on an hourly basis for regular hours paid.

~~4.3.~~ EMT pay shall apply to workers' compensation and be considered part of the employee's base pay for the earning of other benefits, as provided by law.

~~2.4.~~ EMT pay shall apply to all classifications covered by this Agreement, except for Firefighter Trainee.

~~3.5.~~ The Authority will provide recertification opportunities for all members of the Firefighter Unit.

~~4.6.~~ EMT pay is not applied to overtime/backfill hours, unless applicable by law.

K. Fire Apparatus Engineer Paramedic Incentive Pay (PMI)

1. Employees in the Fire Apparatus Engineer classification who possess and maintain a current Orange County Paramedic Certification and agree to perform paramedic duties when required shall receive a partial paramedic incentive pay in the amount of \$500 per month.

2. The \$500 partial paramedic incentive pay shall apply only to the Fire Apparatus Engineer classification and will not be used in the calculation of promotional salary adjustments.

3. The \$500 partial paramedic incentive pay shall not be prorated to apply to any overtime shifts worked in a non-paramedic position. Overtime shifts worked in a paramedic position will be compensated in accordance with this Agreement.

4. The \$500 partial paramedic incentive pay shall not apply to personnel in the Fire Apparatus Engineer classification who receive Hazardous

Materials Pay, Aircraft Rescue Firefighting Pay, Urban Search and Rescue Pay or Staff Assignment Pay.

5. The \$500 partial paramedic incentive pay shall not apply to personnel in the Fire Apparatus Engineer classification who are assigned to a full-time Fire Apparatus Engineer-Paramedic post position.
6. The \$500 partial paramedic incentive pay shall apply to all employees currently in the classification of Fire Apparatus Engineer who qualify in accordance with this section.
7. The \$500 partial paramedic incentive pay shall only apply to those personnel who had been assigned as paramedics immediately prior to promotion to Fire Apparatus Engineer.

~~L. Assistant Fire Training Officer (AFTO) Pay~~

- ~~1. For employees assigned full time (40 hours per week) to the Training Section in staff position they shall receive ten percent (10%) of their base rate of pay during such assignment. This pay shall be in addition to any staff assignment pay (paid at seven and one half percent 7.5%) that applies to other staff assignment positions at the Authority.~~

L. Technical Rescue Truck Incentive (TRTI) Pay

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

Training will be provided at the OCFA's expense.

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

2. Daily minimum staffing on Truck 6 will be four (4) qualified personnel consisting of one (1) fire captain, one (1) fire apparatus engineer and two (2) firefighters.
3. Daily minimum staffing on Trucks 9, 34 and 61 shall be four qualified TRT members; however, in order to avoid force hiring for the fourth position on Trucks 9, 34 and 61 the minimum staffing can be reduced to three (3) qualified TRT personnel and one (1) non-TRT qualified person; however the non-TRT position shall not be the captain. The configuration shall be either one (1) fire captain, one (1) fire apparatus engineer and one (1) firefighters or one (1) fire captain and two (2) firefighters.
4. An interview process will be required for the fire captain position prior to voluntary transfer to Truck 6, 9, 34 or 61. The interview panel will be made up of one (1) OCFA subject matter experts selected by the Urban Search

and Rescue Program Manager, one (1) outside agency subject matter expert selected by the Urban Search and Rescue Program Manager, and one (1) OCPFA representative.

5. Prior to occupying the position, fire captains, fire apparatus engineers, and firefighters transferring to Truck 6 must be qualified as stated above. Employees transferring to Truck 6 who have not completed the minimum training will be administratively assigned (AA) to another position until the minimum training requirements are met.
6. Prior to occupying the position, fire captains transferring to Trucks 9, 34, and 61 must be qualified as stated above. Fire captains transferring to Trucks 9, 34, or 61 who have not completed the minimum training as stated above will be administratively assigned (AA) to another position until minimum training requirements are met.
7. Fire apparatus engineers and firefighters, transferring to Trucks 9, 34, and 61 may be permitted to transfer prior to being qualified, as stated above, provided that minimum staffing levels are maintained as described above (number 3). Fire apparatus engineers and firefighters transferring to Truck 9, 34, or 61 who have not completed the minimum training as stated above may be administratively assigned (AA) to another position until minimum training requirements are met. Employees must be designated as qualified by the OCFA to be eligible to receive the TRTI pay (number 1).
8. Within one (1) year of transfer to a post position, employees who transfer to a TRTI pay position (Trucks 6, 9, 34, and 61) and who have not successfully completed the minimum training will be assigned to attend the next available and appropriate courses listed in number one (1) above, at the OCFA's expense.. Prior to employees being removed from their post position the Program Manager will evaluate on a case by case basis.
9. Employees who transfer to a designated Technical Rescue Truck position (Trucks 6, 9, 34 and 61) must successfully complete all minimum training courses as stated above. Any employee who fails to successfully complete any course, except in the case of medical or other extenuating circumstances, will not be sent to any further courses, will forfeit their Technical Rescue Truck position and will be administratively assigned to an open position. Prior to employees being removed from their post position the Program Manager will evaluate on a case by case basis.
10. Employees regularly assigned (having a POST or Administratively Assigned) to a position on a designated Technical Rescue Truck (Trucks 6, 9, 34 and 61) will be compensated seven and five--tenths (7.5) percent of the top hourly salary step of the firefighter classification base salary per month, prorated on an hourly basis.
11. Employees temporarily moved, by management, from their regular assignment (POST or Administrative) on a designated Technical Rescue Truck will maintain the TRTI pay. Employees regularly assigned (having a POST or Administratively Assigned) to a position on a designated

Technical Rescue Truck will not receive the TRTI for backfill shifts worked at non-Technical Rescue Truck positions.

12. Technical Rescue Truck personnel will participate in all skill sets as identified in NFPA 1006 and NFPA 1670 and train to a technician level. It is desired that employees who transfer to a designated Technical Rescue Truck position (Trucks 6, 9, 34 and 61) successfully complete the Rescue Systems 2 training course within one (1) year of occupying the position.
13. Due to the absence of the regularly assigned employee, qualified employees who are assigned a backfill shift on a Technical Rescue Truck, shall receive TRTI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
14. Qualified employees who are assigned a backfill shift on an OCFA Swiftwater Unit (SW6, 9, 34, and 61), shall receive TRTI pay in accordance with this agreement on a prorated basis for that backfill shift or portion thereof.
15. TRTI pay shall apply to workers' compensation and be considered part of the employee's base pay only for employees who are regularly assigned by the OCFA to a Technical Rescue Truck.
16. A list of fully qualified part-time Technical Rescue Truck members will be established to support staffing needs. An interview process will be required to select the qualified part-time Technical Rescue Truck members. The interview panel will be made up of one (1) OCFA subject matter experts selected by the Urban Search and Rescue Program Manager, one (1) outside agency subject matter expert selected by the Urban Search and Rescue Program Manager, and one (1) OCPFA representative.
17. Personnel assigned to a Technical Rescue Truck and qualified part-time Technical Rescue Truck members will be issued individual technical rescue and water rescue PPE.

ARTICLE XXV

MINIMUM STAFFING

Section 1. Minimum Staffing

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

Section 2. Tiller Position

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

the transfer policy or will be administratively assigned to another position within the bargaining unit that does not require operating as a Tiller operator. Firefighters who elect to transfer or to accept an administrative assignment shall not receive a preferential bid for the purposes of transferring.

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

Section 3. Water Tenders and Compressed Air Foam Apparatus

- A. Water Tenders (WT) and Compressed Air Foam Apparatus (CAFA) may be staffed using career personnel from the Firefighter Bargaining Unit when it is deemed appropriate to do so by the Assistant Chief of Operations. Drivers for the WT and CAFA must be properly trained and licensed to drive the specific unit. The staffing of these units will conform, to the extent possible, to the hiring and callback procedures identified in SOP HR.03.01 Staffing Procedures.
- B. When the Assistant Chief of Operations exercises his discretion to use career personnel for WT the staffing by such career personnel will consist of one member from the Fire Apparatus Engineer classification and one member from the Firefighter classification.
- C. When the Assistant Chief of Operations exercises his discretion to use career personnel for CAFA the staffing by such career personnel will consist of one member from the Fire Apparatus Engineer classification and one member from the Firefighter classification, or if approved by the Assistant Chief of Operations or the Duty Officer in his absence, two members from the Firefighter classification. The Assistant Chief of Operations, or the Duty Officer in his absence, may also authorize additional CAFA staffing when deemed necessary by the OCFA.
- D. The Assistant Chief of Operations, or the Duty Officer in his absence, may authorize the voluntary movement of qualified personnel from another unit for use on the WT or CAFA and the subsequent backfilling of the vacated position. If a CAFA is required to respond out of Orange County the unit will be staffed with a Fire Captain, Fire Apparatus Engineer, and Firefighter. A second firefighter may be added at the discretion of the Assistant Chief of Operations, based on funding.

ARTICLE XXVI

MANAGEMENT RIGHTS

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

ARTICLE XXVII

COMPENSATION POLICY—Labor Market Adjustment

For this 2016-2020 MOU, the parties agree that the Compensation Policy will not be used. It was last calculated to determine if it impacted compensation in February 2015. However, the parties agree to keep this article in the MOU in case they agree to apply the policy in the future.

Section 1. Intent

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

Section 2. Effective Dates

- A. The Authority will make adjustments to the aforementioned classifications as a result of conducting a series of parity surveys during the term of this agreement. These surveys will commence no later than thirty (30) days prior to the scheduled effective dates. Should the survey results warrant adjustments, such adjustments will be made effective as follows:
1. The first "full" pay period in February 2015 (Pay Period 5) in accordance with Article XXIV, Section 1. (12/02/10)

Section 3. Survey Agencies

- A. Both parties have agreed that the survey agencies will be the cities in Orange County maintaining their own Fire Departments. These cities are identified as follows:
- Anaheim
 - Costa Mesa
 - Fullerton
 - Huntington Beach
 - Laguna Beach
 - Orange
 - Brea
 - Fountain Valley
 - Garden Grove
 - La Habra
 - Newport Beach
- B. If the Authority assumes the fire service responsibilities of any of the above cities, those cities will be removed from the list and the remaining cities will continue to be used as survey agencies.

Section 4. Survey Criteria

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

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

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

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

4. Educational Incentive—This element is defined as the compensation the employee may receive for obtaining college/university course work units or obtaining a college/university degree. The data reflecting the highest payment obtainable for the classifications of Fire Captain, Fire Apparatus Engineer, or Firefighter, in the surveyed agency, will be used as the comparison.

- B. Data regarding the above elements will be based on what is being paid at the time of the survey on January 1, prior to the scheduled adjustment date.
- C. Unless otherwise agreed upon, this compensation policy shall only be in force and effect for the duration of this Memorandum of Understanding.

Section 5. Compensation Adjustment Methodology

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

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

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

RELEASE TIME

Section 1. Release Time for Authority Business

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

Section 2. Release Time for Association Business

- A. Notwithstanding release time provided under the Meyers-Milias-Brown Act (MMBA), the Authority shall provide a mechanism whereby members of the Firefighter Unit shall contribute holiday compensation hours in lieu of pay to a "Union Time Bank" as outlined in this Section and referenced in Article VI. Such Union Time Bank will be solely maintained as a result of time donated by members of the Firefighter Unit and will be used at the discretion of the Association's Board of Directors, for conducting Association business.
- B. As a result of this Agreement being ratified by the members of the Firefighter Unit, employees within the Firefighter Unit shall donate time as provided in Article VI, Sections 2.A.1., 3.A.1., and 3.A.2.
- C. Holiday hours will not be donated if the Union Time Bank exceeds ~~tenseven~~ thousand ~~two hundred~~ (7,210,000) hours. The Authority shall apply the following steps in processing the donations:
1. Donated hours will be converted to dollars based on the employee's current hourly base rate.
 2. For administrative purposes, the Union Time Bank balance will be determined by taking the current account balance (in dollars) in the Union Time Bank and dividing by the current top step Fire Captain base rate.
 3. Donations will be accepted until the balance exceeds the equivalent of ~~tenseven~~ thousand ~~two hundred~~ (7,210,000) hours for holiday donations. Prior to a holiday donation, the following calculation will be used to determine if donations will be accepted:
 - a. Calculate the current Union Time Bank account balance by dividing the current balance (in dollars) by the current top step Fire Captain base rate.
 - b. If the balance is less than ~~tenseven~~ thousand ~~two hundred~~ (7,210,000) hours, donations will be processed.
 - c. If two (2) holidays occur within a pay period, each will be calculated and processed separately.

- d. No partial donations will be processed. This process requires either all the employees will donate or none will donate.
- 4. Usage of the Union Time Bank will be determined by calculating the individual user's current hourly base rate and multiplying that amount by one and one-half (1.5) to determine the hours charged.
- 5. This donation requirement will not apply to the two (2) hour spring holiday compensation, as identified in Article VI, Section 2.A.3. and Section 3.A.6.
- D. The Association shall notify the Authority of the intended number of hours for use prior to such use.
- E. The rate of hours used by the Association will be based on the specific employee's classification and hourly costs to backfill for that classification as identified in Section 2.C.4., of this Article.
- F. All donations will be irrevocable.

Section 3. Release Time for the Association President or Officers

- A. It is recognized and agreed that there are times when the OCFA's interest and the Association's interest are aligned, and it would be in the parties' best interest to collaborate collectively to achieve certain legislative agendas or develop strategies to address other issues. To accomplish this collaboration the parties recognize the need to have the Association President and/or various officers of the Association be released from duty in order to utilize their knowledge and expertise to promote mutually beneficial local, state, and federal legislative initiatives. Therefore, the parties agree as follows:
 - 1. The OCFA will provide up to 2038 hours of release time per calendar year for use by the Association President or officer(s) to pursue matters of common interest. The Association agrees to make an additional 874 hours available from the Association's "Union Time Bank" for this purpose.
 - 2. The Association President or officers will be treated as though they are on an authorized, paid leave of absence while utilizing release time.
 - 3. During the term of this agreement, the Association President will report to the Assistant Chief of Operations and provide quarterly activity reports on release time usage for matters identified as being of mutual interest.
 - 4. The Association President and officers will be required to maintain certifications and complete all mandatory training required by rank and assigned duties.
 - 5. The Association President will continue to be eligible for voluntary backfill assignments through the staffing system. However, he/she will be exempt from forced hire for non-emergency backfill assignments.
 - 6. The Association President and officers shall not engage in activities that promote or oppose the election of any public official or the support or

defeat of any ballot measure during their regularly scheduled shifts for which they are using OCFA provided release time.

ARTICLE XXIX

EFFECT OF AGREEMENT

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

CONTRACT SIGNATURES

Orange County Professional Firefighters
Association, IAFF, Local 3631

Orange County Fire Authority

Hiddo Horlings
Treasurer

Lori Zeller
Assistant Chief, Business Services

Tim Steging
Vice President

David Thomas
Assistant Chief, Operations

Mark Eide
Director

Brian Young
Assistant Chief, Organizational Planning

Mike O'Brien
Director

Michael Schroeder
Assistant Chief, Support Services

John Latta
Business Agent

Jim Ruane
Finance Manager/Auditor

Steve Silver
Labor Negotiator

Peter J. Brown
Labor Negotiator

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APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

Classes included in the Firefighter Unit as of ~~August 31, 2016~~November 1, 2014:

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

APPENDIX B

SIDE LETTER AGREEMENTS

The parties agree that the following shall remain as side letters to their MOU.

These side letters will expire on August 31, 2020~~October 31, 2015~~ unless the parties affirmatively agree that they will continue or through labor negotiations agree to incorporate all or portions of them into the body of this MOU.

~~A. Air Rescue Operations Program Agreement~~
~~B. Canine Disaster Search Specialist Program Agreement~~
~~C. Crane Operators at John Wayne Airport Agreement~~
~~D. Hand Crew Firefighter Agreement (identified as addendum to MOU)~~
~~E. Hazardous Materials and Paramedic Incentive (HMPI) Pay Agreement~~
~~F. Medical Operations Skills Maintenance~~
~~G. Position Vacancy Understanding~~
~~H. Relief Crew Chiefs Helicopter Program Agreement~~
~~I. WEFIT Program Coordinator Position Agreement (Joletta Belton)~~
~~J. Work Location Swap Agreement~~
~~Work Schedule Agreement (4/10 Pilot Program)~~

Appendix B.1	Crane Operators at John Wayne Airport Agreement
Appendix B.2	Medical Operations Skills Maintenance Agreement
Appendix B.3	Position Vacancy Understanding
Appendix B.4	Extension of Voluntary Consecutive Hours from 96 to 120

APPENDIX B.1

CRANE OPERATORS AT JOHN WAYNE AIRPORT AGREEMENT BETWEEN ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631 AND ORANGE COUNTY FIRE AUTHORITY

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement which establishes the limited change in working conditions for those members of the Firefighter Unit who voluntarily accept the added duties of Crane Operator at Fire Station 33. The parties have agreed to the following:

1. The Crane Operator Program shall be managed by the OCFA and the OCFA shall have the sole right to determine the number of crane operators.
2. Members of the OCPFA who hold an Airport Rescue Fire Fighting (ARFF) certification may volunteer for training. The OCFA shall have the sole right to determine who is selected for training and assignment as a crane operator.
3. The OCFA shall pay all associated training and certification costs.
4. OCPFA members volunteering for this assignment shall be free to discontinue their services at any time by informing their supervisors in writing that they no longer wish to operate the crane.
5. OCPFA members shall only operate the crane while on duty and working as a firefighter for the OCFA.
6. The OCFA shall incur all cost and liability associated with operation of the crane.
7. Members of the OCPFA shall restrict their operation of the crane to those duties that relate directly with emergency ARFF work (e.g. removing planes or parts of planes from the runway).
8. At no time shall OCPFA members engage in work normally and customarily done by other unionized crane operators such as loading or off-loading trucks, lifting air conditioners, etc.
9. OCPFA members will be fully apprised of the ramifications of drug and alcohol testing as required under the statutes governing the operation of cranes and certification of crane operators.
10. OCPFA members will be notified a minimum of thirty (30) days prior to testing. Testing shall be voluntary and shall be done in accordance with the Federal Department of Transportation testing for motor vehicle operators except there shall be no random testing in the Crane Operator Program.
11. Disputes regarding the application or interpretation of this Agreement shall be processed through the normal grievance process.

The intent of the Crane Operator Program is to provide the County of Orange with a value-added service of rapid plane removal or other emergency rescue work. Both parties agree to discuss, as needed, the merits of the Crane Operator Program and consider recommended changes to the Program.

APPENDIX B.2

MEDICAL OPERATIONS SKILLS MAINTENANCE AGREEMENT BETWEEN ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631 AND ORANGE COUNTY FIRE AUTHORITY

This Agreement is entered into between the Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) regarding the OCFA's paramedic program. This Agreement sets forth the additional working conditions for those personnel represented by the OCPFA who voluntarily accept the duties associated with the OCFA's paramedic program.

The OCFA and the OCPFA agree to implement a system-wide procedure to monitor, maintain, and enhance paramedic skills. This procedure is described in detail in Standard Operating Procedures OM 210.35. Procedures which identify critical paramedic skills, processes for monitoring those skills, and methods of ensuring that all licensed paramedics have the ability to perform the identified critical skills are outlined in OCFA Standard Operating Procedures OM 210.35. Incorporated into Standard Operating Procedures OM 210.35 are provisions that provide for:

- Voluntary rotations to achieve established performance thresholds
- Procedures for the Emergency Medical Services Battalion Chief to arrange for administrative assignments for paramedics who do not meet established critical skills thresholds
- Procedures for temporary suspension of sponsorship as an Orange County paramedic for failure to meet established thresholds
- Procedures for reinstatement of sponsorship as an Orange County paramedic
- Criteria for permanent revocation of sponsorship as an Orange County paramedic

It is recognized by both parties that all employees' rights afforded by the Firefighter Unit Memorandum of Understanding (MOU) between the parties and by State and Federal law are unabridged and in full force and effect.

Paramedics whose sponsorship is suspended or revoked will have the same due process rights as outlined in Article VIII of MOU regarding suspensions, reductions, and discharges.

This Agreement shall become effective upon publication and distribution of Standard Operating Procedures OM 210.35 to all fire stations within the OCFA and shall remain in effect until June 30, 2012, unless changed by mutual agreement between the parties.

APPENDIX B.3

POSITION VACANCY UNDERSTANDING BETWEEN ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631 AND ORANGE COUNTY FIRE AUTHORITY

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, Local 3631 (OCPFA) enter into this understanding concerning Firefighter Unit positions. The parties agree:

1. It is the OCFA's intent that Fire Authority management will have the ability to hold Firefighter Unit positions open/vacant based on operational needs and cost efficiency.
2. Starting with the effective date of this MOU and continuing until the pay period which includes the date which is exactly two years from Board approval of this MOU, the Fire Authority will hold 15 positions vacant within the classifications of Firefighter, Fire Apparatus Engineer, and Fire Captain.
3. Effective in the pay period which includes the date which is exactly two years from Board approval of this MOU, the Fire Authority will have the ability to reduce to 10 vacant positions within the classifications of Firefighter, Fire Apparatus Engineer, and Fire Captain.
4. Effective in the pay period which includes the date which is exactly three years from Board approval of this MOU, the Fire Authority will have the ability to reduce to 5 vacant positions within the classifications of Firefighter, Fire Apparatus Engineer, and Fire Captain.
5. Effective on the last day of this MOU, the Fire Authority will have the ability to reduce to zero vacant positions within the classifications of Firefighter, Fire Apparatus Engineer, and Fire Captain.
6. Vacancies will be filled through the backfill process in accordance with the applicable provisions within the current MOU.
7. Both parties recognize that there are mutual benefits of such a practice to hold positions open/vacant while achieving cost efficiency.

APPENDIX B.4

**EXTENSION OF VOLUNTARY CONSECUTIVE HOURS WORKED FROM 96 TO A
MAXIMUM OF 120 HOURS WORKED
BETWEEN
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631
AND
ORANGE COUNTY FIRE AUTHORITY**

Term of the Agreement: June 10, 2016 through November 30, 2016

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) hereby mutually enter into this agreement to extend the current maximum voluntary consecutive hours worked from 96 to 120 hours. Upon reaching 120 hours, employees must take at least 24 hours off duty before returning to work. The ability to force employees up to 72 hours remains in effect,

APPENDIX C - Salary Schedule

ORANGE COUNTY FIRE AUTHORITY - CLASSIFICATION SALARY TABLE

FIREFIGHTER

EFFECTIVE 9/2/2016

EE Class	Class Code	Class Title	Barg Unit	Grade	RS	Pay Type	STEPS											
							1	2	3	4	5	6	7	8	9	10	11	12
FF	5801	FIRE APPARATUS ENGINEER	FF	F2		Hourly	25.41	26.06	26.77	27.53	28.14	28.92	29.74	30.51	31.41	32.20	33.14	33.96
						Biweekly	2,845.92	2,918.72	2,998.24	3,083.36	3,151.68	3,239.04	3,330.88	3,417.12	3,517.92	3,606.40	3,711.68	3,803.52
						Monthly	6,166.16	6,323.88	6,496.19	6,680.61	6,828.64	7,017.92	7,216.91	7,403.76	7,622.16	7,813.87	8,041.97	8,240.96
						Annual	73,993.92	75,886.72	77,954.24	80,167.36	81,943.68	84,215.04	86,602.88	88,845.12	91,465.92	93,766.40	96,503.68	98,891.52
FF	5803	FIRE CAPTAIN	FF	F3		Hourly	29.49	30.23	31.08	32.01	32.85	33.76	34.61	35.60	36.52	37.54	38.69	39.76
						Biweekly	3,302.88	3,385.76	3,480.96	3,585.12	3,679.20	3,781.12	3,876.32	3,987.20	4,090.24	4,204.48	4,333.28	4,453.12
						Monthly	7,156.24	7,335.81	7,542.08	7,767.76	7,971.60	8,192.43	8,398.69	8,638.93	8,862.19	9,109.71	9,388.77	9,648.43
						Annual	85,874.88	88,029.76	90,504.96	93,213.12	95,659.20	98,304.12	100,784.32	103,667.20	106,346.24	109,316.48	112,665.28	115,781.12
FF	5825	FIRE PILOT	FF	F3		Hourly	29.49	30.23	31.08	32.01	32.85	33.76	34.61	35.60	36.52	37.54	38.69	39.76
						Biweekly	3,302.88	3,385.76	3,480.96	3,585.12	3,679.20	3,781.12	3,876.32	3,987.20	4,090.24	4,204.48	4,333.28	4,453.12
						Monthly	7,156.24	7,335.81	7,542.08	7,767.76	7,971.60	8,192.43	8,398.69	8,638.93	8,862.19	9,109.71	9,388.77	9,648.43
						Annual	85,874.88	88,029.76	90,504.96	93,213.12	95,659.20	98,304.12	100,784.32	103,667.20	106,346.24	109,316.48	112,665.28	115,781.12
FF	5800	FIREFIGHTER	FF	F1		Hourly	22.52	23.21	23.85	24.53	25.17	25.97	26.50	27.21	27.95	28.71	29.50	30.28
						Biweekly	2,522.24	2,599.52	2,671.20	2,747.36	2,819.04	2,908.64	2,988.00	3,071.52	3,130.40	3,215.52	3,304.00	3,391.36
						Monthly	5,664.85	5,832.29	5,987.60	6,135.26	6,275.20	6,408.96	6,536.80	6,669.60	6,782.56	6,966.96	7,158.67	7,347.95
						Annual	65,578.24	67,987.52	69,451.20	71,431.36	73,295.04	75,624.64	77,168.00	79,235.52	81,390.40	83,603.52	85,904.00	88,175.36
FS	5804	FIREFIGHTER TRAINEE	FF	FA		Hourly	27.87											
						Biweekly	2,229.60											
						Monthly	4,830.80											
						Annual	57,969.60											
FS	5830	HAND CREW FIREFIGHTER	FF	F4		Hourly	15.57	16.06	16.55	17.05	17.55	18.03	18.53	19.01	19.51	20.01	20.48	20.98
						Biweekly	1,245.60	1,284.80	1,324.00	1,364.00	1,404.00	1,442.40	1,482.40	1,520.80	1,560.80	1,600.80	1,638.40	1,678.40
						Monthly	2,988.80	2,783.73	2,868.67	2,955.33	3,042.00	3,125.20	3,211.87	3,295.07	3,381.73	3,468.40	3,549.87	3,636.53
						Annual	32,385.60	33,404.80	34,424.00	35,464.00	36,504.00	37,502.40	38,542.40	39,540.80	40,580.80	41,620.80	42,596.40	43,638.40
FS	5802	HEAVY FIRE EQUIPMENT OPERATOR	FF	F3		Hourly	41.29	42.32	43.51	44.81	45.99	47.26	48.45	49.84	51.13	52.56	54.17	55.66
						Biweekly	3,302.88	3,385.76	3,480.96	3,585.12	3,679.20	3,781.12	3,876.32	3,987.20	4,090.24	4,204.48	4,333.28	4,453.12
						Monthly	7,156.24	7,335.81	7,542.08	7,767.76	7,971.60	8,192.43	8,398.69	8,638.93	8,862.19	9,109.71	9,388.77	9,648.43
						Annual	85,874.88	88,029.76	90,504.96	93,213.12	95,659.20	98,304.12	100,784.32	103,667.20	106,346.24	109,316.48	112,665.28	115,781.12
FF	5828	LEAD FIRE PILOT	FF	F5		Hourly	33.91	34.99	36.06	37.14	38.21	39.28	40.35	41.42	42.50	43.57	44.64	45.72
						Biweekly	3,797.92	3,918.88	4,038.72	4,159.68	4,279.52	4,399.36	4,519.20	4,639.04	4,760.00	4,879.84	4,999.68	5,120.64
						Monthly	8,228.83	8,490.91	8,750.56	9,012.64	9,272.29	9,531.95	9,791.60	10,051.25	10,313.33	10,572.99	10,832.64	11,094.72
						Annual	98,745.92	101,890.88	105,006.72	108,151.68	111,267.52	114,383.36	117,499.20	120,615.04	123,760.00	126,875.84	129,991.68	133,136.64

APPENDIX D - Health Plan Agreement

- Appendix D.1 Health Plan Agreement
- Appendix D.2 Retiree Health Care Upon Separation from Employment with OCFA for Employees that Transitioned from Santa Ana

APPENDIX D.1

HEALTH PLAN AGREEMENT by and between The Orange County Fire Authority and

The Orange County Professional Firefighters Association, Local 3631

IN CONSIDERATION OF the mutual covenants, promises and conditions set forth herein below and pursuant to Article XIII, Section I, of the Parties' 2000-2014 Memorandum of Understanding (MOU), the Orange County Fire Authority ("Authority") and Orange County Professional Firefighters Association, Local 3631 ("OCPFA") agree as follows:

1. The term of this Agreement shall begin on January 1, 2010 and will terminate at 12:00 a.m. on December 31, 2016.

2. Employees' contributions, towards health plan premiums shall be determined by OCPFA, but shall not fall below the percentage of employee contributions in effect in 2008 for Kaiser coverage and Blue Cross coverage. For employees who are on approved Family Leave pursuant to the Parties' MOU and applicable law, the OCPFA shall continue to pay health insurance premiums to the same extent the Authority would be required under applicable law.

3. The Authority shall contribute to an OCPFA medical benefit trust fund the following amounts for provision and administration of health and related benefits:

- a. The Authority shall contribute toward health benefits (including medical, dental, vision, life and disability insurance benefits) \$1,279 per month effective January 1, 2011 for each actively employed enrollee member of the Firefighter Bargaining Unit, \$1,344 per month effective January 1, 2012 for each actively employed enrollee member of the Firefighter Bargaining Unit, \$1,466 per month effective January 1, 2013 for each actively employed enrollee member of the Firefighter Bargaining Unit, \$1,598 per month effective January 1, 2014 for each actively employed enrollee member of the Firefighter Bargaining Unit, \$1,742 per month effective January 1, 2015 for each actively employed enrollee member of the Firefighter Bargaining Unit and \$1,900 per month effective January 1, 2016 for each actively employed enrollee member of the Firefighter Bargaining Unit, for the term of this agreement.

4. OCPFA shall maintain a medical benefit trust fund for the sole purpose of providing health/dental/disability benefit plans, which may include medical prescriptions, vision care, life and/or disability insurance, ("Health Benefit Plans"), for employees and retirees in the Firefighters' Unit. Said medical benefit trust fund shall be administered by medical benefit trustee(s) designated by OCPFA. Funds in said medical benefit trust shall not be co-mingled with other OCPFA funds. It is intended that the administration of the Health Benefit Plans by the trust fund shall not survive the expiration of this Agreement without mutual written consent of the Parties.

5. The OCPFA agrees to return to OCFA the amount of \$2,000,000 from the medical benefit trust fund. The return of these funds shall occur in two increments as follows: \$500,000 within 10 days from July 1, 2011, and \$1,500,000 within 10 days from July 1, 2012.

6. Beginning with the calendar year ending December 31, 2009 and every year thereafter, OCPFA shall return any excess fund balance being held in the Trust (excluding the 1% Supplemental Benefit Investment Account) as of December 31 to OCFA. Excess fund balance shall be defined as any amount that exceeds four-times the total insurance premiums minus the

employee's share of the premium contribution paid for the month of December (per the OCPFA Premium Accounting for December 1) for the year just ended. Payment by OCPFA to OCFA of the excess fund balance shall occur within 30 days following completion of the annual audit conducted by OCFA's auditors of the OCPFA Medical Benefit Trust.

7. Health Benefit Plans provided through the medical benefit trust fund shall be made available by OCPFA to all employees in the representation unit and retirees of the representation unit on an equal basis regardless of membership status. Employees must sign a written authorization for deductions. Annual predetermined rate increases shall be automatically adjusted with the approval of OCPFA, without a requirement for new payroll deduction forms.

8. The level of benefits for each type of plan shall be substantially similar to those provided by the Authority for employees not in the Firefighters' Bargaining Unit during the 12 month period immediately preceding this Agreement.

9. Health Benefit Plans must receive prior approval from the Human Resources Director or the Deputy Fire Chief whose approval shall not be unreasonably withheld. Group policies must be designated as such in the California Insurance Code and issuance must be lawful in this state. Retirees who move out of the group plan area and, therefore, may not be eligible to participate in the group plans, may enroll in a qualified individual plan. Retirees in such individual plans are eligible for retiree medical grant funding under the same conditions as applied to group plan members, provided that they submit a valid proof of payment, i.e. payroll stub showing payroll deduction for insurance or a copy of an insurance invoice accompanied by the paid check used for payment.

10. All costs of providing and administering the Health Benefit Plans shall be the sole responsibility of OCPFA. The Authority shall not be responsible for any cost of providing or administering said plans in excess of the amounts specified in this Agreement. The use of OCFA contributions to cover the administrative costs of the program shall not exceed \$50,000 during calendar year 2009. Each calendar year thereafter, the maximum amount of administrative costs funded using OCFA contributions will be adjusted by the annual percentage change in the Medical Care Services CPI for all urban consumers as of November for the preceding year (i.e., the 2010 administrative fee will be adjusted by the annual change in CPI between November 2008 and November 2009). Administrative costs are defined as costs incurred as a result of administering said plans exclusive of premium payments. The Authority shall continue to take deductions from employees' pre-taxed earnings in accordance with Section 125 Plan of the Internal Revenue Code.

11. OCPFA will be responsible for ensuring that best investment practices shall be used in accordance with applicable laws and regulations when investing the Trust's funds.

12. OCPFA will be responsible for all accounting practices relating to the disbursement of all trust funds. Accounting practices will be in accordance with industry standards.

13. Upon completion of the annual audit, OCPFA shall provide the Authority with a copy of the annual audit within 30 days of the report's issuance. The annual audit report shall include actual cost of Health Benefit Plan premiums, total amount of contributed funds spent on all plans, and details of how all remaining contributed funds are spent or administered. As used in this Agreement, "remaining contributed funds" means any part of the Authority's contribution that has not been spent on health benefit premiums. All books and records related to the administration and provision of such plans shall be available to audit and/or inspection by the Authority or its agents upon request and a 30-day notice.

14. All regular, full-time, limited-term or part-time (at least twenty (20) hours per week) or probationary employees in classifications represented by OCPFA shall be eligible and offered an opportunity to enroll in the OCPFA plan options. No such employee shall be eligible for Authority-provided Health Benefit Plans.

15. Any employee who retires while in the OCPFA bargaining unit and who is otherwise eligible under the Authority's retiree medical benefit plan shall have coverage available from the OCPFA Health Benefit Plan. No such employee shall be eligible for Authority-provided Health Benefit Plans.

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

17. The waiting period for Health Benefit Plan coverage of new employees may not exceed sixty (60) days.

18. OCPFA may not terminate its Health Benefit Plans during the term of this Agreement. If OCPFA or health provider terminates Health Benefit Plan coverage, the Authority will terminate its contribution for the medical benefit trust fund 30 days prior to plan termination unless OCPFA provides a suitable replacement plan approved by the Human Resources Director or the Deputy Fire Chief whose approval shall not be unreasonably withheld.

19. Employees eligible for coverage under an OCPFA plan as a result of change of Authority representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves and their enrolled dependents. Employees eligible for coverage under an Authority health plan as a result of change of Authority representation unit shall be enrolled without regard to pre-existing conditions of illness or injury for plan benefits for themselves and their enrolled dependents.

20. In the administration and provision of health care plans, OCPFA shall comply with COBRA, HIPAA and all other applicable state and federal laws and regulations to the same extent the Authority would be required to comply.

21. OCPFA shall comply with all laws applicable to health and welfare benefit, and/or medical or similar benefit, trust funds and the administration and management thereof.

22. Any dividends paid, premiums refunded or other rebates or refunds made under any plan or policy shall be the property of the Authority; provided, however, that said funds will be transmitted to the OCPFA medical benefit trust fund for medical benefit trust fund purposes.

23. OCPFA shall take all steps necessary to ensure the confidentiality of Health Benefit Plan user information.

24. Plan eligibility shall terminate at the end of the calendar month in which any of the following occur:

- a. Employee terminates. However, this will not interfere with a former employee's right to continue insurance coverage at his/her option as provided for under law.
- b. Change of representation unit.
- c. Disenrollment of a dependent (for the dependent).

25. The provisions of the Agreement shall not be subject to the grievance and arbitration provisions of the Parties' separate Memorandum of Understanding.

26. Upon expiration or breach of this Agreement, the Authority shall have the right to unilaterally change the plans or assume or assign administration of the plans without meeting and conferring with OCPFA; provided however, that in the event that the Authority makes such a change, benefits provided under new plan(s) shall be substantially similar to the benefits provided under the existing plan(s).

27. OCPFA shall defend, indemnify and hold the Authority harmless from any claims or legal action arising out of, or in any way related to, Health Benefit Plans administered and/or provided pursuant to this Agreement. This obligation shall not arise with respect to any claim or legal action brought by OCPFA or employees concerning coverage overlap between the respective Authority and OCPFA plans.

28. This Agreement is the entire, integrated agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements and discussions. The Parties also agree that no modification of this Agreement shall be valid unless it is in writing and signed by all of the Parties to this Agreement.

29. This Agreement shall not be construed in favor or against any party, regardless of which party drafted or participated in the drafting of its terms.

ORANGE COUNTY FIRE AUTHORITY

By: Keith Richter
Keith Richter, Fire Chief
OCFA

Date: 5/6/11

APPROVED AS TO FORM:

TERRY C. ANDRUS
GENERAL COUNSEL
Terry C. Andrus

Date: 5/18/11

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

By: Joe Kerr
Joe Kerr, President
OCPFA

By: David Rose
David Rose, Director
OCPFA

Date: 4/20/11

APPENDIX D.2

**RETIREE HEALTH CARE UPON SEPARATION FROM EMPLOYMENT WITH OCFA
FOR EMPLOYEES THAT TRANSITIONED FROM THE SANTA ANA FIRE DEPARTMENT
AGREEMENT BETWEEN
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631
AND
ORANGE COUNTY FIRE AUTHORITY**

TERM OF AGREEMENT: DECEMBER 1, 2012 THROUGH APRIL 20, 2022

The Orange County Fire Authority (OCFA) and Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement which sets forth the eligibility for retiree health care benefits for employees that transitioned to the OCFA from the Santa Ana Fire Department on April 20, 2012.

1. Former Santa Ana Fire Department employees who retired from the California Public Employees' Retirement System (CALPERS) within 120 days of separation from the City of Santa Ana will not be eligible for retiree health benefits provided by the OCPFA Health Care Trust. Upon separation from OCFA, these retirees are eligible for retiree health benefits from a CALPERS administrated plan.
2. Former Santa Ana Fire Department employees who retire from California Public Employees Retirement System greater than 120 days from separation from the City of Santa Ana are not eligible for retiree health care benefits from a CALPERS administrated plan. Upon separation from OCFA these retirees will be eligible for retiree health benefits from a plan administered by the OCPFA Health Care Trust.
3. The Orange County Fire Authority will not incur any costs as a result of this agreement.
4. Retiree health benefits are defined as health, dental and vision insurance.
5. This agreement shall only apply to employees within the OCPFA bargaining group.

APPENDIX E - WEFIT Program

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

1. The WEFIT Program is mandatory/non-punitive. The OCFA shall provide all five (5) of the following aspects of the WEFIT Program:
 - Medical
 - Fitness
 - Medical /Fitness/Injury Rehabilitation
 - Behavioral Health
 - Data Collection and Reporting

No disciplinary action will be imposed on an employee solely based on his/her participation or non-participation in any portion of the WEFIT Program.

2. The employee retains the option of having any portion of the physical examination provided by the OCFA's medical provider, or by a physician of the employee's choice at the employee's expense. The employee's physician can provide such results directly to the OCFA's medical provider. Both parties agree to take positive steps to promote the WEFIT program and encourage employee participation in the physical examination and fitness testing process. However, the employee retains the option to not participate.
3. Employees will be scheduled for the physical examinations and fitness tests during work time, for which they will be compensated. Should circumstances arise which require the employee to be scheduled or rescheduled during off work time, employees will be compensated for the time spent participating in the physical examination and fitness testing process.
4. Medical information collected during the physical examination and fitness testing process will be confidential. OCFA's medical provider will retain medical records and the examining physician will only share the specific details of the examination results with the employee. Aggregate physical examination and fitness testing data will be provided to the OCFA and OCPFA in accordance with the WEFIT initiative.
5. The fitness for duty standards applied to employees will remain unchanged. The OCFA may require medical and fitness for duty evaluations when there is sufficient cause for said evaluations. (i.e., returning to duty after medical or injury absence.)
6. The WEFIT program includes an on-duty exercise program. Participation in the on-duty exercise program is encouraged and both parties agree to take positive steps to promote the fitness program and encourage employee participation. However, the employee retains the option to not participate. No discipline will be initiated against an employee for not participating in the program.

7. Immunization records will be kept in confidence by the OCFA Occupational Health Nurse and forwarded to the employee's medical files at UCI/Center for Occupational and Environmental Health. The OCFA Occupational Health Nurse will keep and maintain these records in accordance with all applicable local, state, and federal laws, including the Health Insurance Portability and Accountability Act of 1969 (HIPPA). Access to the immunization records stored by OCFA will be restricted to only the Occupational Health Nurse and will not be released without a written consent from the employee. The employee shall have access to and receive a copy of their records upon request. The sole purpose of keeping and maintaining these records is to ensure that all applicable vaccinations and screening records are kept current for those persons participating in this program.
8. Results from blood titers for Hepatitis B will be sent directly to the employee and the OCFA Occupational Health Nurse who is the coordinator of the WEFIT Immunization Program. The blood titers are for purposes of determining levels of antibodies so that a determination can be made on whether the vaccine(s) are necessary. The Hepatitis C screening results will be sent directly to the employee and UCI/Center for Occupational & Environmental Health and not sent to the OCFA Occupational Health Nurse/Immunization Coordinator.
9. An eight (8) member WEFIT Oversight Committee, co-chaired by the OCFA and the OCPFA, will oversee the WEFIT program. Each co-chair shall choose two (2) voting members and one (1) alternate. The additional members of the committee will be nonvoting-members, and will consist of one (1) representative from each of the following groups: Chief Officers Association (COA), and the Orange County Employees Association (OCEA).

The respective chairpersons shall have veto power over any issue that comes before the committee. Issues that are vetoed by a chairperson shall then be moved to the traditional arena of labor/management relations.

APPENDIX F – OCFA Supplemental Retiree Medical Plan

1. Upon presentation to the OCFA by the OCPFA of a written plan document consistent with the terms of this provision, the OCFA will deduct from all regular, limited-term, ~~part time (at least twenty [20] hours per week)~~, and probationary employees one (1) percent of their base salary to be deposited into an OCPFA Supplemental Retiree Medical Plan (Plan) trust fund which will serve as a supplement to the OCFA's Retiree Medical Insurance Grant Program. The trust will be identified as the OCPFA Supplemental Retiree Medical Plan and will be separate and apart from the OCFA's Retiree Medical Insurance Grant Program and will be for the sole purpose set forth in paragraphs 2. and 3.
2. The OCPFA will provide a Plan benefit for: (a) all members of the Firefighters Unit and, (b) all members leaving the Firefighter Unit who remain employed elsewhere by the OCFA and who sign authorization statements permitting deductions of one percent (1%) of their base salary to be used for that purpose. Members of the Firefighter Unit consist of employees in those positions set forth in Appendix A of this MOU and any position subsequently added to the Unit.
3. The Plan shall be used solely for the purpose of reducing the cost of OCPFA provided health insurance to members of the Unit who retire on or after April 1, 2002. The Plan shall be used to reduce the cost for members of the Firefighters Unit who retire on or after April 1, 2002 or for other individuals eligible to participate in the Plan of either (a) OCPFA-provided health insurance or (b) other health insurance acceptable to the Authority; the Plan shall not be used to reduce the cost of non-health benefits, including but not limited to life insurance.
4. The Plan, the amount of the benefit provided thereunder, and all costs of providing and administering such Plan shall be the sole responsibility of the OCPFA. Except for the obligation to transmit funds to the Plan trust, the OCFA shall not be responsible for any other matter related to the Plan including any cost of providing or administering said Plan. In the administration of this Plan, the OCPFA shall be responsible for coordinating the benefit provided herein with the Orange County Employees Retirement System to ensure that the benefit is not paid in cash to the retiree.
5. The OCPFA shall provide the OCFA with a copy of an annual audit of administering the Plan. The annual audit report shall include actual cost of the Plan, expenditures, and details of how all funds are administered. All books and records related to the administration and provision of such Plan shall be available for audit and/or inspection by the OCFA or its agents upon request and a thirty- (30) day notice.
6. The OCPFA represents that it is or has created an Internal Revenue Code Section 501(c)(5) and/or (9) entity, and that it has created a Voluntary Employees Beneficiary Association within the meaning of the Internal Revenue Code such that the one (1) percent of base salary may be treated as non-taxable compensation. The OCFA is relies on the representation of the OCPFA and on the OCPFA's compliance with all laws and regulations relating to the provision of the benefits provided herein on a pre-tax basis.
7. The OCPFA shall defend, indemnify, and hold the OCFA harmless from any claims, costs, or legal action arising out of or in any way related to the Plan administered

and/or provided herein. The OCFA shall have the right to select counsel for any defense hereunder. Claims, costs, or legal action shall include, but not be limited to, fees, penalties, and damages claimed by employees, retirees, or government agencies.

8. Any dividends paid, premiums refunded, or other rebates or refunds made under any plan or policy shall be the property of the OCFA; provided, however, that said funds will be transmitted to the OCPFA for the Plan trust fund purposes.
9. The provisions of this Appendix shall not be subject to the grievance and arbitration provisions of this MOU.
10. The one (1) percent of base salary used to fund the benefit herein shall be considered as part of the base salary for purposes of determining "Total Compensation" pursuant to Article XXVII of the MOU.
11. This Appendix shall terminate upon the occurrence of any of the following events: (a) written request by the OCPFA, (b) dissolution of the trust fund, or (c) cessation of trust fund benefits.

<p style="text-align: center;">APPENDIX G Canine Disaster Search Specialist Program Agreement</p>

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement on the subject of a Canine Disaster Search Specialist (CDSS) Program as follows:

1. Participation: Participation in the CDSS Program will be opened to employees in the Firefighter Unit, represented by the OCPFA. Participation in the CDSS Program by an employee in the Firefighter Unit is entirely voluntary. The OCFA retains the right to establish minimum performance standards in consultation with the OCPFA.
2. Selection: Selection of Canine Disaster Search Specialists will be made by the National Disaster Search Dog Foundation following its established process.
3. Ownership of Canine/Responsibility and Care: Ownership of the canine will rest with the National Disaster Search Dog Foundation (SDF). The SDF will provide the canine at no cost to the CDSS. The SDF will provide initial training at its facilities with the OCFA to cover overtime, backfill, per diem, and travel expenses. The CDSS has the responsibility for feeding, grooming, handling, and training of the canine. The OCFA will provide for a veterinary pet insurance policy and pay any deductible to cover routine veterinary care including inoculations, flea shots, rabies vaccinations, and other ordinary expenses related to the care of the canine.

The OCFA may assume responsibility for paying additional veterinary expenses not covered by the pet insurance policy, but only in the case of injury or illness to the canine that occurred while the canine was providing services for the CDSS Program.

4. Compensation for Incident-Related Activities: Participants in the CDSS Program will be compensated for all incident-related activities at the shift hourly rate in accordance with Article I, Section 4.D of the Firefighter Unit Memorandum of Understanding.
5. Compensation for Training: Each CDSS will receive up to a maximum of eight (8) hours of training per pay period for documented-routine training. Required training such as participation in certification testing will be compensated in addition to the eight (8) hours of routine training with approval of the US&R Program Manager and in accordance with existing OCFA policy.
6. Use of Personal Vehicle: Participants may use their private vehicles for training purposes in the CDSS Program and for transportation of canines. Personal vehicle use and mileage reimbursement will be in accordance with the OCFA's policy for mileage reimbursement (SOP AM 106.03).
7. CDSS Program Training and Response Guidelines: A committee consisting of CATF-5 search personnel and Canine Disaster Search Specialist(s) will recommend training, participation, performance, and response criteria guidelines for the CDSS Program within ninety (90) days of completion of basic canine training.
8. Length of Participation in Program: Employees selected to participate in the CDSS Program will be allowed to participate as long as training requirements, performance standards, and certification timelines are met.

9. Authorized Work: Participants in the CDSS Program will perform CDSS work for the OCFA and be an available asset for the Office of Emergency Services, Federal Emergency Management Agency, and any other public agency that the Battalion Chief/Program Manager authorizes.
10. The CDSS Program will be funded through the US&R Cooperative Agreements and will be terminated if and when funding from the federal government ends. The CDSS Program may also be terminated at the discretion of either party upon giving thirty (30) days written notice.
11. Compensation for Care of Canine: Employees who are assigned to CDSS position are entitled to compensation for the off-duty hours spent caring, grooming, feeding and training their canine and maintaining their canine. The parties acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for off-duty canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of such duties.

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

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

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

<p style="text-align: center;"><u>APPENDIX H</u> <u>Standard Operating Procedures and General Orders Incorporated to the MOU</u></p>
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There shall be no changes to the following Standard Operating Procedures and General Order during the term of the MOU without mutual agreement.

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

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

** Note:

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

APPENDIX I - Air Operations

The following Side Letters were previously agreed to and each relate to the Air Operations Program, and therefore, are incorporated to this MOU collectively as Appendix I:

- Appendix I.1 Air Rescue Operations Program Agreement
- Appendix I.2 Relief Crew Chiefs/Helicopter Program Agreement
- Appendix I.3 Firefighter/Paramedic Helicopter Rescuer Selection Agreement

APPENDIX I.1

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

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement which sets forth the additional working conditions for those personnel represented by the OCPFA who voluntarily accept the duties associated with the Air Rescue Operations Program. These working conditions will be as follows:

1. Air rescue duties include, but are not limited to, heli-rappeling, heli-stepping, short-hauling, mechanical rescue-hoist, and water rescue.
2. The parties recognize the need to continually evaluate the rescue procedures used, if, in the judgment of either party, there is a need to change the duties or training criteria used in the Air Rescue Operations Program, the parties agree to meet and confer on the proposed changes, notwithstanding the provisions of Article XXII of the firefighter Unit Memorandum of Understanding (MOU).
3. Those personnel assigned to the urban search and rescue trucks (trucks 6, 9, 34, and 61) wishing to participate in the Air Rescue Operations Program shall receive the necessary training to assure proficiency in air rescue procedures and shall maintain and demonstrate proficiency on a regular basis.
4. Personnel who have not received or maintained the necessary training shall not accept air rescue missions.
5. Personnel who do not wish to participate in air rescue operations shall not be ordered to participate in the Air Rescue Operations Program.
6. For safety reasons, those personnel who have received the necessary training shall have the right to refuse an air rescue mission without repercussion when temporarily physically, mentally, or emotionally unable to meet the rigors of the program.
7. Nothing in this Agreement shall require the OCPFA or its members to continue to provide air rescue service beyond the date set forth above.
8. Disputes regarding this Agreement shall be subject to the grievance procedures outlined in the MOU and shall be referable to arbitration if not resolved at Step 2 of the grievance procedures outlined in the MOU.

APPENDIX I.2

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

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this Agreement which sets forth the criteria and methodology for the selection of Crew Chiefs and Relief Crew Chiefs for the OCFA's Helicopter Program (OCFA Air Operations). The criteria and methodology shall be as follows:

1. The OCFA will select employees from the Firefighter Unit to perform in the capacity of Relief Crew Chiefs in order to have enough personnel available to adequately staff helicopter flights.
2. The OCFA shall maintain the right to determine the appropriate number of Relief Crew Chiefs at any one time.
3. Training provided to Relief Crew Chiefs will be the same as that provided to the regular Crew Chiefs.
4. Current Fire Captains with at least three (3) years experience as a Fire Captain will be eligible to apply for the position of Relief Crew Chief.
5. Minimum training prerequisites for candidates are successful completion of Rescue Systems 1, Swiftwater Rescue, and Intermediate Fire Behavior (S-290).
6. The Special Operations Battalion Chief will coordinate an oral interview process for the purpose of selection of candidates with the concurrence of the Chief of Operations.
7. When a regular status Crew Chief vacancy occurs, the OCFA will offer the position to the Relief Crew Chief with the most total seniority with the OCFA with a valid transfer request on file. In the event there are no transfer requests on file, vacancies for regular status Crew Chiefs will be filled utilizing the same selection process as outlined for Relief Crew Chiefs.

APPENDIX I.3

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

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

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

<p style="text-align: center;">APPENDIX J Heavy Fire Equipment Operator (HFEQ) Apprenticeship Program Agreement</p>

HEAVY FIRE EQUIPMENT OPERATOR (HFEQ) APPRENTICESHIP PROGRAM AGREEMENT

BETWEEN

ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 3631

AND

ORANGE COUNTY FIRE AUTHORITY

The Orange County Fire Authority (OCFA) and the Orange County Professional Firefighters Association, IAFF Local 3631 (OCPFA) enter into this agreement on the subject of the Heavy Fire Equipment Operator Apprenticeship (HFEQA) Program as follows:

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





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

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

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

Orange County Fire Authority

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

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



Orange County Fire Authority
AGENDA STAFF REPORT

Board of Directors Meeting
September 1, 2016

Agenda Item No. 5B
Discussion Calendar

Approval of Memorandum of Understanding – Language Amendments
Chief Officers Association

Contact(s) for Further Information

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Summary

This item is submitted for approval of non-economic language amendments to the existing Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Chief Officers Association (COA).

Prior Board/Committee Action

Not Applicable.

RECOMMENDED ACTION(S)

Approve the proposed non-economic language amendments to the existing Memorandum of Understanding between the Orange County Fire Authority and the Chief Officers Association.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Not Applicable.

Background

The OCFA and COA recently completed negotiation of economic terms resulting in a new MOU that was approved by the Board of Directors in June 2016, with a term of July 1, 2016, to June 30, 2020. Prior to approving the MOU, the Board authorized its negotiating team to pursue an initial MOU with COA to address economic terms, and then to begin a second round of negotiations with COA to address clean-up changes to the MOU language. We are pleased to report that we achieved agreement on non-economic language changes with COA, and formal ratification by COA members was completed on August 23, 2016.

Attachment(s)

Proposed redlined version of Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Chief Officers Association (The attachment has been posted on OCFA's website in compliance with the Board's seven day posting requirement for labor documents and is also on file in the Office of the Clerk.)

Amended Effective September 1, 2016

**MEMORANDUM OF UNDERSTANDING
RELATING TO EMPLOYEES IN THE FIRE MANAGEMENT REPRESENTATION
UNIT**

2016–2020

ORANGE COUNTY FIRE AUTHORITY

AND

ORANGE COUNTY FIRE AUTHORITY CHIEF OFFICERS ASSOCIATION

FOR THE

FIRE MANAGEMENT UNIT

This Memorandum of Understanding sets forth the terms of agreement reached between the Orange County Fire Authority and the Orange County Fire Authority Chief Officers Association, as the Exclusively Recognized Employee Organization for the Fire Management Unit for the period beginning July 1, 2016, through June 30, 2020. Unless otherwise indicated herein, all provisions shall become effective July 1, 2016.

IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation that was officially ratified by majority vote of the members of the Orange County Fire Authority Chief Officers Association (OCFACOA) and the Orange County Fire Authority Board of Directors ~~on June 23, 2016.~~

~~The parties agree that upon approval of this MOU, the parties will commence negotiations on the provisions not modified in this MOU.~~

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DEFINITIONS

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

ASSOCIATION shall mean the Orange County Fire Authority Chief Officers Association (OCFACOA).

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

BASE RATE OF PAY shall mean an employee's hourly rate of pay as determined by where they are in the employee's range.

BOARD shall mean Board of Directors of the Authority.

BOARD OF RETIREMENT shall mean the Board of Retirement of the Orange County Employees Retirement System (OCERS).

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

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

DEPARTMENT shall mean a Department within the Authority such as Business Services, Operations, Fire Prevention, and Support Services.

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

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

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

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

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

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

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

FIRE MANAGEMENT UNIT shall mean positions designated under the Fire Management Unit as specified in Appendix A.

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

FLSA – shall mean the Fair Labor Standards Act.

FLSA Work Period – shall mean the 14 day period for staff employees (which overlaps the pay period) as described by the FLSA for fire protection employees and the 24 day period for shift employees used to determine the period used to measure hours worked by the Fire Authority in the applicable 48/96 work schedule. Although employees in this unit are overtime exempt under FLSA, the Authority still uses a work period per Section 7(k) of the FLSA in calculating their hours worked.

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

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

LIGHT DUTY ASSIGNMENT ~~shall mean temporary modified (light duty) assignment as defined in SOP AM 103.01B.~~ shall mean an assignment of duties, not normally performed by an employee's classification, but necessitated by the employee's injury or illness.

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

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

MOU shall mean Memorandum of Understanding.

OCFA shall mean the Orange County Fire Authority.

OCFACOA shall mean the Orange County Fire Authority Chief Officers Association.

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

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

PERSONAL EMERGENCY shall mean an unforeseen event or circumstance of a serious nature, which ~~that~~ is beyond an employee's control and which~~that~~ necessitates the

employee's absence from Authority duty. ~~This includes, but is ,including but~~ not limited to, those events and circumstances requiring the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of his/her household.

PRACTICABLE means economically feasible or reasonably able to accomplish.

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

PROMOTION shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class where the maximum ~~rate-step~~ on the new salary range is at least ~~two and seventy five hundredths (2.75) percent~~ higher than the maximum rate of the old salary range.

RATING YEAR shall mean that time period considered in the preparation of annual performance evaluations under the Annual Merit Review Program. ~~The time period will normally be September 1 through August 31.~~

~~**REASSIGNMENT** shall mean the movement of a regular, limited term, or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum rate on the new salary range is less than two and seventy five hundredths (2.75) percent higher or lower than the maximum rate of the old salary range.~~

~~**RECRUITING RATE** shall be the minimum rate of the salary range allocated to a class, unless otherwise authorized by the Board or the Human Resources Director.~~

REDUCTION shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class where the maximum ~~rate-step~~ of the new salary range is ~~at least two and seventy five hundredths (2.75) percent~~ lower than the maximum rate of the old salary range.

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

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

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

~~**REINSTATED EMPLOYEE** shall mean an employee who is reinstated by the Authority in accordance with the LAYOFF PROCEDURE.~~

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

SERVICE for the purpose of determining benefits under the Retiree Medical Insurance Grant shall mean service for the Authority and shall include service for the County of Orange, if the employee/retiree transitioned directly from County employment to Authority employment ~~no later than September 1, 1995~~, and has been continuously employed by the

Authority from March 1, 1995, until retirement. ~~When the word SERVICE is printed in all uppercase letters, it refers to this definition.~~

SHIFT EMPLOYEE shall mean an employee ~~normally~~ assigned to a fifty-six (56) hour average duty work week as a Fire Battalion Chief. For such employees, their regular shift is 24 hours.

SOP shall mean Standard Operating Procedure.

STAFF EMPLOYEE shall mean an employee normally assigned to an ~~fortyeighty~~ (480) hour work ~~week period~~ as a Fire Battalion Chief under a staff assignment.

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

ARTICLE I

WORK HOURS, OVERTIME, AND PREMIUM PAY

Section 1. Work Hours

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

- ~~1. The official workweek for full-time employees assigned to shift positions shall be fifty-six (56) hours average duty per week based on a three (3) platoon schedule. A part-time employee assigned to a shift position shall work less than a regular full-time shift schedule.~~
- ~~2. The official work period for full-time employees assigned to staff positions and full-time Fire Division Chiefs shall start on a Friday and end on the second Thursday thereafter. Staff employees and Fire Division Chiefs are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The Fire Chief shall regulate said work periods based on the needs of the Authority with due regard to maintaining reasonable and equitable work periods for all employees.~~
- ~~3. The official workweek for a part-time employee (staff or Fire Division Chief) shall be less than a full-time employee. The official work period shall start on a Friday and end on the second Thursday thereafter.~~

1. Battalion Chiefs Assigned to Shift Duty Work

Battalion Chiefs assigned to shift duty work (the 56 hour average workweek) shall be based on a three (3) platoon schedule. The work period is a twenty-four (24) day FLSA work period in accordance with Section 7(k) of the FLSA. Notwithstanding the FLSA work period, all employees in this unit qualify as exempt from overtime as provided by the FLSA. Any overtime provided in this MOU is per this MOU, not the FLSA.

2. Employees Not Assigned to the 56 Hour Average Workweek – Staff Employees

The workweek for employees (Battalion Chiefs and Division Chiefs) who are not assigned to the average of 56 hour workweek shall be 40 hours per week. The work period for such employees shall be fourteen (14) calendar days in accordance with Section 7(k) of the FLSA. These employees shall be entitled to two (2) regularly scheduled consecutive calendar days off. The FLSA work period shall run concurrently with the pay period.

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

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

All employees assigned to the average of a 56 hour workweek are assigned to the 48/96 work schedule – two shifts on followed by four shifts off. If the shift schedule for particular calendar year shows that the same shift would be scheduled to work on December 24 and 25th, the Association will advise the Authority how it wants the shifts changed prior to printing of the shift calendar for that year which typically occurs in November. The change will be accommodated as long as shifts being changed are in the same 24-day FLSA work period, do not cause one shift to work three shifts in a row and do not go into the next calendar year.

C. 9/80 or 4/10 Work Schedules for Employees Assigned to Staff Positions

1. Based on operational needs, the Authority shall determine which staff positions are eligible to work a 4/10 work schedule. Otherwise the work schedule shall be a 9/80 work schedule.
2. If a position is eligible to work a 4/10 work schedule, the employee occupying the position will be given the option to select the 4/10 work schedule or remain on his/her current 9/80 work schedule.
3. Both parties agree that the Authority retains the right to terminate the 4/10 work schedule at any time based on operational needs. If that occurs, the employee will begin working a 9/80 work schedule.
4. Both parties agree that the Authority retains the right to selectively terminate an employee's 4/10 work schedule, if the Authority determines employee is not performing to expected standards and a 9/80 work schedule is warranted.

D. Work Schedule While Attending Training

1. Shift employees who attend approved training within Orange County, or within reasonable travel distance of Orange County, on their normal duty day, shall receive their normal pay. They are expected to return to their duty station after class or arrange for time off, in advance, through normal procedure. The Authority will backfill for the employee for the period of training plus reasonable travel time. The Authority will make reasonable effort to release an employee who wishes to use his/her own compensated time off rather than return to duty.
2. Shift employees who attend approved training within Orange County, or within reasonable travel distance of Orange County, on their assigned off-duty day, shall be compensated for actual classroom time.
3. Staff employees attending approved training shall be considered on-duty and will be compensated at one and one-half (1.5) times the employee's base hourly rate for any time worked in excess of their normal duty hours.
4. When an employee is attending approved training that is not within Orange County, or within a reasonable travel distance of Orange County for a period of time consisting of four (4) or less consecutive calendar days, the employee's normally assigned fifty-six (56) hour shift shall remain the same. On employee's assigned off-duty day, they shall be compensated for actual class time plus reasonable travel time.

5. When an employee is attending approved training that is not within Orange County, or within reasonable travel distance of Orange County for a period of time consisting of five (5) or more consecutive calendar days, the employee will be reassigned to a forty (40) hour workweek for the duration of the training. The Authority shall ensure that there is no loss of hours or compensation from the employee's normal salary due to the change from a fifty-six (56) hour average duty week to a forty (40) hour workweek.
6. Employees will be granted mileage reimbursement for either in-county or out-of-county training, as per the Authority's mileage reimbursement policy, when an Authority vehicle is not available. When applicable, the cost of air travel to the same location will determine the amount to be reimbursed (instead of mileage) at the discretion of the Authority.

Section 2. Treatment of Salary and Benefits for Employees Assigned to Staff Positions and Fire Division Chiefs

- A. ~~Full-time~~ Employees assigned to staff positions and ~~full-time~~ Fire Division Chiefs shall receive compensation at a biweekly rate within the range assigned to the class in which they are employed for each full pay period worked ~~as determined by Section 1.A.2. of this Article~~. Computation for salary, vacation, sick leave, specialty pay, and retirement benefits shall be based upon eighty (80) hours per 14-day FLSA work period. Compensation for workpay periods in which ~~full-time~~ employees are not on pay status for the full schedule ~~determined pursuant to Section 1.A.2. of this Article and for part-time employees shall be based on a prorated salary basis.~~

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

- A. ~~For purposes of salary and benefits, the normal biweekly work period shall be as set forth in Section 1.A.1. of this Article, unless established otherwise by the Authority. The official work period shall start on Friday and end on the second Thursday thereafter. Scheduling shall be determined by the Authority.~~
- B. ~~A full-time shift employee shall receive compensation at a biweekly rate within the range assigned to the class in which he/she is employed for each full pay period worked as determined by Section 1.A.1. of this Article. Computations for salary, vacation, sick leave, specialty pay, and retirement benefits shall be based upon one hundred twelve (112) hours per work period. Compensation for pay periods in which full time employees are not on pay status for the full schedule determined pursuant to Section 1.A.1. of this Article and for part-time employees shall be based on a prorated salary basis.~~
- A. A Battalion Chief assigned to a shift duty week shall be compensated at the equivalent of an average fifty-six (56) hour duty week for all salary and benefits described within this MOU. Computations for salary, vacation, sick leave, premium pay, overtime pay, retirement benefits, and specialty pay shall be based upon the average weekly hours of fifty-six (56) hours per week.
- B. During major emergencies, all activities related to the emergency are considered to be suppression assignments for both shift employees and forty (40) hour workweek employees, except that duties performed by forty (40)

hour workweek personnel during their regularly assigned hours will be compensated at the employee's regular hourly rate.

Section 4. Overtime

A. ~~Notification of Employees—If, in the judgment of the Authority, work beyond the normal workday, workweek, or work period is required, the Authority shall notify any employee who may be asked or required to perform such overtime of the apparent need for such overtime whenever practicable prior to when the overtime is expected to begin. Employees in this unit can be required to work overtime. Every effort will be made to provide advance notice when possible.~~

B. Payment for Overtime

1. Overtime for staff employees assigned to a forty (40) hour workweek (who are subject to the 14-day FLSA work period) shall be compensated at time and one half (1.5). Shift employees assigned to a fifty-six (56) hour average duty week (who are subject to the 24-day FLSA work period) shall be compensated at the fifty-six (56) hour average duty week equivalent. All the overtime is paid in accordance with this MOU, not the FLSA as these employees qualify as exempt from overtime per the FLSA.
2. For Shift Battalion Chiefs, fringe benefits, merit eligibility dates, and probation periods shall be calculated on the basis of a fifty-six (56) hour average duty week. Overtime outside the basic fifty-six (56) hour average duty week shall not be used to earn benefits or to count toward probation or merit increase periods.
3. When a shift Battalion Chief is assigned on his/her scheduled day off to work a non-shift overtime assignment, the overtime rate for that non-shift overtime assignment shall be as provided for forty (40) hour workweek employees. Such overtime shall not be used to earn benefits or to count toward probation or merit increase periods.

~~B. Payment for Overtime~~

- ~~1. Overtime for shift employees shall be compensated at one and five tenths (1.5) times the employee's base hourly rate.~~
- ~~2. Unless waived by the parties, employees' work schedules shall not be changed during the workweek in progress when the purpose of such change is to avoid overtime.~~
- ~~3. When a shift employee is assigned on his/her scheduled time off to work on a task or assignment not associated with an ongoing emergency incident, nor expected to be immediately available for emergency response, the hours worked shall be multiplied by the conversion rate of one and four tenths (1.4). Such employee shall receive overtime compensation calculated at the converted hours times one and five tenths (1.5) times the employee's base hourly rate. Such overtime shall not be used to earn fringe benefits or to count toward probation periods.~~

~~4. When a staff employee is assigned on his/her scheduled time off to work field battalion coverage or a task or assignment associated with an ongoing emergency incident or incident preparation, the hours worked shall be divided by the conversion rate of one and four-tenths (1.4). Such employee shall receive overtime compensation calculated at the converted hours times one and five-tenths (1.5) times the employee's base hourly rate. All Staff Battalion Chiefs when working overtime and performing their regular staff assignment duties as part of an incident, shall be compensated at one and one half (1.5) times their staff hourly base rate and are not subject to the suppression overtime conversion, unless assigned to perform duties outside the scope of their regular staff assignment. Such overtime shall not be used to earn fringe benefits or to count toward probation periods. (12/02/10)~~

~~C. Employees assigned to an eighty (80) hour work period shall not be compensated for overtime, except as provided in Section 4.B.4. of this Article and the agreement titled EMPLOYEE WORK SCHEDULE WHILE ATTENDING TRAINING AGREEMENT (Appendix B). (09/28/06)~~

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

A. On-Call Pay

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

B. Call-Back Pay

1. When a shift employee returns to work because of an Authority request made after the employee has completed his/her normal work shift and left the work station, the employee shall be paid a minimum of five and six-tenths (5.6) hours plus any hours of work in excess of five and six-tenths (5.6) hours in which the employee continuously engaged in work for which he/she was called back.

2. When a staff Battalion Chief or Fire Division Chief returns to work because of an Authority request made after the employee has completed his/her normal work shift and left the work station, the employee shall be paid a minimum of four (4) hours plus any hours of work in excess of four (4) hours in which the employee is continuously engaged in work for which he/she was called back.
3. When a shift employee returns to work as provided above, and such return occurs two (2) hours or less before the established starting time of the employee's next shift, he/she shall be compensated for two and eight-tenths (2.8) hours.
4. When a staff employee returns to work as provided above, and such return occurs two (2) hours or less before the established starting time of the employee's next shift, he/she shall be compensated for two (2) hours.
5. Call-back for staff employees shall be paid at time and one half, except that call-back to perform suppression activities shall be paid at the 56 hour rate – the employee's staff rate divided by 1.4.
- ~~1. When a shift employee returns to work because of an Authority request made after the employee has completed his/her normal work shift and left the work station, the employee shall be paid four (4) hours of call-back pay multiplied by the conversion rate of one and four-tenths (1.4). When such employee continuously engages in call-back work beyond the first four (4) hours, the employee shall be paid for such hours worked multiplied by the conversion rate of one and four-tenths (1.4).~~
- ~~2. When a staff employee or Fire Division Chief returns to work because of an Authority request made after the employee has completed his/her normal workday and left the work station, the employee shall be paid four (4) hours work plus any hours of work in excess of four (4) hours in which the employee continuously engages in work for which he/she was called back.~~
- ~~3. When an employee returns to work as provided above and such return occurs two (2) hours or less before the established starting time of the employee's next work shift or workday, a shift employee shall be compensated for two and eight-tenths (2.8) hours; a staff employee or Fire Division Chief shall be compensated for two (2) hours.~~
- ~~4. Call back shall be paid at the employee's base hourly rate.~~
- ~~5. There shall not be any duplication or pyramiding of rates paid under this Section.~~

Section 6. Rest Period from Out-of-County Assignment ~~(12/02/10)~~

- A. An employee traveling greater than eight (8) hours on a return trip from an out-of-county assignment, and scheduled to work that same day, will not be required to work the remainder of the shift, to allow for an appropriate rest period before returning to his/her next assigned shift. The employee shall be compensated for the remainder of the shift. ~~(12/02/10)~~

Section 7 Flex Time

A. Division Chiefs and Staff Fire Battalion Chiefs

These employees will accumulate flex time for additional hours worked in the performance of normal work assignments (attending meetings, teaching after normal business hours or attending to OCFA business on days not normal scheduled to work. These additional work hours shall be compensated in Flex Hours at 1.5 times the hours worked. There is no limit on the amount of flex hours that can be accumulated. These hours can be used at the employee's discretion for time off. Flex hours have no cash value and cannot be cashed out at any time, including at separation. This provision is not applicable to hours worked in a suppression capacity, during emergency incidents, or during the employee's lunch hour.

B. Shift Fire Battalion Chiefs

For these employees, when working outside of their regular shift on non-suppression hours (attending meetings or for OCFA business on days not normally scheduled to work) they may elect to receive non-suppression overtime pay or flex time hours. The overtime will be paid at time and one half or the flex time hours will be calculated at two times the number of hours worked. If flex time is requested, there shall be no limit on the amount of hours accumulated. These hours can be used at the employee's discretion for time off. Flex hours have no cash value and cannot be cashed out at any time, including at separation. This provision is not applicable to hours worked in a suppression capacity or during emergency incidents.

C. Flex time accumulation and use will be documented on each employee's time slip or in the OCFA Staffing System and subject to the approval of the employee's supervisor.

ARTICLE II

PAY PRACTICES

Section 1. Compensation for Employees

- A. ~~Employees Full-time employees~~ shall receive compensation on a salary basis at ~~the a~~-biweekly rate ~~for within~~ the range ~~and step~~ assigned to the class in which they are employed ~~per Appendix C. for each scheduled full pay period worked as determined by Article I, Sections 1.A.1. and 1.A.2.~~ Compensation ~~for pay periods in which full time employees did not work the full schedule determined pursuant to Article I, Sections 1.A.1. and 1.A.2., shall be paid on a prorated salary basis. Compensation for part time staff employees and part-time Fire Division Chiefs shall be based on an hourly rate equal to one-eightieth (1/80) of the biweekly rate and shall not exceed eighty (80) hours in a pay period. Compensation for part time shift employees shall be based on an hourly rate equal to one one-hundred-twelfth (1/112) of the biweekly rate and shall not exceed one hundred twelve (112) hours in a pay period.~~
- B. ~~If any Fire Division Chief is required to work as a result of floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances or a suppression related incident, he/she shall receive additional compensation for such hours. Such compensation shall be paid at one and five-tenths (1.5) times the employee's base hourly rate.~~
- C. ~~Notwithstanding any other provisions contained herein, Fire Management Unit employees declared by the Human Resources Director to be Employees exempt from the Fair Labor Standards Act who are absent from work for less than a day shall be required to use applicable accrued leave to cover the absence. shall not be docked salary for partial day absences so long as that exempt status continues to apply and so long as the Fair Labor Standards Act is applicable to the Authority.~~
- D. ~~Notwithstanding any other Section of this Memorandum of Understanding, the base biweekly salary of any the classification of Fire Battalion Chief whose performance is rated "standard" or better shall be at least seventeen and five-tenths (17.5) percent (17.5%) higher than the base biweekly salary of assigned to the top step of the salary range for Fire Captain. (09/28/06)~~

Section 2. Pay for New Employees

- A. The Human Resources Director may authorize the appointment of employees at any rate up to the mid-~~point~~~~le~~ of the salary range. Such appointment may be made only when, at the discretion of the Human Resources Director, there is a direct and measurable benefit to the Authority for such appointment.
- B. The Fire Chief may authorize the appointment of employees at any rate within the salary range. Such appointment may be made only when, at the discretion of the Fire Chief, there is a direct and measurable benefit to the Authority for such appointment.
- C. ~~When the Human Resources Director or Fire Chief authorizes the filling of the position at a rate higher than the recruiting rate of the salary range, he/she~~

~~may also advance the salary of incumbents of positions in that class or related classes in order to retain equitable relationships.~~

Section 3. Annual Merit Review Program

- A. The Annual Merit Review Program establishes the award of performance salary increases to eligible employees until they reach the top of the range for their classification. The Annual Merit Review Program shall be administered as follows:

1. ~~The annual performance rating period shall be September 1 thru August 31 for employees promoted prior to December 2, 2010. Employees promoted after December 2, 2010 shall have a merit increase eligibility date that shall be the first day of the pay period following the employee's completion of fifty-two (52) weeks of service within the classification to which he/she is promoted. Subsequent m~~Merit increase eligibility dates shall be the first of the pay period following the completion of fifty-two (52) weeks from the last merit increase eligibility date. This assumes the employee is working in the same classification. If the employee receives a promotion, a new merit eligibility date (which requires a new 52 weeks to be eligible for a merit increase) will be established. ~~intervals. (12/02/10)~~
2. ~~Individual e~~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 <u>but</u> not to exceed the top of the salary range
Above Standard	5.5% increase <u>but</u> 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 and in accordance with the following schedule:~~

Performance Salary Increase Effective Date	Pay Period
August 23, 2002	19
August 22, 2003	19
August 20, 2004	19
August 19, 2005	18
September 1, 2006	19
August 31, 2007	19
August 29, 2008	19
August 28, 2009	19
August 27, 2010	19
August 26, 2011	19

August 24, 2012	19
August 23, 2013	19
August 22, 2014	19
August 21, 2015	19

~~(12/02/10)~~

- ~~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. All regular, limited term, and probationary employees are eligible to receive performance salary increases through the Annual Merit Review Program.~~~~(12/02/10)~~
- ~~2.1. An employee hired or promoted into a Fire Management Unit classification in this Unit shall be eligible to receive a performance salary increase at the completion of his/her first performance rating year period of employment or promotion and each year thereafter. in accordance with Section 3.A.1. of this Article.~~~~(12/02/10)~~
- ~~3. Part time staff employees and part time Fire Division Chiefs shall be eligible for performance salary increases upon completion of two thousand eighty (2,080) hours of employment, exclusive of overtime. Part time shift employees shall be eligible for performance salary increases upon completion of two thousand nine hundred twelve (2,912) hours of employment, exclusive of overtime. Performance salary increases shall be effective the first day of the pay period following the completion of said period.~~

Section 4. Salary on Promotion

- A. Except as modified by Sections 4.B. and 4.C. of this Article, ~~an~~ regular, limited term, or probationary employee who is promoted ~~to a position in a class with a higher salary range~~ shall receive the following:

~~For employees promoting to a Fire Management Unit classification, a minimum of a five and five-tenths (5.5) percent increase over the salary received prior to promotion. The salary upon promotion shall be at least seventeen and five-tenths (17.5) percent higher than the base biweekly salary assigned to the top step of the salary range for Fire Captain.~~~~(09/28/06)~~

For employees promoting into a Fire Management Unit classification, the greater of either a five and five-tenths percent (5.5%) increase over the salary received prior to the promotion or seventeen and five-tenths percent (17.5%) higher than the biweekly base-salary assigned to the top step of the salary range for a Fire Captain. Salary shall include base-salary, Staff Assignment Pay and all qualified specialty pays received prior to the promotion. Qualified specialty pays are those pays which are not offered to classifications in this bargaining unit including but not limited to the following; Hazmat Pay, Paramedic Pay, USAR, Tech Truck Pay, EMT Pay.

For employee's promoting from Battalion Chief to Division Chief, the employee's new rate of pay will be calculated using the employee's base rate (which includes ~~staff~~^{supplemental} assignment pay) whether currently in a staff position or having previously served in a staff position for at least one year.

~~B. Any employee who is promoted to a class from which he/she was previously reduced without a salary decrease shall be placed at a salary rate no higher than the rate that the employee would have achieved if the employee had remained in the class to which he/she is promoted and had demonstrated at least standard performance.~~

~~C.B.~~ Any other provision of this ~~MOU~~^{Memorandum} of Understanding notwithstanding, an ~~regular, limited term, or probationary~~ employee who is promoted to Fire Division Chief may receive a salary increase of up to fifteen ~~(15)~~ percent ~~(15%)~~ when authorized by the Fire Chief upon recommendation of the Human Resources Director.

Section 5. Salary on Reassignment

~~A. When a regular, limited term, or probationary employee is reassigned from one (1) class to another class with the same recruiting rate, such employee's salary shall not change. Such employee shall have the same probation status he/she would have achieved if the employee had been in the new class throughout the period of such service in the old class.~~

~~B. When a regular, limited term, or probationary employee is reassigned from one (1) class to another class with the same salary range but with a higher recruiting rate, the employee's salary shall be advanced the percentage difference between recruiting rates. Such employee shall have the same probation status he/she would have achieved if the employee had been in the new class throughout the period of such service in the old class.~~

~~C. When a regular or limited term regular employee is reassigned from one (1) class to another class with the same salary range but with a lower recruiting rate, the employee's salary shall not change. Such employee shall have the same probation status he/she would have achieved if the employee had been in the new class throughout the period of such service in the old class.~~

~~D. When a probationary or limited term probationary employee is reassigned from one (1) class to another class with the same salary range but with a lower recruiting rate, the employee shall have the rate status and probation status he/she would have achieved if the employee had been in the new class throughout the period of his/her service in the old class.~~

~~E. When a regular, limited term, or probationary employee is involved in a series of reassignments among classes with different recruiting rates, the employee's salary shall be determined by the Human Resources Director.~~

~~F. When a regular, limited term, or probationary employee is reassigned from a class in one (1) salary range to a class in another salary range, the employee shall be placed at the closest rate that does not involve a salary reduction, but not to exceed the maximum rate in the salary range. Such an employee shall have the same probation status he/she would have achieved if the employee~~

~~had been in the new class throughout the period of such service in the old class.~~

Section 6. Salary on Reduction

- A. Disciplinary Reductions— When a ~~Division Chief regular, limited-term, or probationary employee~~ is ~~demoted/reduced for disciplinary reasons~~, the employee's salary shall be reduced as follows:

~~For employees reducing to a Fire Management Unit classification, a~~ A five and five-tenths ~~(5.5)~~ percent (5.5%) reduction or the appropriate, closest corresponding Control Point of the salary range assigned to the lower class, whichever is lower.

- B. Non-Disciplinary Reductions

1. ~~Except as provided in Section 6.D. of this Article, wW~~hen a regular or limited-term employee in good standing is reduced to a position in a lower class for ~~physical disability or~~ non-disciplinary reasons, the employee shall receive the highest salary in the lower salary range that does not exceed the employee's rate of pay immediately prior to reduction.
2. ~~Except as provided in Section 6.D. of this Article, wW~~hen a probationary employee, an employee who has been on a temporary promotion, or a regular employee who was promoted to a limited-term position at the direction of the Fire Chief is reduced to a class not previously occupied by the employee, the employee's salary shall be determined by the Human Resources Director.

- C. ~~Except as provided in Section 6.D. of this Article, wW~~hen a promotional probationary employee, an employee who has been on a temporary promotion, or a regular employee who was promoted to a limited-term position at the direction of the Fire Chief is reduced to a class the employee occupied in good standing, the employee shall have the salary status he/she would have achieved if the employee had remained in the lower class throughout the period of his/her service in the higher class.

- ~~D. When a regular, limited-term, or probationary employee is reduced as a result of a position reclassification, the applicable salary shall be determined as follows:~~

1. ~~If the salary of the employee is the same or less than the maximum rate in the new salary range, the salary of the employee shall not change.~~
2. ~~If the salary of the employee is greater than the maximum rate in the new salary range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum rate of the new salary range exceeds the salary of the employee. The Y-Rate shall begin on the effective date of the reclassification of the position.~~
3. ~~When an employee on Y-Rate accepts a voluntary reduction, his/her salary shall be reduced by the amount of the difference between the maximum salary on the salary range of the class from which he/she is~~

~~being reduced and the maximum salary on the salary range of the new class.~~

Section 7. Salary on Reclassification

~~A. The salary of a regular, limited term, or probationary employee whose position is reclassified shall be determined as follows:~~

- ~~1. If the position is reclassified to a class with the same salary range, the salary of the employee and probationary status shall remain the same as in the former class.~~
- ~~2. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Section 4. of this Article, or at the discretion of the Human Resources Director, the salary of the employee shall not be changed.~~

~~If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Section 6. of this Article.~~

Section 8. Salary on Reemployment

- A. A person who is reemployed in a Fire Management Unit classification in which he/she held regular status and who was separated in good standing may, upon approval of the Human Resources Director or his/her designee, be appointed at a rate higher than the recruiting rate—but no higher than the rate the person received at the time of separation—~~unless the appointment is at an advanced rate pursuant to Section 2.B. of this Article.~~
- B. A former Fire Management Unit employee ~~on paid retirement of the County of Orange Fire Department or of the Authority on paid County or Authority retirement~~ may be reemployed for not more than one hundred twenty (120) working days or nine hundred sixty (960) hours, whichever is greater, the maximum allowable time pursuant to Government Code provisions in any one (1) fiscal year in a position requiring special skills and knowledge and. ~~He/she~~ may be appointed to the position at any steprate on the salary range.

Section 9. Changes in Salary Allocation

- ~~A. If a class is reassigned to a higher salary range, the Board or, where appropriate, the Fire Chief shall determine the amount of increase, if any, each employee in the class shall receive. Such increases shall not exceed eleven (11) percent, provided the employee's salary shall not fall below Control Point A of the new salary range. In no case shall the employee's salary fall below his/her salary received before the reassignment of the class.~~

Section 10. Additional Compensation

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

ARTICLE III

EMPLOYEE PROVISIONS

Section 1. Employee Rights

~~Employees shall not be adversely impacted by the Authority. The Authority shall not hinder or discipline an employee~~ for exercising any rights or benefits provided in this ~~MOU~~ Memorandum of Understanding.

Section 2. Time Off for Selection Procedures

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

Section 3. Probation

A. New Probation

1. Full-Time Employee

~~a. —A new or reemployed employee—who has been out of Authority service for more than two (2) years—employed in a regular or limited-term position—shall be subject to a one year probationary period. placed on new probation for fifty-two (52) weeks from the date of appointment ending with the first day of the pay period following completion of said period. The Authority may waive this provision for employees of a municipal fire agency who are transitioning to Authority employment as a result of contract or other consolidation only if the employee is determined to have completed a twelve (12) month probation period while employed by a municipal fire agency. Such probation must have been for an equivalent position to that being offered in the Authority.~~

~~2. Part-Time Shift Employee~~

~~a. A new or reemployed employee—who has been out of Authority service for more than two (2) years—employed in a part time shift (regular or limited-term) position shall be placed on new probation for two thousand nine hundred twelve (2,912) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.~~

~~3. Part-Time Staff Employee or Part-Time Fire Division Chief~~

~~a. A new or reemployed employee—who has been out of Authority service for more than two (2) years—employed in a part-time staff (regular or limited-term) position or as a part-time Fire Division Chief (regular or limited-term) shall be placed on new probation for two~~

~~thousand eighty (2,080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.~~

B. Promotional Probation

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

~~a. A full-time employee shall be subject to a one year promotional serve a probationary period.. period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period.~~

~~b. A part-time shift employee shall serve a promotional probation period of two thousand nine hundred twelve (2,912) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.~~

~~c. A part-time staff employee or part-time Fire Division Chief shall serve a promotional probation period of two thousand eighty (2,080) paid hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.~~

2. ~~When a regular or regular limited term employee is promoted as a result of the employee's position being reclassified to a higher classification and the classification from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.~~

- 3.2. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the Fire Chief is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that classification.

- 4.3. Notwithstanding any other provision of this MOU Agreement, when an employee who has been on temporary promotion to a Fire Management Unit classification is promoted to that same classification without returning to his/her former class, the time served in the temporary promotion shall be credited towards the promotional probation~~ary~~ period.

C. Failure of Probation

1. New Probation

- a. An employee on new probation may be released from service ~~at the sole discretion of the Authority~~ at any time without right of appeal or hearing, ~~except where an employee alleges his/her release was the result of discrimination by the Authority because of a protected status as defined by the existing Fair Employment and Housing Act or other applicable law. In the case of such allegations, the employee may~~

~~submit an appeal at Step 2 of the disciplinary and predisciplinary procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of new probation.~~

2. Promotional Probation

- a. An employee on promotional probation may be rejected ~~failed at the sole discretion of the Authority~~ at any time without right of appeal or hearing; ~~except where an employee alleges his/her failure of promotional probation was the result of discrimination as described in Section 3.C.1.a. of this Article. In case of such allegations, the employee may submit an appeal at Step 2 of the disciplinary and predisciplinary procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of promotional probation.~~
- b. When an employee fails his/her promotional probation, the employee ~~he/she~~ shall have the right to return to his/her former class, ~~provided the employee was not in the previous class for the purpose of training for promotion to a higher class.~~
- c. When an employee is returned to his/her former class under the provisions of this Section, he/she ~~the employee~~ shall serve the remainder of any uncompleted probationary period in the former class. ~~A regular employee who accepts promotion to a limited term position, other than at the direction of the Fire Chief, shall not have the right to return to his/her former class.~~
- d. ~~If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his/her former occupational series closest to but no higher than the salary range of the class that the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.~~
- e. An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

D. General Provisions

1. ~~When an employee's record consists of a combination of full time and part time service in regular or regular limited term positions, except as provided in Article IV, Section 2.C., 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 for staff employees and Fire Division Chiefs, and two thousand nine hundred twelve (2,912) hours shall equal fifty two (52) weeks for shift employees.~~
2. When the Fire Chief or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and, when practicable, shall be discussed with the employee. ~~A probation period may not be extended, except as provided in Section 3.E. of this Article, and 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. An employee who is out for fifteen (15) calendar days or more during his/her probation period shall have the probation period extended by the length of the leave of absence beyond fifteen (15) days. The granting of an Official or a Military Leave of Absence, the imposition of a suspension, or the granting of a light duty assignment to an employee shall cause the employee's probation period to be extended by the length of the Official Leave, suspension, or light duty assignment or by the length of the Military Leave in excess of fifteen (15) calendar days. The extended probation period resulting from the Official or Military Leave of Absence, suspension, or light duty assignment shall end with the first day of the pay period after said extended date.~~
- ~~2. The Human Resources Director shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure that is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the Authority receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section and he/she has served a probationary period that is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Directors.~~
- ~~3.2. Upon the recommendation of the Assistant Chief/Department Head or his/her designee or at the request of the employee with the concurrence of the Assistant Chief/Department Head or his/her designee, the probationary period of an employee may be extended at the sole discretion of the Human Resources Director for a period not to exceed one hundred eighty (180) calendar days, provided such action is approved by the Human Resources Director before the normal probation period is completed. Denial of a request to extend a probation period shall not be subject to appeal or hearing.~~
- ~~4. The Human Resources Director shall extend the probationary period of employees with an employment authorization document that has an expiration date that would occur after the end of the probation period. Such probation periods shall be extended to coincide with the expiration date of the employment authorization document. In the event an employee's probationary period is extended by the provisions of this Section and he/she serves a probationary period that is longer than the normal probation period, such an employee may fail probation during the extended period only for failure to obtain a new, valid employment authorization document by the expiration date of the expiring employment authorization document.~~

Section 4. Performance Evaluation

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

Section 5. Shift Exchange Policy

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

~~Section 6. Contents of Personnel File~~

- ~~A. Adverse statements prepared by the Authority shall not be included in an employee's official personnel file, unless a copy is provided to the employee.~~
- ~~B. An employee shall have the right to inspect and review the contents of his/her official personnel file at reasonable intervals.~~
- ~~C. In addition, an employee shall have the right to inspect and review the contents of his/her official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his/her suspension or discharge from Authority service.~~
- ~~D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of Sections 6.B. and 6.C. of this Article.~~
- ~~E. An employee shall have the right to respond in writing or personal interview to any information contained in his/her official personnel file, such reply to become a permanent part of such employee's official personnel file.~~
- ~~F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Human Resources Director and the employee concerned or by an order of an arbitrator, court, or impartial hearing officer, unless the particular item is otherwise required by law to be kept.~~

ARTICLE IV

EMPLOYMENT PROVISIONS

Section 1. Temporary Promotion

- A. 1. A ~~Battalion Chief regular, probationary, or limited term employee~~ who is assigned on a temporary basis as a Division Chief or a Division Chief who is temporarily assigned as an Assistant Chief to a higher level vacant (regular or limited term) shift position shall be promoted on a temporary basis ~~to that class~~ provided he/she meets the qualifications of the position—when such employee has been assigned to the higher class for one hundred ~~twenty (120)~~sixty-eight (168) consecutive regularly scheduled hours (subject to waiver by the Fire Authority) of work, ~~and he/she has been performing all the significant duties and responsibilities of the higher class, unless t~~The employee may requests to be not be so reassigned to his/her former class. In such a case, the temporary promotion will end employee shall be reassigned within five (5) working days.
2. ~~A regular, probationary, or limited term employee who is assigned on a temporary basis to higher level vacant (regular or limited term) staff position or Fire Division Chief position shall be promoted on a temporary basis to that class provided he/she meets the qualifications of the position when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work, and he/she has been performing all the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his/her former class. In such a case, the employee shall be reassigned within five (5) working days.~~
- B. 1. ~~The Authority may, at its option, waive the one hundred sixty-eight (168) hour requirement when it is necessary to utilize a regular, probationary, or limited term employee in a higher level vacant (regular or limited term) shift position for a period that is expected to be at least one hundred sixty-eight (168) consecutive regularly scheduled hours but less than one (1) year.~~
2. ~~The Authority may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary, or limited term employee in a higher level vacant (regular or limited term) staff position or Fire Division Chief position for a period that is expected to be at least one hundred twenty (120) consecutive regularly scheduled hours but less than one (1) year.~~
- C. ~~Except as provided in Article III, Section 3.B., an employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in his/her former class and shall have the salary status he/she would have achieved if the employee had remained in the lower class throughout the period of his/her service in the higher class.~~

- ~~D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his/her former class and department. A temporary promotion shall not exceed a period of one (1) year.~~
- ~~E. Upon the request of the employee, a regular, probationary, or limited term employee who is assigned on a temporary basis to a higher level (regular or limited term) shift position that is not vacant shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred sixty-eight (168) consecutive regularly scheduled hours of work and he/she has been performing all the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his/her former class. In such a case, the employee shall be reassigned to a position in his/her former class within five (5) working days.~~
- ~~F. Upon the request of the employee, a regular, probationary, or limited term employee who is assigned on a temporary basis to a higher level (regular or limited term) staff position or Fire Division Chief position that is not vacant shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred sixty (160) consecutive regularly scheduled hours of work and he/she has been performing all the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his/her former class. In such a case, the employee shall be reassigned to a position in his/her former class within five (5) working days.~~

Section 2. Status of Limited-Term Employees

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except those contained in the LAYOFF PROCEDURE, which accrue to employees in regular positions.
- B. A regular employee who transfers, promotes, or reduces to a limited-term position on a voluntary basis and not at the direction of the Fire Chief shall become a limited-term regular employee.
- C. Limited-term employees hired under programs that involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of vacation and sick leave accrual, retirement, and layoff. The requirement that such employees serve a new probation period may be waived with the approval of the Human Resources Director. Limited-term employees not hired under programs that involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of vacation and sick leave accrual, retirement, layoff, and new employee probation.
- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll, except as provided in Section 2.E. of this Article.

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

Section 3. Reemployment of Employees on Disability Retirement

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

Section 4. Reemployment of Regular Employee

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

Section 5. Employees Transitioned From Other Agencies

- A. Except as otherwise modified in this Agreement, the Authority shall hire employees being transitioned to the Authority in accordance with the terms and conditions of the previously negotiated Agreement (Appendix B). The Authority agrees that during the ~~term~~life of this Agreement, it shall meet and confer with the Association on the impact of any provisions deemed necessary to modify with the addition of any particular agency.

Section 6. Non-Discrimination Clause

- A. The Authority and the Association agree that neither of them shall discriminate against any employee because of the provisions of this Memorandum of Understanding shall be applied to employees without discrimination by reasons of physical disability, marital status, medical condition, race, religion, color, sex, age, national origin, ancestry as well legally recognized protected classes addressed by state and/or federal law or for participating in or refusal to participate in protected, concerted Union

~~activities Association activities; or of other protected status as defined by applicable law.~~

~~B. The Association shall not discriminate in membership or representation on any basis cited in Section 6. of this Article.~~

Section 7: Assignment of Staff Fire Battalion Chiefs to Fire Prevention

- A. ~~It is agreed that the cA~~ current staff Fire Battalion Chief position assigned to Fire Prevention shall be filled by either 1) a Fire Battalion Chief who possesses the knowledge, skills, and ability to perform the functions of the position and who meets the minimum qualifications set forth in a classification specification for the position; or 2) by a civilian (non-OCFACOA) employee who possesses the knowledge, skills, and ability to perform the functions of the position or who meets the minimum qualifications set forth in a classification specification for the position. When the position is filled by a Fire Battalion Chief, that position shall be represented by the OCFACOA. When the position is filled by a civilian employee, that position shall be represented by the Orange County Fire Authority Management Association OCFAMA. ~~considered a non-represented administrative management employee.~~

When filling a vacancy in the above position, first consideration shall be given to an existing Fire Battalion Chief, or a Fire Battalion Chief candidate who is on a current Fire Battalion Chief promotional eligible list, recognizing that final determination on filling the position in Inspection Services with a Fire Battalion Chief or civilian employee is a management right based upon the needs and position compatibility/suitability.

A classification specification shall be maintained for the position of Fire Marshal (Inspection Services) that shall specify the knowledge, skills, and abilities and minimum qualifications necessary to perform the functions of the position. When modifications are made to the classification specification, the OCFA shall provide the OCFACOA with opportunity for review and input prior to such modifications.

- B. In addition to the identified position listed above, the parties agree that the following list of staff positions shall be filled/held by a Fire Battalion Chief:
- Corporate Communications
 - Emergency Communications Center
 - Emergency Medical Services
 - Training and Safety
 - Air~~Special~~ Operations
 - Investigations
 - Emergency Planning and Coordination
 - Community Volunteer Services Coordinator
 - Wildland Pre-Fire Management

ARTICLE V

LEAVE PROVISIONS

Section 1. Sick Leave

- A. Accumulation of Sick Leave—shall be in accordance with the following schedules:

Staff ~~Battalion Chiefs~~ Employees and Fire Division Chiefs

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

Shift ~~Battalion Chiefs~~ Employees

HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 through 8,736.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid
8,736.01 or more regularly scheduled hours	0.0462 hours for each regularly scheduled work hour paid

For the purpose of this Section, each biweekly pay period—for which a full-time staff employee or full-time Fire Division Chief receives his/her full biweekly salary—shall be considered the equivalent of eighty (80) regularly scheduled paid hours. A full-time shift employee equivalent shall be one hundred twelve (112) regularly scheduled paid hours. ~~A part-time employee shall accumulate sick leave on a prorated basis not to exceed the equivalent for a full-time employee.~~

- B. ~~Sick Leave Earned shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates Authority service. Employees will earn sick leave at the end of a pay period assuming they were in paid status for the entire pay period.~~

C. Permitted Uses of Sick Leave

1. Sick leave may be applied to:

- a. Absence necessitated by an employee's personal illness, injury, or disability due to pregnancy or childbirth.
- b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the employee's supervisor.
- c. 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.
- d. Absence ~~when from duty because~~ the employee's presence is needed to attend to the serious illness of a member of his/her immediate family. ~~For, provided that for~~ each occurrence, such absence shall be limited to a maximum of twenty-four (24) working hours for staff employee assigned to a forty (40) hour workweek or two (2) twenty-four (24) hour shifts for shift employees assigned to a fifty-six (56) hour average duty workweek ~~three (3) working days~~. ~~Any request for sick leave that exceeds three (3) working days for an occurrence requires Family Medical Leave approval and is subject to the provisions and limitations of Section 12. of this Article.~~ Additionally, once each calendar year, an employee may ~~use~~ utilize up to ~~one-half five tenths~~ (0.5) of his/her annual ~~s~~Sick ~~l~~Leave accrual rate ~~in any one (1) instance~~. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, registered domestic partner, child, step-child, grandchild, grandparent, or legal ward.

2. Illness while on paid vacation shall be charged to ~~s~~Sick ~~l~~Leave rather than vacation only under the following conditions:

- a. The employee provides information (without having to identify a diagnosis) that the illness or injury ~~of the employee is of a nature that would precluded~~ the effective use of vacation and would prevent the employee from performing his/her normal duties.
- b. The employee must notify his/her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his/her vacation, whichever is sooner, to request that his/her illness on vacation be charged to ~~s~~Sick ~~l~~Leave.
- c. The Authority shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
- d. Upon the employee's return to work, the employee must furnish the Authority with a certificate signed by a licensed physician, a registered nurse, or recognized health care provider stating the ~~nature of the medical condition and the~~ period of disablement.

3. Absence from duty because of personal emergencies shall be limited to a maximum of sixteen (16) twenty (20) working hours for staff employees assigned to a forty (40) hour workweek and Fire Division Chiefs or one (1) twenty-four (24) hour shift for shift employees assigned to a fifty-six (56) hour average duty week during the fiscal year.
4. ~~An absence due to an air pollution alert that prevents the employee from traveling to his/her work location.~~

~~D. Prohibited Uses of Sick Leave~~

1. ~~Sick leave shall not be applied to absences caused by illness or injury to a member of the employee's family, except as provided in Sections 1.C.1.d. and 1.C.3. of this Article.~~
2. ~~For staff employees and Fire Division Chiefs, sick leave shall not be applied to absences that occur on an Authority-observed holiday.~~

E. General Provisions

1. In any use of ~~s~~Sick Lease, 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 condition~~, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. ~~An employee hired prior to July 15, 1977, and who is eligible for Tier I paid retirement as of the date of request, 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. ~~Not more than once in each fiscal year, an employee who has accumulated unused sick leave in excess of three hundred twenty (320) 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 three hundred twenty (320) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.E.3.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.E.3.a. of this Article.~~

~~c. Notwithstanding the provisions of Section 1.E.3.b. of this Article, an employee who has given irrevocable written notice of his/her intent to retire at least thirty (30) calendar days, but no more than sixty (60) calendar days prior to the effective date of his/her retirement, may request that a payoff of his/her accumulated sick leave be made to his/her deferred compensation account with the Authority to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of Section 1.E.3.a. of this Article. Such payoff shall be made prior to the effective date of the employee's retirement.~~

~~4. An employee hired on or after July 15, 1977, who is enrolled in Tier I or Tier II retirement shall receive sick leave payoff as follows:~~

~~a. Effective the first "full" pay period in July 2002 (Pay Period #16), an employee with an accumulative sick leave balance exceeding two hundred eighty (280) hours shall have his/her sick leave balance reduced and paid for in accordance with the following formula:~~

~~i. One third (1/3) of the number of hours exceeding two hundred eighty (280) times twenty five (25) percent of the employee's base hourly rate:~~

~~— For example, an employee with a sick leave balance of four hundred (400) hours at a base hourly rate of twenty dollars (\$20.00) would be paid as follows:~~

~~— Step 1: Calculate sick leave hours eligible for payoff~~

$$~~400 - 280 = 120 \text{ hours}~~$$

$$~~120 \times 1/3 = 40 \text{ hours (rounded to the nearest whole hour)}~~$$

~~— Step 2: Calculate twenty five (25) percent of employee's base hourly rate~~

$$~~\$20.00 \times 25\% = \$5.00 \text{ per hour}~~$$

~~— Step 3: Calculate sick leave payoff~~

$$~~40 \times \$5.00 = \$200.00~~$$

~~— Step 4: Calculate remaining sick leave hours after payoff~~

$$~~400 - 40 = 360 \text{ hours}~~$$

~~b. Effective the first "full" pay period in July 2003 (Pay Period #16), an employee with an accumulative sick leave balance exceeding two hundred eighty (280) hours shall have his/her sick leave balance reduced and paid for in accordance with the following formula:~~

~~i. One third (1/3) of the number of hours exceeding two hundred eighty (280) times fifty (50) percent of the employee's base hourly rate.~~

~~c. Effective the first "full" pay period in July 2004 (Pay Period #16), an employee with an accumulative sick leave balance exceeding two hundred eighty (280) hours shall have his/her sick leave balance reduced and paid for in accordance with the following formula:~~

~~i. One third (1/3) of the number of hours exceeding two hundred eighty (280) times seventy-five (75) percent of the employee's base hourly rate.~~

~~Effective the first "full" pay period in July 2005 (Pay Period #15), an employee hired on or after July 15, 1977, and who is eligible for Tier I or Tier II paid retirement as of the date of request, shall receive sick leave payoff as follows:~~

~~3.a. Sick Leave Cash Out:~~

- ~~a. At Retirement or an Employee's Death During Employment:~~
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. Sick Leave Cash-Out During Employment:~~

~~Not more than once each fiscal year, an employee who has accumulated unused sick leave in excess of three hundred twenty (320) 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 three hundred twenty (320) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.E.5.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.E.5.a. of this Article.

- c. Notwithstanding the provisions of Section 1.E.5.b. of this Article, an employee who has given irrevocable written notice of his/her intent to retire at least thirty (30) calendar days, but no more than sixty (60) calendar days prior to the effective date of his/her retirement, may request that a payoff of his/her accumulated sick leave be made to his/her deferred compensation account with the Authority to the maximum amount permitted by law under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of Section 1.E.5.a. of this Article. Such payoff shall be made prior to the effective date of the employee's retirement.

4. Sick Leave Accrual Upon Re-employment:

When a former employee ~~of the County of Orange Fire Department or the Authority~~ is reemployed in a regular or limited-term position, the Human Resources Director may apply the total period of previous continuous ~~County and~~ Authority service for the purpose of determining sick leave earning rates.

- ~~a. Sick Leave Accrual for Former California Department of Forestry (CDF) Employees—Employees who, as of July 2, 1980, had three (3) or more years of California Department of Forestry service in Orange County immediately preceding their employment by the County of Orange shall accrue sick leave based on a total of their Authority and County of Orange continuous service added to their California Department of Forestry time worked within Orange County.~~

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

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

Section 3. Bereavement Leave

- A. Upon request, ~~regular, limited term, or probationary staff employees and Fire Division Chiefs~~ 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 to arrange for or attend a funeral of a member of their immediate family. ~~shift Employees assigned to a fifty-six (56) hour average duty week~~ shall receive up to three (3) consecutive calendar days. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent, grandchild, or dependent adult or child for whom the employee is the legal guardian.

Section 4. Authorized Leave Without Pay

A. Authority Leave

1. Upon request, ~~a regular, limited term, or probationary~~ 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 Sections 4.B.4, 4.B.5. and Section 10.A. of this Article. The Fire Chief may require that all previously earned accumulated compensatory time and Flex 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. ~~If the Leave qualifies as Family Leave pursuant to applicable law, the Fire Chief may require that all sick leave and compensatory and vacation time be used prior to granting an Authority Leave, except that the use of sick leave shall be subject to the provisions of Sections 1.C. and 1.D. of this Article.~~

B. Authorized Unpaid Leave of Absence~~Official Leave~~

- ~~1. An employee may request an unpaid leave of absence for up to one year. The Authority has discretion to evaluate the request and determine whether to grant it or not. The Authority may require an employee to use accrued leaves for all or a portion of the requested leave. Upon request, a regular, limited term, or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year, except as provided in Sections 4.B.2. and 4.B.3. of this Article. Such Leave may be taken only after an employee's completion of an Authority Leave request, provided that granting of a Leave shall not be a prerequisite to a request for Official Leave. The Fire Chief may require that all or a portion of compensatory time and vacation be used prior to granting such Leave.~~
- ~~2. —~~
- ~~3. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Fire Chief, except that requests for Official Leave that qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the Fire Chief denies the extension of such Leave, Sections 4.B.5. and 4.B.6. of this Article shall not apply.~~
- ~~4. Upon request, an employee who has requested and identified a valid need for Family Leave pursuant to Section 12. of this Article and applicable law shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after an employee's completion of an Authority Leave request and after all accumulated compensatory time and vacation accruals have been applied toward payment of the absence. In addition, where appropriate under the provisions of Section 1.C. of this Article, the employee may be required to apply all sick leave accruals toward payment of the absence before an Official Leave shall be authorized.~~
- 5.1. An employee shall give notice two (2) weeks prior to the date he/she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks notice or the maximum notice allowable under applicable law. If an employee does not give the required notice prior to the date he/she wants to return to work, the Authority shall

not be required to return the employee to work until the employee gives such notice; however, the Authority may waive the notice or reduce the notice period at its discretion.

~~6.2.~~ The Department Head/Assistant Chief shall indicate on the request for Leave of Absence his/her recommendations as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. The Human Resources Director shall render a decision within thirty (30) days of when the request is submitted to him/her. If the Human Resources Director approves the request, he/she shall deliver a copy to the Financial Services Manager, the Department Head/Assistant Chief, and the employee.

~~7. If the Human Resources Director modifies or does not approve a request for Official Leave, the employee and/or the Department Head/Assistant Chief may, within fifteen (15) calendar days of said action, file a request with the Human Resources Director for review by the Board. Upon such request, the Human Resources Director shall forward a copy of the request for Official Leave to the Board for final determination. The employee and the Department Head/Assistant Chief shall notify the Human Resources Director whether he/she will submit his/her position in a written statement or wishes to appear before the Board. The Human Resources Director may present his/her position in the same manner as the employee presents his/her position. The Board, at its discretion, may designate a representative(s) to decide such appeals. The decision on such appeals shall be final.~~

~~8.3.~~ An Official Leave shall not be deemed a break in Authority service.

~~C. General Provisions~~

- ~~1. A request for a Leave of Absence shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return.~~
- ~~2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the Fire Division Chief or Assistant Chief/Department Head only where the employee is unable to initiate such action, except in cases where the provisions of Section 10.A. of this Article apply.~~

Section 5. Official Leave for Non-Occupational Disability

~~A. A regular, limited term, or probationary employee shall be granted, upon request, an Official Leave of Absence Without Pay for up to six (6) months for a non-occupational disability, including disabilities related to pregnancy and childbirth, provided the employee meets the following conditions:~~

- ~~1. A medical statement covering diagnosis, prognosis, expected date of return, and period of disability shall be submitted with the Leave request.~~
- ~~2. Such Leave shall begin after all accrued sick leave and compensatory and vacation time have been applied toward the absence.~~

~~3. Unless otherwise required by law, the shift employee has been paid for eight thousand seven hundred thirty-six (8,736) regularly scheduled hours or more, and the staff employee or Fire Division Chief has been paid for six thousand two hundred forty (6,240) regularly scheduled hours or more.~~

~~B. If additional Leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 4.B., of this Article.~~

~~C. An employee shall not be entitled to more than one (1) such Leave per twelve (12) month period.~~

Section 6. Absences Caused by Medical Conditions

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

Section 7. Jury Duty Leave

~~A. An regular, limited term, or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay rate for those hours of absence due to the jury duty, which that occurs during the employee's regularly scheduled working hours, provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the Financial Services Manager. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. An An employee who calls the court while at work and finds out that he/she must report to jury duty the next day must continue to work the shift but will be relieved from duty with sufficient time to arrive at the court for jury duty in the morning. If the employee is scheduled to be on duty on the day he/she is on jury duty, whether he/she must return to his/her shift after the jury service will be determined on a case-by-case basis. employee may request a change in regularly scheduled working hours to a Monday through Friday work schedule for the duration of such jury duty. Such requests shall be granted, if practicable.~~

Section 8. Witness Leave

~~A. An regular, limited term, or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant or where the subpoena is related to the employee's employment with another employer who the Fire Authority did not assume fire protection duties from, shall be compensated at his/her regular rate of pay rate for all hours of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the Financial Services Manager. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.~~

Section 9. Absence Without Authorization

- ~~A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days for staff employees or Fire Division Chiefs or two (2) consecutive duty shifts for shift employees shall be considered an automatic resignation from Authority employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.~~
- ~~B. If an employee does not have prior authorization to be absent from work, he/she may request specific authorization from the Fire Chief prior to the expiration of the time limit specified in Section 9.A. of this Article.~~
- ~~C. When an employee has been absent without authorization and the Authority plans to invoke the provisions of Section 9.A. of this Article at least ten (10) calendar days prior to accepting and entering an automatic resignation, the Authority shall send written notice to the employee's last known address by certified mail with return receipt requested and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:~~
- ~~1. A statement of the Authority's intention to accept and enter the employee's automatic resignation and its effective date.~~
 - ~~2. A statement of the reasons for considering the employee to have automatically resigned.~~
 - ~~3. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action.~~
 - ~~4. A statement of the employee's right to representation.~~
 - ~~5. A copy of the automatic resignation provisions that apply to the employee; and~~
 - ~~6. A statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the employee has waived any right to appeal the automatic resignation.~~
- ~~D. An automatic resignation shall not be accepted and entered if the employee: (1) responds to the notice before the effective date; (2) provides an explanation satisfactory to the Authority as to the cause of the unauthorized absence and the reasons for failing to obtain an authorized Leave and submits any pertinent documentation to substantiate such reasons or provides proof that it was physically impossible for him/her to contact the Authority; and (3) is found by the Authority to be ready, able, and willing to resume the full duties of his/her position.~~
- ~~E. An employee who is permitted to continue his/her employment pursuant to Section 9.C. and/or 9.D. of this Article shall not be paid for the period of his/her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Authority determines it is appropriate to use sick leave, compensatory time, vacation, or other paid Leave to cover the absence.~~

- ~~F. Notwithstanding any other provision of this Section, the Authority may rescind an automatic resignation.~~
- ~~G. Automatic resignations shall not be considered a discharge under the provisions of Article VIII, DISCIPLINARY AND PREDISCIPLINARY ACTIONS.~~

Section 10. Workers' Compensation Leave

- A. When an injury is determined to be job-related ~~in accordance with Article XI, ON-THE-JOB INJURIES, WORKERS' COMPENSATION,~~ a regular, limited-term, or probationary employee shall be placed on Workers' Compensation Leave upon exhaustion of 4850 benefits. ~~If such determination cannot readily be made and all sick leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.~~
- B. Workers' Compensation Leave shall continue until the employee does one (1) of the following:
1. Is determined to be physically able to return to work by an Authority-designated physician; or
 2. Is determined to be physically able to return to work with medical restrictions that the Authority can accept; or
 3. Accepts employment outside the Authority; or
 4. Accepts employment in another Authority position; or
 5. Has been found to have maximum medical improvement~~be permanent and stationary~~ and is not rehabilitated as provided by law; or
 6. Has retired pursuant to appropriate Government Code provisions ~~;~~ ~~or~~

An employee who does not return to work within two (2) weeks of the end of his/her Workers' Compensation Leave pursuant to this provision, ~~shall be considered to have automatically resigned his/her employment with the Authority under the provisions of Section 9. of this Article.~~

- C. An employee on Workers' Compensation Leave and/or 4850 Leave must give notice two (2) weeks prior to the date he/she wants to return to work. If an employee does not give two (2) weeks' notice prior to the date he/she wants to return to work, ~~and~~ the Authority shall not be required to return the employee to work until such notice is given; however, the Authority may waive the notice or reduce the notice period at its discretion.
- D. For employees on Workers' Compensation Leave, merit increase eligibility dates, probation periods, and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 11. Parenthood Leave

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

Section 12. Family Leave

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

~~A. General Provisions~~

- ~~1. Family Leave shall be granted to the extent required by law for the following situations:~~
 - ~~a. An employee's serious health condition as provided in Section 5. of this Article~~
 - ~~b. The birth of a child or placement of a child for adoption or foster care as provided in Section 11. of this Article~~
 - ~~c. Employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent, or child of an employee standing "in loco parentis" who is either under eighteen (18) years old~~

~~or an adult dependent child incapable of self care because of mental or physical disability.~~

- ~~2. Employees must request and identify their need for Family Leave. When an employee requests Family Leave, the employee shall have the choice of utilizing his/her accrued Leave balances for the purpose of continuing salary and benefits while on Family Leave or the employee may choose to take Leave Without Pay. Requests for Family Leave may also fall under the provisions of Sections 4., 5., and 11. of this Article.~~
- ~~3. The Authority shall determine if a request for Family Leave is valid within the parameters of applicable law.~~
- ~~4. When a request for Family Leave is approved, and the employee has elected to utilize accrued Leave hours, the employee shall determine in what order he/she wishes to apply such time. The use of sick leave shall be restricted to those circumstances that qualify under the provisions of Section 1.C. of this Article.~~

~~B. Notification Requirements~~

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

~~C. Verification~~

- ~~1. The Authority may require certification from the health care provider that states (1) the date on which the condition commenced, (2) the probable duration of the condition, (3) an estimate of time that the employee needs to be off, and (4) the employee cannot perform his/her duties because of the condition (if Leave is for own serious health condition) or that care is needed (if Leave is for child, spouse, or parent).~~
- ~~2. The Authority may require a medical statement covering diagnosis, prognosis, and expected date of return.~~
- ~~3. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.~~

Section 13. Catastrophic Leave

- A. Eligibility for Donations—To receive Catastrophic Leave Donations, an employee or his/her immediate family member (immediate family member is defined as father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, step-child, grandparent, registered domestic partner or legal guardian) must:
1. Have a catastrophic medical condition that will require the employee to be on unpaid Leave.
 2. Exhaust all ~~allowable~~ accrued sick leave, vacation, and compensatory time.
 3. Submit to the employee's Department Head/Assistant Chief (or his/her designee) a written request for donations accompanied by a medical statement from the employee's or family member's attending physician. The attending physician's statement must verify the employee's need for an extended Medical Leave or the need for the employee to take Leave to care for a member of his/her immediate family. ~~It, and~~ must include ~~a brief statement of the nature of the illness or injury and~~ an estimated time the employee will be unable to work. The employee may voluntarily include information about the nature of the illness for those who are considering donating.
- B. Request for Additional Donations
1. Employees who receive donations under this procedure and who exhaust all donated ~~s~~Sick ~~l~~Leave may request an additional donation period~~(s)~~ subject to the provisions of Section 13.A.2. of this Article.
- C. Donation Procedure
1. Upon receipt of a valid request for donations on a form from an eligible employee, the Department Head/Assistant Chief (or his/her designee) shall post a notice of the eligible employee's need for donations on the Authority e-mail system, bulletin boards, or other means of notification accessible to employees; confidential medical information (unless voluntarily provided by the employee) shall not be included in the posted notice.
 2. Employees shall be provided a two (2) week period to submit their donations; donations received after the submission period shall not be processed.
 3. All donations shall be voluntary.
 4. Employees may donate vacation or compensatory time to the eligible employee's catastrophic leave bank; ~~s~~Sick ~~l~~Leave may not be donated.
 5. Donations must be a minimum of two (2) hours and cannot exceed eight (8) hours per staff employee (forty [40] hour workweek) ~~or Fire Division Chief~~ or a minimum of three (3) hours, but cannot exceed twelve (12) hours per shift employee (fifty-six [56] hour average duty week); all donations must be made in whole hour increments.

6. All donations shall be irrevocable.

~~7. Employees wishing to donate time to the eligible employee must provide the following:~~

~~a. The donating employee's name, social security number, and department name~~

~~b. The number of hours of vacation/compensatory time he/she wishes to donate within the limitations of Section 13.C.5. of this Article~~

~~c. The name, department, and class title of the eligible employee to whom the time is being donated~~

~~d. A statement from the donating employee indicating that he/she understands the donation of time is irrevocable.~~

~~e. The donating employee's signature authorizing the transfer of the donated time to the eligible employee.~~

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

8. At the close of the donation period, the Finance ~~ce ecial Services Section~~ 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.

9. The Finance ~~Divisionial Services Section~~ shall process all donations at one (1) time; no additional donations shall be processed.

10. 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 ~~s~~Sick ~~l~~Lease, as described herein, at the hourly rate of the recipient of the donation. Donated converted hours shall first be added to the recipient's accrued vacation, to the maximum permitted under Section 14.C. of this Article. The balance of the donated converted hours shall then be added to the recipient's ~~s~~Sick ~~l~~Lease account. These donated vacation and ~~s~~Sick ~~l~~Lease hours shall be available for use during the recipient's Catastrophic Leave. If any donated hours remain at the end of the recipient's Catastrophic Leave, they shall remain available for the sole use of the recipient. If the recipient dies during the Catastrophic Leave, all unused donated time shall be converted to dollars at the hourly rate of the recipient and paid to the recipient's surviving spouse or estate in the same manner as any monies due for vacation and/or compensatory time.

11. An employee who is on a Leave Without Pay at the time he/she receives a Catastrophic Leave donation shall be treated as if on an Official Leave of Absence for purposes of probation and merit increase eligibility.

Section 14. Vacation

A. Accumulation of Vacation

1. Accumulation of vacation shall be in accordance with the following schedules:

Staff ~~Battalion Chiefs and Employees~~ and Fire Division Chiefs

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

Shift ~~Battalion Chiefs~~ Employees

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
0 to 3 years	1 through 8,736.00 regularly scheduled hours	0.0385 hours for each regularly scheduled hour paid
After 3 years but less than 10 years	8,736.01 through 29,120.00 regularly scheduled hours	0.0577 hours for each regularly scheduled hour paid
After 10 years	29,120.01 or more regularly scheduled hours	0.077 hours for each regularly scheduled hour paid

2. ~~For the purpose of this Section, e~~Each biweekly pay period—for which a full-time staff employee or full-time Fire Division Chief receives his/her full biweekly salary—shall be considered the equivalent of eighty (80) regularly scheduled paid hours. Each biweekly pay period—for which a full-time shift employee receives his/her full biweekly salary—shall be considered the equivalent of one hundred twelve (112) regularly scheduled paid hours.
3. ~~A new employee in a part time (regular or limited term) position shall earn prorated vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2,080) for a staff employee or Fire Division Chief shall be determined. The ratio of regularly scheduled hours paid to two thousand nine hundred twelve (2,912) for a shift employee shall be~~

~~determined. The same ratio shall be applied to eighty (80) hours for a staff employee/Fire Division Chief or one hundred twelve (112) hours for a shift employee to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty two (52) week period ended.~~

B. Vacation Credit

- ~~1. Vacation credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates Authority service. Employees will earn vacation at the end of a pay period assuming they were in paid status for the entire pay period.~~

C. Maximum Allowable Vacation Credit

- ~~1. The maximum allowable vacation credit at any one (1) time fFor a full-time staff Battalion Chiefemployee working forty (40) hour workweek, maximum accruals at any one (1) time with less than ten (10) years –or full-time Fire Division Chief with less than ten (10) years of full-time continuous service shall be three hundred twenty (320) hours–or a prorated amount equal to eight (8) weeks of vacation for part-time employees. The maximum allowable vacation credit at any one (1) time for a full-time staff Battalion Chiefemployee or full-time Fire Division Chief with ten (10) or more years of full-time continuous service shall be four hundred (400) hours–or a prorated amount equal to ten (10) weeks of vacation for part-time employees. All vacation hours earned in excess of the maximum allowable vacation credit shall be paid in the pay period earned.~~
- ~~2. The maximum allowable vacation credit at any one (1) time fFor a full-time shift Battalion Chief employee working a fifty-six (56) hour average duty week, maximum accruals at any one (1) time –with less than ten (10) years of full-time continuous service shall be four hundred forty-eight (448) hours–or a prorated amount equal to eight (8) weeks of vacation for part-time employees. The maximum allowable vacation credit at any one (1) time for a full-time shift employee with ten (10) or more years of full-time continuous service shall be five hundred sixty (560) hours.–or a prorated amount equal to ten (10) weeks of vacation for part-time employees. All vacation hours earned in excess of the maximum allowable vacation credit shall be paid in the pay period earned.~~

D. General Provisions

- ~~1. Not more than eighty (80) hours of paid time for staff employees or Fire Division Chiefs or one hundred twelve (112) hours for shift employees may be credited toward accumulation of vacation credit in any pay period.~~
- ~~2. An Official Leave of Absence shall cause the aforementioned ten (10) years of full-time Authority service to be postponed a number of calendar days equal to the Official Leave.~~

~~3.1.~~ Additional vacation earned during the period of vacation may be taken consecutively with the approval of the Fire Chief.

~~4.2.~~ In any use of vacation, an employee's account shall be charged to the nearest quarter hour.

~~5.3.~~ Vacations shall be scheduled for employees insofar as practicable while meeting staffing levels on the basis of employee requests. In cases of conflict among requests, vacation assignments will be made on the basis of seniority by the Authority; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

~~6.4.~~ Illness while on paid vacation shall be charged to sick leave rather than vacation only under the conditions specified in Section 1.C.5. of this Article.

~~7.5.~~ No employee shall be required to return to work for the Authority in any capacity during the time of his/her paid vacation from Authority service, except in cases of emergency.

~~8.6.~~ An employee separating from Authority service for reasons other than paid Authority retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from Authority service by way of paid Authority retirement may elect either to take time off for his/her vacation or to be paid for his/her vacation in a lump sum payment.

~~9.7.~~ During each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to fifty-six (56) hours each for shift employees or forty (40) hours for staff employees and Fire Division Chiefs each or one (1) increment of up to one hundred twelve (112) hours for shift employees or eighty (80) hours for staff employees and Fire Division Chiefs. An employee who is within fifteen (15) hours for staff Battalion Chiefs employees and Fire Division Chiefs ~~or~~ twenty-one (21) hours for shift employees of the applicable maximum allowable vacation credit set forth in Sections 14.C.1. and 14.C.2. of this Article may request to be paid for one (1) additional increment of up to one hundred (112) eighty (80) hours for shift employees or eighty (80) hours for staff employees and Fire Division Chiefs ~~or one hundred twelve (112) hours for shift employees~~ in each fiscal year. For purposes of this payout, it must occur in a full pay period starting on or after July 1st of the current fiscal year requested and paid out prior to the full pay period ending June 30th.

10. No scheduled vacation shall be canceled, except in cases of emergency.

~~11.~~ 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 toward the required ten (10) years of Authority service, with the part-time service being applied proportionately to the appropriate full-time interval.

E. Vacation Time for Transitioning Employees

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

~~When a former employee of the County of Orange Fire Department or the Authority is reemployed in a regular or limited term position, the Human Resources Director may apply the total period of previous continuous County and Authority service for the purpose of determining vacation earning rates.~~

~~F. Vacation Accrual for Former CDF Employees~~

~~1. Employees who, as of July 2, 1980, had three (3) or more years of California Department of Forestry (CDF) service in Orange County immediately preceding their employment by the County, shall accrue vacation based on a total of their Authority and County of Orange continuous service added to their California Department of Forestry time worked within Orange County.~~

ARTICLE VI

HOLIDAYS

Section 1. Holidays Observed

A. Employees shall observe the following holidays:

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

B. ~~Notwithstanding any other Section of this Memorandum of Understanding, the holidays designated for employees in the Fire Management Unit shall be the same as those adopted for employees in the Administrative Management Unit.~~

Section 2. Shift Fire Battalion Chiefs~~Employees~~

A. Holiday Compensation

1. For each holiday listed in Section 1.A. of this Article, a shift Battalion Chief ~~full-time employee~~ shall receive twelve and six-tenths (12.6) hours of holiday pay in addition to their regular compensation. ~~2A-part time employee shall be paid at the rate of one and four-tenths (1.4) hours for each seven (7) hours of regularly scheduled work in the workweek to a maximum of twelve and six-tenths (12.6) hours of holiday pay.~~
2. ~~These e~~Employees shall be paid their holiday pay on the pay day following~~in~~ the pay period that the holiday occurs.
3. ~~Effective January 28, 2011, full-time e~~Employees who are ~~in on a~~ pay status during Pay Period #4 of each fiscal year, during the term of this ~~MOU~~Memorandum of Understanding, shall be provided seven and one half ~~and five-tenths~~ (7.5) hours of paid leave time at the end of the pay period. ~~Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, be provided three and seventy-five-hundredths (3.75) hours of paid leave. (12/02/10)~~
4. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay.

5. An employee who elects paid Authority retirement on a holiday shall be paid for the holiday.

~~B. Eligibility for Holiday Pay~~

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

Section 3. Staff Fire Battalion Chiefs~~Employees~~ and Fire Division Chiefs

A. Holiday Compensation

1. For each holiday listed in Section 1.A. of this Article, ~~each full-time employee~~ s 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 listed in Section 1.A. of this Article falls on the ~~a full-time~~ employee's regularly scheduled day off, the employee shall receive eight (8) hours of holiday pay computed at the employee's base hourly rate. ~~A part-time employee shall be paid one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of holiday pay.~~
3. When a holiday falls on a Sunday, the next day, ~~—~~ Monday, ~~—~~ shall be observed as the holiday.
4. When either Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.
5. Employees shall be paid ~~in their holiday pay on the pay day following~~ the pay period that the holiday occurs.

- ~~6. Effective January 28, 2011 full-time e~~Employees who are on a pay status during Pay Period #4 of each fiscal year, during the term of this ~~MOU~~Memorandum of Understanding, shall be provided for five (5) hours of paid leave time at the end of the pay period. ~~Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, be provided two and five-tenths (2.5) hours of paid leave. (12/02/10)~~
- ~~7. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday to receive holiday pay.~~
- ~~8. An employee who elects paid Authority retirement on a holiday shall be paid for the holiday.~~

~~B. Eligibility for Holiday Pay~~

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

C. Compensation for Work on Holidays

1. An employee who is required to work on a holiday ~~and who meets the eligibility requirements contained herein~~ shall, in addition to his/her regular pay, receive holiday pay for each hour worked on a holiday at a rate of one and five-tenths (1.5) times the employee's base hourly rate.

D. Holidays that fall during an employee's vacation period shall not be charged against the employee's vacation balance.

ARTICLE VII

REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

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

~~B.~~

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

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

1. In which the employee has not actually worked eighty (80) hours for staff employees and Fire Division Chiefs or one hundred twelve (112) hours for shift employees.
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, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. The amount of reimbursement for other personal property covered by this provision shall be the actual replacement value except that the reimbursement on a watch shall not exceed its functional value, and the limit on eyeglasses shall be the cost of lenses, plus the cost of basic frames.~~

Section 3. Tuition Reimbursement

A. ~~Full-time (regular, limited-term, and probationary) e~~Employees performing their jobs satisfactorily shall be eligible for tuition reimbursement at a maximum of one thousand two hundred fifty dollars (1250) each fiscal year. Eligibility shall be in accordance with Authority policy.

ARTICLE VIII

DISCIPLINARY AND PREDISCIPLINARY ACTIONS

Section 1. Reprimand or Denial of Performance Salary Increase

- A. No ~~regular, limited-term regular, or promotional probationary~~ employee shall receive a written reprimand ~~or denial of performance salary increase~~, except for reasonable cause.
- B. A written reprimand ~~or denial of performance salary increase~~ may be appealed through this appeal procedure. Such appeal shall be initiated at Step 1 of this procedure.

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

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

position) or reduction 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.

- D. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.
- E. An employee may represent himself/herself or may be represented by the Association in the disciplinary process.
- F. An employee and his/her representative shall receive written notice sustaining, modifying, or canceling a proposed discharge on or prior to the effective date of such action.
- G. An employee and his/her representative shall receive written notice either sustaining, modifying, or canceling a proposed suspension or reduction prior to the effective date of such action.
- H. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Section 3. of this Article.

Section 3. Right of Appeal

~~A. Suspension~~

- ~~1. No regular, limited term regular, or promotional probationary employee shall be suspended, except for reasonable cause.~~
- ~~2. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.~~
- ~~3. An appeal of suspension shall be initiated in accordance with Section 5. of this Article.~~

~~B. Reduction~~

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

Discharge

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

Section 4. Polygraph Examination

- A. No employee shall be compelled to submit to a polygraph examination. No disciplinary action ~~whatsoever~~ shall be taken against an employee for refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took, or refused to take a polygraph examination, unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take or refusal to take or the results of a polygraph examination be admissible in any proceeding pursuant to this ~~MOU~~Memorandum of Understanding, unless otherwise agreed to in writing by the parties.

Section 5. Appeal Procedure

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

1. STEP 1

- a. Reprimand ~~or Performance Salary Increase Denial~~—Fire Division Chief or Assistant Chief ~~/Department Head~~

Upon receipt of a reprimand ~~or denial of a performance salary increase~~, an employee may, within fourteen (14) calendar days of receipt of such reprimand notice, submit a request to the Human Resources Director, Fire Division Chief, or Assistant Chief/Department Head (if the action is against a Fire Division Chief) for a meeting ~~to address the matter~~. The Human Resources Director shall schedule a meeting with the appropriate Fire Division Chief or Assistant Chief/Department Head (if the action is against a Fire Division Chief) to hear the employee's presentation. After hearing the employee's presentation, the Fire Division Chief or Assistant Chief/Department Head shall issue a written determination within fourteen (14) calendar days.

- b. Suspension or Reduction in Salary, —Assistant Chief ~~/Department Head~~

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

2. STEP 2

- a. Reprimand ~~or Performance Salary Increase Denial~~—Assistant Chief ~~/Department Head or Deputy Fire Chief~~

If the employee does not agree with the outcome in Step 1, the employee may, within fourteen (14) calendar days of receipt of the Step 1 written determination, submit a written appeal to the Human Resources Director, Assistant Chief, ~~or Deputy Fire Chief (if the action is against a Fire Division Chief)~~. Within fourteen (14) calendar days of receipt of the appeal at Step 2, the appropriate Assistant Chief ~~/Department Head or Deputy Fire Chief~~ shall meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be provided to the appellant and his/her representative. The determination shall be final and binding and will not be referable to arbitration.

- b. Suspension/Reduction, Reduction in Salary or Probationary Release Alleging Discrimination or Discharge—Fire Chief or his/her designee. ~~or Deputy Fire Chief~~

Suspension or Reduction—If the employee does not agree with the outcome in Step 1, the employee may—within fourteen (14) calendar days of the receipt of the Step 1 written determination—submit a written appeal to the Human Resources Director. Within fourteen (14) calendar days of receipt of the appeal, the Fire Chief ~~or, if designated, the Deputy Fire Chief or designee~~ shall meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be provided to the appellant and his/her representative.

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

Section 6. Referrals to Arbitration

- A. If the suspension, reduction, or discharge is imposed by the Fire Chief, the employee may submit the matter directly to arbitration ~~in accordance with Section 6. of this Article.~~
- B. If the employee does not agree with the outcome at Step 2 (from Section 5 above) regarding a suspension, reduction, or discharge, the employee may appeal the matter to arbitration by submitting the appeal to the Human Resources Director within fourteen (14) calendar days from the date of receipt of such Step 2 decision. ~~As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the appeal.~~
- C. All disciplinary appeals shall be signed by the appellant or his/her representative of the Association and shall be submitted in writing.
- D. Finding of Facts and Remedies
 - 1. An arbitrator may sustain, modify, or rescind an appealed disciplinary action as follows and subject to the following restrictions:
 - a. All Disciplinary Actions
 - i. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he/she shall then determine if the disciplinary action imposed on the employee was appropriate. The arbitrator shall have the right, and the responsibility, to modify the discipline if, in his/her opinion, it is not appropriate.
 - b. Suspension/Reduction
 - i. If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent

with the arbitrator's decision and consistent with Section 6.E. of this Article.

c. Discharges

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

E. Restriction on Remedies

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

~~F. Probationary Releases Alleging Discrimination~~

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

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

~~2. Findings of Facts and Remedies~~

- ~~a. In the event the arbitrator finds no discrimination, the appeal shall be denied, and the issue of remedy becomes moot.~~
- ~~b. In the event the arbitrator finds discrimination but also finds such discrimination was not a substantial cause of the employee's probationary release, the appeal shall be denied, and the issue of remedy becomes moot.~~
- ~~c. In the event the arbitrator finds discrimination and also finds such discrimination was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:~~
 - ~~• The probationary release may be sustained.~~

- ~~• The employee may be reinstated in a position in his/her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.~~
- ~~• The employee may be reinstated in a position in his/her former class with full back pay and benefits for all the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.~~

Section 7. General Provisions

- A. If the appeal is decided by an arbitrator, the appellant and his/her representative ~~shall~~ relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedures.
- B. The cost of an arbitrator shall be shared equally in all cases by the Authority and the appealing party, ~~except when the appealing party solely alleges discrimination, in which case, the Authority shall bear the full cost. When the appeal involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.~~
- C. Appeal hearings by an arbitrator shall be private.
- D. Arbitration appeal hearings for suspensions of less than forty (40) hours (if assigned to a staff position or as Fire Division Chief) or less than two (2) twenty-four (24) hour shifts (if assigned to a shift position) 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. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the Fire Chief.
- E. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Conciliation Service, ~~the American Arbitration Association~~, or some other agreed upon source. ~~Then, and each party shall alternately strike one (1) name from the list until only one (1) name remains.~~ The Association shall strike the first name.
- F. ~~Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the requested copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies but not soon enough to comply with the above time limits may be admitted, provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal. Both parties agree to provide any~~

documents (except for rebuttal documents) they plan to offer into evidence at least fourteen (14) days in advance of the disciplinary appeal hearing.

- G. Except for hearing appealing a termination, aAn employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.
- H. At the hearing, both the Association and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
 - 1. Testimony shall be provided under ~~Oral evidence shall be taken only on oath or affirmation.~~
 - 2. Each party shall have these rights: (1) to call and examine witnesses, (2) to introduce exhibits, (3) to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, (4) to impeach any witness regardless of which party first called the witness to testify, and (5) to rebut the evidence against the witness. If the employee does not testify in his/her own behalf, the employee may be called and examined as if under cross-examination.
- I. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted, if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule 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.
- J. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
- K. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. Scope of Grievances

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

Section 2. Basic Rules

- A. If an employee does not present a grievance or does not appeal the decision rendered regarding his/her grievance within the time limits, the grievance shall be considered resolved.
- B. If an Authority representative does not render a decision to the employee within the time limits, the employee may, within fourteen (14) calendar days thereafter, appeal to the next step in the procedure.
- C. If it is the judgment of any management representative that he/she does not have the authority to resolve the grievance, he/she may refer it to the next step in the procedure. By mutual agreement of the Authority and the Association, Step 1 of the grievance procedure may be waived.
- D. Upon prior written consent of the parties (i.e., the representatives of the Authority and the employee or his/her representative), the time limits at any step in the procedure may be extended.
- E. Every reasonable effort shall be made by the employee and the Authority to resolve a grievance at the lowest possible step in the grievance procedure.

~~F. No claim shall be granted for retroactive adjustment of any grievance prior to ninety (90) calendar days from the date of filing the written grievance at Step 1.~~

~~G.F.~~ The Association shall have the right to a representative present throughout the grievance process.

~~H.G. In order to~~ To encourage candid discussion and compromise in attempting to resolve grievances, the Authority and the Association agree ~~that~~ the grievance files of the respective parties shall be confidential.

Section 3. Submission of Grievances

- A. Any employee or group of employees shall have the right to present a grievance. The Association shall have the right to file grievances on behalf of the general membership; however, when the Association files a grievance on behalf of the general membership, it shall provide the Authority with the names of individuals who have been adversely affected. The Association has the right to grieve ~~and arbitrate~~ issues that solely affect the rights of the Association. ~~No employee or group of employees shall be hindered from or disciplined for exercising this right.~~
- B. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the Authority must, collectively present and pursue their grievance if they report to the same immediate supervisor.
- C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the Authority, appoint one (1) or two (2) employees to speak for the collective group.

Section 4. Employee Representation

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

Section 5. Time Off for Processing Grievances

- A. Reasonable time off without loss of pay shall be given to:
 - 1. An employee who has a grievance, in order to attend a meeting with his/her supervisor or other person with authority to resolve the matter, ~~as prescribed herein.~~
 - 2. An authorized grievance representative, in order to attend a meeting with the represented grievant's supervisor or other person with authority to resolve the grievance, ~~as prescribed herein,~~ or to obtain facts concerning the action grieved through discussion with the grievant or other employees.

- B. ~~A grievant must get permission from the person to whom he/she she reports before leaving his/her job to perform any work related to the grievance. Permission will be granted if the demands of the job do not prevent it at that time. If that is the case, the employee's supervisor will grant such permission at a reasonable time in the near future. The following restrictions shall apply in all cases to activity authorized in Section 5.A. of this Article:~~

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

Section 6. Informal Discussion

- A. ~~If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.~~

Section 7. Formal Grievance Steps

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

1. STEP 1: Fire Division Chief or Assistant Chief/Department Head

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

Section 8. Referrals to Mediation

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

Section 9. Referrals to Arbitration

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

Section 10. General Provisions

- ~~A. If the grievance is decided by an arbitrator, the grievant and his/her representative shall relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedures.~~
- B. The cost of an arbitrator shall be shared equally in all cases by the Authority and the appealing party as noted in B.1 and B.2, of this section. ~~An exception is when the appealing party solely alleges discrimination in which case, the Authority shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.~~
- C. Grievance hearings by an arbitrator shall be private.
- D. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Conciliation Service, ~~the American Arbitration Association,~~ or some other agreed upon source and, each party shall alternately strike one (1) name from the list until only one (1) name remains.
- ~~E. Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies—but not soon enough to comply with the above time limits—may be admitted, provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal. Both parties agree to provide any documents (except for rebuttal documents) they plan to offer into evidence at least 14 days in advance of the grievance appeal hearing.~~

~~F.E.~~ An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.

~~G.F.~~ At the hearing, both the Association and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:

1. ~~Testimony shall be provided under Oral evidence shall be taken only on oath or affirmation.~~

2. Each party shall have these rights: (1) to call and examine witnesses, (2) to introduce exhibits, (3) to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, (4) to impeach any witness regardless of which party first called the witness to testify, and (5) to rebut the evidence against the witness. If the employee does not testify in his/her own behalf, the employee may be called and examined as if under cross-examination.

H. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule 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.

I. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.

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

ARTICLE X

LAYOFF PROCEDURE

Section 1. General Provisions

- ~~A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.~~
- ~~B. Section 6., Reinstatement Lists, and Section 7., Status on Reinstatement, of this Article shall not apply if the Authority has a written agreement with an employer, public or private, that guarantees the Authority employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by Authority employees and the new employer does make such an offer in writing to the employee.~~
- ~~C. This procedure shall not apply to employees who have special or unique knowledge or skills that are of special value in the operation of the Authority business.~~

Section 2. Order of Layoff

- A. The Authority may abolish a position because of change in duties or organization or shortage of work or funds, which, ~~in turn,~~ may require the layoff of one (1) or more employees. When a layoff is implemented, employees ~~in regular positions and those occupying limited term positions at the direction of the Fire Chief~~ shall be laid off in an order based on consideration of:
 - 1. Employment status
 - a. Except as provided in Section 1.C. of this Article, all new probationary employees and employees on temporary promotion shall be removed from the class.
 - 2. Past performance
 - a. Any employee whose last regularly scheduled performance evaluation was rated "Substandard" as provided in Article IX, Section 1.A., and who has received a subsequent interim performance evaluation rated "Substandard" shall be subject to layoff before employees subject to Section 2.A.3. of this Article.
 - 3. Length of continuous service
 - a. After all new probationary employees, employees on temporary promotion, and employees subject to layoff under Section 2.A.2. of this Article have been removed from a classification within a layoff unit, the employee with the lowest number of service hours within the classification shall be subject to layoff first. When two (2) or more employees have the same number of service hours in the classification, the employee with the lowest number of total service hours shall be subject to layoff first. ~~(09/28/06)~~

- b. Employees transitioned to the Authority from another public fire service agency in Orange County, pursuant to a contractual agreement for the Authority to provide fire services previously provided by the other public fire service agency, may be provided service hours for their employment with the other public fire service agency, for layoff purposes, to the extent permitted by the Agreement set forth in Appendix B. ~~Such seniority shall not be applicable to any other provisions within this Memorandum of Understanding, unless otherwise specifically provided for.~~
- B. Layoffs shall be made by class within the Authority.
- C. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his/her former class and shall be subject to layoff in accordance with this procedure.

Section 3. Notification of Employees

- A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work, whenever practicable.
- B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the workforce is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 4 of this Article.
- C. The notice of layoff shall include ~~(1) the reason for the layoff,~~ (2) the proposed effective date of the layoff, (3) the employee's hire date, (4) the employee's service hours, ~~(5) a list of classes in the employee's occupational series within the layoff unit,~~ (6) the employee's rights under Sections 4. and 5. of this Article, and (7) the right of the employee to advise the Authority of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

Section 4. Voluntary Reduction in Lieu of Layoff

- A. ~~An promotional probationary or regular~~ employee who is subject to layoff may request a reduction to a lower class ~~within the same occupational series in the layoff unit,~~ provided the employee possesses the minimum qualifications for the class, has served in and passed probation in that class with the Authority or a predecessor employer, and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer service hours than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of service hours shall be subject to layoff.
- B. 1. Employees who receive notice of layoff shall have five (5) calendar days ~~by personal service at work shall have until the end of their third regularly~~

~~scheduled day of work, following actual receipt of the notice, to notify the Authority in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the Authority in writing of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.~~

~~2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the employee is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following the date of proof of service by mail, to notify the Authority of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.~~

~~3.2.~~ Failure by an employee to respond to the Authority pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.

~~4.3.~~ No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

Section 5. Voluntary Reduction From Classes Designated as Vulnerable to Layoff

~~A. An employee in a class designated by the Authority as vulnerable to layoff may request a voluntary reduction to any class, provided the employee possesses the minimum qualifications for the class, has served in and passed probation in that class with the Authority or a predecessor employer, and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on AUTHORITY REINSTATEMENT LISTS pursuant to Section 6.A.3. of this Article.~~

Section 6. Reinstatement Lists

~~A. The following persons shall be placed on AUTHORITY REINSTATEMENT LISTS as provided in Sections 6.A.1., 6.A.2., and 6.A.3. of this Article in the order of their respective service hours with the person having the largest number of service hours listed first, except that employees laid off pursuant to Section 2.A.2. of this Article shall be placed in service hours order after all other employees:~~

~~1. Persons Laid Off—The names of persons laid off shall be placed on a REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.~~

~~2. Persons Exercising Their Rights Under Section 4. of this Article—The names of persons who exercise their rights under Section 4. of this Article~~

~~shall be placed on a REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.~~

~~3. Persons Who Voluntarily Reduce Under the Provisions of Section 5. of this Article—The names of persons who were voluntarily reduced under the provisions of Section 5. of this Article shall be placed on a REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such Lists.~~

~~4. Positions to be filled shall be offered first to persons on the REINSTATEMENT LIST for that class, starting at the top of the List. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications for the class, have served in and passed probation in that class with the Authority or a predecessor employer, and pass any required performance tests for that class.~~

~~B. Names of persons placed on the REINSTATEMENT LIST shall remain on the List for two (2) years, except that:~~

~~1. A person who, on two (2) separate occasions, rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the Lists for that class.~~

~~2. A person who, on three (3) separate occasions, declines referral for interviews in a particular class shall be removed from the Lists for that class.~~

~~3. A person who retires from the Authority shall be removed from all Lists.~~

~~C. The Lists shall be extended for a period not to exceed one (1) year, if requested by either the Authority or the Association prior to thirty (30) days before the Lists' expiration dates.~~

~~D. REINSTATEMENT LISTS shall be available to the Association and affected employees upon reasonable request.~~

Section 7. Status on Reinstatement

A. An employee who has been laid off under the provisions of this Article and subsequently reinstated ~~in a regular or limited term position~~ within a two (2) year period from the date of his/her layoff shall receive the following considerations and benefits:

1. All sick leave credited to the employee's account when laid off shall be restored.

2. All service hours held upon layoff shall be restored.

3. All prior service shall be credited for the purpose of determining ~~sick~~ Sick leave and vacation earning rates and service awards.

4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay, except that a probation period shall be established as determined by Article III, Section 3.B., if reinstatement is in a higher class or an occupational series different from that employed in at the time of layoff.

~~B. An employee who has voluntarily reduced under the provisions of this Article and subsequently is reinstated in a regular or limited term position in the class from which the employee reduced within a two (2) year period from the date of reduction shall receive the following considerations:~~

~~1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay or at the same point/rate on the salary range as the employee's salary in the lower class, whichever is higher.~~

~~2. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.~~

C. When an employee is reduced under the provisions of this Article and is subsequently reemployedreinstated in a class higher than the one from which the employee was reduced, the employee shall be deemed returned to the class from which the employee had been reduced as provided above, and the employee's salary, ~~and~~ probation period, and merit increase eligibility date shall be determined by treating the employee as though he/she is being promoted from such class.

ARTICLE XI

ON THE JOB INJURIES, WORKERS' COMPENSATION

Section 1. Medical Treatment

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

Section 2. Disability Payments and Leave

~~A. Employees Eligible for 4850 Benefits~~

~~1. Disability Payments and Leave~~

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

2.1. Exhaustion of 4850 Benefits

- a. When an employee has exhausted all rights and benefits provided by California Labor Code Section 4850 and he/she continues to be unable to return to work due to an injury or disease arising out of and in the course of Authority employment, such employee shall be treated in the following manner:
- i. He/she shall be entitled to all benefits provided by California Workers' Compensation Law; and
 - ii. He/she shall be placed on Workers' Compensation Leave; and
 - iii. All sick leave, compensatory time, and vacation shall be added—at the employee's option—to the workers' compensation temporary disability benefit, if eligible for such benefit, which shall equal one hundred (100) percent of the employee's base salary until such accruals are exhausted; or
 - iv. If the employee is not eligible for temporary disability or exhausts his/her temporary disability benefit—at the employee's option—such accruals shall be continued until they are exhausted. An election to continue accruals shall be irrevocable.
 - v. Upon exhaustion of all sick leave, compensatory time, and vacation, the employee shall not accrue sick leave or vacation for the remainder of Workers' Compensation Leave.

- vi. The probation period of any employee who receives workers' compensation benefits shall be extended by the length of time he/she receives such benefits, except that the first fifteen (15) consecutive calendar days of benefits shall be considered Authority service for completion of the probation period.
- vii. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of Authority seniority and determination of sick leave and vacation earning rates.

~~B. Employees Not Eligible for 4850 Benefits~~

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

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

Section 3. Exposure to Contagious Diseases

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

ARTICLE XII

SAFETY

Section 1. General Provisions

- A. The Authority shall make reasonable efforts to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment, and conditions and shall report any such unsafe practices, equipment, or conditions to their immediate supervisors. ~~Employees shall follow safe practices and shall obey reasonable safety rules during the hours of their employment.~~
- B. Any employee who either does not receive an answer to a safety-related question from his/her supervisor within three (3) calendar days or receives an answer the employee deems unsatisfactory, may directly contact the designated Authority Safety Officer.
- C. Any employee who is directed to perform a task that the employee, in good faith, feels is unsafe may request an immediate investigation from the designated Authority Safety Officer. During the period the designated Authority Safety Officer is conducting an investigation, the employee shall be assigned to other work at no loss of earnings. If the task is ruled to be safe by the designated Authority Safety Officer, the employee shall be required to perform the duties assigned.
- D. In accordance with OCFA Standard Operating Procedure AM 115.02, the Authority shall establish guidelines to notify the investigative team, which shall include a designated Association representative, of the existence of a serious injury or fatality involving an employee and to secure the scene until such time as the investigative team can conduct an investigation of the serious injury or fatality. This would involve securing the equipment directly involved, the immediate area to the incident, and the apparatus directly involved.
- E. The Authority shall furnish all equipment that is necessary for employees to perform their jobs in a safe manner.
- F. Wherever practicable, the Authority shall provide the necessary first aid kits in Authority facilities.
- G. Wherever practicable, the Authority shall provide first aid training for one (1) employee at each new work location.

Section 2. Safety Inspection

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

Section 3. Safety Representative

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

Section 4. Resolution of Safety or Health Complaints

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

Section 5. Abatement of Violations

In any instance in which the Authority is cited for a violation of California OSHA, the Authority shall abate the cited hazard to health or safety within the abatement period required.

ARTICLE XIII

INSURANCE

Section 1. CalPERS Health Care

- A. The Authority shall continue to maintain its contract with the California Public Employees Retirement System (CalPERS) for employees' health care coverage.
- B. Except as provided in Sections 1.C.1. and 1.C.2. of this Article, the Authority shall contribute towards the payment of health care premiums, under the CalPERS Health Benefits Plan, on behalf of each eligible active employee and each eligible retiree, an equal contribution as set forth in California Government Code 22892. (09/28/06)
- C. The Authority ~~has~~ shall continue to maintain its a Section 125 Cafeteria Plan for ~~active-eligible~~ employees and pays the following amounts for employees' health care coverage and other benefits:
1. Except as modified in Section 1.D. of this Article, each ~~full-time (regular, limited term, or probationary)~~ employee shall receive (as a contribution to the cafeteria plan) the dollar value of one hundred (100) percent of the employee's health plan premium or seventy-five (75) percent of the total health plan premium selected by the employee, whichever is greater. That amount shall include the CalPERS statutory minimum amount the contribution towards the employee's Cafeteria Plan as set forth in the California Government Code Section 22892. The employee may elect to contribute the entire value to his/her health care premium (i.e., the Authority's cafeteria plan contribution on behalf of the employee) or allocate a portion of the value to other benefits offered under the ~~C~~cafeteria ~~P~~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. (09/28/06)
 2. ~~Except as modified in Section 1.D. of this Article, each part-time (regular, limited term, or probationary) employee shall receive the dollar value of fifty (50) percent of the employee's health plan premium or thirty-seven and five-tenths (37.5) percent of the total health plan premium selected by the employee, whichever is greater and which amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892, provided the employee's normal workweek consists of at least twenty (20) hours. Health care coverage and other benefits provided as part of the Cafeteria Plan shall be terminated for any employee whose normal workweek is reduced to less than twenty (20) hours. 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. (09/28/06)~~

~~D. For employees who are on approved Family Leave pursuant to Article V, Section 12., and applicable law, the Authority shall continue to pay health insurance premiums as provided in Sections 1.C.1. and 1.C.2. of this Article, to the extent required by applicable law.~~

D. Upon showing sufficient proof of alternate group health care coverage, other than an Authority funded or administered plan, such as a certificate of coverage, an ~~full-time or part-time (regular, limited term, or probationary)~~ employee shall be entitled to a fifty-five (55) dollars biweekly credit to his/her ~~Cafeteria Plan~~, in lieu of the amount provided in Sections 1.C.1. and 1.C.2. of this Article. This credit may be applied towards benefits under the ~~Cafeteria Plan~~, including accidental death and dismemberment insurance or miscellaneous pay. (09/28/06)

E. At any time during the term of the MOU, the parties agree that the Authority may reopen negotiations related to the impact of the Affordable Care Act.

Section 2. Health Plan Enrollment

A. 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 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 of the Health Benefits Enrollment form to the Authority. (09/28/06)

B. 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 the California Government Code Section 22892.~~ (09/28/06)

~~C. An employee shall be given the opportunity to enroll in a medical plan or to change medical plans on the effective date of his/her retirement.~~ (09/28/06)

~~D. In all health plans, the Authority shall provide a minimum one (1) month period, each fiscal year, for open enrollment of employees, employees' dependents, and retirees.~~

~~E.C.~~ Two (2) full-time employees married to each other who elect coverage in the same health plan shall be enrolled as employee and dependent. Such employees shall have the full cost of coverage for employee and dependents paid by the Authority. Employees shall not, however, be enrolled simultaneously in an Authority health care plan and a health plan administered by the Orange County Professional Firefighters Association, Local 3631, as either an employee or dependent.

Section 3. Other Insurance Coverage

A. The Authority shall provide to all full-time ~~(regular, regular limited term, and probationary)~~ employees the following:

1. Short-term disability insurance coverage, at no cost to the employee, to provide, after sick leave is exhausted, sixty (60) percent of salary per month for up to one (1) year for a certified non-occupational injury or illness. Coverage shall also provide for continuation of the Authority's share of premiums for health, dental, and life insurance benefits while the employee is on ~~Official Leave~~ for Non-Occupational Disability for up to one (1) year from the effective date of disability.
2. Long-term disability insurance coverage, at no cost to the employee, to provide up to sixty (60) percent of salary per month.
3. 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.
(09/28/06)
 - a. Employees shall have the option to purchase additional life and accidental death and dismemberment coverage, including dependent coverage.
4. Dental and orthodontia insurance coverage, at no cost to the employee, for the employee and dependents.
5. Vision care insurance coverage, at no cost to the employee, for the employee and dependents.
6. The Authority shall administer a Dependent Care Assistance Program that allows employees to take advantage of a salary reduction program to pay for dependent care as permitted in the Internal Revenue Code.

Section 4. Premium Only Plan

- A. The Authority shall administer a Premium Only Plan (POP) that will allow an employee to pay for health insurance premiums on a pre-tax basis —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.~~

Section 5. Retiree Medical Insurance Grant ("Defined Benefit Plan")

- A. Retiree Medical Insurance Grant
 1. The Authority shall administer a Retiree Medical Insurance Grant plan, which will also be referred to herein as a "defined benefit plan," for employees who have retired or terminated from Authority ~~employment~~SERVICE and who meet the eligibility requirements as set forth in Section 5.B. of this Article. ~~(09/28/06)~~
 2. Upon paid Authority retirement, an eligible retiree who has enrolled in a "qualified health plan" (as defined in the Authority Retiree Medical Plan effective January 1, 1997) or in Medicare as stated in the Retiree Medical Plan and required by the "qualified health plan" shall receive a Retiree Medical Insurance Grant. ~~(09/28/06)~~

3. An eligible former employee who terminated from Authority service prior to retirement, who is fifty-five (55) years of age or older, and who is enrolled in a recognized health plan or Medicare as stated in the Retiree Medical Plan and required by the "recognized health plan" shall receive a Retiree Medical Insurance Grant. ~~-(09/28/06)~~
4. The Retiree Medical Insurance Grant may be applied only 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 5.A.4.a., 5.A.4.b., and 5.A.4.c., of this Article. ~~-(09/28/06)~~
 - a. Effective January 1, 20~~16~~07, the Retiree Medical Insurance Grant shall be an amount based on twenty-five dollars and fifty cents (\$25.50) ~~sixteen (16) dollars and ninety three (93) cents~~ per month for each full year of service to a maximum of six hundred and thirty-seven dollars and fifty cents (\$637.50) ~~four hundred twenty three (423) dollars and twenty five (25) cents~~ per month. On January 1 of each calendar year, the amount of such Retiree Medical Insurance Grant shall be adjusted by the average percentage increase in Authority health plan premiums no later than the effective dates of such increase, not to exceed five (5) percent per year. In no case shall the Retiree Medical Insurance Grant exceed the actual cost of the health insurance and/or Medicare premiums. ~~-(09/28/06)~~
 - b. All Authority employees who retire from the Authority and become eligible for a Retiree Medical Insurance Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in an Authority "qualified health plan" and shall have ninety (90) days after attaining age sixty-five (65) to enroll in Medicare. Should a retiree fail to enroll in either a "qualified health plan" or Medicare during the aforementioned periods or should he/she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Retiree Medical Insurance Grant. ~~-(09/28/06)~~
 - c. All former employees who did not retire from the Authority and who are eligible for a Retiree Medical Insurance Grant shall not receive the Grant until such employees reach age fifty-five (55) and request the Authority to commence distribution of the Grant no later than ninety (90) days from the former employee's 55th birthday. Upon such request, the eligible former employees must show proof of enrollment in a recognized health plan. A reimbursement for a portion of the cost of premiums will be provided to the eligible former employees in accordance with the Retiree Medical Plan provisions. The eligible former employees will be required to provide the Authority with a copy of the premium bill and cancelled check or other recognized proof of payment for reimbursement. ~~-(09/28/06)~~

B. Eligibility Requirements for Retiree Medical Insurance Grant

1. Retiree must be actively retired from the Authority and receiving a monthly retirement allowance from the Orange County Employees Retirement

System (OCERS). An eligible former employee must be at least age fifty-five (55) and enrolled in a recognized health plan. (09/28/06)

2. Only employees hired before January 1, 2007, shall be eligible to participate in the Retiree Medical Insurance Grant Plan. (09/28/06)
3. Retiree or eligible former employee must have retired or terminated employment with the Authority with at least one (1) year~~s~~ of service (2,080 hours), except as provided in Section 5.B.3.a., b., and c. of this Article. (09/28/06)
 - a. A retiree of the Authority who receives a service-connected disability retirement from OCERS shall be eligible for a Retiree Medical Insurance Grant equal to either ten (10) years of service or actual years of service, whichever is greater.
 - b. A retiree who receives a non-service connected disability retirement shall be eligible for a Retiree Medical Insurance Grant based on actual years of service. (09/28/06)
 - c. A separated employee who is less than fifty-five (55) years of age or is under normal retirement age who has requested a service or non-service connected disability retirement shall not be eligible to receive the Retiree Medical Insurance Grant until a determination of disability status is made by the Board of Retirement. (09/28/06)
4. All eligible retirees, eligible former employees, and enrolled dependents who are 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. (09/28/06)
5. Deferred Retirement
 - a. An employee who, upon separation from Authority employment~~SERVICE~~, is eligible for paid retirement and elects deferred retirement must defer participation in the Retiree Medical Insurance Grant until such time as he/she becomes an active retiree. 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 employment~~SERVICE~~. (09/28/06)
 - b. An employee with one (1) year of employment~~SERVICE~~ (2,080 hours), who is not eligible for paid retirement at the time he/she separates from Authority service and elects deferred retirement status, shall not become eligible for participation in the Retiree Medical Insurance Grant until he/she becomes fifty-five (55) years of age. (09/28/06)
6. For purposes of this section, a full year of employment~~SERVICE~~ shall mean those regular hours of SERVICE-employment the employee worked as a regular, limited-term, and/or probationary employee. Two thousand

eighty (2,080) regular hours, exclusive of overtime, shall equal one (1) full year of employmentSERVICE for a staff employee_ or Fire Division Chief. Two thousand nine hundred twelve (2,912) hours, exclusive of overtime, shall equal one (1) full year of serviceSERVICE for a shift employee.

~~E. Employer Contribution~~

~~1. The Authority will contribute one million two hundred thousand dollars (\$1.2 million) each year, or at such earlier date as determined by the Board of Directors, during the term of this Agreement. OCFA's total contribution shall not exceed six million dollars (\$6 million). This annual contribution is made on behalf of all OCFA participating employees, not just the ones in this bargaining unit. (09/28/06)~~

C. Employee Contribution

1. ~~Effective January 2007 (Pay Period #3), all regular, limited term, and probationary All employees hired before January 1, 2007, shall contribute four (4) percent (4%) of their base rate of paysalary, exclusive of overtime and premium pay, through a payroll deduction to the Authority to be applied to the Plan. (09/28/06)~~

D. Survivor Benefits

1. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty ~~(50)~~ percent (50%) of the Retiree Medical Insurance Grant authorized for the retiree. ~~(09/28/06)~~
2. A surviving eligible retiree or eligible former employee who qualifies for a monthly retirement allowance and who was married to a retiree or eligible former employee who was also eligible for a Retiree Medical Insurance Grant shall receive the survivor benefit described in Section 5.E.1. of this Article or his/her own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants. ~~(09/28/06)~~

Section 6. Defined Contribution Plan for Retiree Medical Benefits ~~(09/28/06)~~

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

Section 7. Physical Examination

- A. The Authority shall provide for a full-time employee a voluntary annual physical examination by an Authority-designated physician at no cost to the employee.

Section 8. Optional Benefit Plan (OBP)

- A. Each eligible employee shall be entitled to select benefits from those listed below at a cost to the Authority not to exceed the amounts shown in Sections 7.A.1. and 7.A.2. of this Article.

- 1. For employees in the Fire Division Chief classification, the OBP amount shall be two thousand one hundred dollars (~~\$~~2,100) each calendar year period.
- 2. For employees in the Fire Battalion Chief classification, the OBP amount shall be one thousand nine hundred dollars (~~\$~~1,900) each calendar year period.

~~Note: Fire Management Unit employees shall receive such additional or increased benefits that may be subsequently adopted under this Section for Administrative Management employees.~~

- B. The purpose of the OBP is to provide options to individual employees to best meet the needs of themselves and dependents while relieving the employee of external influences that might impair his/her performance. OBP options include the following two (2) benefits categories:

- 1. Cash (taxable)
- 2. Health/accident
 - a. Health programs (employee and/or dependents) such as smoking cessation; stress reduction; and physical, mental, and/or emotional health-related counseling for individual and/or family not covered or partially covered through existing plans.
 - b. Employee's share of Authority insurance premiums (employee and/or dependents). Also includes payment of accidental death and dismemberment coverage for employee and dependents available through the Authority.
 - c. Health care, vision, and/or dental (employee and/or dependents) excluded or partially excluded under the Authority's insurance plans. Examples of items covered under this provision include deductibles, eye care, lenses, and frames.

- C. OBP shall be administered in accordance with the stated purpose. To be eligible, each employee must file an Intent to Participate form in accordance with provided instructions. If an employee does not file an Intent to Participate form prior to the commencement of the OBP, the employee's eligibility date shall be the first of the month following the date the employee files the Intent to Participate form. The amount available to the employee shall be prorated based on month(s) of eligibility. An employee's designations are irrevocable, unless he/she has a change in family status. Eligible expenses must be

incurred during an OBP period in which an employee is eligible and has sufficient fund balance to cover the expense. Claims may be filed at anytime during the plan period, and all claims must be filed no later than two (2) months following the close of the OBP period. Upon approval and required written authorization, payment shall be made.

- D. ~~Eligibility~~An—~~a regular, limited term, or probationary~~ employee is eligible to receive the OBP, provided he/she is continuously employed in a ~~regular~~ full-time capacity. Employees hired or promoted after the commencement of an OBP shall be eligible for the OBP on a prorated basis the first day of the month following the twenty-eighth day in ~~the unit~~a Fire Management Unit classification.
- E. Any portion of the optional benefit not incurred within the OBP period shall remain Authority funds.
- F. Claims shall be made on forms authorized by the Human Resources Director on which claimant declares the category of service received as defined in the OBP, the dates the expenses were incurred by the claimant or eligible dependents, by whom service was provided, and the amount being claimed. Claims shall be paid when submitted with a declaration under penalty of perjury signed by the claimant and approved. Only those claims that are accompanied by documentation that an eligible expense has been incurred during the OBP period shall be approved.

Section 9. OCFACOA Supplemental Retiree Medical Plan ~~(09/28/06)~~

- A.——The Authority will deduct from all ~~regular, limited term, part time (at least twenty [20] hours per week), and probationary~~ employees an amount from their base salary to be deposited into a Supplemental Retiree Medical Plan Trust administered by the Orange County Professional Firefighters Association. This action shall be taken in accordance with the OCFACOA Supplemental Retiree Medical Plan Agreement found in Appendix B of this Memorandum of Understanding. ~~(09/28/06)~~

ARTICLE XIV

UNIFORMS, PROPERTY, SERVICES, AND EQUIPMENT

Section 1. Uniforms

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

Section 2. Turnout Clothing and Equipment

- A. The Authority shall provide, replace as required, and maintain the following:
1. Turnout clothing and equipment;
 2. Necessary cooking, food refrigeration, and housekeeping equipment, including cooking and eating utensils; and
 3. Necessary community linen supplies and blankets, including laundry.
 4. A cold weather uniform jacket approved by the Authority.

ARTICLE XV

RETIREMENT

Section 1. Eligibility

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

Section 2. Employer's Contribution

For Employees hired Before January 1, 2013 and for Employees hired on or After January 1, 2013 who are considered "Legacy Members" of OCERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA): The Authority will pay the amount of the employee's share of retirement contribution that is not paid by the employee per Section 5 of this Article.

Section 3. Final Compensation

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

Section 4. 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 Board of Supervisors.

Section 5. Retirement Formulas And Employee Contributions

A. Retirement Formula:

1. Employees Hired Prior to June 30, 2012: These Employees shall receive the three percent at fifty (3% at 50) retirement formula as per California Government Code Section 31664.1.
2. Employees Hired On or After July 1, 2012 Who Are Not Defined As "New Members" Under the Public Employees' Pension Reform Act of 2013: These Employees shall receive the three percent at fifty-five (3% at 55) retirement formula as per California Government Code Section 31664.2.

B. Employee Contributions To the Retirement System

1. Effective in the pay period which includes July 1, 2016, the deduction from the employee's compensation earnable is twelve and one half percent

(12.5%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than twelve and one half percent (12.5%).

2. Effective in the pay period which includes July 1, 2017, employees shall pay up to fifteen and ninety-nine one hundredths percent (15.99%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than fifteen and ninety-nine one hundredths percent (15.99%).
3. Effective in the pay period which includes July 1, 2018, employees shall pay up to nineteen and twenty-nine one hundredths percent (19.29%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than nineteen and twenty-nine one hundredths percent (19.29%).
4. Effective in the pay period which includes July 1, 2019, employees shall pay up to twenty and twenty-two one hundredths percent (20.22%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than twenty and twenty-two one hundredths percent (20.22%).
5. At any time beyond June 30, 2020, if there are increases to the maximum employee contribution to OCERS, employees in the unit will pay their maximum employee contribution based on age of entry into OCERS ~~those employee contributions subject to contribution limits dictated by PEPPRA and the corresponding amended sections of the 1937 Act that OCERS operates under.~~
6. The contributions provided above shall continue during the employee's employment with the Authority, or until such time that the employee qualifies under GC 31664.1(c).

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

1. The retirement formula will be the "2.7% at 57" retirement formula per Government Code section 7522.25(d), utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation, including employee contributions and other pension related conditions are governed by the provisions of the law.

ARTICLE XVI

DEFERRED COMPENSATION

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

Advisory Deferred Compensation Committee

The parties shall maintain a standing joint labor/management advisory committee to oversee the deferred compensation program (which includes retiree health savings). The committee shall include two representatives from the Association. The committee chairperson shall be the current fiduciary of the OCFA deferred compensation plan. Meetings will be scheduled for January and July or on an as needed basis. The general purpose will be to review and make recommendations on the following matters:

1. Review and provide input on selection of independent deferred compensation consultants.
2. Review and provide input on the consultant's fund lineup recommendations.
3. Review and provide input on new plan features being offered.
4. Review and provide input on customer service and internal educational workshops for plan participants.
5. Review and provide input on service delivery of the current service contract.
6. Review and provide input on the future competitive bidding process for deferred compensation.

ARTICLE XVII

ASSOCIATION RIGHTS

Section 1. Payroll Deductions

- A. Membership dues of Association members in the Fire Management Unit shall be deducted by the Authority from the pay warrants of such members. The Authority shall promptly transmit the dues so deducted to the Association on a monthly basis.
- B. The Association shall notify the Authority, in writing, as to the amount of dues uniformly required of all members of the Association.

Section 2. Employee Information Listing

- A. Upon request, up to a maximum of two (2) times per calendar year, the Authority shall provide the Association with a complete and current listing of all employees in the Fire Management Unit. Such listings shall include employee name, job classification, section, base hourly rate, and hire date. ~~The Association agrees to pay all reasonable costs necessary to provide such lists.~~

~~Section 3. Use of Bulletin Boards~~

~~A. Space shall be made available to the Association on Authority bulletin boards within the Fire Management Unit, 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. Notices shall be dated and signed by the authorized representatives of the Association responsible for their issuance.~~

Section 4. Use of Authority Facilities

- A. The Association may, with the approval of the Human Resources Director, hold meetings of its members on Authority property during non-working hours, provided request is made to the Human Resources Director as to the specific location and dates of the meeting prior to such meeting.

ARTICLE XVIII

SEPARABILITY

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

ARTICLE XIX

MANAGEMENT RIGHTS

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

ARTICLE XX

RECOGNITION

Pursuant to the Employee Relations Resolution of the Orange County Fire Authority and applicable State law, the Orange County Fire Authority Chief Officers Association is the exclusively recognized employee organization for the Fire Management Unit as identified in Appendix A.

ARTICLE XXI

DEPENDENT CARE ASSISTANCE PROGRAM

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

ARTICLE XXII

POSITION CLASSIFICATION

Section 1. The Establishment of New Classes

- ~~B. The Authority shall provide the Association an information copy of the new class specification for any proposed class relevant to the Fire Management Unit. The Authority agrees to meet and confer with the Association in an attempt to reach agreement on the salary range and probation period for any such proposed class before submitting the class to the Board for adoption.~~

Section 2. Procedure for Requesting Reclassification of a Position

~~A. Step 1:~~

- ~~— An employee who believes his/her position is not properly classified may submit a written request to the Fire Chief that the Human Resources Director be requested to study the position.~~

~~B. Step 2:~~

~~If the matter is not resolved at Step 1, the employee may request that the Association request that the Human Resources Director conduct a study of the position.~~

ARTICLE XXI

TRANSFER OF FUNCTIONS

In the event the Authority plans to enter into any agreement with another public employer, ~~which~~^{that} involves the transfer of functions now being performed by employees in the Fire Management Unit, the Authority ~~shall~~^{will} advise such public employer of the existence and terms of this ~~MOU~~^{Memorandum of Understanding}. The Authority shall consult with the ~~Orange County Fire Authority Chief Officers~~ Association in a timely manner to discuss the impact on employees in the Fire Management Unit of such transfer functions.

COMPENSATION

Section 1. Base Salary Adjustments

- A. Effective on the first day of the pay period following Board approval of this MOU, employees in the Unit shall receive a four and one half percent (4.5%) base salary increase.
- B. Effective in the pay period including July 1, 2017 employees in the Unit shall receive a three and ninety-nine one hundredths percent (3.99%) base salary increase.
- C. Effective in the pay period including July 1, 2018, employees in the Unit shall receive a three and three-tenths percent (3.30%) base salary increase.
- D. Effective in the pay period including July 1, 2019, employees in the Unit shall receive a two and sixteen one hundredths percent (2.16%) base salary increase.

~~Section 2. Range Adjustment~~

- ~~A. Effective the first "full" pay period in September 2002 (Pay Period #20), the salary range for the classification of Fire Battalion Chief shall be adjusted as follows:~~
 - ~~1. The top of the salary range of Fire Battalion Chief shall be equal to and be maintained at approximately twenty-seven and five-tenths (27.5) percent above the top step of the salary range of Fire Captain. Adjustments to the range, when required, shall be made within the pay period that the range drops below the percentage stated in this provision.~~
 - ~~2. Employees shall receive salary adjustments equal to the percentage of the range adjustment described in Section 2.A.1. of this Article. The salary adjustment shall be effective the pay period in which the range adjustment impacts the employee.~~
- ~~C. Effective the first "full" pay period in September 2002 (Pay Period #20), the salary range for the classification of Fire Division Chief shall be adjusted as follows:~~
 - ~~1. The bottom of the salary range for Fire Division Chief shall be equal to and be maintained at the top of the salary range for Fire Battalion Chief.~~
 - ~~2.1. The top of the salary range of Fire Division Chief shall be equal to and be maintained at approximately thirteen and seventy-five-hundredths (13.75) percent above the bottom of the salary range established in Section 2.B.1. of this Article. Adjustments to the range, when required, shall be made within the pay period that the range drops below the percentage stated in this provision.~~
 - ~~3. Employees shall receive salary adjustments equal to the percentage of the range adjustment described in Section 2.B.2. of this Article. The salary~~

~~adjustment shall be effective the pay period in which the range adjustment impacts the employee.~~

Section 3. **Specialty Pay**

A. Bilingual Pay

1. Qualified employees who meet the following criteria, shall receive an additional twenty-five (25) cents per hour (approximately forty-three [43] dollars per month) for all hours actually paid:
 - a. 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
 - b. Other languages may qualify on a case-by-case basis.
 - c. The employee must be approved by the Human Resources Director as per Standard Operating Procedure AM SOP 103.02- HR.01.01.
2. Bilingual pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits as provided by law.
3. A bilingual employee may be called upon to speak or translate a second language at any time, as Authority needs dictate.
4. An employee shall not be eligible to receive ~~more than one (1) type of~~ bilingual pay- for more than one language concurrently.

B. Educational Incentive Pay

1. An ~~regular, limited term, or probationary~~ employee who has satisfactorily completed the equivalent of sixty (60) college-level semester units or has obtained a California State Fire Marshal Chief Officer Certification (or Chief Fire Officer after January 1, 2017) shall receive educational incentive pay of two and ~~one half five tenths (2.5)~~ percent (2.5%) of the employee's base salary per month, prorated on an hourly basis for all regular hours paid. ~~(12/02/10)~~
2. An ~~regular, limited term, or probationary~~ employee who has satisfactorily completed the equivalent of sixty (60) college-level semester units and has also obtained a California State Fire Marshal Chief Officer Certification, (or Chief Fire Officer after January 1, 2017) shall receive educational incentive pay of five ~~(5)~~ percent (5%) of the employee's base salary per month, prorated on an hourly basis for all regular hours paid. ~~(12/02/10)~~
3. An ~~regular, limited term, or probationary~~ employee who has obtained a Bachelor's degree or higher, or has obtained a National Fire Academy

Executive Fire Officer Certification (or Executive Chief Fire Officer after January 1, 2017), shall receive educational incentive pay of seven and one-half five-tenths (7.5) percent (7.5%) of the employee's base salary per month, prorated on an hourly basis for all regular hours paid. ~~(12/02/10)~~

4. The maximum attainable educational incentive pay is seven and one-half five-tenths (7.5) percent (7.5%) of base salary per month.
5. Educational incentive pay is not applied to overtime/backfill hours.
6. To receive educational incentive pay, the employee must:
 - a. Submit a written request to receive the educational incentive pay, and;
 - b. Submit proof of qualification satisfactory to the Human Resources Director (grade cards, transcripts, and/or other verification from an accredited college-level educational institution shall constitute satisfactory proof of qualification).
7. Payment of the educational incentive pay shall begin with the pay period following verification of the employee's eligibility.
8. The educational incentive pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits as provided by law.

C. Staff Assignment Pay

1. A Fire Battalion Chief assigned to a designated staff position shall receive staff assignment pay of ~~seven and~~ ten percent (10%) of the employee's base salary per month during such assignment, prorated on an hourly basis for all regular staff hours paid. A shift employee assigned to a light duty assignment shall not be eligible for staff assignment pay.
2. Staff assignment pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits as provided by law.

D. Duty Officer Compensation

1. The classification of Fire Division Chief shall be assigned as Duty Officer and shall receive duty officer compensation of seven and one half percent (7.5%) percent of the employee's base salary per month, prorated on an hourly basis for all regular hours paid. When a Fire Division Chief is substantially unable to respond to call back and perform the required duties of Duty Officer, he/she shall not receive the duty officer compensation. Temporary assignment and approved leaves shall not be considered as restricting receipt of duty officer compensation.
2. Duty officer compensation shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits as provided by law.

ARTICLE XXV

REOPENER

Section 1. Reopener

- ~~A. Upon request of either party, negotiations shall be reopened to consider the following items:~~
- ~~1. Should the Orange County Employees Retirement System make available the Retirement Benefit of "Three (3) percent at 50" or "Three (3) percent at 55," the parties shall discuss the viability of implementation.~~
 - ~~2. Should the Authority implement an alternative leave program for a majority of Authority employees, the Authority agrees to reopen negotiations with the Association for the sole purpose of considering alternative leave program as described herein.~~
 - ~~3. Upon request of the Authority, negotiations may be reopened during the term of this Agreement solely for the purpose of studying alternatives for retiree medical benefits provisions currently being provided by the Authority. If, however, the Authority provides alternative or increased retiree medical benefits to any other employee group, negotiations solely addressing the retiree medical benefit provisions shall be reopened at the request of the Association.~~
- ~~B. Both parties agree that changes involving the references above are subject to mutual agreement and shall not be unilaterally implemented.~~

ARTICLE XXVI

EFFECT OF AGREEMENT

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

CONTRACT SIGNATURES

Orange County Fire Authority Chief Officers Association

Cliff Bramlette
Chief Officers Association President

Mike Petro
Secretary

Dave Steffen
Director

Steve Edwards
Director

Dave Phillips
Business Agent

Orange County Fire Authority

Lori Zeller
Assistant Chief, Business Services

David Thomas
Assistant Chief, Operations

Brian Young
Assistant Chief, Organizational
Planning

Michael Schroeder
Assistant Chief, Support Services

Jim Ruane
Finance Manager/Auditor

Peter J. Brown
Labor Negotiator

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APPENDIX A

BARGAINING UNIT CLASSIFICATIONS

Classes included in the Fire Management Unit as of July 1, 2016:

<u>5805</u>	Fire Battalion Chief <u>Suppression</u>
<u>5806</u>	<u>Fire Battalion Chief Staff</u>
5807	Fire Division Chief

APPENDIX B

SIDE AGREEMENTS

- ~~Acknowledgement of Side Agreement Date Extension (12/02/10)~~
- ~~Employee Work Schedule Agreement (12/02/10)~~
- ~~Employee Work Schedule While Attending Training Agreement (09/28/06)~~
- OCFACOA Supplemental Retiree Medical Plan Agreement ~~(09/28/06)~~
- ~~Staff Fire Battalion Chief Assignments~~
- Transition of Employment Agreement
- ~~Government Codes Referenced in Article XV, Section 2 (12/02/10)~~

~~EMPLOYEE WORK SCHEDULE AGREEMENT~~
~~Between~~
~~ORANGE COUNTY FIRE AUTHORITY CHIEF OFFICERS ASSOCIATION~~
~~And~~
~~ORANGE COUNTY FIRE AUTHORITY~~
~~TERM OF THE AGREEMENT: December 2, 2010 THROUGH DECEMBER 11, 2015~~

~~The Orange County Fire Authority (OCFA) and the Orange County Fire Authority Chief Officers Association hereby agree to implement a one year pilot program for a 4/10 work schedule for employees in staff positions effective January 14, 2011, as follows:~~

- ~~A. Based on operational needs, the Authority shall determine which staff positions are eligible to work a 4/10 work schedule.~~
- ~~B. If a position is eligible to work a 4/10 work schedule, the employee occupying the position will be given the option to select the 4/10 work schedule or remain on his/her current work schedule.~~
- ~~C. Both parties agree that the Authority retains the right to terminate the 4/10 work schedule at any time based on operational needs.~~
- ~~D. Both parties agree that the Authority retains the right to selectively terminate an employee's 4/10 work schedule, if the Authority determines employee is not performing to expected standards and a different work schedule is warranted.~~
- ~~E. Upon the pilot program's one year completion, the OCFACOA President and the Fire Chief, or his/her designee, will meet and discuss the value of continuing the 4/10 work schedule. The Fire Chief shall retain sole discretion in deciding whether the 4/10 work schedule continues or is terminated.~~

~~The parties agree that this agreement and the implementation thereof will not be subject to Article IX - Grievance Procedure of the MOU, or otherwise appealed administratively or in a court of competent jurisdiction.~~

~~ORANGE COUNTY FIRE AUTHORITY~~

~~ORANGE COUNTY FIRE AUTHORITY CHIEF
OFFICERS ASSOCIATION~~

~~_____
Ren Blaul, Deputy Fire Chief~~

~~_____
Dave Phillips, OCFACOA Chief Negotiator~~

~~_____
Zenovy Jakymiw, Human Resources Director~~

~~_____
Brian Stephens, OCFACOA Representative~~

~~_____
Date~~

~~_____
Date~~

~~EMPLOYEE WORK SCHEDULE WHILE ATTENDING TRAINING AGREEMENT~~
~~Between~~
~~ORANGE COUNTY FIRE AUTHORITY CHIEF OFFICERS ASSOCIATION~~
~~And —~~
~~ORANGE COUNTY FIRE AUTHORITY~~
~~TERM OF THE AGREEMENT: SEPTEMBER 28, 2006 THROUGH DECEMBER 11, 2013~~
~~PAGE 1 OF 2~~

~~The Orange County Fire Authority (OCFA) and the Orange County Fire Authority Chief Officers Association hereby agree to resolve all issues concerning employees' work schedules while they are attending approved training in the following manner:~~

- ~~1. Shift (fifty-six (56) hour average duty week) employees who attend approved training within Orange County, or within reasonable travel distance of Orange County, on their normal duty day, shall receive their normal pay. They are expected to return to their duty station after class or arrange for time off, in advance, through normal procedure. The Authority will backfill for the employee for the period of training plus reasonable travel time. The Authority will make reasonable effort to release an employee who wishes to use his/her own compensated time off rather than return to duty.~~
- ~~2. Shift (fifty-six (56) hour average duty week) employees who attend approved training within Orange County, or within reasonable travel distance of Orange County, on their assigned off-duty day, shall be compensated for actual classroom time pursuant to Article I, Section 4.B of the Memorandum of Understanding.~~
- ~~3. Staff (forty (40) hour workweek) employees attending approved training shall be considered on duty and will be compensated at one and five tenths (1.5) times the employee's base hourly rate for any time worked in excess of their normal duty hours.~~
- ~~4. When an employee is attending approved training that is not within Orange County, or within a reasonable travel distance of Orange County for a period of time consisting of four (4) or less consecutive calendar days, the employee's normally assigned fifty-six (56) hour shift shall remain the same. The employee shall be compensated for actual class time plus reasonable travel time on their assigned off-duty day pursuant to Article I, Section 4.B of the Memorandum of Understanding.~~
- ~~5. When an employee is attending approved training that is not within Orange County, or within reasonable travel distance of Orange County for a period of time consisting of five (5) or more consecutive calendar days, the employee will be reassigned to a forty (40) hour workweek for the duration of the training. The Authority shall ensure that there is no loss of hours or compensation from the employee's normal salary due to the change from a fifty-six (56) hour average duty week to a forty (40) hour workweek.~~
- ~~6. Employees will be granted mileage reimbursement for either in-county or out-of-county training, as per the Authority's mileage reimbursement policy, when an Authority vehicle is not available. When applicable, the cost of air travel to the same location will determine the amount to be reimbursed (instead of mileage) at the discretion of the Authority.~~
- ~~7. The Authority will allow employees reasonable travel time to attend training.~~

~~ORANGE COUNTY FIRE AUTHORITY~~

~~ORANGE COUNTY FIRE AUTHORITY CHIEF
OFFICERS ASSOCIATION~~

Patrick L. Walker, Deputy Fire Chief

Ron Blaul, OCFACOA Chief Negotiator

Zenovy Jakymiw, Human Resources Director

Dave Phillips, OCFACOA Representative

Date

Date

**OCFACOA SUPPLEMENTAL RETIREE MEDICAL PLAN AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY CHIEF OFFICERS ASSOCIATION,
ORANGE COUNTY PROFESSIONAL FIREFIGHTERS ASSOCIATION-, IAFF LOCAL
3631
AND
ORANGE COUNTY FIRE AUTHORITY
TERM OF THE AGREEMENT-: SEPTEMBER 28, 2006 THROUGH June 30,
2020~~DECEMBER 11, 2013~~
PAGE 1 OF 2**

IN CONSIDERATION OF the mutual covenants, promises, and conditions set forth herein below and pursuant to Article XXV of the 2001-2013 Memorandum of Understanding (MOU) between the Orange County Fire Authority Chief Officers Association (OCFACOA), and the Orange County Fire Authority (Authority) the parties agree as follows:

1. The Authority will deduct from the biweekly pay of all regular, limited term, part-time (at least 20 hours per week) and probationary employees, who have elected to enroll in this program, an amount equal to the sum of one percent (1%) of top of the salary range for Fire Battalion Chief plus twelve (12) dollars biweekly to be deposited into a Supplemental Retiree Medical Plan trust fund, administered by the Orange County Professional Firefighters Association - Local 3631 (OCPFA), which will serve as a supplement for the Authority's Retiree Medical Benefit Program. The program will be identified as the OCFACOA Supplemental Retiree Medical Plan and will be separate and apart from the current OCFA Retiree Medical Program(s) and will be for the sole purpose set forth in Paragraphs 2 and 3.
2. Beginning April 2, 2004 (Pay Period 9), the OCPFA will administer a Supplemental Retiree Medical Plan benefit for (a) all enrolled members of the Fire Management Bargaining Unit and (b) all enrolled members leaving the bargaining unit who remain employed elsewhere by the Authority and who sign deduction authorization cards permitting an amount equal to the sum of one percent (1%) of the top of the salary range for Fire Battalion Chief plus twelve (12) dollars biweekly to be used for that purpose. "Enrolled members" means employees in those positions set forth in Appendix A of the Fire Management Unit MOU and any position subsequently added to the unit by action of the Authority Board of Directors, who sign deduction authorization cards pursuant to this agreement.
3. The Supplemental Retiree Medical Plan shall be used to provide cash payments to eligible employees who retire from the Authority on or after April 2, 2004 to be used solely for the purpose of reducing the retiree's cost of OCFA provided health insurance.
4. All costs of providing and administering this Plan shall be the sole responsibility of OCPFA and OCFACOA. Except for the obligation to transmit funds to the Supplemental Retiree Medical Plan Trust, the Authority shall not be responsible for any cost of providing or administering said Plan.
5. OCPFA shall provide the Authority with a copy of an annual audit of administering the Supplemental Retiree Medical Plan. The annual audit report shall include actual cost of the Supplemental Retiree Medical Plan, expenditures and details of how all funds are administered. All books and records related to the administration and provision of such Plan shall be available to audit and/or inspection by the Authority or its agents upon request and a 30-day notice.
6. OCPFA represents that it is or has created an Internal Revenue Code Section 501(c)(5) and/or (9) entity and that it has created a Voluntary Employees Beneficiary Association (VEBA) within the meaning of the Internal Revenue Code such that the one percent (1%) herein may be treated as non-taxable compensation. In entering this Agreement, the Authority is relying on said representation and on OCFACOA's and OCPFA's compliance with all laws and regulations relating to the provision of the benefits provided herein on a pre-tax basis.
7. OCPFA and OCFACOA shall defend, indemnify and hold the Authority, its Directors, Officers, Agents and employees harmless from any claims, costs or legal action arising out of, or in any way related to the Supplemental Retiree Medical Plan administered and/or provided pursuant to this Agreement. The Authority shall have the right to select counsel for any defense hereunder. "Claims, costs or legal

action” shall include, but not be limited to fees, penalties and damages claimed by employees, retirees or government agencies.

8. Any dividends paid, premiums refunded or other rebates or refunds made under any plan or policy shall be the property of the Authority; provided, however, that said funds will be transmitted to the OCPFA for the Retiree Medical Supplemental Plan trust fund purposes.
9. The provisions of this Agreement shall not be subject to the grievance and arbitration provisions of the Parties’ separate MOU.
10. This Agreement shall terminate upon the occurrence of any of the following events: (a) written request by OCPFA or OCFACOA, (b) dissolution of the trust fund or (c) cessation of trust fund benefits.
11. This Agreement is the entire, integrated agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements and discussions. The Parties also agree that no modification of this Agreement shall be valid unless it is in writing and signed by all of the Parties to this Agreement.
12. This Agreement shall not be construed in favor or against any party, regardless of which party drafted or participated in the drafting of its terms.
13. OCPFA represents that it is legally authorized to provide and administer the benefits as set forth in this agreement.

~~ORANGE COUNTY FIRE AUTHORITY~~

By: _____
_____~~Chip Prather, Fire Chief~~

Date: _____

~~APPROVED AS TO FORM:~~

~~TERRY C. ANDRUS
GENERAL COUNSEL~~

Date: _____

~~ORANGE COUNTY FIRE AUTHORITY
CHIEF OFFICERS ASSOCIATION~~

By: _____
_____~~Michael Boyle, President~~
_____~~OCFACOA~~

Date: _____

~~ORANGE COUNTY PROFESSIONAL
FIREFIGHTERS ASSOCIATION, LOCAL
3631~~

By: _____
_____~~Joe Kerr, President~~
_____~~OCPFA~~

Date: _____

~~STAFF FIRE BATTALION CHIEF ASSIGNMENTS AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY CHIEF OFFICERS ASSOCIATION
AND
ORANGE COUNTY FIRE AUTHORITY
TERM OF THE AGREEMENT : SEPTEMBER 28, 2006 THROUGH DECEMBER 11, 2013
PAGE 1 OF 2~~

~~The Orange County Fire Authority (hereinafter referred to as "OCFA") and the Orange County Fire Authority Chief Officers Association (hereinafter referred to as "OCFACOA") and together referred to as "parties" enter this Agreement to document the agreements reached by both parties during a meet and confer session held on June 17, 1999, to address a pending reorganization of the Authority's structure and operations. This Agreement was effective July 1, 1999 and its components are as follows:~~

- ~~A. It is agreed that the current staff Fire Battalion Chief position assigned to Fire Prevention shall be filled by either 1) a Fire Battalion Chief who possesses the knowledge, skills, and ability to perform the functions of the position and who meets the minimum qualifications set forth in a classification specification for the position; or 2) by a civilian (non-OCFACOA) employee who possesses the knowledge, skills, and ability to perform the functions of the position or who meets the minimum qualifications set forth in a classification specification for the position. When the position is filled by a Fire Battalion Chief, that position shall be represented by the OCFACOA. When the position is filled by a civilian employee, that position shall be considered a non-represented administrative management employee.~~

~~When filling a vacancy in the above position, first consideration shall be given to an existing Fire Battalion Chief, or a Fire Battalion Chief candidate who is on a current Fire Battalion Chief promotional eligible list, recognizing that final determination on filling the position in Inspection Services with a Fire Battalion Chief or civilian employee is a management right based upon the needs and position compatibility/suitability.~~

~~A classification specification shall be maintained for the position of Fire Marshal (Inspection Services) that shall specify the knowledge, skills, and abilities and minimum qualifications necessary to perform the functions of the position. When modifications are made to the classification specification, the OCFA shall provide the OCFACOA with opportunity for review and input prior to such modifications.~~

- ~~B. In addition to the identified position listed above, the parties agree that the following list of staff positions shall be filled/held by a Fire Battalion Chief:~~

- ~~a. Corporate Communications~~
- ~~b. Emergency Communications Center~~
- ~~c. Emergency Medical Services~~
- ~~d. Training and Safety~~
- ~~e. Special Operations~~
- ~~f. Investigations~~
- ~~g. Emergency Planning and Coordination~~
- ~~h. Community Volunteer Services Coordinator~~

- ~~C. This Agreement supersedes all previous agreements related to staff Fire Battalion Chief Assignments.~~

~~ORANGE COUNTY FIRE AUTHORITY~~

~~ORANGE COUNTY FIRE AUTHORITY CHIEF
OFFICERS ASSOCIATION~~

Patrick L. Walker, Deputy Fire Chief

Ron Blaul, OCFACOA Chief Negotiator

Zenovy Jakymiw, Human Resources Director

Dave Phillips, OCFACOA Representative

Date

Date

**TRANSITION OF EMPLOYMENT AGREEMENT
BETWEEN
ORANGE COUNTY FIRE AUTHORITY CHIEF OFFICERS ASSOCIATION
AND
ORANGE COUNTY FIRE AUTHORITY
TERM OR AGREEMENT: SEPTEMBER 28, 2006 THROUGH ~~JUNE 30, 2020~~DECEMBER 11, 2013
PAGE 1 OF 2**

In consideration of the Orange County Fire Authority's ("OCFA") intent to, by contractual agreement, provide fire services for public agencies within Orange County who had previously provided fire services through their own Fire Department, the Orange County Fire Authority and the Orange County Fire Authority Chief Officers Association ("OCFACOA") agree to the following provisions involving the transition of employees from other public fire service agencies within Orange County to employment with the OCFA:

1. Except as specifically modified in 2., 3., 4., and 5. below, seniority for transitioning public fire service agency employees shall be based on the dated of transition from the public fire service agency to the OCFA.
2. Transitioning public fire service agency employees' continuous employment with the public fire service agency from which they are transitioning shall be considered the same as continuous employment with the OCFA for the purpose of:
 - A. Sick leave and vacation accruals, and
 - B. Meeting minimum requirements for promotional opportunities.
3. Transitioning public fire service agency employees' continuous employment with the public fire service agency from which they are transitioning shall be considered the same as continuous employment with the OCFA for the purpose of layoff seniority within the limitations described below:
 - A. Credit for public fire service agency time for layoff seniority shall be limited to the number of safety (suppression) employees required for the service level agreed to by the contracting public fire service agency. Transitioning employees in excess of this number shall not receive credit for these purposes, except as specified in 3.B. below.
 - B. When an employee, who has received seniority credit pursuant to 3.A above, leaves employment with the OCFA, the provisions of 3.A. above shall be applied to the transitioned employee who has the longest continuous service in the same public fire service agency, but who has not previously received credit for seniority under the provisions of 3.A. above.
4. To the extent not provided with their transition to employment with the OCFA, the parties agree to apply the provisions of 3.A and 3.B above to employees who previously transitioned to the OCFA from the cities of Stanton and Seal Beach
5. To the extent not provided with their transition to employment with the OCFA, the parties also agree to apply the provisions of 3.A. and 3.B. above to employees who on or before July 1, 1980 transitioned to the OCFA from the California Department of Forestry.
6. Nothing in this Agreement shall be construed in a manner that would provide credit for service with a public fire service agency other than the OCFA for any purpose not specifically provided herein.

7. The parties agree that this Agreement resolves all issues regarding seniority for employees transitioning from the California Department of Forestry and cities of Stanton and Seal Beach and all issues regarding seniority for employees transitioning in the future from other public fire service agencies within Orange County pursuant to service contracts with the OCFA.
8. The parties agree that this Agreement shall not serve as a precedent for any grievance, dispute, lawsuit or appeal between the parties, excepting those issues specifically resolved by this Agreement.
9. Disputes regarding the application of the provisions of this Agreement shall not be subject to appeal through the Grievance Procedure set forth in Article IX of the Fire Management Unit Memorandum of Understanding.

~~ORANGE COUNTY FIRE AUTHORITY~~

~~ORANGE COUNTY FIRE AUTHORITY CHIEF
OFFICERS ASSOCIATION~~

~~Patrick L. Walker, Deputy Fire Chief~~

~~Ron Blaul, OCFACOA Chief Negotiator~~

~~Zenovy Jakymiw, Human Resources Director~~

~~Dave Phillips, OCFACOA Representative~~

~~Date~~

~~Date~~

GOVERNMENT CODES REFERENCED IN ARTICLE XV, SECTION 2

~~31664.1. (a) This section may be made applicable in any county on the first day of the month after the board of supervisors of the county adopts, by majority vote, a resolution providing that this section shall become applicable in the county.~~

~~(b) Notwithstanding any other provisions of this chapter, the current service pension or the current service pension combined with the prior service pension is an additional pension for safety members purchased by the contributions of the county or district sufficient when added to the service retirement annuity to equal 3 percent of the member's final compensation set forth opposite his or her age at retirement, taken to the preceding completed quarter year, in the following table, multiplied by the number of years of current service or years of current and prior service with which the member is entitled to be credited at retirement. In no event shall the total retirement allowance exceed the limitation of the safety member's final compensation as set forth in Section 31676.1, as it now reads or may hereafter be amended to read.~~

Age	
at	
Retirement	Fraction
416258
41 1/4.....	.6350
41 1/2.....	.6442
41 3/4.....	.6533
426625
42 1/4.....	.6720
42 1/2.....	.6814
42 3/4.....	.6909
437004
43 1/4.....	.7102
43 1/2.....	.7200
43 3/4.....	.7299
447397
44 1/4.....	.7499
44 1/2.....	.7601
44 3/4.....	.7703
457805
45 1/4.....	.7910
45 1/2.....	.8016
45 3/4.....	.8121
468226
46 1/4.....	.8339
46 1/2.....	.8452
46 3/4.....	.8586
478678
47 1/4.....	.8780
47 1/2.....	.8882
47 3/4.....	.8983
489085
48 1/4.....	.9194
48 1/2.....	.9304
48 3/4.....	.9413
499522
49 1/4.....	.9641
49 1/2.....	.9761
49 3/4.....	.9880
50 and over	1.0000

~~(c) Contributions shall not be made by safety members having~~

~~credit for 30 years of continuous service.~~

~~31664.2. (a) This section may be made applicable in any county on the first day of the month after the board of supervisors of the county adopts, by majority vote, a resolution providing that this section shall become applicable in the county.~~

~~(b) Notwithstanding any other provisions of this chapter, the current service pension or the current service pension combined with the prior service pension is an additional pension for safety members purchased by the contributions of the county or district sufficient when added to the service retirement annuity to equal 3 percent of the member's final compensation set forth opposite his or her age at retirement, taken to the preceding completed quarter year, in the following table, multiplied by the number of years of current service or years of current and prior service with which the member is entitled to be credited at retirement. In no event shall the total retirement allowance exceed the limitation of the safety member's final compensation as set forth in Section 31676.1, as it now reads or may hereafter be amended to read.~~

Age	
at	
Retirement	Fraction
41	.4777
41 1/4	.4848
41 1/2	.4918
41 3/4	.4987
42	.5058
42 1/4	.5130
42 1/2	.5202
42 3/4	.5274
43	.5347
43 1/4	.5422
43 1/2	.5497
43 3/4	.5572
44	.5647
44 1/4	.5725
44 1/2	.5803
44 3/4	.5881
45	.5958
45 1/4	.6039
45 1/2	.6120
45 3/4	.6200
46	.6280
46 1/4	.6366
46 1/2	.6452
46 3/4	.6555
47	.6625
47 1/4	.6703
47 1/2	.6781
47 3/4	.6858
48	.6936
48 1/4	.7019
48 1/2	.7103
48 3/4	.7186
49	.7269
49 1/4	.7360
49 1/2	.7452
49 3/4	.7543
50	.7634
50 1/4	.7733
50 1/2	.7832

50 3/4.....	.7930
518028
51 1/4.....	.8135
51 1/2.....	.8242
51 3/4.....	.8349
528457
52 1/4.....	.8574
52 1/2.....	.8691
52 3/4.....	.8808
538926
53 1/4.....	.9053
53 1/2.....	.9182
53 3/4.....	.9310
549418
54 1/4.....	.9579
54 1/2.....	.9718
54 3/4.....	.9860
55 and over	1.0000

~~—(c) Contributions shall not be made by safety members having credit for 30 years of continuous service.~~