



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

**BOARD OF DIRECTORS REGULAR MEETING**  
**Thursday, August 23, 2018**  
**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 Brown

### **ROLL CALL**

#### **1. PRESENTATIONS**

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 and do not engage in dialogue with individual Board Members, Authority staff, or members of the audience.

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

## **CLOSED SESSION**

### **CS1. CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representative: Peter Brown, Liebert Cassidy and Whitmore  
Employee Organizations: Orange County Professional Firefighters Association,  
Local 3631, Orange County Employees Association,  
Orange County Fire Authority Managers Association,  
and all unrepresented employees

Authority: Government Code Section 54957.6

### **CS2. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(d)(2) – Significant Exposure to  
Litigation (1 case)

### **CS3. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(c) – Initiation of Litigation (1 case)

## **CLOSED SESSION REPORT**

## **REPORTS**

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

As the August meeting was cancelled, there will be no report; the Committee will hold a special meeting on September 4, 2018.

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

As the August meeting was cancelled, there will be no report; the next regular meeting will be held on September 12, 2018.

### **REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR**

### **REPORT FROM THE FIRE CHIEF**

- Introduction of DC Contreras
- Save-the-Date OCFA's September 11 Memorial

## MINUTES

### 2. Minutes from the July 26, 2018, Board of Directors Regular Meeting

Submitted by: Sherry Wentz, Clerk of the Authority

Recommended Action:

Approve as submitted.

### 3. CONSENT CALENDAR

#### A. Orange County Drowning Prevention Task Force

Submitted by: Brian Fennessy, Fire Chief

Recommended Action:

Increase appropriations in the FY 2018/19 General Fund budget not to exceed \$25,000 for funding of the Orange County Drowning Prevention Task Force.

#### B. Emergency Command Center Communications Training Officer

Submitted by: Dave Anderson, Assistant Chief/Support Services Department

Recommended Actions:

1. Authorize the continuation of a 15% specialty compensation bonus for Fire Communication Dispatchers while serving as Communications Training Officers for Fire Communications Dispatch Trainees.
2. Increase appropriations in the FY 2018/19 General Fund (121) Budget by \$53,560 to fund the specialty compensation.

#### C. Response to Grand Jury Report Regarding “Competition or Collaboration – Orange County’s Public Agency Helicopters”

Presented by: Dave Anderson, Assistant Chief/Support Services Department

Recommended Actions:

Approve and authorize the Clerk of the Authority to submit the Orange County Fire Authority’s response to the Orange County Grand Jury report entitled "Competition or Collaboration – Orange County’s Public Agency Helicopters.”

### END OF CONSENT CALENDAR

### 4. PUBLIC HEARING(S)

No items.

## **5. DISCUSSION CALENDAR**

### **A. Organizational Assessment and Restructure**

Presented by: Brian Fennessy, Fire Chief

Recommended Actions:

1. Authorize amendments to the Master Position Control, including:
  - a. Addition of two Deputy Chiefs (one safety and one non-safety)
  - b. Addition of one Division Chief
  - c. Addition of one Communications Director
  - d. Freeze one Office Services Specialist (currently vacant)
  - e. Freeze one Organizational Training & Development Manager (currently vacant)
  - f. Delete one limited-term Fire Captain, effective June 30, 2019
  - g. Add two Fire Captains/Crew Chiefs (clean-up action from June 28, 2018, Board authorized expansion of second helicopter for Air Ops)
2. Authorize an increase in FY 2018/19 General Fund (121) expenditures not to exceed \$275,000.
3. Approve amendments to the Personnel and Salary Resolution.
4. Approve the proposed modifications to the Class Specifications for the Deputy Fire Chief position.

### **B. Approval of Memorandum of Understanding Orange County Fire Authority Management Association**

Presented by: Brigitte Gibb, Human Resources Director

Recommended Actions:

1. Approve the proposed Memorandum of Understanding between the Orange County Fire Authority and the Orange County Fire Authority Management Association, for a term of June 25, 2018, to June 24, 2021.
2. Authorize an adjustment to the FY 2018/19 Adopted Budget to increase General Fund (121) expenditures in the amount of \$119,658.

### **C. Approval of Memorandum of Understanding General and Supervisory Units Orange County Employees Association**

Submitted by: Brigitte Gibb, Human Resources Director

Recommended Actions:

1. Approve the proposed General and Supervisory Unit Memorandum of Understanding between the Orange County Fire Authority and the Orange County Employees Association, for a term of August 23, 2018, to August 22, 2021.
2. Authorize an adjustment to the FY 2018/19 Adopted Budget to increase General Fund (121) expenditures in the amount of \$667,411.
3. Authorize the addition of one Fire Communications Dispatcher and one Fire Communications Supervisor to the Master Position Control to accommodate staffing requirements for the transition of dispatch operations from a 24-hour shift schedule to a 12-hour shift schedule, effective January 2019.

**BOARD MEMBER COMMENTS**

**ADJOURNMENT** – This evening’s meeting will be adjourned in memory the loss of three more fire personnel: CAL FIRE Heavy Equipment Mechanic Andrew Break who was tragically killed in a solo vehicle accident on August 9, 2018, while assigned to the Carr Fire; Redding’s Firefighter Jeremy Stokes who died in the line of duty, also on the Carr Fire, on July 26, while assisting with emergency evacuations; and Utah’s Draper City Fire Department Battalion Chief Matthew Burchett, who passed away while working on the Mendocino Complex wildfires in Northern California. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, September 27, 2018, 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 Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 72 hours prior to the meeting. Dated this 16<sup>th</sup> day of August 2018.

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

**UPCOMING MEETINGS:**

Human Resources Committee Special Meeting	Tuesday, September 4, 2018, 12 noon
Budget and Finance Committee Meeting	Wednesday, September 12, 2018, 12 noon
Claims Settlement Committee Meeting	Thursday, September 27, 2018, 5:00 p.m.
Executive Committee Meeting	Thursday, September 27, 2018, 5:30 p.m.
Board of Directors Meeting	Thursday, September 27, 2018, 6:00 p.m.

# **MINUTES ORANGE COUNTY FIRE AUTHORITY**

**Board of Directors Regular Meeting  
Thursday, July 26, 2018  
6:00 P.M.**

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

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## **CALL TO ORDER**

A regular meeting of the Orange County Fire Authority Board of Directors was called to order on July 26, 2018, at 6:36 p.m. by Chair Sachs.

## **INVOCATION**

Chaplain Devin Chase offered the Invocation.

## **PLEDGE OF ALLEGIANCE**

Director Gamble led the Assembly in the Pledge of Allegiance to the Flag.

## **ROLL CALL**

Lisa Bartlett, County of Orange  
Tim Brown, San Clemente  
Ellery Deaton, Seal Beach  
Shelley Hasselbrink, Los Alamitos  
Noel Hatch, Laguna Woods  
Joe Muller, Dana Point  
Vince Rossini, Villa Park  
Don Sedgwick, Laguna Hills  
Michele Steggell

Leah Basile, Lake Forest  
Laurie Davies, Laguna Niguel  
Carol Gamble, Rancho Santa Margarita  
Dave Harrington, Aliso Viejo  
Robert Johnson, Cypress  
Al Murray, Tustin  
Ed Sachs, Mission Viejo  
Dave Shawver, Stanton  
Tri Ta, Westminster

**Absent:** Sergio Farias, San Juan Capistrano  
Todd Spitzer, County of Orange  
Juan Villegas, Santa Ana

Gene Hernandez, Yorba Linda  
Elizabeth Swift, Buena Park

## **Also present were:**

Fire Chief Brian Fennessy  
Assistant Chief Lori Smith  
Human Resources Director Brigitte Gibb  
General Counsel David Kendig  
Clerk of the Authority Sherry Wentz

Assistant Chief Lori Zeller  
Assistant Chief Dave Anderson  
Assistant Chief Mark Sanchez  
Assistant Chief Randy Black

Chair Sachs using the Chair's discretion with no Board objections, moved all Closed Session items to follow the Consent Calendar.

## **1. PRESENTATIONS**

No items.

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

Stephen Wontrobski, Mission Viejo resident, addressed the use of reserve firefighters and the current labor negotiations.

## **REPORTS**

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

Human Resources Committee Chair Al Murray reported at the July 10, 2018, special meeting, the Committee voted unanimously to send the Contract Extension for Firefighter Wellness & Fitness (WEFIT) Services to the Executive Committee with the Human Resources Committee's recommendation to approve the recommended actions.

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

Budget and Finance Chair Joe Muller reported at the July 11, 2018, meeting, the Committee voted unanimously to receive and file the Orange County Employees' Retirement System Quarterly Status Update; to send the Monthly Investment Reports to the Executive Committee for its approval; and to send the 2017 Urban Areas Security Initiative Grant Program Agreement to Transfer Property or Funds, to the Board of Directors for approval of the recommended actions. The Committee was presented the Direct Request to Explore Using the Orange County Investment Pool as an Additional Investment Option staff report, reviewed the response from the County Treasurer, and determined using the Orange County Investment Pool as an additional Investment Option, was not a viable option at this time.

### **REPORT FROM THE CLAIMS SETTLEMENT COMMITTEE CHAIR (F: 11.12)**

Claims Settlement Committee Chair Sachs reported the Committee considered Workers' Compensation claims for claimants Thomas Arick, Jeff Baclawski, and Eric Weave. There were no reportable actions.

### **REPORT FROM THE FIRE CHIEF (F: 11.14)**

Fire Chief Brian Fennessy introduced Assistant Chief of Operations Mark "Pokey" Sanchez, presented an update of the Fire Season, thanked Division Chief Andy Kovacs for his efforts working with the explorers and those in training who helped in the Fire Explorer program, noting there were 40 graduates from the program. He reported OCFA has been tasked by California's

Office of Emergency Services (Cal OES) to put on a Radiological Dispersal Device Exercise hosting the five Southern California Task Forces, and noted Division Chief Jeff Adams will be the lead for this event which will occur in November. He thanked all of the firefighters fighting the fires throughout the state.

## **MINUTES**

### **2. Minutes from the (A) June 20, 2018, Special Meeting, and (B) June 28, 2018, Board of Directors Regular Meeting (F: 11.06)**

On motion by Director Murray and second by Laurie Davies, the Board of Directors voted unanimously by those present to approve the Minutes from the June 20, 2018, Special Board of Directors Meeting, and the June 28, 2018, Regular Board of Directors Meeting. Directors Bartlett, Brown, Johnson, Sedgwick, Steggell, and Ta were recorded as abstentions due to their absence from the June 20, 2018, Special meeting. Directors Bartlett, Brown, Davies, Farias, Hernandez, Muller, and Steggell were recorded as abstentions due to their absence from the June 28, 2018, Regular meeting.

Chair Sachs stated prior to consideration of the Consent Calendar Items A-E, he would report the action of the Executive Committee on Agenda Item 3D “Legislative Report”. The committee adopted a neutral position on AB 1912 (Rodriguez) due to amendments that require the apportionment of a Joint Power Authority’s liabilities only if that agency dissolves. However upon direction given by Director Spitzer, he requested that staff seek amendments allowing member agencies to appeal the binding arbitration provisions of the Bill through and to a proper court. If directors require more discussion the item can be pulled from the Consent Calendar.

### **3. CONSENT CALENDAR (Agenda Item No. 3D was pulled for separate consideration)**

#### **A. Fire Prevention Week Proclamation (F: 11.09)**

On motion of Director Ta and second by Director Johnson, the Board of Directors voted by those present to approve the proposed Proclamation as submitted. Director Shawver voted in abstention.

#### **B. 2017 Urban Areas Security Initiative Grant Program Agreement to Transfer Property or Funds (F: 16.02H)**

On motion of Director Ta and second by Director Johnson, the Board of Directors voted by those present to:

1. Approve the FY 2017 Urban Areas Security Initiative Grant Program Agreement and authorize the Fire Chief to execute it and any necessary attachments and agreement(s) to accept and administer the UASI Grant.



2. Approve a budget adjustment to the FY 2018/19 General Fund (121) budget increasing revenues and expenditures by \$100,000, due to an additional grant award from the FY 2016 Grant Program. Director Shawver voted in abstention.

**C. Project Overview for Construction of Fire Station 10 (Yorba Linda) (F: 19.07C10.a)**

On motion of Director Ta and second by Director Johnson, the Board of Directors voted by those present to receive and file the report. Director Shawver voted in abstention.

**D. July 2018 Legislative Report (F: 11.10F1)**

Stephen Wontrobski, Mission Viejo resident, expressed his opposition to AB 1912.

On motion of Director Hasselbrink and second by Director Ta, the Board of Directors voted by those present to:

1. Adopt a neutral position on AB 1912 (Rodriguez).
2. Direct staff to continue to monitor AB 1912 and report to the Executive Committee any amendments that significantly impact the OCFA or its member agencies. Directors Davies, Gamble, Harrington, Sedgwick, and Shawver voted in opposition.

**E. Acceptance of 2018 California Governor's Office of Emergency Services Urban Search and Rescue Radioactive Dispersal Device Exercise Reimbursement Agreement (F: 17.14B23)**

On motion by Director Ta and second by Director Johnson, the Board of Directors voted by those present to approve and authorize the Fire Chief, or his designees, to execute a Reimbursement Agreement with California Governor's Office of Emergency Services for California Task Force 5 to plan and host the 2018 Urban Search and Rescue Radioactive Dispersal Device Exercise. Director Shawver voted in abstention.

**END OF CONSENT CALENDAR**

**CLOSED SESSION**

**CS1. CONFERENCE WITH LABOR NEGOTIATOR**

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

**CS2. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(d)(2) – Significant Exposure to Litigation (2 cases)

**CS3. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(c) – Initiation of Litigation (2 cases)

**CS4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 4791 Eureka Avenue, Yorba Linda, AC 92886

Negotiating Parties: Jeff Baize and Lisa Kalustian, Brookhurst Development and Advisory Corporation; Craig Steffens, Yorba Linda Equipment Rentals; OCFA Property Manager Patrick Bauer; and OCFA Division Chief Andy Kovacs

Under Negotiation: Price and Terms of Payment

Authority: Government Code Section 54956.8

**CS5. CONFERENCE WITH LABOR NEGOTIATOR**

Negotiators: Lori Zeller, Assistant Chief/Business Services Department; and  
Brigette Gibb, Director of Human Resources

Employee: Fire Chief

Authority: Government Code Section 54957.6

General Counsel David Kendig reported the Board would convene to Closed Session to consider the matters on the agenda identified as CS1 and CS5, Conference with Labor Negotiator, CS2, CS3, Conference with Legal Counsel – Anticipated Litigation, and CS4, Conference with Real Property Negotiators.

Chair Sachs recessed the meeting to Closed Session at 7:03 p.m.

Chair Sachs reconvened the meeting from Closed Session at 7:19 p.m.

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

Director Ta left at this point (7:19 p.m.).

Director Shawver left at this point (7:19 p.m.).

General Counsel David Kendig stated there were no reportable actions, however the Board discussed only CS5 so far and would be reconvening in Closed Session to consider the other Closed Session items. This completes the report on Closed Session, at this point it is up to the Chair if we move on with Agenda Item 5A.

**4. PUBLIC HEARING(S)**

No items.

Minutes

OCFA Board of Directors Regular Meeting

July 26, 2018

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Chair Sachs proceeded to Discussion Calendar 5A.

## **5. DISCUSSION CALENDAR**

### **A. Amendment to Fire Chief Employment Agreement**

General Counsel David Kendig introduced the Amendment to Fire Chief Employment Agreement and stated the Brown Act requires him to provide a summary to the Chief's Amendment to the Employment Agreement.

On motion of Director Murray and second by Director Johnson, the Board of Directors voted by those present to approve Amendment No. 1 to the Fire Chief's employment agreement.

Directors Shawver and Ta were absent for the vote.

## **CLOSED SESSION**

General Counsel David Kendig reported the Board would reconvene to Closed Session to consider the matters on the agenda identified as CS1, Conference with Labor Negotiator, CS2, CS3, Conference with Legal Counsel – Anticipated Litigation, and CS4, Conference with Real Property Negotiators.

Chair Sachs recessed to the meeting to Closed Session at 7:22 p.m.

Chair Sachs reconvened the meeting from Closed Session at 8:27 p.m.

Director Brown left at this point (8:27 p.m.).

Director Hasselbrink left at this point (8:27 p.m.).

Director Davies left at this point (8:27 p.m.).

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

General Counsel David Kendig reported the Board gave direction to its labor negotiators and property negotiators, otherwise there were no reportable actions.

## **BOARD MEMBER COMMENTS (F: 11.13)**

Director Rossini thanked Division Chief Andy Kovacs and Battalion Chief Ron Roberts for providing the engine for the Villa Park 4<sup>th</sup> of July parade.

Director Murray thanked staff for the water safety video provided to the City of Tustin.

Director Johnson reported attending and commended the Grand Opening for Fire Station 61 (Buena Park).

Director Bartlett thanked Fire Chief Fennessy for his leadership in collaboration with the Orange County Sheriff's Department regarding the joint operations at John Wayne Airport.

Director Harrington reported on the need to identify defensible positions that can be prepared in advance of a fire, and he commended Fire Chief Fennessy on adjourning in memory of the lost firefighters.

Director Basile reported meeting with Community Risk Reduction representative Kim Brown to review areas within the City of Lake Forest to plan and prevent fires. She commended Fire Chief Fennessy on the work he has done.

Director Sachs stated he and Chief Fennessy have discussed defensible spaces recommending all cities should work with OCFA to define their defensible space. He commended Fire Chief Fennessy's memo that addressed Mission-Driven Culture.

**ADJOURNMENT** – Chair Sachs adjourned the meeting at 8:38 p.m. noting this evening's meeting will be adjourned in memory of CAL FIRE Heavy Fire Equipment Operator Braden Varney from the CAL FIRE Madera-Mariposa-Merced Unit who was tragically killed in the line of duty battling the Ferguson Fire in the Sierra National Forest on July 14, 2018. The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, August 23, 2018, at 6:00 p.m.

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



## Orange County Fire Authority

Board of Directors Meeting  
August 23, 2018

Agenda Item No. 3A  
Consent Calendar

### Orange County Drowning Prevention Task Force

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#### Contact(s) for Further Information

Brian Fennessy, Fire Chief

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

714.573.6010

Jay Barkman, Legislative Analyst  
Legislative Services

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

714.573.6048

#### Summary

This agenda item is submitted to request an appropriation not to exceed \$25,000 for the Orange County Drowning Prevention Task Force.

#### Prior Board/Committee Action

Since 2015, the OCFA Board has approved annually a contribution to the Task Force of \$25,000.

#### RECOMMENDED ACTION(S)

Increase appropriations in the FY 2018/19 General Fund budget in the amount of \$25,000 for funding of the Orange County Drowning Prevention Task Force.

#### Impact to Cities/County

None.

#### Fiscal Impact

Appropriations in the FY 2018/19 General Fund budget will be increased by an amount of \$25,000.

#### Background

The Orange County Drowning Prevention Task Force was created in 2015 by the OCFA and County leadership to identify and implement countywide methods and strategies to reduce drowning incidents and fatalities. The Task Force has grown to include representatives from public safety, local government, non-profit organizations, parents of drowning victims, and Olympic medal-winning swimmers.

In 2015, Orange County Health Care Agency conducted focus groups to determine appropriate messages and means for delivering them to the community. In 2017, with approximately \$260,000 in funding from the County and Task Force partners, including \$25,000 from OCFA, the campaign targeted parents and caregivers of young children and adults over the age of 50 in both English and Spanish.

OCFA Director Al Murray is Chair of the Task Force's Finance Committee, and on behalf of the Task Force is seeking a contribution of \$25,000 to fund the 2018 media and outreach campaign. A letter to each OCFA Director will be sent to each member agency encouraging a donation of \$5,000 or more on behalf of their city. The attached campaign summary lists entities and amounts contributed in 2017.

Orange County Supervisor Todd Spitzer is Chair of the Task Force's Public Safety Outreach Committee, which developed the 2018 media and outreach strategy. The County of Orange has authorized the Health Care Agency to implement that strategy and to accept contributions from other agencies. The County is matching funds raised by the Task Force. The Health Care Agency manages the contract for media advertising that will continue to be used for regional bus advertisements; however, this year's public outreach has also emphasized digital and social media targeted at key populations.

**Attachment(s)**

2017 Campaign Summary

## “It Only Takes Seconds to Drown” 2017 Drowning Prevention Campaign October 2017

The Orange County Health Care Agency has implemented the 2017 drowning prevention campaign “It Only Takes seconds to Drown” on behalf of the Orange County Drowning Prevention Task Force (Task Force).

The campaign built upon the success of the 2016 campaign and expanded to include Video Announcements. Also, new ads were created in Vietnamese. With approximately \$260,000 in funding from the County and Task Force partners the campaign targets parents and caregivers of young children and adults over 50 in English, Spanish and Vietnamese.



The 2017 campaign was successfully launched in May and a press event was held on June 1, 2017. A second event took place prior to the Labor Day holiday weekend. Campaign targets and messages were initiated by the Task Force, market tested, and fully developed by Westbound Communications, under contract with the County in order to develop the 2017 Campaign. The new public service announcements included elected officials (Supervisor Todd Spitzer, Supervisor Andrew Do and Supervisor Lisa Bartlett), Olympian Kaleigh Gilchrest and Julie Lopiccolo from the Jasper Ray Foundation and Task Force Vice Chair. Media used includes bus advertisements and digital ads.

### Campaign Placements

#### Bus Advertisements

Approximately 140 Orange County Transit Authority buses display the campaign; creating an estimated **58 million** total impressions.

Phase I placement, running May 22 through September 10 includes:

- 49 Exterior Kings
- 25 Exterior Headlights

Phase II placement, running July 3 through September 10 includes:

- 6 Ultra Super Kings
- 42 Exterior Kings
- 25 Exterior Headlights

In 2016, an OCTA bus was wrapped with the campaign image and remained in circulation for this campaign period. In addition, an ambulance was wrapped with the campaign.

### **Digital Advertising**

Brief video announcements were posted on through digital media sources such as CBS Facebook and email. Ads for the parents and caregivers campaign ran from May 23 through September 4 creating an estimated **2.1 million** impressions.

With additional funding, a second flight of these announcements was purchased with more ads targeting parents and caregivers. Also, Pandora ads were placed to reach adults 50 and older. These digital placements ran from July 1 through September 4 and resulted in an additional **3.6 million** impressions.

### **Campaign Finances**

#### **Expenses and Support**

Total expenses (committed to date) are \$256,591 and include:

Campaign Development and All Placements	\$ 251,307
Additional Facebook Ads	\$ 400
Outreach materials	\$ 4,884

A total of **\$260,000** was raised from partners and matching funding from the County.

Donations are as follows:

Buena Park	\$10,000
Cypress	\$5,000
Dana Point –	\$5,000
Garden Grove	\$5,000
Huntington Beach	\$5,000
Irvine	\$25,000
Laguna Hills	\$5,000
Laguna Niguel	\$5,000
Lake Forest	\$5,000
Mission Viejo	\$5,000
Newport Beach	\$5,000
OC Professional Firefighters	\$5,000
Orange County Fire Authority	\$25,000
San Clemente	\$5,000
Seal Beach	\$5,000
Tustin	\$5,000
Yorba Linda	\$5,000



## Evaluation

### Formative Research

Formative research was developed in 2016 in order to set direction for the campaign. Circumstances around drowning were reviewed based on Orange County data (i.e. pools vs. other bodies of water, pool fence, etc.) to identify the target populations. Best practices and recommendations for prevention were also identified such as those from the Centers for Disease Control and Prevention and also the American Academy of Pediatrics. Messages were developed and tested with the target populations through four focus groups (two for parents and caregivers, two for adults aged 50 and older) and surveys. In 2017, additional focus groups were held in Spanish and Vietnamese to determine which images and phrasing resonated with the target communities.

### Impact to Date

MEDIA	PLACEMENTS	IMPACT
Busses	Phase I placement, running May 22 through September 10 includes: <ul style="list-style-type: none"><li>• 49 Exterior Kings</li><li>• 25 Exterior Headlights</li></ul> Phase II placement, running July 3 through September 10 includes: <ul style="list-style-type: none"><li>• 6 Ultra Super Kings</li><li>• 42 Exterior Kings</li><li>• 25 Exterior Headlights</li></ul>	Approximately 58 million impressions
Digital Media	May 22 through September 4	<ul style="list-style-type: none"><li>• 7,398,665 impressions</li><li>• 24,690 clicks</li></ul>
Social Media Facebook Ads	July 11 through September 4	<ul style="list-style-type: none"><li>• 68,552 people reached</li></ul>



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**August 23, 2018**

**Agenda Item No. 3B**  
**Consent Calendar**

**Emergency Command Center**  
**Communications Training Officer**

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**Contact(s) for Further Information**

Dave Anderson, Assistant Chief  
Support Services Department

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

714.573.6006

Jeff Logan, ECC Manager

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

714.573.6551

**Summary**

This agenda item is submitted for approval to make the Emergency Command Center (ECC) trial specialty compensation program for Communication Training Officers (CTO) a specialty pay item through the length of the proposed OCEA contract, awarded when performing training of dispatchers.

**Prior Board/Committee Action**

At its July 27, 2017 meeting, the Board of Directors approved the ECC Trial Program for Communications Training Officer.

**Impact to Cities/County**

Not Applicable.

**RECOMMENDED ACTION(S)**

1. Approve the continuation of a 15% specialty compensation bonus for Fire Communication Dispatchers, while serving as Communications Training Officers for Fire Communications Dispatch Trainees.
2. Increase appropriations in the FY 2018/19 General Fund (121) Budget by \$53,560 to fund the specialty compensation.

**Fiscal Impact**

The FY 2018/2019 budget for CTO specialty compensation is \$28,800. An increase of \$53,560 is estimated to fund the program through the remainder of the fiscal year. This is based on an estimate of approximately six months of training per CTO, per trainee. Staff is estimating an additional ten trainees will be trained during the duration of the fiscal year.

**Background**

Initial approval by the Board of Directions took place on July 27, 2017, following a proposal that was developed by a collaborative workgroup comprised of subject matter experts, labor representatives, and management. The approved proposal listed a sunset date of July 31, 2018, with an option for the program to be continued through collective bargaining negotiations.

The creation of the Communication Training Officer specialty compensation resulted in the ECC receiving enough volunteers to work in the role of Communications Training Officers to cover all seven trainees that were hired as a part of Academy 13.

Additionally, over the course of the past year, the ECC has provided the opportunity for Fire Communication Dispatchers to complete a certification course for Communications Training Officers.

We anticipate continual recruitment and hiring of dispatchers over the next several years, to reduce the vacancy rate in the ECC. This program is key to ensuring that staff are available and committed to the development of future ECC hires.

**Attachment(s)**

July 27, 2018, Board of Directors Staff Report entitled “Emergency Command Center Trial Program for Communications Training Officer”



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**July 27, 2017**

**Agenda Item No. 3C**  
**Consent Calendar**

**Emergency Command Center Trial Program for**  
**Communications Training Officer**

**Contact(s) for Further Information**

Dave Anderson, Assistant Chief  
 Support Services Department

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714.573.6006

**Summary**

This agenda item seeks approval of recommendations to address a training and operational issue in the Emergency Command Center.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

This will improve our ability to staff key Dispatch Academy trainer positions with interested and qualified personnel, which ultimately results in improved response capabilities on behalf of the citizens we serve by approving the following actions:

1. Establish a 15% specialty compensation for Fire Communications Dispatchers selected to act as Communications Training Officers in Dispatcher Academy #13.
2. Increase appropriations in the FY 2017/18 General Fund (121) Budget by \$97,632 to fund the specialty compensation.

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

The cost increase to the FY 2017/18 budget associated with the specialty compensation is estimated between \$65,088-\$97,632 depending on the duration of the required training, anticipated to range between six and nine months.

**Background**

The proposed actions were developed by a collaborative workgroup comprised of subject matter experts, labor representatives, and management. The workgroup began meeting in April 2017 to discuss operational and staffing issues affecting the Emergency Command Center (ECC). The group identified the following key issues/concerns:

- Immediate need to fill eight vacant dispatcher positions
- Immediate need for our current experienced dispatchers to teach and supervise the hands-on portion of the next Dispatcher Academy
- Labor representatives indicated a lack of interest among existing dispatchers to be trainers, given the significant increase in workload and responsibility associated with this additional assignment

The group discussed options for addressing these issues and worked toward a consensus on recommendations intended to resolve the issues.

Recommendations included:

- Establish 15% specialty compensation for dispatchers assigned as Communications Training Officers (CTO) for the upcoming Dispatcher Academy.
- The new 15% specialty compensation will be based on top-step Fire Communications Dispatcher salary during the months assigned as a CTO.
- The specialty compensation will be established initially as a trial program that will sunset on July 31, 2018, at which time the effectiveness of the program will be assessed.
- At the conclusion of the trial program, collective bargaining negotiations will engage the need to maintain or modify the program.

The workgroup identified this area for improvement in the ECC, as well as the proposed solution to collaboratively address the needs of both management and labor. Following this recommendation, the OCFA will be better prepared to provide the highest level of emergency, fire, rescue, and emergency medical services, with daily staffing and longevity in the program. With the Board of Directors approval, these recommendations are anticipated to take effect August 4, 2017.

**Attachment(s)**

None.



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**August 23, 2018**

**Agenda Item No. 3C**  
**Consent Calendar**

**Response to Grand Jury Report Regarding “Competition or Collaboration –  
Orange County’s Public Agency Helicopters”**

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**Contact(s) for Further Information**

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Brian Norton, Division Chief	<a href="mailto:briannorton@ocfa.org">briannorton@ocfa.org</a>	714.573.6761

**Summary**

This item is submitted for authorization to submit the proposed response to the Orange County Grand Jury report entitled, "Competition or Collaboration – Orange County’s Public Agency Helicopters."

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

Approve and authorize the Clerk of the Authority to submit the Orange County Fire Authority’s response to the Orange County Grand Jury report entitled "Competition or Collaboration – Orange County’s Public Agency Helicopters."

**Impact to Cities/County**

Not Applicable.

**Fiscal Impact**

None.

**Background**

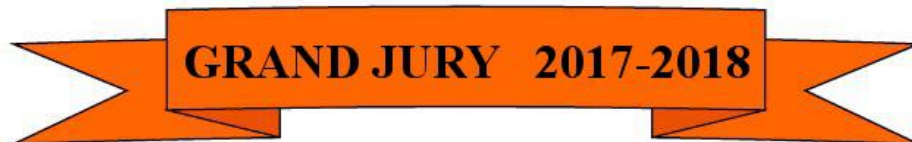
On June 22, 2018, the Orange County Grand Jury issued a report on its perception of the four aviation units in Orange County (Attachment 1). The Grand Jury's report requires the Orange County Fire Authority to respond to the report's findings and recommendations within ninety (90) days by September 21, 2018. OCFA’s proposed response, which is a product of the collaboration between the OCFA and Orange County Sheriff’s Department, is attached for review and approval by the Board of Directors.

**Attachment(s)**

1. Orange County Grand Jury Report: “Competition or Collaboration – Orange County’s Public Agency Helicopters”
2. Proposed OCFA Response to Grand Jury Report

# **Competition or Collaboration**

## **Orange County's Public Agency Helicopters**



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## SUMMARY

There have been numerous incidents in the recent past in which air support units from the Sheriff’s Department and Fire Authority have responded to the same Search and Rescue (SAR) events with multiple helicopters. This duplication of effort poses potential safety risks, as both agencies often act independently and without coordination to execute SARs. Moreover, the Orange County Sheriff’s Department (OCSD) and the Orange County Fire Authority (OCFA) do not consistently adhere to uniform communications and safety protocols when interacting during these SARs. Aircraft operating in close proximity, often without proper communications, pose a major safety risk. Safety and other concerns become magnified when multiple county and city agency helicopters operate in the narrow altitude corridor between 600 and 1200 feet. Public safety demands that this situation - competition versus collaboration - be immediately rectified.

After conducting an investigation into this matter, the Grand Jury recommends that:

1. Under the direction of the Board of Supervisors, the County should consider forming an ongoing regional council in collaboration with all city and county public agency air units, such as an Orange County air operations safety council, tasked with addressing these issues.
2. OCSD and OCFA move forward with implementing the Board of Supervisors’ resolution identifying OCSD as the lead agency for wilderness, remote/off-road Search and Rescue.
3. OCSD evaluate the potential cost and operational benefits of relocating its Air Unit to the OCFA Air Support facilities at Fullerton Airport, where the county’s public agency aviation units can leverage each other’s resources, reduce operating costs and forge improved collaborative working relationships.
4. OCFA, in collaboration with the OCSD, should identify and implement methods for its paramedics to operate jointly with the OCSD Air Support Unit to the maximum extent practical. (OCFA paramedics often have greater and more current experience.)

5. Ultimately, the county’s public agency aviation units should evaluate the potential benefits of centralizing into one aviation support organization led by an experienced aviator-manager, in order to maximize safety and effectiveness and reduce unnecessary costs.

## **REASON FOR THE STUDY**

Over the past two years there have been numerous incidents of both OCFA and OCSD responding to SAR events with helicopter units that have, to varying degrees, interfered with each other. Some of these incidents resulted in allegations that the aircraft operated too closely to one another without using proper communications, at times impairing safe operations. This lack of coordination and communication has fostered negative media attention, has been the subject of Board of Supervisor (BOS) meetings, and has generated public concern.

Subsequently, the BOS passed a resolution that, in accordance with the California Office of Emergency Services model, the OCSD shall be the lead agency for remote/wild-lands SAR, with OCFA remaining as lead agency for urban SAR. Despite this action and a long process of mediation, at times both OCFA and OCSD continue to jockey and compete for to remote/off-road SAR activities creating the potential for dangerous consequences. Consistent with its role as the County’s civil watchdog, the Grand Jury determined that these conditions should be investigated.

## **METHOD OF STUDY**

The Grand Jury conducted over twenty-five interviews with personnel at OCFA, OCSD, the Air Units of Anaheim and Huntington Beach Police Departments, and the local California Highway Patrol (CHP). Interviews with the five agencies included current and former key personnel. Dozens of incident reports and inter-agency complaints, and many hours of video and audio tapes were reviewed. Six different air support facilities were visited. The Grand Jury reviewed

local news coverage and online commentaries regarding helicopter SAR events in Orange County. In addition, the Grand Jury visited and interviewed San Diego County’s air support unit, interviewed San Bernardino County Aviation Division, and also reviewed CAL FIRE documentation.

The Grand Jury examined OCFA and OCSD Air Support Units’ pertinent operational, financial, and other documents. The Grand Jury reviewed applicable Federal Aviation Administration (FAA) regulations and California State Office of Emergency Services (Cal OES) documents. Members of the Grand Jury also participated in various air support unit missions as observers.

## **BACKGROUND AND FACTS**

Orange County has four public agency aviation units. These air support units reside within the Orange County Fire Authority (OCFA), the Orange County Sheriff’s Department (OCSD), the Anaheim Police Department, and the Huntington Beach Police Department. Collectively, these four agencies operate fifteen helicopters and one fixed wing airplane, providing aerial law enforcement, rescue, and firefighting services. In addition, a regional CHP Air Unit with three helicopters is based in Orange County. This report focuses primarily on the OCSD and OCFA air support units and their operations involving remote/off-road SAR.

OCFA has operated air support units since its formation in 1995. The four-helicopter OCFA unit is based at Fullerton Airport in a large, well-kept hangar complex with extensive aircraft maintenance facilities. They have a wide spectrum of equipment for specialized rescues. The OCFA Fullerton Airport complex also includes a helicopter rescue training simulator with a tower structure, helicopter shell, and hoist to practice lowering and retrieving personnel. OCFA owns the hangar and office building complex, leasing out a large hangar area to private entities.

The OCSD has operated air support units since 1985. The five well-equipped helicopters are currently based in a leased hangar facility at John Wayne Airport. The OCSD Air Support Unit is located in a modest hangar and office complex with maintenance equipment and conference and

ready rooms. The OCSD facility is adequate, although not as well-equipped as OCFA’s Fullerton hangar to support as wide a range of specialized rescues.

While any of the public agencies operating helicopters in Orange County can provide various types and degrees of assistance to those in need, OCFA and OCSD are the primary agencies that conduct SARs within the County. There are two main types of aerial SARs in Orange County: remote/off-road and urban. Remote/off-road SARs involve locations in wilderness and geographically hard to reach areas, while urban SARs occur in areas accessible by road. An aerial SAR event may consist of just a search or a search and rescue where someone is provided assistance from the helicopter. In 2017, OCFA and OCSD air units altogether responded to over 220 remote/off-road SAR events.

## **Staffing and Operations**

Helicopter operations are limited by weather conditions and the availability of aircraft and qualified crews. Helicopters are maintenance-intensive aircraft; typically, in order to have two aircraft ready for use, at least a third aircraft is needed to allow for routine and emergency maintenance. Pilots are limited by FAA regulations and other rules regarding the amount of flying time per shift and per day, and must be qualified for certain missions.

There are significant differences in the capabilities and operational characteristics of the aircraft operated by each agency. OCFA’s primary aircraft have dual engines with an autopilot feature, making it easier to fly with their one pilot staffing model. OCSD uses single-engine aircraft that do not have the autopilot feature, but which fly with two qualified pilots (one assuming the role of Tactical Flight Officer - TFO) using dual controls.

### *OCSD Helicopter Operations*

OCSD operates five helicopters: two are used mainly for two-person patrols and three are used as rescue and firefighting helicopters, with space for a stretcher and a medic. To staff this fleet, they have 19 qualified pilots composed of both full-time Sheriff’s Deputies and part-time trained and qualified volunteers. In the past several years, OCSD has developed an extensive volunteer/Public Safety Reserve (PSR) program for both pilot and crew to support the increased size and complexity of their air unit. All personnel, including volunteers, complete training through the Sheriff’s academy. The use of these volunteers adds flexibility and lowers labor costs compared to using only full-time employees. With this large pool of pilots and crew, OCSD can routinely support two helicopters in the air or at the ready close to 24 hours a day, seven days a week. One, and often two, OCSD helicopters are patrolling over Orange County at least 16 hours a day, seven days a week. The use of volunteers to supplement air support units is common in many California county law enforcement and fire agencies.

OCSD routinely staffs both a patrol and rescue helicopter. Unlike OCFA units, they are equipped with high resolution magnification and infrared camera capability, which is very useful in a variety of SAR and patrol scenarios. The OCSD rescue aircraft is stationed on the ground, staffed and ready for takeoff, and is normally available from 6:00 a.m. to 8:00 p.m. The OCSD patrol helicopter is usually airborne and, when called for an SAR event, can arrive at the scene very quickly. The patrol crew is trained in basic first aid and, if necessary, can land the helicopter to render assistance to a victim. When an Emergency Medical Technician EMT/Paramedic is on board, more serious injuries can be treated; but if the victim is in an inaccessible spot, a two-person crew cannot lower a rescuer. If a hoist rescue is necessary, the patrol unit moves to a higher altitude, awaiting the OCSD rescue helicopter’s arrival.

### *OCFA Helicopter Operations*

OCFA uses only civilian pilots, who do not go through the fire academy. They have four full-time pilots, and rely upon extensive overtime to meet staffing needs. OCFA is routinely staffed

with one pilot, a crew chief, and a paramedic 24 hours a day, seven days a week. If a second mission is required during a shift, an off-duty pilot must be called in, which may cause a significant delay. OCFA regulations restrict a pilot to seven hours flying time per day.

OCFA response times may be somewhat longer than those of OCSD. Since OCFA does not have a helicopter constantly in the air, the unit response requires starting the helicopter, obtaining air traffic control clearance for takeoff, and proceeding to the vicinity of the SAR event. These steps can be accomplished relatively quickly when the unit is prepped and on-call. When a remote/off-road SAR event occurs, OCFA also dispatches a set of ground units to the nearest road-accessible area in the vicinity as additional support.

**Table 1: Comparison of OCSD and OCFA Helicopter Operations**

Capability/Asset	OCSD	OCFA
<b>Helicopters</b>	5	4
<b>Full-Time Pilots</b>	9	4
<b>Reserve Pilots</b>	14	0
<b>Minimum daily helicopter staffing</b>	1 Patrol 24 hr. 1 Rescue 6:00am-8:00 pm.	1 on duty 24 hr.
<b>Number of helicopters required for rescue mission</b>	1 or 2	1
<b>Paramedic 24 hour constant staffing</b>	Yes	Yes
<b>Number of medical personnel on rescue helicopter</b>	1 or 2	1 or 2
<b>Search capability w/ high mag &amp; infrared camera</b>	Yes	No
<b>Continuous flight w/o refuel</b>	Patrol 3.5 hrs. Rescue 2.0 hrs.	2.0 hrs.
<b>Twin Engine Helicopters</b>	0	2
<b>Single Engine Helicopters</b>	5	2
<b>Instrument Flight Certified Pilots</b>	15	2
<b>24 Hour Firefighting and Hoist Rescue Operations</b>	Yes	Yes

Source: Data from OCSD and OCFA

**Section Summary – Staffing and Operations**

OCSD’s larger fleet and crew provide two helicopters, 16 hours per day, with two pilots on board each helicopter (routinely one patrol and one rescue helicopter). The OCFA staffs one helicopter, 24 hours per day, with one pilot on duty.

**Helicopter SAR Controversy**

A 2010-2011 Grand Jury Report criticized the OCSD for delaying simple rescues because, even after finding the emergency location, its helicopters lacked hoists and could not lower medics or lift victims. As a result, in 2016 OCSD added hoists to some helicopters; now both agencies have the basic equipment to perform all SAR functions. SAR calls are routed to the Orange County Emergency Communications Bureau (ECB), managed by the Sheriff’s Department, or to the closest city dispatch center, depending on event location. Theoretically, whichever agency is closest or has the quickest response time handles the call. OCFA claims that the Sheriff’s Department, the lead agency at the ECB, usually gets the first call rather than the ECB assessing which agency is best situated to support the call.

Since OCFA had previously performed nearly all remote/off-road SARs, OCFA considered such rescues their responsibility. However, once OCSD added hoists and became fully rescue capable, ECB dispatch increasingly assigned remote/off-road SAR calls to OCSD. OCFA air units continued to monitor all calls and respond as well. Since OCSD is already patrolling in the air when the call comes in, its aerial unit usually arrives on the scene first. The OCFA helicopter then arrives, and sometimes an “aerial dance” ensues – at times with a total of three helicopters: the OCFA unit and the OCSD patrol and rescue units.

In 2015, in recognition of the need for flight safety communications and coordination, the public agency air support units within Orange County (including CHP) held several meetings to discuss these common interests. These meetings were held on an ad hoc basis and had no written

minutes or records. Attendance was inconsistent, and the meetings lacked management oversight. A result of these meetings was a Memorandum of Understanding (MOU) entitled Orange County Public Safety Aviation Unit Multi-Aircraft Coordination Guidelines (see Appendix 1). This MOU standardized communications procedures and frequencies with the intent of enhancing flight safety. OCFA was invited to participate, but attended only one meeting and was the only air support unit not to sign the MOU.

OCSD believed that a prior MOU between OCFA and OCSD regarding air support units required modification after OCSD obtained the new rescue hoists. Despite many months of discussions to revise the MOU, the two agencies could not reach an agreement. In 2017, they entered into a formal mediation effort with a retired judge to reach an agreement on conducting SARs in off-road and wilderness areas. These mediation efforts included hiring outside experts. The mediation effort lasted several months, again without resolution.

A general concern arose that OCSD and OCFA helicopters were racing against each other, often without proper communication, and operating in dangerous proximity, thereby jeopardizing flight safety. The BOS, in an effort to end the remote/off road SAR controversy, passed a resolution in August 2017 affirming that OCSD will be the primary responder to off-road/remote SARs. This resolution follows the California Office of Emergency Services model. However, OCFA officials stated they will continue to consider themselves the primary responders to all SARs regardless of the BOS resolution. The Grand Jury believes this situation will lead to future safety issues, higher taxpayer costs, unnecessary conflict, and the potential for liability or litigation.

Compounding the safety issue of this race to the rescue, air-to-air communication has frequently been inconsistent and improper. Individuals knowledgeable in air operations in Orange County have alleged that, on occasion, OCFA failed to respond on established air-to-air radio frequencies. This claim is supported by documented evidence. Other knowledgeable individuals claim that OCSD sometimes fails to properly utilize the OCFA Incident Response System for communications and coordination. This is also supported by documented evidence

When both agencies race to every remote/off-road SAR event, multiple problems occur:



potential air safety issues with multiple helicopters operating in close proximity without proper, consistent communication

potential liability issues for the County of Orange should an accident occur

waste of taxpayer funds sending multiple helicopters to each event

continued and increased inter-agency dysfunction, mistrust, and enmity that is detrimental to the public good

decreased ability to respond to multiple, concurrent SAR events

**Section Summary - Helicopter SAR Controversy**

The current competition for remote/off-road helicopter search and rescue between the OCSD and the OCFA has created dangerous conditions. Helicopters from the two OC agencies are often approaching the same search and rescue area without agreement regarding communication frequencies or who is the primary responder.

**Base Location and Helicopter Density**

Figure 1 illustrates the relative positions of the OCSD and OCFA helicopter bases. Since the southern and eastern portions of the county contain the most wilderness areas, remote/off-road SAR events tend to occur in these areas. OCSD usually stations a helicopter at the Emergency Operations Center (EOC) on top of Loma Ridge during the peak hiking season to reduce response times for rescues.

Figure 1: Location of Helicopter Bases for OCFA and the EOC



Source: Adapted from website: <http://naosaf.net/california/california-orange-county-map>

Base location plays a relatively minor role in air unit response time, since the vast majority of the county is within 12 minutes air time by helicopter. Fullerton Airport is the base for the OCFA and several other public agency air units. John Wayne Airport (JWA), the base for OCSD Air Support, is closer to the county center. However, JWA occasionally has fog, so neither JWA nor Fullerton is an ideal helicopter dispatch location for all scenarios.

Far larger counties such as San Diego and San Bernardino use one consolidated aerial support unit base to cover much greater distances than those found in OC.

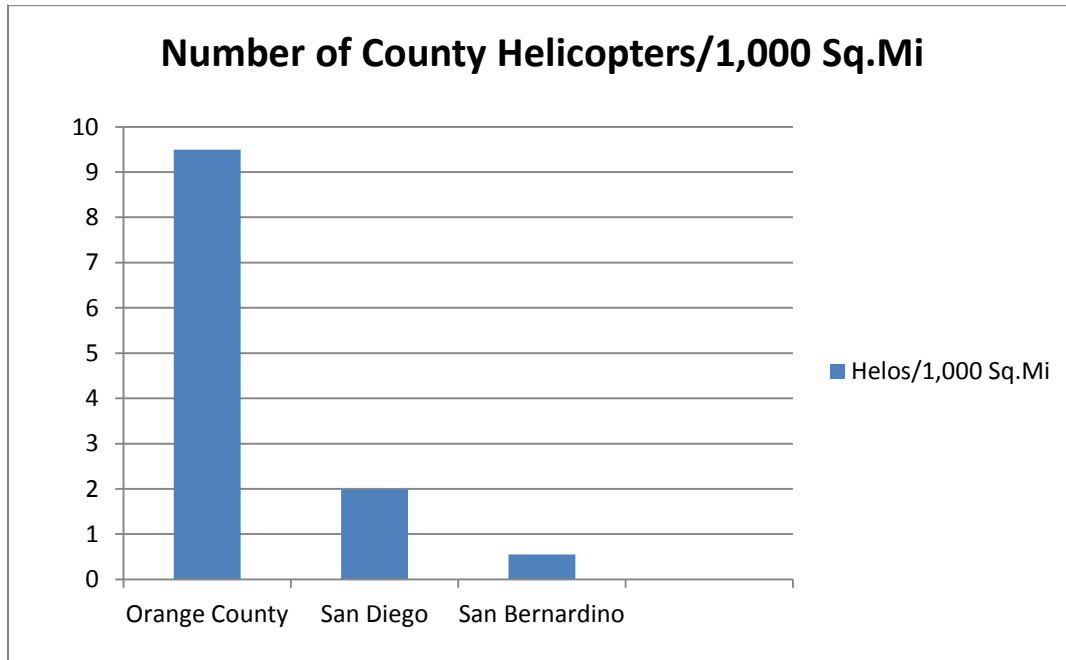
Figure 2: Orange County's land area compared to other Southern California counties



Source: Adapted from website: [https://en.wikipedia.org/wiki/Southern\\_California#/media/File-Southern\\_California.png](https://en.wikipedia.org/wiki/Southern_California#/media/File-Southern_California.png)

Figure 3 shows the comparison of public agency helicopter density in adjacent counties. Orange County has many more helicopters per square mile than either San Diego or San Bernardino.

Figure 3: Diagram comparing county land areas to number of county helicopter assets



Source: 1Data obtained from various county websites and interviews

### **Section Summary – Base Location and Helicopter Density**

Because of the relatively small size of Orange County, John Wayne Airport’s central county location has only a slight advantage compared to Fullerton Airport as a helicopter base. This advantage is reduced because of the occasional fog at John Wayne Airport. Orange County has more helicopters per square mile than other southern California county.

### **Helicopter Operations and Costs**

Compared to the consolidated air operations in other nearby counties, operating four separate helicopter air units in Orange County is an expensive way of providing aerial services. Each of the four agencies has its own administrative, maintenance, and training programs thus losing opportunity for coordination, synergies, and economies of scale. Altogether, county and city agencies spend approximately \$15.5 million per year operating 15 helicopters and the one fixed

wing plane used by Anaheim Police Department. In addition, significant capital expenditures on new helicopters have been made over recent years. See Table 2 below.

**Table 2: Air Support Unit's Operating Expenses (all \$ in millions) Fiscal Year 2016/2017**

	<b><u>OCFA</u></b>	<b><u>OCSD</u></b>	<b><u>Anaheim PD</u></b>	<b><u>HB PD</u></b>	<b><u>Total</u></b>
<b>Amount \$</b>	\$4.28	\$3.55	\$4.41	\$3.25	\$15.50
<b>% of Total</b>	27.6%	22.9%	28.5%	21.0%	100%
<b># of Aircraft</b>	4	5	4 (including one plane)	3	16
<b>Cost/Aircraft</b>	\$1.07	\$0.71	\$1.10	\$1.08	\$0.97

Source: Multiple OC Agencies

OCFA and OCSD have significantly different hourly operating rates. OCFA’s total operating expenses, including crew, fuel, insurance, etc., is \$3,863 per hour for a single helicopter. Based on data reviewed by the Grand Jury, a one-hour rescue extraction (take off, transit, hover to deliver EMT/Paramedic, prep patient, retrieve, deliver patient, etc.) costs the OCFA well over \$4,000 per SAR event for the air component. Based on similar factors, OCSD’s helicopter operating cost is \$1,154 per hour, or about 30% of the OCFA rate. However, since many OCSD SARs involve a second helicopter, the comparison is closer to 57% of the OCFA costs.

Of the over 400 SAR missions responded to by OCSD and OCFA County helicopters in each of 2016 and 2017, OCSD executed 32 helicopter extractions in 2016 and 34 in 2017. The majority of OCSD’s SAR events involve two helicopters and no ground assets. By comparison, OCFA conducted 39 helicopter extractions in 2016 and 35 in 2017. Although the number of extractions between the two agencies was similar for these remote/off-road SARs, the total associated operating costs for OCFA was considerably greater than for OCSD. Differing flight hours, helicopter types, and OCSD’s extensive reserve/volunteer program account for most of the cost differences.

OCFA does not use volunteers/PSRs for their air support unit, although this practice is common with the Sheriff/Fire consolidated aerial units in other California counties. All of OCFA’s higher-cost medical personnel are certified paramedics, most with extensive experience in both urban

and remote/off-road SAR operations. OCFA paramedics generally have broader medical experience than those with OCSD since OCFA paramedics also handle the vast majority of Orange County’s medical emergency responses on a daily basis.

Although some OCSD medical personnel are lower-cost volunteers, they are certified by Orange County Emergency Medical Services, and consist of paramedics, EMTs, Advanced EMTs, and registered nurses. OCSD medical personnel, including volunteers, are also armed and trained to respond to active shooter scenarios, SWAT operations, and other dangerous situations. This can be significant if there is a potential for criminal activity or crime scene preservation associated with an SAR operation.

Both OCFA and OCSD helicopters have water tanks and CAL FIRE-certified crew members for aerial firefighting. OCFA has more extensive CAL FIRE certifications and greater experience in firefighting, as that is their core mission. OCFA frequently requests OCSD helicopters for helicopter coordination services. In this capacity, the helicopter crew provides airborne observation for fire commanders and coordination of aerial support for OCFA. Aside from this, OCFA does not use the firefighting capability of OCSD. Both San Bernardino and San Diego counties use sheriff’s deputies to pilot the helicopters they provide to other counties for mutual aerial firefighting support. Notably, OCFA might use other counties’ sheriff’s pilots, but will not take advantage of its own OCSD aerial firefighting resources during fire emergencies.

A review of various remote/off-road SAR events indicates that the majority do not require multiple helicopters from both OCSD and OCFA, in addition to OCFA ground units. This overuse of resources wastes taxpayer funds and creates safety and liability issues. Consolidating these air support units would substantially reduce costs while increasing operational efficiencies.

**Section Summary- Helicopter Operations and Costs**

The smallest county by area in Southern California hosts four separate air support units comprising one of the largest law enforcement and firefighting helicopter fleets. This set of independent helicopter fleets requires substantial operating expense and large capital outlays.

## **Flight Safety**

The Grand Jury reviewed many air safety incidents in written, audio, and video form, and allegations of conflicts involving OCFA and OC law enforcement air units. According to data from the National Transportation Safety Board, one-third of national air safety incidents were associated with poor communications. Many of these involved poor radio technique. Following proper safety communication protocols is critically important. As discussed earlier, all of the air support units operating in the County except for the OCFA agreed to an MOU to improve flight safety and communication. These safety incidents demonstrate why all air support units need to comply.

One possible remedy would be to create an air operations safety council, composed of representatives of all public agency aviation units operating inside the county. These agencies could include OCFA, OCSD, the Cities of Huntington Beach and Anaheim, and the local CHP unit. Meetings could be held quarterly and chaired by a representative under the direction of the BOS. This air safety council would focus on airspace safety and, in particular, establish common communications frequencies; promote adherence to FAA regulations and protocols; and review significant aviation safety incidents and issues. One of the first priorities should be establishing common and mandatory communication protocols to be used by all local agencies while flying in county airspace. Such a forum could help restore safety and cooperation, and assist in rebuilding mutual trust between the affected agencies while a more centralized solution is implemented.

Typically, governmental, commercial aviation, and military organizations have air support units embedded within larger departments with former aviators occupying some middle to senior management positions. An experienced aviator-manager can provide effective and critical feedback on the technical operations of air units. For example, only a qualified naval aviator or naval flight officer may command US Navy aircraft carriers (10 USC 5942). The same requirement applies to commanders of both Naval and Marine Corps air stations. Conversely, OCSD and OCFA have no aviation-experienced leadership above the unit level to provide mentoring and accountability. As a result, in numerous aviation conflicts and incidents, reviews



by the higher-level chain of command seem to mirror the perspectives of their air units regarding interagency controversies without further examination.

The public interest is best served by OCFA and OCSD cooperating and reinforcing each other for the benefit of the county, rather than protecting their own turf.

**Section Summary – Flight Safety**

The creation of a formal inter-agency body, such as an OC air operations safety council under the direction of the Board of Supervisors, would help drive agreement among all air support units on common communication and safety protocols. This group could also review adherence to FAA regulations, proper airspace management, and review significant aviation safety incidents and allegations.



Figure 4 OCFA helicopter using hoists

Source: OCFA website



Figure 5: OCSC using hoists



Source: OCSD website

### **Air Operations/Search and Rescue (SAR)**

In August 2017, The Board of Supervisors decided that the OCSD is in a better position to be the lead agency for SARs in Orange County remote/off- road incidents. This is consistent with guidance from Cal OES. Other facts supporting this decision are:

1. OCSD helicopters usually arrive on scene and complete the search phase of an SAR more quickly.
2. All OCSD patrol helicopters now have installed hoists to lower a responder to make an assessment, render basic first aid, and evacuate victims to a hospital, if necessary.
3. Remote/off-road incidents may need to be treated as potential crimes until proven otherwise. The OCSD is specifically trained in making that determination and preserving evidence if the injury is suspicious (e.g., off-roading while DUI, suspected assault, etc.). Additionally, if the SAR event has potential criminal involvement, OCSD crews and medics are armed and trained in law enforcement.

4. All counties adjacent to Orange County designate their sheriff’s departments as lead agency for remote/off-road SARs.

The BOS decision can have greater benefits for the public if the rapid deployment capabilities of OCSD are joined by the paramedic expertise of OCFA. This combination has proved highly successful in other counties. Some incident reports on SAR communications have noted concerns regarding a lack of common rescue terminology between air and ground resources; this concern can be mitigated by combining crews.

**Section Summary - Air Operations/Search and Rescue (SAR)**

OCSD is most effective serving as the lead in remote/off-road rescues because they will usually arrive on scene more quickly and are trained to preserve potential crime scenes. With experienced OCFA paramedics on board their helicopters, the OCSD OCFA combination could quickly render more effective aid.

**Facilities**

Substantial efficiencies could be realized if the OCSD Aviation Support Unit relocated to the OCFA-owned hangars at Fullerton Airport. Two of these are underused and leased to private entities. The colocation of OCSD and OCFA Air Support Units at Fullerton Airport would have the following benefits:

- economies of scale in procurement, maintenance, and training
- opportunities for sharing common, high-cost equipment such as hoists, cranes, paint booths, maintenance, fueling stations, and training equipment
- cost savings for hangar space
- a better, larger workspace for OCSD
- enhanced cooperation and trust

**Section Summary – Facilities**

Colocating allows public aviation units to leverage each other’s resources, gain economies of scale in maintenance and training, and encourages use of best practices.

Each agency operates independently; each one has its own pilots, crews, mechanics, administrative staff, maintenance shops, hangars, offices, logistics, training programs, and fueling services – four individual organizations with duplicate operations. Substantial advantages can be gained by consolidating these four separate air support entities.

Ultimately, the close cooperation of the OCSD and OCFA air support units could extend to the creation of one consolidated public agency aviation support organization for the county that includes the cities of Anaheim and Huntington Beach. This consolidation could provide Orange County residents with numerous economies of scale:

- capability to have enough staff, support, and equipment to keep a helicopter in the air around the clock
- significant reduction of overhead, logistical, and operating costs
- better coordination during emergencies
- efficient resource utilization with lower operating expenses
- best practices and pooled expertise for safer operations
- more aviation experience for mentoring
- larger talent pool for development of senior aviation leadership

Examples of at least partial consolidation can be found in San Diego, San Bernardino, and Santa Barbara Counties, which combine elements of County Sheriff and Fire air units into one organization.

**Section Summary - Consolidation**

Consolidating helicopter air units has proved effective in other California counties and may be in the best public interest of Orange County.

## **FINDINGS**

In accordance with *California Penal Code* Sections 933 and 933.05, the 2017-2018 Grand Jury requires (or, as noted, requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled “Competition or Collaboration – Orange County’s Public Agency Helicopters,” the 2017-2018 Orange County Grand Jury has arrived at eleven principal findings, as follows:

F1. Operating fifteen public agency helicopters in a busy and compressed airspace necessitates close cooperation and communication.

F2. While responding to search and rescue events, Orange County Sheriff’s Department and Orange County Fire Authority helicopters have flown too close to each other without adequate communication or coordination, which behavior could result in flight safety issues.

F3. Some air crew members and management personnel of the Orange County Fire Authority and Orange County law enforcement air support units have expressed serious concerns regarding each other’s flight safety and aerial rescue operations.

F4. The Orange County Sheriff’s Department has sufficient staffing, equipment, and training to implement the Board of Supervisors’ resolution that the Sheriff should be the lead agency for remote/off-road search and rescues.

F5. Orange County public agencies have substantially more helicopters per square mile than any county in southern California, which provides opportunity for further cost-benefit analysis.

F6. Sheriff’s helicopters and pilots with fire department paramedics onboard are used in many other California counties, including San Bernardino, San Diego, and Santa Barbara and have proven to be an effective combination.

F7. Orange County’s public aviation units lack inter-agency coordination, inhibiting efficient and cost-effective resource utilization.

F8. Orange County Sheriff’s Department does not have mid- to senior-level leadership with prior pilot experience who can provide appropriate oversight for flight operations and help resolve interagency issues.

F9. Orange County Fire Authority does not have mid- to senior-level leadership with prior pilot experience who can provide appropriate oversight for flight operations and help resolve interagency issues.

F10. Orange County air support units could benefit from colocating at Fullerton Airport where they can leverage existing facilities.

F11. Several nearby counties have gained efficiencies by successfully consolidating their sheriffs' and fire agencies' air support units into one organization within each county.

## RECOMMENDATIONS

In accordance with *California Penal Code* Sections 933 and 933.05, the 2017-2018 Grand Jury requires (or, as noted, requests) responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled “Competition or Collaboration – Orange County’s Public Agency Helicopters,” the 2017-2018 Orange County Grand Jury makes the following seven recommendations.

R1. By October 1, 2018, the Board of Supervisors, in coordination with the affected agencies, should consider forming and implementing an Orange County air operations safety council under the direction of the Board of Supervisors. (F1, F2, F3, F7, F8, F9)

R2. By September 1, 2018, the Orange County Sheriff’s Department should implement the Board of Supervisors’ resolution identifying OCSD as the lead agency for wilderness, remote/off-road Search and Rescue and work with OCFA to establish procedures for communications while either party is providing assistance or backup. (F1, F2, F3, F4, F8)

R3. By September 1, 2018, Orange County Fire Authority management should develop and present its board with proposed procedures for how to work cooperatively with Orange County Sheriff’s Department as OCSD implements the Board of Supervisors’ resolution identifying OCSD as the lead agency for wilderness, remote/off-road Search and Rescue and work with OCSD to establish procedures for communications while either party is providing assistance or backup. (F1, F2, F3, F4, F9)

R4. By January 15, 2019, the Orange County Fire Authority in collaboration with the Orange County Sheriff’s Department should identify and implement methods for its paramedics to operate jointly with the Orange County Sheriff’s Department Air Support Unit in its search and rescue operations to the maximum extent practical. (F3, F6, F11).

R5. By December 15, 2018, the Orange County Sheriff’s Department and the Orange County Fire Authority should evaluate potential costs and operational benefits of collocating their air units at the Fullerton Airport. The Orange County Sheriff’s Department should plan on presenting this evaluation to the Board of Supervisors and publicly post. The Orange County Fire Authority should prepare and present this evaluation to their board and publicly post it. (F1, F2, F3, F7, F10, F11)

R6. By January 15, 2019, the Board of Supervisors, in coordination with the affected agencies, should consider a plan for a centralized approach to public agency air support including colocating and eventually consolidating the various Orange County city and county aerial support units. (F1, F2, F3, F5, F6, F7, F8, F9, F10, F11)

R7. By January 15, 2019, Orange County Sheriff’s Department, Orange County Fire Authority and the cities of Huntington Beach and Anaheim air support units should consider the benefits of a leadership plan that brings a manager with pilot experience into positions above the unit level. (F1, F2, F3, F7, F8, F9, F10)

## RESPONSES

The following excerpts from the California Penal Code provide the requirements for public agencies to respond to the findings and recommendations of this Grand Jury report:

### §933(c)

*“No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head or any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. . . . ”*

### §933.05

*“(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:*

- (1) The respondent agrees with the finding.*
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.*

*(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:*

- (1) The recommendation has been implemented, with a summary regarding the implemented action.*
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.*
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.*



*(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.*

*(c) However, if a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.”*

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code §933.05 are required from:

Responses Required:

***Findings:***

Orange County Board of Supervisors: F1, F2, F3, F4, F5, F6, F7, F10, F11

Orange County Sheriff/Coroner: F1, F2, F3, F4, F5, F6, F7, F8, F10, F11

Orange County Fire Authority Board of Directors: F1, F2, F3, F5, F6, F7, F9, F10, F11

Anaheim City Council: F1, F3, F5, F7, F10

Huntington Beach City Council: F1, F3, F5, F7, F10

***Recommendations:***

Orange County Board of Supervisors: R1, R2, R3, R4, R5, R6

Orange County Sheriff/Coroner: R1, R2, R3, R4, R5, R6, R7

Orange County Fire Authority Board of Directors: R1, R2, R3, R4, R5, R6, R7

Anaheim City Council: R1, R6, R7

Huntington Beach City Council: R1, R6, R7

## REFERENCES

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[tsaavedra@scng.com](mailto:tsaavedra@scng.com) & [eritchie@scng.com](mailto:eritchie@scng.com) Published: May 5, 2017 – updated May 17, 2017
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30. Orange County Sheriff’s Department Long Reach of the Law: “How Duke helps nab criminals, save citizens”. November 3, 2016. Accessed September 14, 2017. <http://behindthebadgeoc.com/cities/ocsd-long-reach-law-duke>

## APPENDIX

### Memorandum of Agreement between Orange County Sheriff’s Department, Anaheim Police Department, Huntington Beach Police Department and California Highway Patrol

#### ORANGE COUNTY PUBLIC SAFETY AVIATION UNIT MULTI-AIRCRAFT COORDINATION GUIDELINES

The following guidelines have been established and agreed upon by Orange County Public Safety Aviation Units to standardize procedures and expectations in aircraft operations. This document is intended to enhance safety through improved communications and predetermined operating procedures.





##### AIRCRAFT INCIDENT GUIDELINES:

The pilot in command (PIC) of all Orange County public safety aircraft responding to an incident involving one or more aircraft should immediately advise and coordinate on 122.85 or 123.025 (depending on location) of the area from which they are responding. The decision to move to a secondary frequency will be coordinated by the PIC’s of the aircraft.

The first public safety aircraft to arrive on scene will be designated the primary aircraft and will be in charge of all public safety air operations during the incident. Depending on the circumstances, a second public safety aircraft may be used to assist or relieve the primary aircraft crew.

The PIC of the second public safety aircraft will communicate with the PIC of the primary aircraft. If assistance is requested, the PIC’s will coordinate the approach and subsequent joining of the second aircraft with the incident. The secondary aircraft will remain at least 500’ above and 500’ laterally from the primary aircraft unless coordinated otherwise. **If communication is not established, the second aircraft shall not enter the area and remain at least 1 mile away.**

The PIC of the primary aircraft will decide if and how the incident will be handed off to another aircraft crew. If the incident is handed off, the primary/lower aircraft will depart the area before the secondary aircraft descends to assume primary responsibility. Both PIC’s will maintain constant communications and visual reference to each other during the hand off.

	7-27-15
Orange County Sheriff Air Support OIC	Date
	7-14-15
Anaheim Police Department Air Support OIC	Date
	7-27-15
Huntington Beach Police Department Aero Bureau OIC	Date
	7-23-15
California Highway Patrol Metro OIC	Date
Orange County Fire Authority Air Operations OIC	Date

## Appendix 2

### Government code search and rescue

California Code, Government Code - GOV § 26614

*California Government Code, Title 3, Division 2, Part 3, Chapter 2, Article 1, §26614*

The board of supervisors of a county may authorize the sheriff to search for and rescue persons who are lost or are in danger of their lives within or in the immediate vicinity of the county. The expense incurred by the sheriff in the performance of those duties shall be a proper county charge. Authorization for search and rescue activities shall be consistent with guidelines and operating plans contained in the Search and Rescue Model Operating Plan, as developed and adopted by the Office of Emergency Services in consultation with fire protection and law enforcement service providers. The Office of Emergency Services shall make the plan available to counties and fire protection and law enforcement agencies for use and adoption by the board of supervisors and the governing boards of all search and rescue providers. If the board assigns responsibility for search and rescue activities in a manner that is inconsistent with these model operating guidelines, the board shall adopt a resolution to clarify why the local model provides better protections than the Search and Rescue Model Operating Plan, as developed by the Office of Emergency Services, to residents in need of county search and rescue services. Counties are encouraged to adopt their countywide search and rescue plans and to review them on a regular basis. A review of a countywide search and rescue plan shall include, but is not limited to, changes made to the Search and Rescue Model Operating Plan by the Office of Emergency Services. This section shall not be construed to vest any additional powers for search and rescue upon sheriffs or any other public safety agency that provides search and rescue.

**Grand Jury Response “Competition or Collaboration - Orange County’s Public Agency Helicopters”**

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August 24, 2018

The Honorable Charles Margines  
Presiding Judge  
Orange County Superior Court  
700 Civic Center Drive West  
Santa Ana, CA 92701

Your Honor,

The Orange County Fire Authority (OCFA) Board of Directors reviewed the Grand Jury report, “Competition or Collaboration – Orange County’s Public Agency Helicopters” during its public meeting held on August 23, 2018. The Board has reviewed and authorized this formal response from our agency.

We appreciate the time and effort the Grand Jury has devoted to the citizens of Orange County, and we share its dedication to fair and transparent governance.

If I may be of service in the clarification of this response, please feel free to contact me at [brianfennessy@ocfa.org](mailto:brianfennessy@ocfa.org) or (714) 573-6010.

Sincerely,

Brian Fennessy  
Fire Chief

**MINUTES  
ORANGE COUNTY FIRE AUTHORITY**

**Board of Directors Regular Meeting**

**August 23, 2018  
6:00 P.M.**

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**3. DISCUSSION CALENDAR**

**Response to Grand Jury Report Entitled “Competition or Collaboration – Orange County’s Public Agency Helicopters”**

[Board Action Taken]



## **Background & Summary**

After the devastating fire season of 1993 where thousands of acres of vegetation and hundreds of homes were damaged or destroyed in Orange County, the After-Action Report (AAR) emphasized the fact that fire department personnel did not have immediate air support during the Laguna Fire. It was stressed that initial firefighting helicopters could have made the fire manageable in the early hours of spread. The report caused the Orange County Board of Supervisors to approve a one-year contract for a helicopter, pilots, and mechanics. The first helicopter response was on June 22, 1994, and the first year of operation included wildland fires, medical rescues, and responses to weather-related emergencies.

In 1995, the OCFA accepted three surplus helicopters under the Federal Excess Personal Property (FEPP) and converted them into Super Hueys. The airframes were outfitted with communications equipment, water dropping buckets, and basic rescue equipment. As El Toro Marine Base was decommissioned in 1999 and Search and Rescue operations halted, the need was identified to expand the OCFA air operations program to include all-risk rescue capabilities. In 2005, Night Vision Goggles (NVG) that allowed for nighttime missions were added to the fleet.

In 2008, the OCFA supplemented its fleet of aging helicopters with two new Bell 412ep twin-engine helicopters. The OCFA and OCSD entered into their first Memorandum of Understanding (MOU) agreement and Operating Plan in 2010, which identified each agency’s commitment and coordination to providing the highest levels of service to the residents of Orange County. That same year, air operations were moved into a 22,000 square foot hangar at Fullerton Airport. The large hangar bays included an overhead crane, office space, training rooms, and living areas for firefighters.

An independent audit in 2010 recommended additional enhancements to the OCFA air operations program. The report identified the need for constant staffing to better meet operational needs. The economic downturn during the same period delayed the implementation of 24-hour per day staffing until 2015. A year later, a paramedic rescuer was added to aircraft staffing (in addition to a pilot and crew chief) to improve all-risk response.

In 2016, the Operating Plan between the OCFA and OCSD was updated to reflect enhancements made to agency aircraft and capabilities. A year later, the Grand Jury started their investigation into the coordination of OCFA and OCSD air resources on Search and Rescue (SAR) missions and raised safety, communications, and duplication of resources concerns. In July of 2018, through the leadership of the OCSD Sheriff and OCFA Fire Chief, an updated agreement was reached to enhance command and control and safety. Subsequent to the agreement, the Grand Jury released their findings addressed in this response document.

As historic fires raged across the state and drought conditions persisted throughout California in 2018, the OCFA Board of Directors approved a second 12-hour firefighting helicopter to be staffed to enhance firefighting resources in Orange County. Today, air operations staffing includes an all-risk 24-hour helicopter (pilot, crew chief, paramedic) and second daytime helicopter (pilot and crew chief) for firefighting missions.

## **Response to Findings and Recommendations**

**Finding 1:** Operating fifteen public agency helicopters in a busy and compressed airspace necessitates close cooperation and communication.

*Agree with the finding.*

**Finding 2:** While responding to search and rescue events, Orange County Sheriff’s Department and Orange County Fire Authority helicopters have flown too close to each other without adequate communication and coordination, which behavior could result in flight safety issues.

*Agree with the finding.*

**Finding 3:** Some air crew members and management personnel of the Orange County Fire Authority and Orange County law enforcement air support units have expressed serious concerns regarding each other’s flight safety and aerial rescue operations.

*Agree with the finding.*

**Finding 5:** Orange County public agencies have substantially more helicopters per square mile than any county in southern California, which provides opportunity for further cost-benefit analysis.

*Partially disagree with the findings.* Due to extended drought conditions, lessons learned from past wildfires in the county, and the threat of wildfires to communities that are adjacent to urban-interface areas, multiple firefighting resources are needed to rapidly and effectively control wildfire. To maintain operational readiness, backup helicopters are needed for periods of scheduled and unscheduled maintenance and repairs.

**Finding 6:** Sheriff’s helicopters and pilots with fire department paramedics onboard are used in many other California counties, including San Bernardino, San Diego, and Santa Barbara and have proven to be an effective combination.

*Agree with the finding.*

**Finding 7:** Orange County’s public aviation units lack inter-agency coordination, inhibiting efficient and cost-effective resource utilization.

*Disagree with the finding.* The OCFA utilizes the National Incident Management System (NIMS) on every response. Regardless of incident size, complexity, or location, command and control components are implemented for all responses.

**Finding 9:** Orange County Fire Authority does not have mid- to senior-leadership with prior pilot experience who can provide appropriate oversight for flight operations and help resolve interagency issues.

*Disagree with the finding.* The OCFA has had an air program since 1994. Program leadership includes many years of experience: Fire Chief 38 years of aviation experience, Program Manager

10 years of aviation experience, and Lead Pilot 48 years of aviation experience. The three OCFA pilots have 48, 25, and 22 years of aviation experience.

**Finding 10: Orange County air support units could benefit from collocating at Fullerton Airport where they can leverage existing facilities.**

*Partially agree with the finding.* The OCFA has based operations out of its current Fullerton Airport hangar since 2011. While the air base meets operational needs, there may be opportunities to share facilities and resources with other public agencies and identify additional geographic locations that meet service demands.

**Finding 11: Several nearby counties have gained efficiencies by successfully consolidating their sheriffs’ and fire agencies’ air support units into one organization within each county.**

*Agree with the finding.*

**Recommendation 1: By October 1, 2018, the Board of Supervisors, in coordination with the affected agencies, should consider forming and implementing an Orange County air operations safety council under the direction of the Board of Supervisors (F1, F2, F3, F7, F8, F9).**

*The recommendation will not be implemented.* The OCFA has existing statutory public safety requirements under federal, state, and local laws.

**Recommendation 2: By September 1, 2018, the Orange County Sheriff’s Department should implement the Board of Supervisors’ resolution identifying OCSD as the lead agency for wilderness, remote/off-road Search and Rescue and work with OCFA to establish procedures for communications while either party is providing assistance or backup (F1, F2, F3, F4, F8).**

*The recommendation has been implemented.* OCFA recognizes the Board of Supervisors’ resolution and has successfully worked with OCSD to establish an operating plan.

**Recommendation 3: By September 1, 2018, Orange County Fire Authority management should develop and present its board with proposed procedures for how to work cooperatively with Orange County Sheriff’s Department as OCSD implements the Board of Supervisors’ resolution identifying OCSD as the lead agency for wilderness, remote/off-road Search and Rescue and work with OCSD to establish procedures for communications while part is providing assistance or backup (F1, F2, F3, F4, F9).**

*The recommendation has been implemented.* The Fire Chief and Sheriff have a cooperative agreement that ensures safe, efficient, and immediate response to emergencies requiring aviation resources.

**Recommendation 4: By January 15, 2019, the Orange County Fire Authority in collaboration with the Orange County Sheriff’s Department should identify and implement methods for its paramedics to operate jointly with the Orange County Sheriff’s Department Air Support Unit in its search and rescue operations to the maximum extent possible (F3, F6, F11).**

*The recommendation requires further analysis.* OCFA is open to exploring options to enhance service delivery.

**Recommendation 5:** By December 15, 2018, the Orange County Sheriff’s Department and the Orange County Fire Authority should evaluate potential costs and operations benefits of collocating their air units at the Fullerton Airport. The Orange County Sheriff’s Department should plan on presenting this evaluation to the Board of Supervisors and publicly posted. The Orange County Fire Authority should prepare and present their evaluation to their board and publicly post it (F1, F2, F3, F7, F10, F11).

*The recommendation requires further analysis.* If requested, the OCFA is open to evaluating collocation and sharing of space at Fullerton and John Wayne Airports.

**Recommendation 6:** By January 15, 2019, the Board of Supervisors, in coordination with the affected agencies, should consider a plan for a centralized approach to public agency air support including collocating and eventually consolidating the various Orange County city and county aerial support units (F1, F2, F3, F5, F6, F7, F8, F9, F10, F11).

*The recommendation requires further analysis.* Consideration of this recommendation will require collective discussion by both agencies.

**Recommendation 7:** By January 15, 2019, Orange County Sheriff’s Department, Orange County Fire Authority, and the cities of Huntington Beach and Anaheim air support units should consider the benefits of a leadership plan that brings a manager with pilot experience into positions above the unit level (F1, F2, F3, F7, F8, F9, F10).

*This recommendation will not be implemented because it is not warranted.* OCFA has proper aviation experience at all levels of the organization.



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**August 23, 2018**

**Agenda Item No. 5A**  
**Discussion Calendar**

**Organizational Assessment and Restructure**

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**Contact(s) for Further Information**

Brian Fennessy, Fire Chief	<a href="mailto:brianfennessy@ocfa.org">brianfennessy@ocfa.org</a>	714.573.6010
Lori Zeller, Assistant Chief Business Services Department	<a href="mailto:lorizeller@ocfa.org">lorizeller@ocfa.org</a>	714.573.6020
Brigette Gibb, Human Resources Director	<a href="mailto:brigettegibb@ocfa.org">brigettegibb@ocfa.org</a>	714.573.6353

**Summary**

This item is submitted for approval of actions associated with an organizational restructure, including amendments to the Master Position Control, Adopted Budget, and Personnel & Salary Resolution.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

1. Authorize amendments to the Master Position Control, including:
  - a. Addition of two Deputy Chiefs (one safety and one non-safety)
  - b. Addition of one Division Chief
  - c. Addition of one Communications Director
  - d. Freeze one Office Services Specialist (currently vacant)
  - e. Freeze one Organizational Training & Development Manager (currently vacant)
  - f. Delete one limited-term Fire Captain, effective June 30, 2019
  - g. Add two Fire Captains/Crew Chiefs (clean-up action from June 28, 2018, Board authorized expansion of second helicopter for Air Ops)
2. Authorize an increase in FY 2018/19 General Fund (121) expenditures not to exceed \$275,000.
3. Approve amendments to the Personnel and Salary Resolution, as proposed.
4. Approve the proposed modifications to the Class Specifications for the Deputy Fire Chief position.

**Impact to Cities/County**

Improved delegation of executive level management responsibilities from the Fire Chief to two Deputy Chiefs will enable the Fire Chief to refocus his attention externally to OCFA's member agencies (Directors and City Managers), labor associations, neighboring city and county Fire Departments, and partner law enforcement agencies. The increased external focus by the Fire Chief and realigned internal responsibilities are intended to improve service delivery.

### **Fiscal Impact**

The fiscal impact of the organizational changes for a full year, once all positions are filled and have progressed to top step, is estimated at \$340,049. The fiscal impact for a partial year in FY 2018/19 is estimated at \$275,000, allowing for time to phase positions in and recruit to fill vacancies.

### **Background**

The OCFA's former organizational structure (prior to 2015) included an Executive Management team comprised of the Fire Chief, one Deputy Chief, and four Assistant Chiefs. Under the former Fire Chief's leadership in the latter part of 2015, the organizational structure was changed to remove the Deputy Chief and to increase the number of Assistant Chiefs from four to five. All five Assistant Chiefs plus one Human Resources Director currently report directly to the Fire Chief. As a result, the Fire Chief must divide his attention among six direct report managers, four labor associations, a 25-member Board of Directors, 24 City Managers, and many external fire and law enforcement partnering agencies.

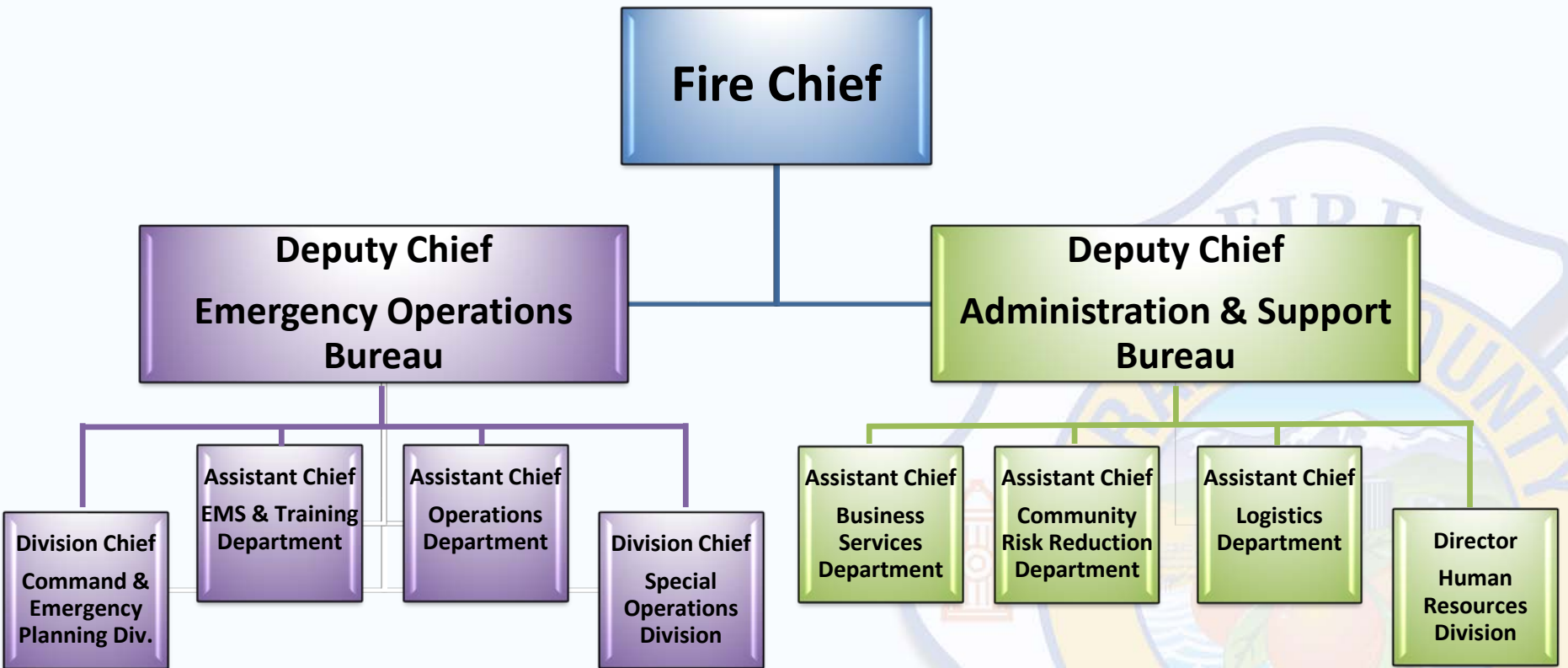
Considering the growth that has occurred in the number of member agencies and population served by OCFA since inception in 1995, along with corresponding growth in the workforce, the Fire Chief has been evaluating a potential change in the organizational structure. The evaluation has focused on organizational changes that will enable improved delegation, improved organization of activities, and ultimately, improved service delivery. Key in the proposed organizational restructure is re-establishment of the former Deputy Chief rank, with implementation of two Deputies both reporting directly to the Fire Chief. Organizational activities would then be organized under a Deputy Chief, Emergency Operations Bureau and a Deputy Chief, Administration & Support Bureau. Multiple changes of reporting structure would be implemented to place Departments, Divisions, and Sections under the two Deputy Chiefs (Attachment 1).

Board approval is required for the necessary budget adjustment, position changes to the Master Position Control, language amendments in the Personnel & Salary Resolution (Attachment 2), and new/modified job class specifications (Attachment 3).

### **Attachment(s)**

1. Proposed Organization Chart
2. Proposed Personnel & Salary Resolution
3. Proposed Deputy Chief Class Specifications

# Proposed Organization Chart





# **PERSONNEL AND SALARY RESOLUTION**

**ORANGE COUNTY FIRE AUTHORITY**

**Revised by the Board of Directors  
~~November 17, 2016~~ August 23, 2018  
(Amendments to Part 3 Only)**



**PART 3 - EXECUTIVE MANAGEMENT**  
**ARTICLE I**

**TERMS AND CONDITIONS OF EMPLOYMENT**

**Section 1. General Provisions**

- A. Except as otherwise provided in this Article or by State law or action of the Board and except where the natural construction of a provision indicates otherwise, the wages, hours, and terms and conditions of employment for Executive Management employees shall be the same as adopted for employees in the Administrative Management Unit. However, any provision requiring Fire Chief approval for Administrative Management employees that could also benefit the Fire Chief shall be forwarded to the Board for approval.

**Section 2. At-Will Appointments**

- A. Notwithstanding any other provision of this Personnel and Salary Resolution, employees appointed to Executive Management positions, exclusive of the Fire Chief, shall serve at the pleasure of the Fire Chief. Prior to such an appointment, the Human Resources Director shall obtain written acknowledgement from the prospective appointee acknowledging his/her understanding of such At-Will status.
- B. Such employees may be removed from their position at any time without notice, cause, or rights of appeal. In the event such employees are removed from their positions, the Authority shall provide, at the discretion of the Fire Chief, either severance pay OR reassignment as described below:
1. Severance Pay - In the event such employee is removed from his/her position prior to the third year anniversary of his/her appointment without being reassigned, the Authority shall pay a sum equal to three (3) months of the base annual salary that is in effect as of the date of the termination. In the event such employee is removed from his/her position after the third year anniversary without being reassigned, severance pay shall be increased by one (1) month for each additional year or portion thereof, up to a maximum of six (6) months in total.
  2. Reassignment - In the event such employee is removed from his/her position without severance pay, the Authority shall reassign said employee to a non-Executive Management position in a lower class, in which he/she passed probation immediately prior to becoming an At-Will employee, or an equivalent position. In such event, employee shall be placed at the middle of the applicable salary range. Said reassignment shall not result in layoff of any other employee. Employees appointed to such Executive Management positions from outside the Authority shall have no rights to a lower level position.
- C. Notwithstanding the provisions of this Section, the Authority shall have the right to dismiss for reasonable cause any Executive Management employee, and may do so without compliance with Sections 2.B.1 or 2.B.2 of this Article. In such an event, the provisions of Part 2, Articles VIII, DISCIPLINARY AND PREDISCIPLINARY ACTIONS, and IX, GRIEVANCE PROCEDURE, shall be fully applicable.

D. Reasonable Cause

For purposes of this Section, the term, "reasonable cause" shall include, but not be limited to, the following: (1) dishonesty, (2) insubordination, (3) incompetence, (4) neglect of duty, (5) excessive or unexcused absences, (6) possession, use, or sale of alcohol or illegal narcotics while on Authority duty or premises, (7) misuse or misappropriation of Authority property or funds, (8) conflict of interest, (9) improper political activity, (10) intentionally misrepresenting information or facts in any statement, declaration of affidavit made by an employee, (11) any conduct, act, or omission either during or outside duty hours that is of such a nature that it causes discredit to the Authority or the firefighting profession, or that conduct, act, or omission has a disruptive effect on the efficiency or integrity of the public service, (12) any violation of the Authority's General Orders or Standard Operating Procedures.

**Section 3. Life Insurance**

- A. Executive Management employees shall receive life and accidental death and dismemberment insurance, at no cost to the employee, in an amount equal to their base annual salaries, adjusted to the closest ten thousand (10,000) dollars regardless of age with the option to purchase additional coverage, including dependent coverage.

**Section 4. Optional Benefit Plan (OBP)**

- A. All provisions that apply to Administrative Management shall also apply to Executive Management, except that the amount of the Optional Benefit Plan shall be three thousand five hundred (3500) dollars for Executive Management employees for each calendar year.

**Section 5. 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 5.C.1 and 5.C.2 of this Article, the Authority shall contribute toward 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 Section 22892.
- C. The Authority shall continue to maintain its Section 125 Cafeteria Plan for active eligible employees and pay the following amounts for employees' health care coverage and other benefits:
1. Except as modified in Section 5.D. of this Article, each full-time (regular, limited-term, or probationary) employee shall receive the dollar value of one hundred percent (100%) of the employee's health plan premium or seventy-five percent (75%) of the total health plan premium selected by the employee, whichever is greater. That amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892. 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.

2. Except as modified in Section 5.D. of this Article, each part-time (regular, limited-term, or probationary) employee shall receive the dollar value of fifty percent (50%) of the employee's health plan premium or thirty-seven and five-tenths percent (37.5%) of the total health plan premium selected by the employee, whichever is greater, and that 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.
- D. For employees who are on approved Family Leave, the Authority shall continue to pay health insurance premiums as provided in Sections 5.C.1 and 5.C.2 of this Article to the extent required by applicable law.
- E. Upon showing sufficient proof of alternate health care coverage, such as a certificate of coverage, a full-time or part-time (regular, limited-term or probationary) employee shall be entitled to a fifty-five (55) dollar biweekly credit to his/her Cafeteria Plan, in lieu of the amount provided in Sections 5.C.1 and 5.C.2 of this Article. This credit may be applied towards benefits offered under the Cafeteria Plan, including accidental death and dismemberment insurance or miscellaneous pay.
- F. For 2016, the Director of Communications and the Human Resources Director shall receive a monthly cash allotment in the amount of one thousand six hundred fifty three dollars and fifty four cents (\$1,653.54) to be applied toward health care coverage and other benefits. The amount shall be adjusted annually each January in the amount equal to the average percentage increase of CalPERS Health Plans for that year. The average percentage increase shall be computed by averaging the increase in CalPERS Health Plans in which the employees are eligible to participate, with the exclusion of the Plan with the highest premium. In addition to purchasing health care coverage, the Director of Communications and the Human Resources Director, at his/her option, may receive any or all remaining funds in cash or defer such funds to an Authority offered Deferred Compensation Plan.

## **Section 6. Range Adjustment**

- A. The bottom of the salary range for Assistant Chief shall be established at five and five-tenths percent (5.5%) above the maximum attainable Fire Division Chief salary. The top for this range shall be established at seven and five-tenths percent (7.5%) above the bottom. Maximum attainable salary is defined as the sum of the top of the salary range for Fire Division Chief plus any additional non-base salary building compensation provided to the majority of employees in this classification.
- B. The top of the salary range for Human Resources Director and Director of Communications shall be established at seven and five-tenths percent (7.5%) above the maximum attainable salary within the OCFAMA classifications.

B-C. The bottom of the salary range for Deputy Fire Chief shall be established at the top of the Assistant Chief salary range. The top for this range shall be established at seven and five-tenths (7.5) percent above the bottom.

G-D. Movement within the salary ranges shall be based on job performance and shall be approved by the Fire Chief.

## **Section 7. Deferred Compensation**

- A. An employee in the classifications designated as Executive Management shall receive a biweekly deferred compensation contribution from the Authority in the amount equal to four and five-tenths percent (4.5%) of the employee's biweekly base salary. Such contribution shall go into the employee's designated account within the Authority's Deferred Compensation Plan.

## **Section 8. Authority Issued Vehicles and Cash in Lieu Allowance Policy**

- A. Intent of Policy

This policy has been developed to provide a consistent application of the Vehicle Allowance benefit that covers the issuance of an Authority vehicle or a cash allowance in lieu of an Authority issued vehicle.

- B. Authority Issued Vehicle

1. Emergency/Code 3 Response Vehicles

Based on the duties performed by each member of the Executive Management group, the Fire Chief shall determine if an employee shall be required to maintain a twenty-four (24) hour emergency/Code 3 response vehicle. This determination shall be based on the specific requirement of the job and shall take all of the following conditions into consideration:

- The duties of the position require a twenty-four (24) hour seven (7) days a week emergency/Code 3 response status.
- The duties require that the vehicle be equipped with emergency/Code 3 response and communications equipment, i.e., emergency lights, siren, emergency radio, etc.
- The duties dictate the use of the vehicle in a manner that insurance coverage is not available on an individual basis, i.e., emergency response and wildland traversing.

Upon determination by the Fire Chief that the Executive Management member's duties require an Authority issued emergency/Code 3 equipped response vehicle, the Fire Chief shall assign such vehicle to the employee. The Fire Chief, at his/her discretion, may at any time determine that there is no need for such vehicle and revoke the use of the vehicle.

Emergency/Code 3 response vehicles shall be provided at the discretion of the Fire Chief and be in accordance with the following conditions:

- Those employees who shall be provided emergency/Code 3 response vehicles may use the vehicles for personal use, but shall be available on

a twenty-four (24) hour, seven (7) days a week emergency/Code 3 response status.

- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be equipped with emergency/Code 3 equipment and shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee and spouse when the employee is present in the vehicle.
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief
- Authority provided fuel for Authority issued vehicles shall be for business use only.

## 2. Non-emergency/Code 3 Response Vehicles

Should an Executive Management employee opt to receive an Authority issued vehicle, the issuance of the vehicle shall be in accordance with the following conditions:

- Those employees provided vehicles may use the vehicles for personal use.
- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee and spouse when the employee is present in the vehicle.
- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief.
- Authority provided fuel for Authority issued vehicles shall be for business use only.

## 3. Record Keeping

It is understood that if an employee is issued an Authority vehicle, the vehicle shall be used for business and personal use. In determining the cash value of the personal use of the vehicle, the method of "Annual Lease Value" shall be applied. Upon receipt of the appropriate information from the employee, the Finance Manager shall calculate the appropriate cash value for the vehicle's personal use. The cash value shall be identified on the individual's W-2 in Box 1 as taxable income. The cash value shall cover the cost of the vehicle and its maintenance and insurance.

## C. Vehicle Cash Allowance

Those Executive Management employees who are not determined by the Fire Chief to be required to maintain a twenty-four (24) hour a day seven (7) days a week emergency/Code 3 response vehicle shall have the option of an Authority provided

vehicle or shall receive a monthly cash allowance in the amount of five hundred (500) dollars for the use of their personal vehicle for Authority business. Such allowance shall be identified on their W-2 in Box 1, as taxable income. The Human Resources Director and Director of Communications are only eligible to receive the monthly cash allowance.

Employees who use their personal vehicle for business purposes shall comply with the following requirements:

- They shall maintain and provide proof of adequate levels of personal vehicle insurance coverage.
- They shall purchase their own fuel for the vehicle.
- They shall ensure that the vehicle is properly maintained.

#### **Section 9. Retirement Formula – 3% at 50 (Safety Employees Hired before July 1, 2011)**

A. The Authority shall continue the 3% at 50 retirement formula for active Safety Member employees hired before July 1, 2011 for all years of service as specified under California Government Code Section 31664.1.

~~B. Employees in Executive Management shall pay up to thirteen and one half percent (13.5%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than thirteen and one half percent (13.5%).~~

~~C.~~

~~D.B. Effective the first day of the first full pay period in March, 2017, employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).~~

~~E.C.~~ The employee deduction shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under Government Code Section 31664.1(c). At any time ~~beyond March 1, 2017~~, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions.

#### **Section 10. Retirement Formula – 3% at 55 (Safety Employees Hired From July 1, 2011 Through December 31, 2012 or Employees Hired On or After January 1, 2013 With Reciprocal Retirement Benefits)**

A. The Authority shall continue the 3% at 55 retirement formula for active safety employees who were hired from July 1, 2011 through December 31, 2012 or hired on or after January 1, 2013 and establish reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 31664.2.

~~B. Employees in Executive Management shall pay up to thirteen and one half percent (13.5%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than thirteen and one half percent (13.5%).~~

~~C.~~

~~D.B. Effective the first day of the first full pay period in March, 2017, employees in~~

~~Executive Management shall pay~~ their maximum employee contribution (based on age of entry into OCERS).

~~E.C.~~ At any time ~~beyond March 1, 2017~~, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions. This deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount, or until such time that the employee qualifies under GC 31664.1(c).

**Section 11. Retirement Formula – 2.7% at 57 (Safety Employees Hired On or After January 1, 2013 With No Reciprocal Retirement Benefits)**

- A. The Authority shall continue the 2.7% at 57 retirement formula for active safety employees who were hired on or after January 1, 2013 who do not establish reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 7522.25(d). Effective upon employment by the Authority, the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to 50% of the normal retirement cost toward the employee's retirement contribution. This deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount.

**Section 12. Retirement Formula – 2.7% at 55 (Non-Safety Employees Hired Prior to December 1, 2012)**

- A. The Authority shall continue the 2.7% at 55 retirement formula for active non-safety employees who were hired prior to December 1, 2012.

~~B. Employees in Executive Management shall pay up to thirteen and one half percent (13.5%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than thirteen and one half percent (13.5%).~~

~~C.~~

~~D.B. Effective the first day of the first full pay period in March, 2017, employees in Executive Management shall pay~~ their maximum employee contribution (based on age of entry into OCERS).

~~E.C.~~ At any time ~~beyond March 1, 2017~~, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions. The deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount.

**Section 13. Retirement Formula – 2% at 55 (Non-Safety Employees Hired From December 1, 2012 Through December 31, 2012 or Employees Hired On or After January 1, 2013 With Reciprocal Retirement Benefits)**

- A. The Authority shall continue the 2% at 55 retirement formula for active non-safety employees who were hired from December 1, 2012 through December 31, 2012 or hired on or after January 1, 2013 and have established reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under

~~B. Employees in Executive Management shall pay up to thirteen and one half percent (13.5%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than thirteen and one half percent (13.5%).~~

~~C.~~

~~D.B. Effective the first day of the first full pay period in March, 2017, employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).~~

E.C. At any time ~~beyond March 1, 2017~~, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions. This deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount.

**Section 14. Retirement Formula – 2.5% at 67 (Non-Safety Employees Hired On or After January 1, 2013 With No Reciprocal Retirement Benefits)**

A. The Authority shall continue the 2.5% at 67 retirement formula for active non-safety employees who were hired on or after January 1, 2013 and do not establish reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 7522.20. Effective upon employment by the Authority, the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to 50% of the normal retirement cost toward the employee's retirement contribution. This deduction shall continue during the employee's employment period and may increase at such time that the Government Code requires the employee to contribute a greater amount.

**Section 15. Retiree Medical Insurance Grant**

A. All provisions that apply to Administrative Management shall also apply to Executive Management.



**EXECUTIVE MANAGEMENT CLASSIFICATIONS**

Fire Chief

Assistant Chief — ~~Business Services~~

~~Assistant Chief/Fire Marshal — Community Risk Reduction~~

~~Assistant Chief — Operations~~

~~Assistant Chief — Support Services~~

Deputy Fire Chief

Director of Communications

Human Resources Director



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: Deputy Fire Chief

**REPORTS TO:** Fire Chief

**FLSA:** Exempt

**SUPERVISES:** Assistant Chief and  
Human Resources Director

**CLASS CODE:** 5838

**DEPARTMENT:** Executive Management

#### **CLASS SUMMARY:**

Incumbent is responsible for performing executive level activities. ~~Incumbent is responsible for~~ and assisting the Fire Chief in planning, organizing, and directing the operation of the Orange County Fire Authority (OCFA). ~~and to~~ May act in the capacity of the Fire Chief in his/her absence ~~of the Fire Chief~~.

#### **DISTINGUISHING CHARACTERISTICS:**

The Deputy Fire Chief is the second level in a three level executive management series. The Deputy Fire Chief is distinguished from the Fire Chief, which has responsibility for organizing and directing the operation of the OCFA. The Deputy Fire Chief is distinguished from the Assistant Chiefs, by its responsibility for assisting the Fire Chief in planning, organizing, implementing, and directing the operation of the OCFA.

**ESSENTIAL FUNCTIONS:** (These duties are intended to be a representative sample of the duties performed by the class.)

Confers with and directs the day-to-day activities of the OCFA through the Assistant Chiefs ~~and the Director of Human Resources~~; directs their training and development and evaluates their performance.

Assists the Fire Chief in planning, organizing, implementing, and directing all phases of the operations of the ~~Authority~~ OCFA; assists the Fire Chief in formulating ~~departmental~~ operating policy in conformance with Board of Directors' policy and legislative mandates s.

Develops and recommends bureau ~~departmental~~ goals and objectives and delegates authority and responsibility to meet the goals and objectives; evaluates and reports to the Fire Chief on the effectiveness and efficiency of ~~departmental~~ bureau-level operations.

Establishes and coordinates the implementation of OCFA standard operating procedures and ensuresing compliance with Federal, State, and local laws.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: Deputy Fire Chief

Reviews executive management staff recommendations for staff and equipment; recommends departmental budget priorities; ~~acting for the Fire Chief, may presents~~ and ~~justify justifies~~ program and budget recommendations to the Board of Directors.

Coordinates with contiguous fire departments and develops mutual assistance programs, where appropriate.

Meets with citizen groups to discuss and explain the various OCFA all-risk injury prevention and life safety programs; promotes community support of the Authority programs.

Evaluates community needs; recommends modification of departmental operations to meet new or changed needs.

Works closely with the City Manager's Technical Advisory Committee, ~~three~~ standing committees of the Board of Directors, as well as special ad hoc committees as needed.

Performs other duties of a similar nature or level.

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### **MINIMUM QUALIFICATIONS:**

#### **EDUCATION AND EXPERIENCE (position requirements at entry):**

Bachelor's Degree in Public Administration, Business Administration, or a related field. Eight (8) or more years of progressively responsible divisional or departmental management experience, including labor relations, meet and confer with employee groups, and grievance resolution. Up to four (4) years of job-related experience can be substituted for up to two (2) years of the education requirement for this position; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

~~**Desirable:** Additional college level or coursework above the Bachelor's Degree level. Enrollment in the National Fire Academy Executive Fire Officer Program; Public Administration, Fire Protection Administration or related field; qualified under the National Wildfire Coordinating Group guidelines, in one or more Incident Command System Section Chief positions.~~

#### **LICENSES AND CERTIFICATIONS (position requirements at entry):**

Possession of or ability to obtain a valid ~~California Driver License, Class C~~ Class C Driver License or higher, before date of appointment, ~~may be required~~.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: Deputy Fire Chief

#### **KNOWLEDGE (position requirements at entry):**

Knowledge of:

- Contemporary leadership principles and practices applicable to a modern, ~~decentralized~~, service-oriented organization;
- Management principles and practices necessary to plan, analyze, develop, direct, and evaluate regional programs, administrative policies, organizational structures, and the various OCFA all-risk injury and life safety practices;
- Principles and processes necessary to accomplish organizational change in a highly traditional and unionized work environment;
- Principles and modern methods of fire suppression/prevention;
- Administration principles and practices including organization, fiscal management, budgetary preparation and controls, program planning, implementation, and administration; local government funding regulations and processes including fee for service, property tax regulation and cost recovery;
- Federal and State laws, rules, and procedures governing fire suppression, prevention, and investigation;
- Principles of employee supervision and personnel management including labor relations, training, disciplining of personnel, and modern information systems.

#### **SKILLS (position requirements at entry):**

Skill in:

- Planing, organizing, directing, and coordinating operations of the OCFA, and ~~motivate-motivating organizational units~~ personnel to meet ~~departmental-OCFA~~ objectives;
- Coordinating departmental program objectives with the general goals of the total organization and its various operations;
- ~~Define-Defining~~ problem areas; directing the collection, interpretation, and evaluation of data and development of sound solutions to technical and administrative fire suppression problems;
- Coordinating and initiating actions, implementing decisions and recommendations;
- Interpreting complex regulations, laws, and guidelines;
- Establishing and maintaining effective working relationships with others, especially in sensitive relationships with representatives of other agencies or governmental units, employee associations, and citizen groups;
- Dealing tactfully and persuasively with others in controversial situations;
- Evaluating the adequacy of procedures, budgets, staffing requirements, and programs;
- Communicating effectively through oral presentations, written reports, and discussions with Directors, executive level staff, and other Federal, State, and local agencies, departments, groups, and individuals.



# ORANGE COUNTY FIRE AUTHORITY

## CLASS SPECIFICATIONS

### JOB TITLE: Deputy Fire Chief

#### **PHYSICAL REQUIREMENTS:**

Positions in this class typically require: fingering, grasping, talking, hearing, seeing and repetitive motions.

**Light Work:** Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

#### **WORKING CONDITIONS:**

Incumbents work in a standard office environment.

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#### **NOTE:**

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the needs of the department.

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#### **Classification History:**

Draft prepared by Creative Management Solutions, Date: 03-99

Final prepared by OCFA, Date: 07-99 Human Resources

Director Review:

Zenovy Jakymiw \_\_\_\_\_ Date: \_\_\_\_\_

Adopted by Board of Directors: 07-99

Revised 08-2018

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**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**August 23, 2018**

**Agenda Item No. 5B**  
**Discussion Calendar**

**Approval of Memorandum of Understanding**  
**Orange County Fire Authority Management Association**

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**Contact(s) for Further Information**

Brigette Gibb, Director  
Human Resources

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

714.573.6353

**Summary**

This item is submitted for approval of a Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Orange County Fire Authority Management Association (OCFAMA), effective August 23, 2018.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

1. Approve the proposed Memorandum of Understanding between the Orange County Fire Authority and the Orange County Fire Authority Management Association, for a term of June 25, 2018, to June 24, 2021.
2. Authorize an adjustment to the FY 2018/19 Adopted Budget to increase General Fund (121) expenditures in the amount of \$119,658.

**Impact to Cities/County**

Approval of the proposed MOU facilitates continued administrative management support services throughout the OCFA, in direct support of frontline suppression and prevention services to all communities served by OCFA.

**Fiscal Impact**

Annualized increases to the salary and employee benefits budget equivalent to 2% per year are included in this proposed MOU. This amounts to an increase of \$141,290 for year one, \$143,672 for year two, and \$146,545 for year three. Salary increases are effective in August of each year; therefore, the partial year cost impact in FY 2018/19 is estimated to be \$119,658.

**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.



OCFAMA currently represents 37 authorized/active positions. The previous MOU for OCFAMA included a term that ran from June 25, 2015, through June 24, 2018. Our current negotiations began in February 2018, led by the OCFA's professional labor negotiator (Peter Brown, Liebert Cassidy Whitmore) to serve as the Chief Negotiator. The Board provided all policy direction and economic parameters to Mr. Brown for use in negotiating this successor MOU.

We are pleased to report that a tentative agreement was reached with OCFAMA on July 27, 2018. Since July 27, we have completed the detailed language requirements for the MOU, and OCFAMA has held meetings with its membership to review the proposed terms. Formal ratification of the MOU by OCFAMA members was completed on August 3, 2018.

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

- Term: June 25, 2018, to June 24, 2021
- Wages: Effective August in 2018, 2019, and 2020, 1.84%, 2%, and 2% salary increases will be provided respectively. In addition, a \$500 merit-based contribution will be made to deferred compensation accounts for those managers who are at top step of their salary ranges, provided they achieve at least a "standard" or above rating on their annual performance evaluation.
- Sick & Vacation Payoff Provisions: Payoff provisions were modified to align with changes in tax regulations issued by the Internal Revenue Service.
- Classification Studies: The parties have agreed to conduct classification/compensation studies of all job classification series in the Unit during the last year of the term of the MOU.

#### **Attachment(s)**

Proposed redlined version of Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Orange County Fire Authority Management 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.)

Tentative Agreement - July 27, 2018

**MEMORANDUM OF UNDERSTANDING**

**2015-2018 2018-2021**

**BETWEEN THE**

**ORANGE COUNTY FIRE AUTHORITY**

**AND**

**ORANGE COUNTY FIRE AUTHORITY MANAGEMENT ASSOCIATION**



This is a consolidated Memorandum of Understanding that sets forth the terms of agreement reached between the Orange County Fire Authority and the Orange County Fire Authority Management Association for the period beginning June 25, 201~~8~~<sup>5</sup> through June 24, 20~~21~~<sup>18</sup>. All economic provisions go into effect either on the date specifically provided for in this MOU or on the first date of the pay period following Board approval if not specifically addressed.

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



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## ARTICLE I

### GENERAL PROVISIONS

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

The provisions of this Memorandum of Understanding ("MOU") shall commence on June 25, 201~~8~~<sup>5</sup>, unless another implementation date is specified within the MOU, and shall expire on June 24, 202~~1~~<sup>4</sup>~~8~~.

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

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

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

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

## ARTICLE II

### COMPENSATION

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

- A. The base salaries for employees in the unit are set forth in the salary schedule of this MOU which is included as Appendix B of this MOU.
- B. Compensation Increases
- ~~1. Effective July 10, 2015, employees shall receive a five percent (5%) base salary increase.~~
  - ~~2. Effective on January 8, 2016, employees shall receive a two percent (2%) base salary increase.~~
  - ~~3. Effective on January 6, 2017, employees shall receive a one and ninety five one hundredths percent (1.95%) base salary increase.~~
  1. Effective on the first day of the pay period following Board approval of this MOU, employees covered by this Agreement shall receive a one and eighty-four one hundredths percent (1.84%) base salary increase.
  2. Effective in the pay period including the date which is exactly one (1) year from the first salary increase, employees covered by the Agreement shall receive a two percent (2.0%) base salary increase.
  3. Effective in the pay period including the date which is exactly two (2) years from the first salary increase, employees covered by the Agreement shall receive a two percent (2.0%) base salary increase.
- C. Employees shall receive compensation on a salary basis at a biweekly rate within the range and step assigned to the class in which they are employed.
- D. The Fire Chief may, in those instances where he/she determines that it is in the best interest of the Authority, approve additional individual salary increases, provided that the amount, when added to any other increase, shall not exceed fifteen percent (15%); however, no such increase shall cause an employee's salary to exceed the maximum of the applicable salary range.
- E. If any employee is required to work an unusually large number of hours as a result of natural disasters and/or officially declared emergencies, such as floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances such as special projects, excessive call backs, etc., the Fire Chief, any Assistant Chief or ~~Department Head~~Director may authorize additional compensation for such an employee or group of employees whom the Fire Chief, any Assistant Chief or ~~Department Head~~Director

determines should receive additional compensation. The rate of such compensation shall be equal to one-eightieth (1/80) of the employee's regular biweekly pay rate for the hours in excess of eighty (80) hours in a pay period. The Fire Chief, any Assistant Chief or Director may also authorize Management Administrative Leave (MAL) for members of the OCFAMA bargaining unit in lieu of compensation provided within this paragraph. MAL will not have cash value and cannot be cashed out (as permitted per agreement by Labor Code Section 227.3) at any time including at the end of employment. MAL can be used just like vacation by making a request to use it with each employee's supervisor.

F. No employee's base salary shall exceed the maximum of the salary range, except pursuant to the Y-Rate provisions in Article II, Section 5 of this MOU.

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

H. The Fire Authority will conduct a classification and compensation study of the classifications in the OCFAMA which will be completed during the last year of the term of this MOU. The study will be conducted by a third party consultant. The parties agree to the following regarding the study:

1. It will include updates to job descriptions to reflect current job duties assigned and/or performed.
2. It will compare wages of bargaining unit positions as compared to comparable classifications at the agencies surveyed in the study.
3. It will conduct both an external wage analysis (as described in paragraph 2 above) and an internal wage analysis of positions in the same classification series.
4. The Authority will provide the OCFAMA with a draft of the report of the study and the OCFAMA will have (thirty) 30 days to provide any response regarding the report.
5. The Authority will review the OCFAMA's response to the draft report and consider that information in providing direction to the consultant conducting the study.
6. The final report from the consultant will be provided to the OCFAMA.

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

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

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

A. The Human Resources Director may authorize the appointment of employees at any rate up to the middle of the salary range. Such appointment may be made only when, at

the discretion of the Human Resources Director, there is a direct and measurable benefit to the Authority for such appointment.

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

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

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

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

- ~~A. When an employee is reassigned from one class to another class with the same recruiting rate, the employee's salary shall not change.~~
- ~~B. When an employee is reassigned from one class to another class with the same salary range, but a higher recruiting rate, the employee's salary shall be advanced the percentage difference between recruiting rates.~~
- ~~C. When an employee is reassigned from one class to another class with the same salary range, but a lower recruiting rate, the employee's salary shall not change.~~
  - ~~1. When a probationary employee is reassigned from one class to another class with the same salary range, but a lower recruiting rate, the employee shall have the rate status and probation status that the employee would have achieved if the employee had been in the new class throughout the period of his/her service in the initial class.~~
- ~~D. When an employee is involved in a series of reassignments among classes with different recruiting rates, the employee's salary shall be determined by the Human Resources Director.~~

~~E. If a class is reassigned to a higher salary range, the Board, or where appropriate, the Fire Chief, shall determine the salary adjustment, if any, each employee in the class shall receive. Such adjustment shall not exceed a fifteen percent (15%) increase, provided that the employee's salary in shall not fall below first step of the new salary range. In no case shall the employee's salary fall below his/her salary received before the reassignment of the class to the higher salary range.~~

#### **Section 45. Base Salary on Reassignment or Reclassification**

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

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

#### **Section 56. Base Salary on Reemployment**

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

#### **Section 67. Working Out of Class**

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

#### **Section 78. Annual Merit Review Program**

- A. The Annual Merit Review Program establishes the award of performance salary

increases to eligible employees. The Annual Merit Review Program shall be administered as follows:

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

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

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

Performance Salary Increase Effective Date	Pay Period #
August <del>31, 2018</del> <sup>21, 2015</sup>	19
August <del>30, 2019</del> <sup>19, 2016</sup>	<del>19</del> <sup>8</sup>
<del>August 28, 2020</del> September 1, 2017	19

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

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

1. Except as provided in B.2 below, all employees are eligible to receive performance salary increases through the Annual Merit Review Program.
2. An employee hired or promoted into a classification in this unit on or after March 1 shall not be eligible to receive a performance salary increase during his/her first performance rating year period of employment or promotion. Such employees shall be eligible for performance salary increases the next subsequent performance rating year period.
3. Part-time employees shall be eligible for performance salary increases upon completion of two thousand eighty (2,080) hours of employment. Performance salary increases shall be effective the first day of the pay period following the completion of said period.



C. Merit-Based Contribution to Deferred Compensation for Employees at the Maximum of their Salary Range

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

1. Employees must be at the maximum of their salary range at the time they receive their annual performance evaluation.
2. To be eligible to receive the merit based deferred compensation contribution, employees must receive a rating of at least "standard" as the overall rating on their annual performance evaluation.
3. Employees who qualify for the merit based contribution to their deferred compensation account will receive a contribution of five hundred dollars (\$500).
4. Employees at the maximum of their salary range are eligible to receive the merit based contribution to their deferred compensation account each year after receiving their annual performance evaluation. The deferred compensation contributions will be made in the first pay period of January in the following year.

**Section 89. Bilingual Pay**

- A. Employees who are eligible for bilingual pay as set forth below, shall receive an additional thirty (30) cents per hour up to a maximum of forty (40) hours per FLSA workweek (approximately fifty-two dollars (\$52) per month) for all hours actually paid.
1. An employee must be conversant in one (1) of the pre-designated languages to qualify to receive bilingual pay:
    - Spanish
    - Vietnamese
    - Korean
    - American Sign Language
  2. Other languages may qualify on a case-by-case basis.
  3. The employees must be approved by the Human Resources Director per AM SOP 103.02.
- B. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.

- C. Bilingual pay shall be considered part of base pay for employees receiving apply to workers' compensation benefits and be considered as part of the employee's base pay if the employee is entitled to receive his/her compensation per any other provision of law for the earnings of other benefits as provided by law.
- D. A bilingual employee may be called upon to speak or translate a second language at any time, as Authority needs dictate.
- E. An employee who is receiving bilingual pay and no longer wishes to use his/her bilingual skills may make a request to the Human Resources Director to no longer be required to use those skills and no longer receive the pay. in a bilingual assignment may request assignment to a position that does not require bilingual certification. The request shall be made in writing to the Human Resources Director Fire Chief who shall consider it according to:
  - 1. Authority need,
  - 2. Availability of a qualified replacement; and
  - 3. Availability of another suitable assignment for the requesting employees.

#### **Section 940. Deferred Compensation**

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

#### **Section 104. Work Schedules**

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

- B. The Authority reserves the right to implement other alternate work schedules in emergencies or to authorize alternate work schedules requested by OCFAMA, if the needs of the operation would be better served. The Authority shall discuss with the OCFAMA any proposed changes in work hours or existing work schedules before such changes are put into effect. Whenever practicable, the Authority shall provide written notification of such proposed changes to the OCFAMA at least fourteen (14) calendar days before such changes are put into effect.
- C. As employees who are exempt from overtime, employees in this uUnit may be provided with the ability to flex their work hours within a workweek. For example, an employee may work twelve (12) hours in one day and may be permitted to work fewer hours in another day during the workweek.

## ARTICLE III

### BENEFITS

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

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

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

##### ~~B. Employer's Contribution~~

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

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

"Final Compensation" for Legacy Members of OCERS, in accordance with Government Code Section 31462(a), means the average annual compensation earnable by a member during any three (3) years elected by a member at or before the time he or she files an application for retirement, or, if he or she fails to elect, during the three (3) years immediately preceding his or her retirement. If a member has less than three (3) years of service, his or her final compensation shall be determined by dividing his or her total compensation by the number of months of service credited to him or her and multiplying by twelve (12).

##### ~~D.C.~~ Cost of Living Adjustments

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

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

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

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

~~b. Employee Contribution: Effective July 10, 2015, employees shall pay up to twelve and one quarter percent (12.25%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than twelve and one quarter percent (12.25%).~~

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

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

~~Employees shall pay their maximum employee contribution based on age of entry into OCERS, including any any time beyond July 1, 2017, if there are increases to the maximum employee contribution as calculated by OCERS, employees will pay their maximum employee contribution based on age of entry into OCERS.~~

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

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

~~b. Employee Contribution: Effective July 10, 2015, employees shall pay up to twelve and one quarter percent (12.25%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than twelve and one quarter percent (12.25%).~~

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

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

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

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

a. The retirement formula ~~is will be~~ the 2.5% at age 67 retirement formula per

Government Code Section 7522.20(a), utilizing the average three (3) highest years of compensation per Government Code Section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement.

- b. Employee Contribution: Such employees shall pay one half the normal cost as defined by the PEPRA.

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

## **Section 2. Insurances**

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

1. The Authority provides health insurance benefits to employees through the California Public Employees' Retirement System (CalPERS) through the Public Employees' Medical and Hospital Care Act. (PEMHCA).
2. The Authority shall contribute towards the payment of health care premiums on behalf of each eligible active employee and each eligible retiree, an equal contribution as set forth in California Government Code 22892 of the PEMHCA. That amount is equal to the PEMHCA statutory minimum, ~~which is \$122 for 2015, \$125 for 2016, and a yet undetermined amount for years following 2016.~~
3. The Authority shall provide a Section 125 Cafeteria Plan for active eligible employees and pay the following amounts for employees' health care coverage and other benefits:
  - a. For 201~~85~~, employees shall receive a monthly cash allotment in the amount of one thousand ~~seven~~five hundred and sixty~~-eight~~-nine dollars and ~~eighty-two~~ninety five cents (\$1,~~768.82~~569.95). This amount shall be adjusted annually each January in the amount equal to the average percentage increase of the CalPERS Health Plans for that year. The average percentage increase shall be computed by averaging the increase in the CalPERS Health Plans in which the employees are eligible to participate, with the exclusion of the Plan with the highest premium.

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

## B. Health Plan Enrollment

1. Newly hired eligible employees must enroll for coverage in health plans within the first sixty (60) days of employment. If the employee fails to enroll within the first 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 to the Authority of the Health Benefits Enrollment form.
2. Employees who are terminated due to disciplinary action or reduction in force, or who voluntarily resign from employment, may continue their health care coverage until the end of the month following the month in which the employee is terminated. However, the Authority's contribution towards the employee's health care coverage the month following termination shall be in accordance with California Government Code Section 22892, i.e., the PEMHCA statutory minimum amount.
3. An employee shall be given the opportunity to enroll in a medical plan or to change medical plans on the effective date of his/her retirement.
4. In all health plans, the Authority shall provide a minimum one (1) month period, each fiscal year, for open enrollment of employees and employees' dependents.
5. Two (2) full-time employees married to each other who elect coverage in the same health plan shall be enrolled as employee and dependent. Such employees shall have the full cost of coverage for employee and dependents paid by the Authority.
6. The Authority may re-open negotiations on the subject of the Affordable Care Act or its impacts.

## C. Other Insurance Coverage

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



and adjusted annually on each January 1, if required. Employees shall have the option to purchase additional life and accidental death and dismemberment coverage, including dependent coverage.

- d. Dental and orthodontia insurance coverage, at no cost to the employee, for the employee and dependents. Part-time employees shall have the option of purchasing dental insurance for the employee and his/her dependents by paying one-half ( $\frac{1}{2}$ ) the monthly rate paid by the Authority for full-time employees, provided the employee's normal workweek consists of at least twenty (20) hours.
- e. Vision care insurance coverage, at no cost to the employee, for the employee and dependents.

#### D. Premium Only Plan

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

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

##### 1. Retiree Medical Insurance Grant

- a. The Authority shall administer a Retiree Medical Insurance Grant plan, which will also be referred to herein as a "defined benefit plan" for employees who have retired or terminated from Authority service and who meet the eligibility requirements set forth in paragraph E.2, of this Section.
- b. Upon paid Authority retirement, an eligible retiree who has enrolled in a "qualified health plan" (as defined in the Plan) or in Medicare as stated in the Plan and required by the "qualified health plan," shall receive a Retiree Medical Insurance Grant.
- c. An eligible former employee who terminated from Authority service prior to retirement, who is fifty-five (55) years of age or older and who is enrolled in a recognized health plan or Medicare as stated in the Plan and required by the "recognized health plan," shall receive a Retiree Medical Insurance Grant.
- d. The Retiree Medical Insurance Grant may be applied only towards the cost of retiree and dependent coverage in a "qualified health plan", as reimbursement for a portion of the cost of eligible former employee and dependent coverage in a recognized health plan and/or Medicare premiums as provided in Sections E.1.d.i, E.1.d.ii, and E.1.d.iii of this Section.
  - i. Effective January 1, 20185, the Retiree Medical Insurance Grant shall be an amount based on twenty sixthree dollars and sixseventeen cents (\$26.063-17) per month for each full year of service to a maximum of six



~~hundred fifty one dollars and fifty cents (\$651.50)~~~~five hundred fifty one dollars and seventy-five (\$551.75)) cents~~ per month. On January 1 of each calendar year the amount of such Retiree Medical Insurance Grant shall be adjusted by the average percentage increase in Authority health plan premiums no later than the effective dates of such increase, not to exceed five ~~(5)~~ percent (5%) per year. In no case shall the Retiree Medical Insurance Grant exceed the actual cost of the health insurance and/or Medicare premiums.

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

## 2. Eligibility Requirements for Retiree Medical Insurance Grant

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

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

### 3. Employee Contribution

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

### 4. Survivor Benefits

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

- b. A surviving eligible retiree or eligible former employee who qualifies for a monthly retirement allowance and who was married to a retiree or eligible former employee who was also eligible for a Retiree Medical Insurance Grant shall receive the survivor benefit described in Section E.5.a of this Section, or his/her own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants.

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

- a. The OCFA and the OCFAMA have agreed that either may reopen labor negotiations (during the term of their MOU ~~— June 25, 2015 to June 24, 2018~~) on the topic of retiree medical grant if the subject is being discussed with any other bargaining unit at the OCFA.
6. During the term of this 2018-2021 MOU, the Authority agrees to participate in a Joint Labor Management Committee to discuss issues regarding the Retiree Medical Insurance Grant. Either party may provide the other with information about the Grant. Neither party is obligated to engage in labor negotiations regarding the grant.

F. Defined Contribution Retiree Medical Plan

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

G. Physical Examination

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

H. Optional Benefit Plan (OBP)

- a. Each eligible employee shall be entitled to select benefits from those listed below at a cost to the Authority not to exceed one thousand nine hundred dollars (\$1,900.~~00~~) for each calendar year.
- b. The purpose of the OBP is to provide options to individual employees to best meet the needs of themselves and dependents while relieving the employee of external influences that might impair his/her performance.

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

- i. Cash (taxable);
- ii. Health/accident;
  - A. Health programs (employee and/or dependents) such as smoking cessation, stress reduction, and physical, mental, and/or emotional health-related counseling for individual and/or family not covered or partially covered through existing plans;
  - B. Employee's share of Authority health insurance premiums (employee and/or dependents). Also includes payment of Accidental Death and Dismemberment coverage for employee and dependents available through the Authority;
  - C. Health care, vision, and/or dental (employee and/or dependents) excluded or partially excluded under the Authority's insurance plans. Examples of items covered under this provision include: deductibles, eye care, lenses, and frames.
- iii. To be eligible, each employee must file an Intent to Participate form by December 31<sup>st</sup> each year and in accordance with provided instructions. For new employee enrollment, the amount available to the employee shall be prorated based on month(s) of eligibility. An employee's designations are irrevocable, unless he/she has a change in family status. Eligible expenses must be incurred during an OBP period in which an employee is eligible and has sufficient fund balance to cover the expense. Claims may be filed at any time during the plan period, and all claims must be filed no later than ninety (90) days following the close of the OBP period. Upon approval and required written authorization, payment shall be made.
- iv. Eligibility – an employee is eligible to receive the OBP, provided he/she is continuously employed in a full-time capacity. Employees hired or promoted after the commencement of an OBP shall be eligible for the OBP on a prorated basis the first day of the month following the twenty-eighth (28<sup>th</sup>) day in a position in the Unit. Employees working in a job-sharing assignment in a full-time (regular, probationary, or limited-term) position shall be eligible to receive the OBP in proportion to each employee's regularly scheduled hours.
- v. Any portion of the optional benefit not incurred within the OBP period shall remain Authority funds.
- vi. Reimbursement claims shall be made via debit card transaction or mobile application or on forms authorized by the Human Resources Director. Only claims that are accompanied by complete documentation of an eligible expense during the OBP period will be approved.
- ~~vi. Claims shall be made on forms authorized by the Human Resources Director on which claimant declares the category of service received as~~

~~defined in the OBP, the dates the expenses were incurred by the claimant or eligible dependents, by whom service was provided, and the amount being claimed. Claims shall be paid when submitted with a declaration under penalty of perjury signed by the claimant and approved. Only those claims that are accompanied by documentation that an eligible expense has been incurred during the OBP period shall be approved.~~

## ARTICLE IV

### REIMBURSEMENT PROGRAMS

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

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

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

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

- C. For approved college or other approved graded courses (approved coursework is defined in the OCFA SOP regarding Tuition Reimbursement), reimbursement shall require a minimum final grade of “C” or better for undergraduate courses and a minimum final grade of “B” or better for graduate courses. For courses that are not graded, reimbursement shall require proof of successful completion. No reimbursement shall be made for audited or incomplete courses.
- D. Reimbursement from the Authority shall not exceed two thousand~~-(2000)~~ dollars (\$2,000) in any fiscal year and shall apply to tuition, registration, lab fees, books, and approved related expenses; and shall be processed according to the Authority’s tuition reimbursement process.
- E. Reimbursement received from other sources for expenses covered in this Section shall be deducted before the Authority provides tuition reimbursement.
- F. Employees are also eligible to be reimbursed for job-related licenses and certifications. Reimbursement may include expenses related to the costs necessary to obtain and/or maintain the license or certification subject to the following:

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

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

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

## ARTICLE V

### LEAVES OF ABSENCE

#### **Section 1. Sick Leave**

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

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

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

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

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

#### **E. Permitted Uses of Sick Leave**

Sick leave may be applied to:

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



2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the employee's supervisor.
3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the Authority that the presence of the employee on duty would endanger the health of others.
4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his/her immediate family, ~~provided that such absence shall be limited to a maximum of three (3) working days for each occurrence.~~ For purposes of this ~~paragraph~~Section, immediate family shall mean registered domestic partner, father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, step-child, grandparent, grandchild, step-grandchild, dependent adult or child for whom the employee is the legal guardian, or as otherwise defined by law. For purposes of use of sick leave under this paragraph, employees are entitled to use up to one half of his/her annual accrued sick leave for the illness/injury of immediate family.
  - a. Extra help employees may also apply sick leave for themselves or an immediate family member for the preventative care or care of an existing health condition or for specified purposes if the employee is a victim of domestic violence, sexual assault, or stalking.
- ~~5. In addition to paragraph 4, once each calendar year, an employee is entitled to use one half of his/her annual accrued sick leave for the illness/injury of immediate family, as defined in paragraph 4.~~
- ~~6.5.~~ 6.5. Illness while on paid vacation (this does not apply to Authority provided holidays) shall be charged to sick leave rather than vacation only under the following conditions:
  - a. The employee must notify his/her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his/her vacation, whichever is sooner, to request that his/her illness on vacation be charged to sick leave.
  - b. The Authority shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - c. Upon the employee's return to work, the employee must furnish the Authority with a certificate signed by a licensed physician, registered nurse, or recognized health care provider stating the period of sickness.
- ~~7.6.~~ 7.6. Absence from duty because of personal business not to exceed twenty (20) working hours during the fiscal year. This Section E.6 does not apply to extra help employees.

#### F. General Provisions

- ### G. Sick Leave Payoff

- | <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%   |

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

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who has accumulated unused sick leave in excess of two hundred eighty (280) hours may do either of the following:

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

In addition to the above, starting in calendar year 2020, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Human Resources for a payoff of accrued sick leave. The amount of sick leave which may be paid off is limited to the amount necessary to meet the emergency. The maximum payoff the employee can receive for an emergency is limited up to one-third (1/3) of all his/her accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours.

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

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

If there is any change in the law regarding the payoff of sick leave or vacation which occur during the term of this MOU, the

Parties agree that either party may reopen negotiations on this section of the MOU.

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

## **Section 2. Vacation**

### **A. Accumulation of Vacation**

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

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

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

### **B. Vacation Credit**

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

### **C. Maximum Allowable Vacation Accrual**

1. For full time employees with less than ten (10) years of full-time continuous service:

three hundred twenty (320) hours.

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

#### D. General Provisions Applicable to Vacation

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
2. A leave of absence without pay shall cause the ten (10) years of full-time Authority service (described on paragraph A above) to be postponed by the length of the leave.
3. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
4. Vacations shall be scheduled for employees by the Authority; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
5. Employees shall not be required to return to work during the time of his/her paid vacation except in cases of emergency.
6. No scheduled vacation shall be canceled, except in cases of emergency.
7. When an employee's Authority service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years of Authority service, with the part-time service being applied proportionately to the appropriate full-time interval.
8. No employee shall be permitted to work for compensation for the Authority in any capacity during the time of his/her paid vacation from the Authority service. Employees are permitted to receive reimbursements for voluntary service as Reserve Firefighters while on paid vacation from Authority service.

#### E. Vacation Payoff

1. An employee separating from Authority service for reasons other than paid Authority retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from Authority service by way of paid Authority retirement may elect either to take time off for his/her vacation or to be paid for his/her vacation in a lump sum payment.
2. For calendar year 2018 and 2019: During each fiscal year, aAn employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. An employee who is within fifteen (15) hours of the applicable maximum allowable vacation accrual (as set forth in paragraph C above) may request to be paid for one (1) additional increment of up to eighty (80) hours in each fiscal year.
3. Effective for calendar year 2020 and every year thereafter: By December 15 of each year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation leave which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation leave he/she irrevocably elected to cash out in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. The employee would be paid forty (40) hours on both the pay day for pay periods twelve (12) and twenty-six (26) or the employee can elect to be paid eighty (80) hours on the pay day for pay period twenty-six (26). However, if the employee's vacation balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

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

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

If an employee makes an irrevocable election to cash out vacation leave in the following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that assuming an employee had a vacation leave balance prior to January

1, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be eligible to cash out.

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

### **Section 3. Holidays**

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

Employees shall observe the following holidays:

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

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

1. For each holiday each full-time employee scheduled to work, but permitted to take the day off, shall be paid for the number of hours the employee is regularly scheduled to work that workday computed at the employee's base hourly rate. A part-time employee scheduled to work, but permitted to take the day off shall receive pay computed at the employee's base hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of nine (9) hours of holiday pay.
2. When a holiday falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.
3. When a holiday falls on a Sunday, the next day (Monday) shall be observed as the holiday.

4. When Christmas Eve, Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.
5. Employees shall be paid on the paycheck following the pay period during which the holiday occurred.
6. Full-time employees who are on a pay status during the pay period that includes March 1st each fiscal year shall be credited with two (2) hours of paid time at the end of the pay period that includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of paid time.
7. Eligibility for Holiday Pay
  - a. An employee must be in paid status on their regular work days immediately preceding and after the holiday in order to receive holiday pay.
  - b. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
  - c. An employee who elects paid Authority retirement on a holiday shall be paid for the holiday.
  - d. An employee who is terminating employment for reasons other than paid Authority retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
  - e. With Authority approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.
8. Compensation for Work on Holidays: An employee who is required to work on a holiday shall, in addition to his/her regular pay, receive compensatory time for each hour worked on a holiday at a rate of one and one half (1.5) times the employee's base hourly rate.
9. Holidays that fall during an employee's vacation period shall not be charged against the employee's vacation balance.
10. Compensatory time earned under the provisions of this Section may be granted as compensatory time off or paid for at the discretion of the Authority. Employees shall be paid for all compensatory time in excess of eighty (80) hours.

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

Upon request, employees shall receive necessary time off with pay, not to exceed three (3) days in any one (1) instance, for bereavement leave related to the death of their immediate family. For purposes of this Section, immediate family shall mean registered domestic



partner, father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, grandparent, grandchild or dependent child or adult for whom the employee is the legal guardian.

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

### **A. Authority Leave**

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

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

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

whether he/she shall submit his/her position in a written statement or wishes to appear before the Fire Chief. The decision of the Fire Chief on such appeals shall be final.

6. An Official Leave without pay shall not be deemed a break in Authority service. However, an employee shall not accrue seniority when on such leave.

#### C. General Provisions

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

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

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

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

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

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

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

2. Is determined to be physically able to return to work with medical restrictions which the Authority may require be determined by an Authority-designated physician, that the Authority can accept; or accepts employment outside the Authority; or
3. Accepts employment in another Authority position; or
4. Has retired from the Authority; or
5. Is terminated from the Authority.

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

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

## **Section 9. Catastrophic Leave**

A. Eligibility for Donations - To receive Catastrophic Leave Donations, an employee or his/her immediate family member (immediate family member is defined as father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, step-child, grandparent, registered domestic partner, or legal guardian) must:

1. Have a catastrophic medical condition that shall require the employee to be on unpaid Leave.
2. Exhaust all allowable accrued sick leave, vacation, and compensatory time.
3. Submit to the employee's ~~Department Head~~Director/Assistant Chief (or his/her designee) a written request for donations accompanied by a medical statement from the employee's or family member's attending physician. The attending physician's statement must verify the employee's need for an extended Medical Leave or the need for the employee to take leave to care for a member of his/her immediate family, and must include an estimated time the employee shall be unable to work.

B. Request for Additional Donations

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

C. Donation Procedure

1. Upon receipt of a valid request for donations from an eligible employee, the ~~Department Head~~Director/Assistant Chief (or his/her designee) shall post a notice of

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

2. Employees shall be provided a two (2) week period to submit their donations; donations received after the submission period shall not be processed.
3. All donations shall be voluntary.
4. Employees may donate vacation or compensatory time to the eligible employee's catastrophic leave bank; sick leave may not be donated.
5. Donations must be a minimum of two (2) hours, but cannot exceed eight (8) hours; all donations must be made in whole hour increments.
6. All donations shall be irrevocable.
7. At the close of the donation period, the Finance Division shall verify the hourly rate of the donating employee and confirm that each donating employee has accrued time balances sufficient to cover the designated donation.
8. The Finance Division shall process all donations at one (1) time; no additional donations shall be processed.
9. The Authority shall convert the donated time to dollars at the hourly rate of the donor. The dollars shall then be converted to accrued vacation and sick leave, as described herein, at the hourly rate of the recipient of the donation. Donated converted hours shall first be added to the recipient's accrued vacation, to the maximum permitted under Article V, Section 2(C)~~Section C of Section 19~~. The balance of the donated converted hours shall then be added to the recipient's sick leave account. These donated vacation and sick leave hours shall be available for use during the recipient's Catastrophic Leave. If any donated hours remain at the end of the recipient's Catastrophic Leave, they shall remain available for the sole use of the recipient. If the recipient dies during the Catastrophic Leave, all unused donated time shall be converted to dollars at the hourly rate of the recipient and paid to the recipient's surviving spouse or estate in the same manner as any monies due for vacation and/or compensatory time.
10. An employee who is using a Catastrophic Leave donation shall not have that time count on a leave without pay at the time he/she receives a Catastrophic Leave donation shall be treated as if on a leave of absence for purposes of probation and merit increase eligibility. The probation period and time for eligibility for a merit increase shall be extended by the length of the use of Catastrophic Leave.

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

- A. ~~Effective July 10, 2015, e~~Employees are eligible to use paid annual leave (PAL) in addition to their other accrued leave as follows:

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

## ARTICLE VI

### EMPLOYEE/EMPLOYER RELATIONS

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

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

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

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

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

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

B. Written Reprimand or Denial of Merit Increase

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

C. Right to Appeal

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

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

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

a. STEP 1

i. Written Reprimand or Performance Salary Increase Denial

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



determination shall be made within fourteen (14) calendar days.

ii. Suspension, Reduction in Pay Demotion or Discharge

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

b. STEP 2

i. Written Reprimand or Performance Salary Increase Denial

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

ii. Suspension, Reduction in Pay, Demotion or Discharge

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

c. Arbitration

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

ii. Finding of Facts and Remedies



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

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

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

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

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

1. The cost of an arbitrator shall be shared equally in all cases by the Authority and the Association (if the Association is paying for any part of the employee's appeal) or solely by the Authority if the Association is not providing any financial support to the employee appealing his/her discipline.
2. Arbitration appeal hearings for suspensions of less than forty (40) hours shall be limited to one (1) day, unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions.
3. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, and each party shall alternately strike one (1) name from the list until only one (1) name remains. The parties will flip a coin to determine who will strike the first name.
4. Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the requested copies of all documentary evidence to be used by that party at the hearing. Such evidence shall

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

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

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

## **Section 2. Grievance Procedure**

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

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

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

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

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

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

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

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

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

## A. Mediation

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

## B. Arbitration

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

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

admitted, provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

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

#### C. General Provisions Grievances

1. If an employee does not present a grievance or does not appeal the decision rendered regarding his/her grievance within the time limits, the grievance shall be

considered resolved.

2. If an Authority representative does not render a decision to the employee within the time limits, the employee may, within fourteen (14) calendar days, thereafter appeal to the next step in the procedure.
3. If it is the judgment of any management representative that he/she does not have the authority to resolve the grievance, he/she may refer it to the next step in the procedure. By mutual agreement of the Authority and the employee and/or his/her representative, Step 1 of the grievance procedure may be waived.
4. Upon prior written consent of the parties (i.e., the representatives of the Authority and the employee or his/her representative), the time limits at any step in the procedure may be extended.
5. Every reasonable effort shall be made by the employee and the Authority to resolve a grievance at the lowest possible step in the grievance procedure.
6. In order to encourage candid discussion and compromise in attempting to resolve grievances, the Authority and the employee and/or his/her representative agree that the grievance files of the respective parties shall be confidential.
7. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the Authority must, collectively present and pursue their grievance if they report to the same immediate supervisor.
8. If the grievant is a group of more than three (3) employees, the group shall, at the request of the Authority, appoint one (1) or two (2) employees to speak for the collective group.
9. An employee may represent himself/herself or may be represented by his/her representative in the formal grievance procedure.

#### D. Time Off for Processing Grievances

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

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

### **Section 3. Layoffs**

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

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

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

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

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

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

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

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

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

- a. A full-time employee shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period.
  - b. A part-time employee shall serve a promotional probation period of two thousand eighty (2,080) paid hours ending with the first day of the pay period following completion of said period.
2. When an employee is promoted, demoted or reassigned as a result of the employee's position being reclassified and the class from which the employee is promoted, demoted or reassigned is subsequently deleted or abolished, the incumbent employee shall not be required to serve a promotional probation period.

#### C. Failure of Probation

##### 1. New Probation

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

##### 2. Promotional Probation

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

#### D. General Provisions Regarding Probationary Periods

1. When an employee's record consists of a combination of full-time and part-time service, part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, two



thousand eighty (2,080) hours shall equal fifty-two (52) weeks.

2. When an employee successfully completes probation, it shall be based upon a written performance evaluation which shall be discussed with the employee. An employee who is permitted by the Authority to work beyond the end of a probation period shall be deemed to have passed such probation period.

#### E. Extension of Probation Periods

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

### Section 5. Performance Evaluations

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

### Section 6. Personnel Files

- A. The Authority shall maintain a personnel file for each employee.
- B. Adverse documents prepared by the Authority shall not be included in an employee's personnel file unless a copy is provided to the employee. The employee will have the right to place any comments (in response to the document) on adverse documents which are entered into the employee's personnel file.
- C. An employee shall have the right to inspect and review the contents of his/her personnel

file at reasonable intervals including when subject to discipline.

- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of paragraphs B and C above.
- E. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Human Resources Director and the employee concerned or by an order of an arbitrator or court, unless the particular item is otherwise required by law to be kept.

## **Section 7. Association Rights**

### **A. Payroll Deductions**

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

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

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

### **C. Use of Authority Facilities**

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

<b>CONTRACT SIGNATURES</b>
----------------------------

Orange County Fire Authority  
Managers Association

Orange County Fire Authority

\_\_\_\_\_  
Jay Barkman~~Patrick Bauer~~  
~~President~~Treasurer

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

\_\_\_\_\_  
Tammie Pickens~~Kristen Lee~~  
~~Secretary~~Director

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

\_\_\_\_\_  
Jay BarkmanMartha Halvorson  
~~Treasurer~~ Director

\_\_\_\_\_  
Peter J. Brown Lori Smith  
~~Labor Negotiator~~ Assistant Chief/  
Fire Marshal

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

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

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

## APPENDIX A

### OCFAMA ADMINISTRATIVE MANAGEMENT CLASSIFICATIONS

Classes included in the OCFAMA Administrative Management Unit as of June 25, 2018 ~~July 10, 2015~~:

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

<b>APPENDIX B</b>
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**SALARY SCHEDULE**



**Orange County Fire Authority**  
**AGENDA STAFF REPORT**

**Board of Directors Meeting**  
**August 23, 2018**

**Agenda Item No. 5C**  
**Discussion Calendar**

**Approval of Memorandum of Understanding**  
**General and Supervisory Units Orange County Employees Association**

---

**Contact(s) for Further Information**

Brigette Gibb, Director  
Human Resources

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

714.573.6353

**Summary**

This item is submitted for approval of a Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Orange County Employees Associations (OCEA), effective August 23, 2018.

**Prior Board/Committee Action**

Not Applicable.

**RECOMMENDED ACTION(S)**

1. Approve the proposed General and Supervisory Unit Memorandum of Understanding between the Orange County Fire Authority and the Orange County Employees Association, for a term of August 23, 2018, to August 22, 2021.
2. Authorize an adjustment to the FY 2018/19 Adopted Budget to increase General Fund (121) expenditures in the amount of \$667,411.
3. Authorize the addition of one Fire Communications Dispatcher and one Fire Communications Supervisor to the Master Position Control to accommodate staffing requirements for the transition of dispatch operations from a 24-hour shift schedule to a 12-hour shift schedule, effective January 2019.

**Impact to Cities/County**

Approval of the proposed MOU facilitates continued support services throughout the OCFA, in direct support of frontline suppression and prevention services to all communities served by OCFA.

**Fiscal Impact**

Annual salary increases of 2% per year are included in this proposed MOU, for an annual increase to OCFA's budget of \$500,893 for year one, \$524,263 for year two, and \$534,748 for year three. An additional cost increase of approximately \$500,000 per year will result from the transition of dispatch operations from a 24-hour shift schedule to a 12-hour shift schedule, which includes the addition of two positions. Salary increases are effective in August of each year, and the transition of dispatch shift schedules is effective in January 2019; therefore, the partial year cost impact in FY 2018/19 is estimated to be \$667,411.

## 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.

OCEA currently represents 213 authorized/active positions within the General and Supervisory Units. The previous MOU for OCEA included a term that ran from December 19, 2014, through December 15, 2017. Our current negotiations began in August 2017, led by the OCFA's professional labor negotiator (Peter Brown, Liebert Cassidy Whitmore) to serve as the Chief Negotiator. The Board provided all policy direction and economic parameters to Mr. Brown for use in negotiating this successor MOU.

We are pleased to report that a tentative agreement was reached with OCEA on July 19, 2018. Since July 19, we have completed the detailed language requirements for the MOU, and OCEA has held meetings with its membership to review the proposed terms. Formal ratification of the MOU by OCEA members was completed on August 8, 2018.

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

- Term: August 23, 2018, to August 22, 2021
- Wages: Effective each August in 2018, 2019, and 2020, 2% salary increases will be provided.
- Sick & Vacation Payoff Provisions: Payoff provisions were modified to align with changes in tax regulations issued by the Internal Revenue Service.
- Work Schedule and Staffing for Emergency Command Center: Effective January 2019, Fire Communications Dispatchers and Fire Communications Supervisors will transition from 24-hour shift schedules to 12-hour shift schedules, with separate day and night shifts to enable continued 24-hour provision of dispatch services. The addition of two full-time positions, one Fire Communications Dispatcher and one Fire Communications Supervisor position is needed to facilitate this change.
- Classification Studies: The parties have agreed to conduct classification/compensation studies of at least three job classification series (one per year).

## Attachment(s)

Proposed redlined version of Memorandum of Understanding (MOU) between the Orange County Fire Authority and the Orange County Employees 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.)

Tentative Agreement July 19, 2018

**MEMORANDUM OF UNDERSTANDING  
RELATING TO EMPLOYEES IN THE GENERAL AND SUPERVISORY  
MANAGEMENT REPRESENTATION UNITS**

**201~~8~~–20~~21~~<sup>17</sup>**

**ORANGE COUNTY FIRE AUTHORITY**

**AND**

**ORANGE COUNTY EMPLOYEES ASSOCIATION**

**FOR THE**

**GENERAL AND SUPERVISORY MANAGEMENT UNITS**

This is a consolidated Memorandum of Understanding that sets forth the terms of agreement reached between the Orange County Fire Authority and the Orange County Employees Association, as the Exclusively Recognized Employee Organization for the General Unit and Supervisory Management Unit for the period beginning August 23, 2018 through August 22, 2021~~December 19, 2014 through December 15, 2017~~. All economic provisions go into effect either on the date specifically provided for in this MOU or on the first date of the pay period following Board approval if not specifically addressed.



## IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation that was officially ratified by majority vote of the members of the Orange County Employees Association (OCEA) on \_\_\_\_\_~~January~~ \_\_, 201~~8~~<sup>5</sup>, and approved by the Orange County Fire Authority Board of Directors on ~~August 23, 2018~~<sup>January 22, 2015</sup>.

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## DEFINITIONS

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

**ASSOCIATION** shall mean the Orange County Employees Association (OCEA).

**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 the successor organization to the Orange County Fire Department.

**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).

**COMPENSATION EARNABLE** shall mean the employee's hourly rate and any other compensation the employee receives that is used by the Orange County Employees Retirement System (OCERS) in calculating the employee's Average Monthly Compensation.

**CONTINUOUS SERVICE** shall mean employment in a regular position that 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 Department within the Authority (for example, Assistant Chief of Operations, Assistant Chief of Business Services, Assistant Chief of Fire Prevention, and Assistant Chief of Support Services).

**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.

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



**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 MOU, except where the natural construction of this MOU indicates otherwise.

**EXECUTIVE MANAGEMENT** shall mean Executive Management as defined in the Personnel and Salary Resolution.

**EXTRA HELP EMPLOYEE** shall mean an employee employed in an extra help position. An extra help employee serves at the pleasure of the Authority in an extra help position.

**EXTRA HELP POSITION** shall mean a position which is intended to be occupied on less than a year-round basis including, but is not limited to, the following: to cover seasonal peak workloads, emergency extra workloads of limited duration, necessary vacation relief, paid sick leave, and other situations involving a fluctuating staff. Ordinarily, a full-time extra help position shall not be authorized for a period exceeding six (6) months. In unusual circumstances, and at the discretion of the Fire Chief and the Human Resources Director, a full-time extra help position may be authorized for a period longer than six (6) months, provided such period shall not exceed one (1) year.

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

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

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

**GENERAL UNIT** shall mean positions designated under the General Unit as specified in Appendix A.

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

**LIGHT DUTY** shall mean temporary modified (light duty) assignment.

**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 that the Authority has determined has no anticipated long-range funding or has uncertain future funding.

**MEAL-TIME** shall mean a bona fide meal period. This is a rest period where the employee is relieved from work for the purposes of eating a regular meal.

**OCEA** shall mean the Orange County Employees Association.

**OCFA** shall mean the Orange County Fire Authority.

**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.

**PERSONAL EMERGENCY** shall mean an unforeseen event or circumstance of a serious nature that is beyond an employee's control and that necessitates the employee's absence from Authority duty, including, but is not limited to, those events and circumstances that require 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.

**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 be 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 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.

**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 until retirement. When the word SERVICE is printed in all uppercase letters, it refers to this definition.

**SLEEP-TIME** shall mean a bona fide regularly scheduled sleeping period as defined by the Fair Labor Standards Act.

**SUPERVISORY MANAGEMENT UNIT** shall mean positions designated under the Supervisory Management Unit as specified in Appendix A.

**Y-RATE** shall mean- the employee's pay rate remains unchanged until the maximum of the employee's new range exceeds the salary employee was receiving before his/her position was reclassified downward (i.e., reduced).

## ARTICLE I

### WORK HOURS AND OVERTIME

#### Section 1. Work Hours

- A. The official workweek or work schedule for all OCEA-represented employees shall be as follows:
1. Except as otherwise provided below, the workweek for full-time employees shall be seven (7) consecutive twenty-four (24) hour periods – 168 regularly recurring hours. Work ordered and performed in excess of forty (40) hours in each employee's defined workweek (established pursuant to the Fair Labor Standards Act (FLSA)) shall be overtime. ~~Effective March 6, 2015, vacation, sick leave and All paid annual leave (PAL) do not count~~ as hours worked for purposes of calculating overtime. ~~Notwithstanding the previous sentence, whenever an employee is forced to work overtime those hours will be paid at one and one half the employee's regular rate of pay as defined by the FLSA regardless of whether the employee's work hours exceed the FLSA overtime threshold.~~
  2. Except as otherwise provided below, the work schedule for full-time employees in specified departments, divisions, or sections may be established on a pay period basis. Each pay period will be fourteen days and starting on a Friday and ending on the second Thursday thereafter. Such employees who occupy full-time positions shall be scheduled to work eighty (80) hours in each pay period.
  3. Employees may be assigned to one (1) of the following standard work schedules:
    - a. 9/80—that consists of eight (8), 9-hour (nine hour) workdays and one (1) 8-hour (eight hour) hour workday in a pay period. The work schedule shall include two consecutive calendar days off in the workweek during which the employee works the eight hour alternating regular day off and three consecutive calendar days off in the workweek during which the employee's alternating regular day off is an off day. For this work schedule, each employee's FLSA work week shall end exactly four hours after the start time of the employee's eight hour shift which will always occur on the employee's alternating regular day off.
    - b. 5/40—that consists of five (5) 8-hour (eight-hour) workdays in a workweek. Each workweek shall contain two (2) consecutive calendar days off work.
    - c. 4/10 that consists of four (4) 10-hour (ten-hour) workdays in a workweek. Each workweek shall contain three consecutive calendar

days off work. To be approved to work a 4/10 work schedule requires approval of a member of Executive Management (i.e., Assistant Chief, Deputy Chief, Fire Chief or Director). The decision whether to grant or deny a 4/10 work schedule is not subject to the filing of a grievance or challenge of any kind and is within the sole discretion of those individuals who have authority to approve such a schedule.

d. For Fire Communications Dispatchers and Fire Communications Supervisors working a twenty-four (24) hour workday, seventeen (17) hours shall be paid time, of which one (1) hour shall be meal-time. If sleep-time or meal-time is interrupted it shall be paid in accordance with OCFA policy. ~~The parties agree to a reopener to discuss the 24 hour work shift for Fire Communications staff which may be requested by either party after July 1, 2016.~~ Effective on the first day of the pay period following Board of Directors approval of this MOU, for Fire Communications Dispatchers and Fire Communications Supervisors who are force hired to work an additional shift, if they seek to have another employee work part of the shift, the minimum amount of time the other employee can work as part of that same shift is six (6) hours.

e. Effective January 4, 2019 Fire Communications Dispatchers and Fire Communications Supervisors shall begin working the following twelve (12) hour shift referred to as the 3/12-4/12 work schedule: four days on followed by three days off followed by three days on followed by four days off. With "O" being on days and "X" being off days, the schedule is as follows: OOOOXXXOOOXXXX.

i. On the effective date of this work schedule, paragraph d above will no longer apply.

ii. Fire Communications Dispatchers and Fire Communications Supervisors will work one of the following shifts

- |                       |                  |
|-----------------------|------------------|
| <u>a. Day Shift</u>   | <u>0700-1900</u> |
| <u>b. Night Shift</u> | <u>1900-0700</u> |
| <u>c. Overlap 1</u>   | <u>0900-2100</u> |
| <u>d. Overlap 2</u>   | <u>1300-0100</u> |

The parties agree that during the term of this MOU, they may mutually agree to modify the overlap shifts by adding another overlap shift, deleting one or both of the overlap shifts or modifying the start times of one or both of the shifts.

Day and night shift start times will not change. Overlap start times may be adjusted based on needs of the operation as provided in Article I, Section 1A4.

The determination of which employees will work which of the above shifts will be made as follows: Starting in the second week of October of each year, employees shall submit shift

preferences (A or B shift and days, nights or overlap shifts up to eight (8) preferences) to the Emergency Command Center Manager for shifts which will start in the pay period which includes January 1 of the following calendar year. Shift assignments will be made by the Manager based on a combination of seniority and operational needs.

Effective in the pay period which includes July 1 of each calendar year, employees (some or all) will be rotated between the night, day or overlap shifts of the shift on which they are currently working. By May 1 of each calendar year, prior to the July 1 rotation, employees will be permitted to indicate their day, night, overlap preferences for the upcoming July rotation.

Shift assignments for the entire upcoming calendar year will be published in the Emergency Command Center in the first week of November.

- iii. The FLSA workweek for these employees will begin exactly six (6) hours after the start time of the employee's fourth 12 hour shift in the workweek so that employees are scheduled to work forty-two (42) hours per FLSA workweek. Employees shall receive overtime for these two (2) regularly scheduled hours above 40 per workweek.
- iv. Employees will receive a paid meal break of one (1) hour during their twelve (12) hour shift. During this meal break, employees must remain on the premises of the Emergency Communications Center and can be called back to work at the discretion of their supervisor to address any operational necessity.
  - a. Employees will receive a paid overtime meal for forced overtime. If the OCFA does not provide a meal, employees will be reimbursed up to twenty dollars (\$20) for a meal. Forced overtime is defined as 1) if an employee is forced to come in early or held over on his/her regular shift and the total combined hours worked is at least fourteen (14) hours or 2) an employee is called in to work on his or her off day without prior notice so there was no planning to bring a meal.
- v. These employees shall not work more than sixteen (16) consecutive hours unless a staffing emergency situation exists as determined by the Emergency Command Center Manager and approved by an Assistant Fire Chief or designee. In addition, these employees must have at least eight (8) unpaid hours off between shifts. As such, if an employee works more than sixteen (16) consecutive hours and has another shift which begins less than eight (8) hours prior to the end of

his/her work, the employee will start his/her next shift, at least eight (8) hours later. For example, if an employee's regular start time is 7:00 a.m. and because he worked until midnight the night before, his start time is moved to 8:00 a.m. the next day (to ensure eight (8) hours between his shift), his shift for that day will run from 8:00 a.m. to 8:00 p.m. so that the employee still works a twelve hour shift.

vi. Administrative Shift Change: Fire Communications Dispatchers and Fire Communications Supervisors should not lose hours as a result of an administrative shift change (i.e., one imposed by management, not a shift change caused by a bidding process that could potentially impact a larger number of employees on a biannual or annual basis). In order to avoid any such potential loss of hours and pay, the OCFA will provide the affected Fire Communications Dispatchers and Fire Communications Supervisors with work hours to supplement any pay period that might otherwise fall short during a management-imposed shift transition.

vii. Joint Labor Management Committee: The parties agree that the following subjects related to Dispatchers may be discussed at a future joint labor management committee meeting: 1) Shift Bids; 2) Right of Refusal; 3) Holidays; 4) Vacation Scheduling and 5) Consecutive Days Worked.

~~d. For Fire Communications Dispatchers working a thirteen (13) hour workday, twelve (12) hours shall be paid time and one (1) hour shall be meal-time. If meal-time is interrupted it shall be paid in accordance with OCFA policy.~~

~~e.f. Part-time Fire Communications Dispatchers shall work less than a full-time work schedule.~~

~~f. Emergency Transportation Technicians work a twenty-four (24) hour workday.~~

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

B. An employee or group of employees is not precluded from requesting a modified work schedule. The Authority retains discretion about whether to grant such a request.

- C. An employee assigned to an out-of-County assignment on an order and request number shall be paid for all hours on such assignment.

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

- A. Employees shall be allowed rest periods of at least fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the Authority, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a workday or meal-time period. The Authority may designate the location(s) at which rest periods may be taken. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.
- B. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid Authority time at the end of each workday to perform such activities as cleaning up a work area, putting away tools, personal hygiene, and changing clothes.
- C. During emergencies that require unusual amounts of overtime, employees who are required to work such excessive overtime shall be provided appropriate meals. Such meals shall either be provided by Authority contract, such as that provided on a fireline, or the employee shall be authorized a meal ticket. The determination as to how such meals are provided and the amount authorized shall be at the discretion of the Authority.

**Section 3. Overtime**

- A. Notification of Employees — If, in the judgment of the Authority, overtime work 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.
- B. Distribution of Overtime
  - 1. The Authority shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.
  - 2. If the Authority determines that overtime is necessary beyond an assigned workday, the assigned employee(s) may continue with that work as an extension of the assigned workday.
  - 3. If the Authority determines the need for overtime as a result of a temporary operational emergency, the distribution of overtime shall be imposed on all accessible employees on regularly scheduled days off before being imposed on employees with scheduled compensatory or vacation time off.
  - 4. Part-time Fire Communications Dispatchers shall be eligible for rotation of overtime hours in the same manner as full-time Fire Communications



Dispatchers. Part-time Fire Communications Dispatchers can also be "forced" for overtime in the same manner as full-time Fire Communications Dispatchers.

5. The Authority and OCEA may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Section 3.B. of this Article.

C. Payment for Overtime

1. Overtime shall be compensated at one and one half (1.5) times the employee's regular rate of pay. ~~Effective March 6, 2015, hours worked~~ for the purposes of computing overtime shall ~~include~~exclude ~~vacation, sick leave and all paid annual leave time (PAL).~~ For employees regularly working a twenty-four (24) hour workday schedule, a twelve (12) hour workday schedule or thirteen (13) hour workday schedule, holiday pay is not counted as hours worked for the purposes of computing overtime as specified in Article VI, Section 2.
2. Overtime for all regular, limited-term, and probationary employees may be compensated in the form of compensatory time or pay at the option of the Authority. Consideration shall be given to effectuating the wishes of employees. Employees ~~whose with existing~~ compensatory time balances ~~reach of~~ one hundred twenty (120) hours shall be paid for all overtime work performed until their compensatory time off banks go below the 120 hour maximum.
3. For Fire Communications Dispatchers and Fire Communications Supervisors regularly assigned to a twenty-four (24) hour workday or a twelve (12) hour workday schedule, ~~effective on the first day of the pay period following Board approval of this MOU,~~ they are permitted to accrue up to forty (40) hours of compensatory time off (for a total of 160 hours between paragraphs 2 and this paragraph 3) in lieu of the straight time portion of any overtime hours. When these employees work overtime hours, they may choose to bank the straight time portion of the hours as compensatory time off (up to the 40 hour maximum) with the other half time portion being paid to the employee as wages.
4. No scheduled compensatory time off shall be canceled, except in cases of emergency.
5. In no case may an employee's work schedule be changed during the workweek when the only purpose of such change is to avoid overtime compensation.
6. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or merit increase eligibility periods. Compensatory time off may be used as part of the established workweek to earn fringe

benefits and to serve out probationary and merit increase eligibility periods.

7. An employee separating from the Authority service shall be paid for accumulated compensatory time in a lump sum payment.

#### **Section 4. 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 hourly rate for such assignment. Being on-call does not constitute hours worked.
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 (which must be no more than two (2) hours), and (3) refrain from activities that might impair his/her ability to perform assigned duties.
3. Extra help employees shall not be eligible for on-call duty unless expressly directed in writing.

##### **B. Call-Back Pay**

1. When an employee returns to work because of an Authority request made after the employee has completed his/her normal workday and left the worksite, the employee shall be paid for four (4) hours if he/she works any amount of time up to four (4) hours 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.
2. An employee shall be credited with not more than one (1) minimum four (4) hour guarantee for work performed during any consecutive four (4) hour period.
3. Call-back hours in excess of four (4) hours that do not overlap the employee's regular workday shall be treated as overtime hours and compensated at one and one half (1.5) times the employee's base hourly rate.
  - a. Should an employee be called back to work that is less than four (4) hours prior to the start of his/her regular workday, the employee shall only be paid for the hours from the point of call-back to the start of his/her regular workday.

4. An employee credited with four (4) hours of call-back pay pursuant to this Section may be assigned other work until the guaranteed time has elapsed.
5. Call-back shall be paid at one and one half (1.5) times the employee's base hourly rate.
6. There shall not be any duplication or pyramiding of rates (i.e., an employee cannot be paid both callback, on-call overtime and regular shift hours for the same hours) paid under this Section.
7. Call-back pay shall apply only when an employee is required to physically leave home or another off-duty location to return to work in order to perform required duties.

## 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.

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

- A. The Human Resources Director may authorize the appointment of employees at any of the first seven (7) 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 full-time (regular or limited-term) position shall have an initial merit increase eligibility date that 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 initial merit increase eligibility date shall be extended for the same number of calendar days as an Official Leave of Absence, Military Leave of Absence exceeding fifteen (15) calendar days, light duty assignment, or period of suspension. The extended merit increase eligibility date shall 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 postponements for Official Leaves of Absence, Military Leaves of Absence exceeding fifteen (15) calendar days, light duty assignments, or periods of suspension.
- C. A new or reemployed employee in a part-time (regular or limited-term) position shall have an initial merit increase eligibility date that shall be the first day of the pay period following the completion of one thousand forty (1,040) paid hours, exclusive of overtime. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of two thousand eighty (2,080) paid hours, exclusive of overtime.

- D. The following shall apply when an employee is transitioning from part-time to full-time or full-time to part-time status:
1. When an employee transitions from a part-time position to a full-time position and has received an initial merit increase, such employee's next merit increase eligibility date shall be the first day of the pay period following the completion of two thousand eighty (2,080) paid hours, exclusive of overtime. Paid hours include both part-time and full-time service. Subsequent merit increases shall be governed by Section 3.B. of this Article.
  2. When an employee transitions from a full-time position to a part-time position and has received an initial merit increase, such employee's next merit increase eligibility date shall be the first day of the pay period following the completion of two thousand eighty (2,080) paid hours, exclusive of overtime. Paid hours include both part-time and full-time service. Subsequent merit increases shall be governed by Section 3.C. of this Article.
  3. When an employee transitions from a part-time position to a full-time position and has not received an initial merit increase, such employee's merit increase eligibility date shall be the first day of the pay period following the completion of one thousand forty (1,040) paid hours, exclusive of overtime. Paid hours include both part-time and full-time service. Subsequent merit increases shall be governed by Section 3.B. of this Article.
  4. When an employee transitions from a full-time position to a part-time position and has not received an initial merit increase, such employee's merit increase eligibility date shall be the first day of the pay period following the completion of one thousand forty (1,040) paid hours, exclusive of overtime. Paid hours include both part-time and full-time service. Subsequent merit increases shall be governed by Section 3.C. of this Article.
- E. Merit increases may be granted for one (1), two (2), three (3), or four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step increase.
- F. An employee in the Fire Prevention Trainee classification shall not be eligible for a merit increase.
- G. 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, but in any event 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.

- H. 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.
- I. Extra help employees shall not be eligible for merit increases.

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

- A. Except as modified by Section 4.B. 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 (5.5%) percent increase on the range over the salary received prior to the promotion—not to exceed the top step of the range.
  - 1. A new merit increase eligibility date for an employee in a full-time (regular or limited-term) position shall be established that shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class. Subsequent merit increases shall be governed by Section 3.B. of this Article.
  - 2. A new merit increase eligibility date for an employee in a part-time (regular or limited-term) position shall be effective on the first day of the pay period following the completion of one thousand forty (1040) paid hours in the new class, exclusive of overtime. Subsequent merit increases shall be governed by Section 3.C. of this Article.
- 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 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. 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.

#### **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 that would have been 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 that would have been 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 that would have been 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, or a series of reassignments among classes on different salary ranges, 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 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.

1. The merit increase eligibility date for an employee in a full-time (regular or limited-term) position shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class. If the employee is thereby placed at the recruiting step of the new salary range, 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.
  2. A new merit increase eligibility date for an employee in a part-time (regular or limited-term) position shall be effective on the first day of the pay period following the completion of two thousand eighty (2080) paid hours in the new class, exclusive of overtime, unless the employee thereby is placed at the recruiting step of the new salary range, in which case, the employee's new merit increase eligibility date shall be the first day of the pay period following the completion of one thousand forty (1040) hours in the new class, exclusive of overtime.
- C. When a regular or limited-term regular employee who received a standard or above performance evaluation is reduced to a position in a lower class due to a reasonable accommodation of a disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new 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.
  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 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.A. of this Article.
3. 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.2. of this Article.

#### **Section 8. Salary on Reemployment**

- A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing 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 ~~County~~ ~~or~~ Authority retirement may be reemployed for the maximum allowable time pursuant to Government Code provisions 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 different 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 salary range to which the class was previously assigned. However, if a class is reassigned to a lower salary range, the salary of each employee should be determined in accordance with Section 6.D. of this Article.
- B. Changes in salary resulting from a classification study shall be subject to the provisions of Article XXII.

#### **Section 10. Additional Compensation**

- ~~A.~~ ~~—A.—~~ Notwithstanding anything in this MOU to the contrary, when in the judgment of the Authority it becomes necessary or desirable to utilize the services of Authority employees in capacities other than those for which they are regularly employed, the Authority may authorize and, if appropriate, fix an additional rate of compensation for such employees.
- B. The Fire Chief may, in those instances where he/she determines that it is in the best interest of the Authority, approve additional individual salary increases, provided that the amount, when added to any other increase, shall not exceed 15%; however, no such increase shall cause an employee's salary to exceed the maximum of the applicable salary range.

## ARTICLE III

### EMPLOYEE PROVISIONS

#### **Section 1. Employee Rights**

- A. The Authority shall not take any adverse action against an employee for exercising any rights or benefits provided in this MOU.

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

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

#### **Section 3. Probation**

- A. New Probation

##### 1. Full-Time Employee

- a. 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 placed on a 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 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 (regular or limited-term) 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.

##### 3. Fire Prevention Trainee

- a. An employee in the Fire Prevention Trainee classification shall be considered to be in a training capacity for no more than one (1) year. During this period of time, the employee shall not be eligible for a merit increase and shall not receive permanent status in the position. Upon successful completion of training in this classification, the employee shall be promoted to a Fire Prevention Specialist. At that time, the employee shall serve a new promotional probation period. A Fire Prevention Trainee may be released at the sole discretion of the Authority at any time without right of appeal or hearing.

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation, except as provided in Section 3.B.2. of this Article.
  - a. A full-time employee shall be placed on promotional probation for fifty-two (52) weeks from the date of promotion, ending with the first day of the pay period following completion of said period.
  - b. A part-time employee shall be placed on promotional probation for two thousand eighty (2,080) 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 class and the class 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 class.

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 an appeal at Step 2 of the disciplinary and pre-disciplinary procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of new probation. The only issue which will be considered on the appeal is whether rejection was motivated by discrimination. The appeal process cannot result in the employee being passed off probation as that decision can only be affirmatively made by the Authority.

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.a. of this Article. In the case of such allegations, the employee may submit an appeal at Step 2 of the disciplinary and pre-

disciplinary procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of promotional probation. Such employee shall receive a performance evaluation identifying the reason for failure of promotional probation.

- b. Except for employees promoted from Fire Prevention Trainee, when an employee fails his/her promotional probation, or requests a reversion to his/her previous classification, the employee shall have the right to return to his/her former class, provided the employee had passed probation in the previous class and was not in such class for the purpose of training for a promotion to a higher 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.
- c. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a vacant 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. The employee shall serve a probationary period if not served previously in that classification.

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

**E. Extension of Probation Periods**

- 1. Any time away from work (except for use of paid leave for employees on promotional probation), 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) cumulative calendar days (including time on light duty) will result in an extension of probation for the length of the employee's leave of absence. The extended probation period resulting from the Official or Military Leave of Absence, suspension, or light duty assignment shall end at 11:59 p.m. on 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 such an employee 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. 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. In such cases, the Authority shall advise the employee and OCEA in writing regarding the extension of probation as soon as practicable. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

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

- A. The Authority shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term (full-time and part-time) employees at least once each year, and, in addition, for employees on probationary status, at least once near the middle 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. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel file.

#### **Section 5. Transfer Policy for OCEA Officers and Grievance Representatives**

- A. Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:
  1. The employee's performance is standard or better; and
  2. The OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and

3. There is another employee in the same classification in the Authority who meets the specific qualifications for the assignment.

#### **Section 6. Work Hours Exchange Policy**

- A. For Fire Communications Dispatchers, Fire Communications Supervisors, ~~and Senior Fire Communications Supervisors, and Emergency Transportation Technicians~~, time exchanges may be voluntarily undertaken between two (2) employees upon written approval of the employees' immediate supervisors or Battalion Chief(s) in accordance with Authority policy, prior to such exchange of time. A time exchange shall not require the Authority to owe any additional overtime for the employees exchanging shifts as the employee whose shift is worked is credited with the hours worked even though the other employee worked the shift. However, for dispatchers working the 24 hour shift who time exchange, if the employee who works the shift has his/her sleep/meal time disturbed such that overtime is owed as a result of the disruption, the employee who worked the shift (i.e., the one who was disrupted) shall receive the overtime.
- B. Responsibility for arrangement for the repayment of such time rests with the employees involved. The Authority shall have no responsibility to pay for shift exchanges not repaid.
- C. No obligation shall be placed upon the Authority for repayment of time voluntarily traded or repaid between employees.

#### **Section 7. Training**

- A. Upon approval of the Fire Chief, employees may participate in various Authority-sponsored training programs. The Authority and OCEA shall inform employees of these training programs.
- B. ~~During the term of this MOU,~~ OCEA may request specific training or development opportunities for various employees in OCEA represented Units. The Authority agrees to discuss such requests with OCEA and consider implementation.
- C. Upon approval of their supervisor, employees shall be allowed to attend job-related professional development training at their own expense and on Authority time.

#### **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. 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 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 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. A regular, probationary, or limited-term employee who is assigned on a temporary basis to a higher level vacant (regular or limited-term) position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) 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. At any time before the temporary promotion is made, such employee may request 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 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) position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours, but not to exceed one (1) year.
- C. 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. 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 Article X, LAYOFF PROCEDURE, that 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, promotion or reduction.

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

- A. The Authority shall counsel and advise employees retired for disability about reemployment opportunities with the Authority.
- B. Employees retired for disability, within two (2) years from date of retirement or date their disability retirement is discontinued, may request and qualify for positions in the Authority and shall be placed on the Authority Preferred 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 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 leave for such period of time.

## **Section 5. Non-Discrimination Clause**

- A. The Authority and the Association agree that the provisions of this MOU shall be applied to employees without discrimination based on any protected classification addressed by state and federal law for participating in or refusal to participate in protected, concerted Association activities.
- B. OCEA shall not discriminate in membership or representation based on any protected classification.

## **~~Section 6. Auxiliary Transportation Technicians Program~~**

- ~~A. Auxiliary Emergency Transportation Technicians provide additional staffing to assist in meeting the OCFA's need for a flexible staffing source.~~
- ~~B. Auxiliary Emergency Transportation Technicians are hourly employees who do not have regular assigned hours and who work no more than half-time. Half-time shall be defined as less than one thousand forty (1,040) hours in any calendar year. There shall be no limit on the number of years or cumulative total hours that an Auxiliary Emergency Transportation Technician may work.~~
- ~~C. Auxiliary Emergency Transportation Technicians are considered "at-will" employees and as such, they are not entitled to any of the rights and privileges contained in any Memorandum of Understanding. Auxiliary Emergency Transportation Technicians are not entitled to any benefits provided to regular Emergency Transportation Technicians or any other employee. Auxiliary Emergency Transportation Technicians shall be considered the same as regular Emergency Transportation Technicians for purpose of hourly pay rates only.~~
- ~~D. If determined by the OCFA that this program has not proven to be cost effective or has presented unanticipated operational or other difficulties, the OCFA reserves the right to modify or discontinue the program.~~
- ~~E. Auxiliary Emergency Transportation Technicians shall receive a performance evaluation every one thousand forty (1,040) hours worked and shall receive at least a two (2) step salary increase every two thousand eighty (2,080) hours, up to the maximum of the salary range, for a rating of standard or better on the performance evaluation.~~
- ~~F. Auxiliary Emergency Transportation Technicians must submit a minimum of five (5) "availabilities" per month to the Battalion Manpower Coordinator. Auxiliary Emergency Transportation Technicians must work a minimum of one (1) twenty-four (24) hour's workday per month in order to maintain adequate skills. When those workdays are not available, the OCFA shall provide hours to meet this requirement or shall not penalize the Auxiliary Emergency Transportation Technicians by holding the employee to this requirement when the hours are not available.~~

- ~~G. The Battalion Manpower Coordinator shall assume responsibility for scheduling all overtime for the Emergency Transportation Technicians. All availabilities for overtime shall be submitted in accordance with Battalion Manpower Coordinator policies.~~
- ~~H. Emergency Transportation Technicians shall also submit vacation and work hour trade requests to the Battalion Manpower Coordinator for scheduling.~~
- ~~I. Overtime Distribution: The Battalion Manpower Coordinator shall maintain one (1) availability list for overtime assignments that shall be used to assign overtime to regular and Auxiliary Emergency Transportation Technicians. The Battalion Manpower Coordinator shall also maintain a force list for forced overtime that shall only include regular Emergency Transportation Technicians. Employees shall rotate upon the availability list upon the assignment of twelve (12) or more hours, and shall rotate upon the force list upon the assignment of four (4) or more hours. Overtime shall be given in the following order:~~
- ~~1. An Auxiliary Emergency Transportation Technician with no previously scheduled shift that month;~~
  - ~~2. A straight rotation by availability;~~
  - ~~3. A straight forced rotation among regular Emergency Transportation Technicians. If an employee is forced for overtime, he/she may find a qualified employee to work all or a portion of the workday. New employees shall be added to the bottom of either or both lists when their training period is complete.~~

## ARTICLE V

### LEAVE PROVISIONS

#### Section 1. Sick Leave

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

##### **Regular, Limited-Term, and Probationary Employees**

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

- B. 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. Extra help employees shall not earn sick leave.

- C. Permitted Uses of Sick Leave

1. Sick leave may be applied to:

- An absence necessitated by an employee's personal illness, injury, or disability due to pregnancy or childbirth.
- 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.
- An employee may use up to one half ~~-(0.5)~~ of his/her annual accrued sick leave for the illness/injury of an immediate family member. For purposes of this Section, immediate family shall mean registered domestic partner, father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, step-child, grandparent, grandchild, or legal guardian or ward. In addition, an employee may use an additional

three (3) workdays of sick leave for an immediate family member for each occurrence of family member illness/injury.

2. Illness while on paid vacation shall be charged to sick leave rather than vacation only under the following conditions:
  - a. The employee must notify his/her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his/her vacation, whichever is sooner, to request that his/her illness on vacation be charged to sick leave.
  - b. The Authority shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - c. Upon the employee's return to work, the employee must furnish the Authority with a certificate signed by a licensed physician, a registered nurse, or recognized health care provider stating the period of sickness.
3. Absence from duty because of personal emergencies limited to a maximum of eighteen (18) working hours during the fiscal year. However, for Fire Communications Dispatchers and Fire Communications Supervisors, absence from duty because of personal emergencies is limited to a maximum of twenty-four (24) working hours 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 Sections 1.C.1.d. and 1.C.3. of this Article.
2. Except for employees scheduled to work, 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, 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. All employees are eligible to 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>
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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 two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his/her accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.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. By December 15 of each year, an employee who has accumulated unused sick leave in excess of 280 hours may do either of the following:~~

1. Request that up to one-third of the balance above 280 hours, but no more than the maximum permitted by IRS Code, be placed in to the employee's deferred compensation account; or
2. Make an irrevocable election to cash out up to eighty (80) hours of accrued sick leave which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the sick leave he/she irrevocably elected to cash out in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. The employee will be paid up to 40 hours on the pay day for the pay periods which include October 15 and December 15 or the employee can elect to be paid up to 80 hours on one of those pay periods. However, at the time of cash out, the employee's sick leave balance cannot be reduced below 280 hours. Therefore, if based on the employee's use of sick leave, cash out of sick leave would bring the employee's balance below 280 hours, the employee will only receive cash for the amount of leave that exceeds 280 hours.

- 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 within thirty (30) calendar days may request that a payoff of his/her accumulated sick leave be made to his/her deferred compensation account with the Authority to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of Section 1.E.3.a. of this Article. Such payoff shall be made prior to the effective date of the employee's retirement.
4. When a person is reemployed in a regular or limited-term position, the Human Resources Director may, upon the request of the Authority, apply the period of previous Authority continuous service for the purpose of determining sick leave earning rates.

## **Section 2. 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 (which must be used within thirteen (13) months from the death), for bereavement leave related to the death of their immediate family. Employees assigned to a twenty-four (24) hour workday shall receive up to three (3) ~~consecutive~~ calendar days. For purposes of this Section, immediate family shall mean registered domestic partner, father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent, grandchild, or legal guardian or ward.

## **Section 3. 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 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 3.B. and 9.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 Without Pay
  1. Upon request, a regular, limited-term, or probationary employee may be granted an Official Leave of absence without pay. Such Leave, if granted, shall not exceed one (1) year, except as provided in Sections 3.B.2. and 3.B.3. of this Article. 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 without pay 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, the provisions of Sections 3.B.5. and 3.B.6. 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 11. 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 without pay shall 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) calendar days of when the request is submitted to him/her. If the Human Resources Director approves the request, he/she shall deliver a copy to the Finance Manager, the Department Head/Assistant Chief, and the employee.
6. If the Human Resources Director modifies or does not approve a request for Official Leave without pay, the employee and/or the Department Head/Assistant Chief may, within fifteen (15) calendar days of said action, file a request with the Human Resources Director for review by the Fire Chief. Upon such request, the Human Resources Director shall forward a copy of the request for Official Leave without pay to the Fire Chief for final determination. The employee and the Department Head/Assistant Chief shall notify the Human Resources Director whether he/she shall submit his/her position in a written statement or wishes to appear before the Fire Chief. The decision of the Fire Chief on such appeals shall be final.
7. An Official Leave without pay 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 employee's Section Manager only where the employee is unable to initiate such action, except in cases where the provisions of Section 9.A. of this Article apply.

**Section 4. Official Leave for Non-Occupational Disability**

- A. A regular, limited-term, or probationary employee shall be granted, upon request, a leave of absence without pay in accordance with the Fair Employment and Housing Act and Pregnancy Disability Leave provisions of the law 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 time, and vacation time have been applied toward the absence.
- B. If additional Leave is desired, the employee shall request additional Leave in accordance with Official Leave, Section 3.B., of this Article.

**Section 5. 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. The Authority reserves the right, based on the circumstances, to send the employee to its doctor (on paid time) to receive such clearance from a physician.

**Section 6. Jury Duty Leave**

- A. A regular, limited-term, or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty 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 Finance Manager. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. 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 (if still working) with sufficient time to arrive at the court for jury duty in the morning. If the employee is scheduled to be on duty on the day he/she is on jury duty, he/she must either return to his/her shift after the jury service is done for the day if there are still four hours left on their shift or call in to his/her supervisor and ask to use leave to cover the rest of their shift. For employees who are required to serve on jury duty for longer than two weeks (and who are informed of such when empanelled on a jury) their work schedule shall be converted to a 40 hour staff schedule during their time on jury duty. An employee may request a change in regularly scheduled working hours to a Monday through Friday workday for the duration of such jury duty. Such requests shall be granted, if practicable.

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

- A. A regular, limited-term, or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant or where the subpoena is related to the employee's employment with another employer, shall be compensated at his/her base hourly 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 8. Absence Without Authorization**

- A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days 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 8.A. of this Article.
- C. When an employee has been absent without authorization and the Authority plans to invoke the provisions of Section 8.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.
  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.
1. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.
- E. An employee who is permitted to continue his/her employment pursuant to Sections 8.C. and/or 8.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 9. 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. 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 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 8. of this Article.

- C. An employee on Workers' Compensation 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 10. 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 that 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 4. 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 11. Family Leave**

### **A. General Provisions**

1. Family Leave shall be granted to the extent required by law for the following situations:
  - a. An employee's serious health condition as provided in Section 4. of this Article
  - b. The birth of a child or placement of a child for adoption or foster care as provided in Section 10. of this Article
  - c. Employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent, or registered domestic partner or a child of an employee standing "in loco parentis" (those with day-to-day responsibilities to care for and financially support a child who is either under eighteen [18] years old or an adult-dependent child incapable of self-care because of mental or physical disability). Per the FMLA, an employee can also receive leave in accordance with the law for a qualified exigency or as a military caregiver as these terms are defined by the FMLA. These rights are identified by the Authority's posting of employees' FMLA rights.
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 purposes of continuing salary and benefits while on Family Leave or the employee may choose to take Leave Without Pay. The Authority and OCEA agree that certain other types of leaves available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The Authority may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.
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 the employee 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. Thus, an employee cannot use sick leave to bond as parenthood leave. Sick leave is only available where the employee or family member for whom leave is taken has a serious health condition as defined under the law.

**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, ~~spouse~~ or registered domestic partner, 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) that the employee cannot perform his/her duties because of the employee's own serious health condition or that care is needed when the leave is for an eligible family member pursuant to applicable law.
2. The Authority may require a medical certification authorizing the leave as provided for by the Department of Labor for leave per the FMLA.

**Section 12. 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 that shall require the employee to be on unpaid Leave.
2. Exhaust all allowable leave.
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 shall be unable to work.

B. Request for Additional Donations

1. Employees who receive donations under this procedure and who exhaust all donated sick leave may request an additional donation period(s) subject to the provisions of Section 12.A.2. of this Article.

C. Donation Procedure

1. Upon receipt of a valid request for donations from an eligible employee, the Department Head/Assistant Chief (or his/her designee) shall post a notice of the eligible employee's need for donations on the Authority e-mail system, bulletin boards, or other means of notification accessible to employees. Confidential medical information unless voluntarily provided by the employee to the Authority shall not be included in the posted notice.
2. Employees shall be provided a two (2) week period to submit their donations; donations received after the submission period shall not be processed.
3. All donations shall be voluntary.
4. Employees may donate vacation or compensatory time to the eligible employee's catastrophic leave bank; sick leave may not be donated.
5. Donations must be a minimum of two (2) hours, but cannot exceed eight (8) hours; all donations must be made in whole hour increments.
6. All donations shall be irrevocable.
7. At the close of the donation period, the Finance Division shall verify the base hourly rate of the donating employee and confirm that each donating employee has accrued time balances sufficient to cover the designated donation.

8. The Finance Division shall process all donations at one (1) time. No additional donations shall be processed during the designated open period.
9. The Authority shall convert the donated time to dollars at the base hourly rate of the donor. The dollars shall then be converted to accrued vacation and sick leave, as described herein, at the base 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 13.C. of this Article. The balance of the donated converted hours shall then be added to the recipient's sick leave account. These donated vacation and sick leave hours shall be available for use during the recipient's Catastrophic Leave. If any donated hours remain at the end of the recipient's Catastrophic Leave, they shall remain available for the sole use of the recipient. If the recipient dies during the Catastrophic Leave, all unused donated time shall be converted to dollars at the base hourly rate of the recipient and paid to the recipient's surviving spouse or estate in the same manner as any monies due for vacation and/or compensatory time.
10. An employee who is on a leave without pay at the time he/she receives a Catastrophic Leave donation shall be treated as if on a leave of Absence for purposes of probation and merit increase eligibility.

### **Section 13. Vacation**

#### **A. Accumulation of Vacation**

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

#### **Full-Time Employees**

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
<del>4 year</del>	<del>2,080.00 regularly scheduled hours</del>	<del>80 hours total</del>
<del>From date of employment</del> After 1 year but less than 3 years	<del>02,080.01</del> 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
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2. ~~A new employee in a part-time (regular or limited term) position shall earn prorated vacation in fifty-two (52) week segments. At the end of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2,080) shall be determined. The same ratio shall be applied to eighty (80) hours 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. The same procedure shall be applied to each subsequent fifty-two (52) week period.~~ Extra help employees shall not earn vacation.

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. The maximum allowable vacation credit for all OCEA-represented employees shall be three hundred twenty (320) hours. Employees shall be paid for all earned vacation hours exceeding three hundred twenty (320) hours. All vacation hours earned in excess of the maximum allowable vacation credit shall be paid in the pay period earned.

D. General Provisions

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
2. A leave of Absence shall cause the aforementioned ten (10) years of full-time Authority service to be postponed a number of calendar days equal to the 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 by the Authority; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

6. Illness while on paid vacation shall be charged to sick leave rather than vacation only under the conditions specified in Section 1.C.2. of this Article.
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 forty (40) hours each or one (1) increment of up to eighty (80) hours. Such payment shall be made upon request unless the Authority determines it is not economically or operationally feasible, in such case payment shall be made as soon as feasible. By December 15 of each year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation leave which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation leave he/she irrevocably elected to cash out in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. The employee would be paid 40 hours on both the pay day for the pay periods which include October 15 and December 15 or the employee can elect to be paid 80 hours on one of those pay periods. However, if the employee's vacation balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.~~
10. No scheduled vacation shall be canceled, except in cases of emergency.
11. When an employee's service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years of service, with the part-time service being applied proportionately to the appropriate full-time interval.
12. No employee shall be permitted to work for compensation for the Authority in any capacity during the time of his/her paid vacation from Authority service. Employees are permitted to receive reimbursements for voluntary service as Reserve Firefighters while on paid vacation from Authority service.
13. When a person is reemployed in a regular or limited-term position, the Human Resources Director may, upon the request of the Department

Head/Assistant Chief, apply the period of previous Authority continuous service for the purpose of determining vacation earning rates.

**Section 14. Leave for Attendance at Professional Conferences**

- A. Supervisory Management Unit employees may request four (4) working days each fiscal year for attendance at professional conferences subject to all the following conditions:
  - 1. A request is made in advance on the appropriate "Request to Attend a Conference" form
  - 2. The conference is job-related and qualifies for continuing education units (CEU) if the incumbent's position requires certification or if the incumbent is a registered nurse
  - 3. The employee pays all costs connected with the conference attendance, including registration, meals, transportation, and/or lodging, if any
  - 4. The employee agrees to provide, within two (2) weeks following the conference, a comprehensive report on the event to the employee's supervisor with a copy to the Department Head/Assistant Chief (to include conference materials, handouts, etc.)
  - 5. The employee's workload is current and his/her performance is standard or above.
- B. Attendance at conferences by eligible members of the Supervisory Management Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the Authority or in the assigned unit or section.
- C. Multiple requests to attend the same conference or conferences scheduled at the same time shall be considered based upon availability of adequate caseload coverage in the applicable units, past record of conference attendance, and applicability of the conference to the specific work assignment of the employee.
- D. Requests may be made for more than four (4) days leave for attendance at a professional conference in any one fiscal (1) year under this provision; however, approval shall be at the discretion of the Department Head/Assistant Chief.
- E. Attendance at conferences out of the general area shall require approval under the Authority Travel Request procedure and is not covered by this provision.

**Section 15. Paid Annual Leave**

- A. Upon completion of initial probation with the Authority, full time employees are eligible for thirty-six (36) hours of paid annual leave and part time employees are eligible for eighteen (18) hours as follows:
1. Upon completion of new hire probation with the Authority, ~~a~~ full time employee will be eligible to take up to thirty-six (36) hours of paid time off each year, in addition to his/her accrued time. A part-time employee will be eligible to take eighteen (18) hours of paid time off in addition to his/her accrued time.
  2. Eligibility for paid time-off will be effective on the first day of pay period one each year~~January 1~~ of the subsequent year following the employee's completion of probation with the Authority.
  3. This time may not be accrued and must be used by the last day of pay period 26 of each year. ~~within the year earned, which shall be no later than December 31 of that year.~~ As permitted by California Labor Code section 227.3, any time not used by the employee within the year earned, will be forfeited. The Authority will send out an email to employees during the first pay period in November reminding them of their use of Paid Annual Leave.
  4. This time may not be cashed-out.
  5. Approval of requested time off dates is subject to operational needs, and requests should be made in advance. If a specific date is denied, the supervisor will attempt to schedule a mutually agreeable alternate date. Such alternate dates must be scheduled within the year the paid annual leave is earned.

## 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. Twenty-Four (24) Hour ~~and~~ Thirteen (13) ~~and~~ Twelve (12) Hour Workday Employees**

A. Holiday Compensation

1. For each holiday listed in Section 1.A. of this Article, a full-time employee regularly working a twenty-four (24) hour workday ~~or~~ thirteen (13) hour or twelve (12) hour workday schedule shall have the option of receiving nine (9) hours of holiday pay or nine (9) hours of compensatory time for each official Authority holiday that falls during the pay period, except that an employee who terminates during a pay period shall not be eligible for holiday pay if the holiday falls on a day after termination from employment in such pay period. A part-time employee shall have the option of being paid or receiving compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of nine (9) hours of holiday pay or compensatory time.
2. Employees shall be paid in the pay period that the holiday occurs.
3. Approval for the use of compensatory time is subject to operational needs. If a specific date is denied, the supervisor will attempt to schedule a mutually agreeable alternate date.
4. Full-time employees who are on active pay status during the pay period that includes March 1st of each fiscal year, during the term of this MOU,

shall be paid two (2) hours of spring holiday pay at the end of the pay period that includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per workweek shall, in like manner, be paid one (1) hour of pay.

B. Eligibility for Holiday Pay

1. An employee must be in an active pay status immediately before and after the holiday in order to receive holiday pay.
2. A new employee whose first workday is the day after a holiday shall not be paid for that holiday.
3. An employee whose retirement date is effective 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 listed in Section 1.A. of this Article and who meets the eligibility requirements contained herein shall be paid holiday pay as specified in Section 2.A. of this Article, and be paid for all hours worked on a holiday at a rate of one and one half (1.5) times the employee's base hourly rate.

**Section 3. Ten (10), Nine (9) Hour and Eight (8) Hour Workday Employees**

A. Holiday Compensation

1. For each holiday listed in Section 1.A. of this Article, each full-time employee covered by this Section and 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. A part-time employee covered by this Section and scheduled to work—but permitted to take the day off—shall be paid for the number of hours the employee was regularly scheduled to work, but permitted to take the day off, shall be paid for the number of hours the employee was regularly scheduled to work to a maximum of nine (9) hours of holiday pay or compensatory time.
2. When a holiday listed in Section 1.A. of this Article falls on a full-time employee's regularly scheduled day off, the employee shall have the option of receiving eight (8) hours of holiday pay or eight (8) hours of compensatory time. A part-time employee shall have the option of being paid or receiving compensatory time in the amount of 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 Christmas Eve, Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.
5. Employees shall be paid on the pay day following the pay period that the holiday occurs.
6. Approval for the use of compensatory time is subject to operational needs. If a specific date is denied, the supervisor will attempt to schedule a mutually agreeable alternate date.
7. Full-time employees who are on active status during the pay period that includes March 1 of each fiscal year, during the term of this Agreement, shall be paid two (2) hours of spring holiday pay at the end of the pay period that includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per workweek shall, in like manner, be paid one (1) hour of holiday pay.

**B. Eligibility for Holiday Pay**

1. An employee must be in an active pay status immediately before and after the holiday in order to receive holiday pay.
2. A new employee whose first workday is the day after a holiday shall not be paid for that holiday.
3. An employee whose retirement date is effective 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 listed in Section 1.A. of this Article and who meets the eligibility requirements contained herein shall be paid holiday pay as specified in Section 3.A. of this Article and be paid for all hours worked on a holiday at a rate of one and one half (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 to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of his/her duties during each monthly period as follows:
1. The reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.
  2. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.
- B. An employee who is required by the Authority to furnish a privately-owned vehicle for the performance of his/her duties 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.
  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. Reimbursement for a watch shall be limited to the functional value of the watch.

#### **Section 3. Tools Reimbursement**

- A. Eligible employees as designated below, who are required to furnish their own tools shall receive a maximum tool reimbursement of ~~two-fifty~~ two-five hundred ~~and fifty~~ (~~\$500~~250) dollars in a fiscal year:
- Communications Installer
  - Communications Technician
  - Senior Communications Technician



- B. Eligible employees as designated below who are required to furnish their own tools shall receive a maximum tool reimbursement of one thousand ~~five~~<sup>one</sup> hundred ~~fifty~~ (\$1,~~500~~<sup>150</sup>) dollars in a calendar year.
- Assistant Fire Apparatus Technician
  - Fire Apparatus Technician
  - Fire Helicopter Technician
  - Senior Fire Apparatus Technician
  - Senior Fire Helicopter Technician
- C. The Authority shall replace or furnish insurance protection for employee-owned trades and crafts tools required by the Authority to be used in the performance of the employee's duties against loss sustained on Authority-owned or controlled property resulting from theft and arising out of the activities related to the employee's regularly assigned work duties. This shall be provided that the loss is not attributable to negligence of the employee, in which case it shall not be covered. For each incident, a deductible of twenty-five (\$25) dollars shall be applied to each employee's loss. The payment or non-payment of claims under such coverage shall not be subject to appeal under the grievance procedure.
- D. If stolen tools are recovered in an undamaged condition and replacement tools have been secured, the employee shall return the replacement tools to the Authority. When replacement tools are returned, the employee shall receive from the Authority a twenty-five (\$25) dollar cash refund in consideration of the twenty-five (\$25) dollar deductible. If replacement tools have not been secured, the employee shall return all reimbursement funds received from the Authority.

#### **Section 4. Tuition Reimbursement**

- A. Full-time (regular, limited-term, and probationary) Supervisory Management Unit employees performing their jobs satisfactorily shall be eligible for tuition reimbursement at a maximum of two thousand dollars (\$2,000) each fiscal year. Eligibility shall be in accordance with Authority policy.
- B. Full-time (regular, limited-term, and probationary) General Unit employees performing their jobs satisfactorily shall be eligible for tuition reimbursement at a maximum of two thousand dollars (\$2,000) each fiscal year. Eligibility shall be in accordance with Authority policy.

## ARTICLE VIII

### **DISCIPLINARY AND PREDISCIPLINARY ACTIONS**

#### **Section 1. Reprimand or Denial of Merit Increase**

- A. No regular, limited-term regular, or promotional probationary employee shall receive a written reprimand or denial of merit increase, except for reasonable cause.
- B. A written reprimand or denial of merit 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 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 workdays (if assigned to a twenty-four [24] hour workday) or in reducing a regular or limited-term regular employee for reasons of unsatisfactory performance or physical disability, or in 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; and
  - 6. A statement of the employee's right to appeal should such proposed action become final.
    - a. 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 workdays or less (if assigned to a twenty-four [24] hour workday), 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.

- b. 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 prior to the effective date of such suspension, reduction, or discharge.
- c. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.
- d. An employee may represent himself/herself or may be represented by the OCEA in the disciplinary process.
- e. An employee and his/her representative shall receive written notice either sustaining, modifying, or canceling a proposed discharge on or prior to the effective date of such action.
- f. 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.
- g. Should a proposed suspension, reduction, or discharge become final, an employee shall have the right to appeal such action pursuant to Section 3. of this Article.
- h. If deemed necessary, the Authority may remove an employee from the worksite immediately because of a potential emergency situation including— but not limited to—situations that may endanger life or property.

### **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.

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 shall 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 shall 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 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 Memorandum of Understanding, unless otherwise agreed to in writing by the parties.

**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, Division Chief, Division Manager, or Section Manager within the time limits outlined in this Article. If the appeal is submitted to the employee's Battalion Chief, Division Chief, Division Manager, or Section Manager, a copy shall be forwarded to the Human Resources Director. Submission of the appeal may be via mail, email, hand delivery, or fax; postmarks shall be accepted. Fax deliveries must be received no later than 5:00 p.m. on the last day allowable under the provisions of this

Article. Any suspension, reduction, or discharge imposed by the Fire Chief may be submitted directly to arbitration in accordance with Section 6. of this Article. Any notification of intent to discharge or probationary release, where the employee is alleging discrimination, may be submitted directly to Step 2 of this procedure. To facilitate submittal of appeals, the OCEA shall have the right to submit an appeal in the name of the employee at the employee's request.

## 1. STEP 1

- a. Reprimand or Merit Increase Denial—Battalion Chief, Section Manager, Division Manager, or Division Chief

Upon receipt of a 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, Division Chief, Division Manager, Battalion Chief, or Section Manager for a meeting to address the matter. The Human Resources Director shall schedule a meeting with the appropriate Division Manager, Battalion Chief, Section Manager, or Division Chief to hear the employee's presentation. After hearing the employee's presentation, the Division Manager, Battalion Chief, Section Manager, or Division Chief shall issue a written determination within fourteen (14) calendar days.

- b. Suspension or Reduction—Assistant Chief

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

## 2. STEP 2

- a. 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, Division Chief, Division Manager, Battalion Chief, or Section Manager. Within fourteen (14) calendar days of receipt of the appeal at Step 2, the appropriate Assistant 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 or Probationary Release Alleviating Discrimination or Discharge—Fire Chief 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 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 Alleviating 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 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. Suspensions/Reductions

- 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 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 that 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.
  - However, the arbitrator shall be without power to pass the employee off probation. That decision is ultimately the decision of the Authority.

## **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 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 forty [40] hour workweek) or two (2) twenty-four (24) hour workdays (if assigned to a twenty-four [24] hour workday) 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.

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. The parties will flip a coin to determine who will strike the first name.

- 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 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.
- 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 the OCEA 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: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his/her own behalf, the employee may be called and examined as if under cross-examination.
- 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 not—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.

**Section 8. Investigatory Meetings Regarding Proposed Discipline**

- A. An employee required to attend an investigatory meeting that may result in disciplinary action shall receive advance notice of such meeting. Such notice shall include:
  - 1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline; and
  - 2. A statement of the employee's right to representation.

## 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 Agreement in the areas of overtime, intradepartmental transfers, vacations, and trades of work hours 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, including, but not limited to, matters that may be appealed through the Workers' Compensation Appeals Board;
  - 3. Position classification; or
  - 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 OCEA, 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. The OCEA shall have the right to a representative present throughout the grievance process.
- H. In order to encourage candid discussion and compromise in attempting to resolve grievances, the Authority and the OCEA 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 OCEA shall have the right to file grievances on behalf of the general membership; however, when the OCEA 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 OCEA has the right to grieve and arbitrate issues that solely affect the rights of the OCEA. 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 OCEA in the formal grievance procedure.
- B. Authorized grievance representatives shall be designated by the OCEA to represent employees for purposes of grievance procedures. The OCEA shall notify the Human Resources Director of the names and titles of such representatives. This notice shall be updated each time a change in designated representative(s) occurs.

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

- A. Reasonable time off without loss of pay shall be given to:
  - 1. An employee who has a grievance, in order to attend a meeting with his/her supervisor or other person with authority to resolve the matter, as prescribed herein.

2. An authorized grievance representative, in order to attend a meeting with the represented grievant's supervisor or other person with authority to resolve the grievance, as prescribed herein, or to obtain facts concerning the action grieved through discussion with the grievant or other employees.
- B. The following restrictions shall apply in all cases to activity authorized in Section 5.A. of this Article:
1. Before performing grievance work, the grievant or grievance representative shall obtain the permission of his/her supervisor and shall report back to the supervisor when the grievance work is completed.
  2. Neither the grievant nor the grievance representative shall interrupt or leave his/her job to perform grievance work, unless his/her supervisor determines that such interruption or absence shall not unduly interfere with the work of the unit in which the grievant or representative is employed. However, an effort shall be made to grant such time off as soon as it is feasible to do so.
  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; and
    - b. Such investigation shall 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 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 shall 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.

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

- a. If an employee has a grievance, the employee or the OCEA, 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 gives rise to the problem. A Step 1 grievance shall 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 the Division Chief shall meet with the grievant within the time limit.
- b. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within fourteen (14) calendar days after receipt of the written grievance, the Battalion Chief, Section Manager, Division Manager, or Division Chief shall meet with the grievant.
- c. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The written decision at Step 1 shall be signed by the reviewing officer.

2. STEP 2: 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 MOU 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. 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 OCEA 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 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 grievance involves both discrimination and other arbitrable issues, the 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 Public Employment Relations Board, the American Arbitration Association, or some other agreed upon source, and 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 the OCEA 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: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his/her own behalf, the employee may be called and examined as if under cross-examination.
- 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 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, 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 makes 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.
- ~~D. During the term of this MOU and expiring on December 15, 2017, the Authority agrees that it will not lay off employees in this unit until it spends at least 12.5% of the General Fund Contingency Reserve Fund.~~

#### **Section 2. Order of Layoff**

- A. When a reduction in the workforce is necessary, employees in impacted positions shall be considered for layoff in the following order:
  - 1. Part-time employees in impacted classifications shall be laid off first, unless they were previously regular, full-time employees in those classifications and transitioned to part-time status without a break in service. Such employees must be able and willing to return to full-time employment in the same classification or occupational series in order to have seniority rights considerations, on a pro rata basis, for purposes of layoff; otherwise, they shall be laid off next, if necessary, according to seniority; and
  - 2. Full-time regular employees shall be the next category to be laid off, if necessary. Employees in regular positions and those in part-time positions who meet the criteria in Section 2.A.1. of this Article shall be laid off in an order based on consideration of:
    - a. Employment status
    - b. Past performance
    - c. Length of continuous service

- B. Layoffs shall be made by class, except that:
1. Where a class has a dual or multiple concept, the Human Resources Director may authorize a layoff by specialty within the class.
  2. Where appropriate, the Human Resources Director may authorize a layoff by division or smaller unit.
  3. Within a class, employees shall be subject to layoff in the following order:

<u>Employment Status</u>	<u>Layoff Order</u>
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 Authority shall determine the order of layoff for these employees.

- C. The OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in each respective Unit covered by this Agreement. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3. of this Article.
- 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. Seniority Points
1. The equivalent of each year of full-time continuous service shall earn two hundred sixty (260) seniority points. The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.
- B. Demerit Points
1. For each point below three hundred (300) on the last "Performance Evaluation Report" for the class currently held by the employee, the

employee shall earn five (5) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

C. Layoff Points

1. Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

**Section 4. Notification of Employees**

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

- A. A full-time promotional probationary or full-time 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 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. Except as provided in Section 2.A.2. of this Article, part-time employees subject to layoff may not request that a voluntary reduction in lieu of layoff be considered if there is no vacant position available.
- 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; 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 person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following 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 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 7.A.1., 7.A.2., and 7.A.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 Who Exercise Their Rights Under Section 5. of this Article—The names of persons who exercise their rights under Section 5. 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 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 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 and pass any required performance tests for that class.
- B. The names of persons laid off shall be placed on the PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they 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 need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.
- 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. An employee who, upon retirement, signs a statement electing not to be eligible for reinstatement under this provision shall have his/her name excluded from the aforementioned Lists.
- D. REINSTATEMENT LISTS shall be available to the OCEA and affected employees upon reasonable request.

**Section 8. Status on Reinstatement**

- A. An employee who has been laid off under the provisions of this Article and is 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 accrual rates and service awards.
  4. The employee shall be placed in the salary range as if the employee had been on 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 is subsequently 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 step on the salary range closest to, but that 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 has been on a Leave of Absence.
- C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reinstated within a two (2) year period from the date of reduction in a class higher than the one from which the employee was reduced shall receive the following considerations:
1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in Section 8.B. of this Article.
  2. 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 and requires medical treatment, the employee shall obtain treatment pursuant to the appropriate California Labor Code sections.

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

- A. If an employee is injured and files a workers' compensation claim, his/her claim will be assessed to be determined if it will be accepted by the Authority. While it is being assessed (i.e., prior to a determination being made as to whether it will be accepted) if the employee is unable to work, he/she has the right to use accrued sick leave, paid annual leave (PAL), compensatory time off and/or vacation, in that order. If the claim is accepted, workers' compensation supplement pay (i.e., the difference between temporary disability benefits and eighty percent (80%) of the employees' regular wages not inclusive of overtime unless part of the employee's regularly scheduled hours) shall begin the same day as the workers' compensation temporary disability benefits. If an employee is then receiving temporary disability benefits and supplement pay, he/she may use any accrued leaves to receive the difference between 80% of this pay (received through temporary disability payments and supplemental pay) and 100% of his/her pay. Under no circumstances may an employee receive more than 100% of his/her pay after filing a workers' compensation claim. The maximum amount of time supplemental pay will be provided is one year. After one year, if the employee remains off of work on workers' compensation leave and still has leave accruals, he/she will be permitted to use those accruals to make up the difference between temporary disability benefits (if still eligible) and 100% of his/her regular compensation.
- B. The employee shall not accrue sick leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.
- C. 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.
- D. 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.A. of this Article.

- E. 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.

**Section 4. Injury to Volunteer Reserve Firefighter**

- A. Whenever an employee who is also a Volunteer Reserve Firefighter is compelled to be absent from his/her regular employment due to injury arising out of and in the course of his/her volunteer service as a Volunteer Reserve Firefighter, such employee shall receive temporary disability and/or permanent disability as prescribed by the California Labor Code relative to workers' compensation benefits.



## ARTICLE XII

### SAFETY

#### **Section 1. General Provisions**

- A. Recognizing that a safe work environment is of substantial benefit to both the Authority and employees, the Authority and OCEA mutually agree to the following safety program:
1. No employee shall be required to work under conditions dangerous to the employee's health or safety.
  2. The Authority shall make every reasonable effort to provide and maintain a safe place of employment. The OCEA shall urge all employees to perform their work in a safe manner. 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.
  3. Any employee who either does not receive an answer to a safety-related question from his/her supervisor within three (3) days or receives an answer that the employee deems unsatisfactory may directly contact the designated Authority Safety Officer.
  4. 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 that the Safety Officer is conducting an investigation, the employee shall be assigned to other work at no loss of earnings. If the designated Authority Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.
  5. The Authority shall furnish all equipment that is necessary for employees to perform their job in a safe manner.
  6. Wherever practicable, the Authority shall provide the necessary first aid kits and first aid training at each location.

#### **Section 2. Safety Inspection**

- A. During inspection of Authority facilities conducted by the appropriate state agency for the purpose of determining compliance with the California OSHA requirements, an OCEA-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. One (1) primary safety representative and one (1) alternate safety representative of the Association who serves on the Authority's Safety & Occupational Health Committee may be selected by OCEA to meet at least once a month, upon request, with the designated Authority Safety Officer.
- B. A safety representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint, provided:
  - 1. The safety representative obtains permission from the immediate supervisor prior to performing such 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 shall 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 information regarding a safety or health complaint, 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**

- A. 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. That amount is equal to the annual CalPERS statutory minimum ~~which is \$122 for 2015 and a yet undetermined amount for years following 2015.~~
- C. The Authority shall continue to maintain its Section 125 Cafeteria Plan for active eligible employees and pay 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 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. These amounts are inclusive of the CalPERS statutory minimum amount. That amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892. That amount is equal to the CalPERS statutory minimum ~~which is \$122 for 2015 and a yet undetermined amount for years following 2015.~~ 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.
  - 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 one half (37.5) percent of the total health plan premium selected by the employee, whichever is greater. If either of these amounts do not meet the affordability requirements of the Affordable Care Act (ACA), the Authority's contribution will be the amount necessary to comply with the ACA's affordability requirement. These amounts are inclusive of the CalPERS statutory minimum amount. That 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.

- D. For employees who are on approved Family Leave pursuant to Article V, Section 11, 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.
- E. Upon showing sufficient proof of alternate health care coverage, other than an Authority funded or administered plan, such as a certificate of coverage, a full-time (regular, limited-term, or probationary) employee shall be entitled to a biweekly credit equivalent to fifty (50) percent of the cost of the highest employee only PPO plan offered to full-time employees in this bargaining unit. The biweekly amount will be computed and applied in accordance with the following steps:

Step 1: Identify the highest employee-only PPO Premium offered by the Authority to unit employees living in the Orange County area.

Step 2: Multiply the amount identified in Step 1 by one half (.5) to determine the 50% amount.

Step 3: Divide the amount determined in Step 2 by two to establish the amount to be applied on a biweekly basis. ~~In the months of the year in which there are three pay days, the employees will be not be paid on the third pay day.~~

Step 4: Apply the amount in step 3 to the first full pay period in subsequent calendar years. ~~In 2015, the amount in Step 3 will be applied in Pay Period # 3.~~

This credit will be applied to the employee's Cafeteria Plan, in lieu of the amount provided in Section 1.C.1. of this Article. This credit may be applied towards benefits offered under the Cafeteria Plan, including accidental death and dismemberment insurance or miscellaneous pay. The amount of credit will be reviewed annually and will be adjusted effective the first full pay period in January of each year. The adjustment will be based on the cost of the highest employee only PPO plan in effect January 1 of that year, offered to full-time employees in this bargaining unit.

- F. Upon showing sufficient proof of alternate health care coverage such as a certificate of coverage, part-time (regular, limited-term, or probationary) employee shall be entitled to a biweekly credit equivalent to twenty-five (25) percent of the cost of the highest employee only PPO plan offered to full-time employees in this bargaining unit. The biweekly amount will be computed and applied in accordance with the following steps:

Step 1: Identify the highest employee-only PPO Premium offered by the Authority to unit employees living in the Orange County area.

Step 2: Multiply the amount identified in Step 1 by twenty-five hundredths (.25) to determine the 25% amount.

Step 3: Divide the amount determined in Step 2 by two to establish the amount to be applied on a biweekly basis. ~~In the months of the year in which there are three pay days, the employees will be not be paid on the third pay day.~~

Step 4: Apply the amount in step 3 to the first full pay period in subsequent calendar years. ~~For calendar year 2015, the amount in Step 3 will be applied in Pay Period #3.~~

This credit will be applied to his/her Cafeteria Plan, in lieu of the amount provided in Section 1.C.2. of this Article. This credit may be applied towards benefits offered under the Cafeteria Plan, including accidental death and dismemberment insurance or miscellaneous pay. The amount of credit will be reviewed annually and will be adjusted effective the first full pay period in January of each year. The adjustment will be based on the cost of the highest employee only PPO plan in effect January 1 of that year, offered to full-time employees in this bargaining unit.

## **Section 2. Health Plan Enrollment**

- A. Newly hired eligible employees must enroll for coverage in health plans within the first 60 days of employment. If the employee fails to enroll within the first 60 days of employment, he/she must either wait until the next open enrollment period or ninety (90) days after submission of a late enrollment form. Health plan coverage shall become effective the first day of the month following submission to the Authority of the Health Benefit Enrollment form.
- 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 California Government Code Section 22892.

- 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.
- 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. 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. OCEA shall continue to maintain a trust fund, approved by the State of California, for the sole purpose of providing disability and other group insurance coverages for employees.
- B. The Authority shall, on a biweekly basis, forward thirty (30) cents per hour for all regular hours paid for all employees for deposit in said State-approved trust fund. The Authority shall forward, at least monthly, an amount equal to thirty (30) cents for each regularly scheduled hour in each full pay period of unpaid leave that meets the requirements of Family Leave pursuant to Article V, Section 11, and applicable law.
- C. Insurance coverages provided through the trust fund with monies contributed by the Authority shall be made available by the OCEA to all employees on an equal basis regardless of membership status.
- D. The OCEA shall indemnify and hold the Authority harmless from any claims or legal actions brought under this Section.
- E. Not more than once each year, the OCEA—upon request—shall provide the Authority with a copy of any report provided to the Insurance Commission and shall provide a statement of the participation and plan cost for the past year for each program of the trust fund. The OCEA also agrees to provide the Authority with the specifics of any benefit plan changes as they occur.

### **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 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 service and who meet the eligibility requirements as set forth in Section 5.B. of this Article. During the term of this MOU, the parties agree that either side may reopen labor negotiations on the topic of retiree medical insurance if being discussed with Local 3631 and the COA.
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.
3. An eligible former employee who terminated from Authority service prior to retirement, who is 55 years of age or older, and who is enrolled in a recognized health plan or Medicare as stated in the Retiree Medical Plan and required by the "recognized health plan," shall receive a Retiree Medical Insurance Grant.
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.
  - a. Effective January 1, 201~~8~~<sup>4</sup>, the Retiree Medical Insurance Grant ~~is~~<sup>shall be</sup> an amount based on twenty ~~two~~ <sup>five</sup> dollars and ~~seven-fifty~~ cents (~~\$22.07~~<sup>26.06</sup>) per month for each full year of service to a maximum of ~~five-six~~ hundred ~~and-thirty seven~~<sup>fifty-one</sup> dollars and ~~seventy-five-fifty~~ cents (~~\$551.75~~<sup>651.50</sup>) 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 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.

- 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 55 and request the Authority to commence distribution of the Grant no later than 90 days from the former employee’s 55th birthday. Upon such request, the eligible former employees must show proof of enrollment in a recognized health plan. A reimbursement for a portion of the cost of premiums will be provided to the eligible former employees in accordance with the Retiree Medical Plan provisions. The eligible former employees will be required to provide the Authority with a copy of the premium bill and cancelled check or other recognized proof of payment for reimbursement.

**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 55 and enrolled in a recognized health plan.
2. Only employees hired before January 1, 2007, shall be eligible to participate in the Retiree Medical Insurance Grant Plan.
3. Retiree or eligible former employee must have retired or terminated employment with the Authority with at least one (1) year of service (2080 hours), except as provided in Section 5.B.3.a., b., and c. of this Article.
  - a. A retiree of the Authority who receives a service-connected disability retirement from OCERS shall be eligible for a Retiree Medical Insurance Grant equal to either ten (10) years of service or actual years of service, whichever is greater.
  - b. A retiree who receives a non-service connected disability retirement shall be eligible for a Retiree Medical Insurance Grant based on actual years of service.
  - c. A separated employee who is less than 55 years of age or is under normal retirement age or is under normal retirement age who has requested a service or non-service connected disability retirement shall not be eligible to receive the Retiree Medical Insurance Grant until a determination of disability status is made by the Board of Retirement.



4. All eligible retirees, eligible former employees, and enrolled dependents who are 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.
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. However, in order to be eligible for health care coverage provided by CalPERS, retirement must not be deferred for more than one hundred twenty (120) days after the employee separates from Authority Service.
  - b. An employee with one (1) year of Service (2080 hours), who is not eligible for paid retirement at the time he/she separates from Authority service and elects deferred retirement status, shall not become eligible for participation in the Retiree Medical Insurance Grant until he/she becomes 55 years of age.
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.

C. Employee Contribution

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

D. Survivor Benefits

1. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent of the Retiree Medical Insurance Grant authorized for the retiree.
2. A surviving eligible retiree or eligible former employee who qualifies for a monthly retirement allowance and who was married to a retiree or eligible former employee who was also eligible for a Retiree Medical Insurance Grant shall receive the survivor benefit described in Section 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.

**Section 6. Defined Contribution Plan for Retiree Medical Benefits**

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

**~~Section 7. Physical Examination~~**

- ~~A. Except for General Unit employees, the Authority shall provide voluntary annual physical examinations by an Authority designated physician at no cost to the employee.~~

## ARTICLE XIV

### UNIFORMS

#### Section 1. Uniforms

- A. The Authority shall continue the current system of providing and/or laundering uniforms for all employees who are currently provided uniforms.
- B. The Authority shall continue to provide appropriate boots and safety footwear for all employees who are currently provided boots and safety footwear.
  - 1. When an employee requests a required wildland boot, other than those provided by the Authority, the Authority may – at its sole discretion – authorize such employee to purchase an alternative Authority-approved wildland boot. In such cases, the employee shall be reimbursed for his/her cost of purchasing the Authority-approved wildland boots to a maximum of \$300 per pair.
- C. This benefit may be expanded to other classes within management's discretion based on operational needs.

## ARTICLE XV

### RETIREMENT

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

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

#### **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 pursuant to Government code 31581.2.

#### **Section 3. Final Compensation For Legacy Members of OCERS**

- 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 Authority Board.

#### **Section 5. Retirement Formulas And Employee Contributions**

- A. Employees Hired Prior to July 1, 2011
1. Retirement Formula: These employees receive the 2.7%@55 formula in accordance with Government code section 31676.19.
  2. Employee Contribution: ~~Effective on the first day of the first full pay period in March 2015, employees in the bargaining unit shall pay up to eleven percent (11%) but no higher than their maximum employee contribution~~

~~(based on age of entry into OCERS) if their maximum employee contribution is lower than eleven percent (11%).~~

~~3. Effective on the first day of the first full pay period in March 2016, employees in the bargaining unit shall pay up to thirteen and one half percent (13.5%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than thirteen and one half percent (13.5%).~~

4.3. Effective on the first day of the first full pay period in March 2017, employees in the bargaining unit shall pay up to sixteen and one half percent (16.5%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than sixteen and one half percent (16.5%).

5.4. At any time beyond the first day of the first full pay period in March 2017, if there are increases to the maximum employee contribution to OCERS, employees will pay their maximum employee contribution as required by OCERS~~those employee contributions.~~

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

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

2. Employee Contribution: ~~Effective on the first day of the first full pay period in March 2015, employees in the bargaining unit shall pay up to eleven percent (11%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than eleven percent (11%).~~

~~Effective on the first day of the first full pay period in March 2016, employees in the bargaining unit shall pay up to thirteen and one half percent (13.5%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than thirteen and one half percent (13.5%).~~

Effective on the first day of the first full pay period in March 2017, employees in the bargaining unit shall pay up to sixteen and one half percent (16.5%) but no higher than their maximum employee contribution (based on age of entry into OCERS) if their maximum employee contribution is lower than sixteen and one half percent (16.5%).

3. At any time beyond the first day of the first full pay period in March, 2017, if there are increases to the maximum employee contribution to OCERS, employees will pay their maximum employee contribution as required by OCERS~~those employee contributions.~~

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

1. 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 PEPR and the OCERS Board of Retirement.
2. Employee contribution – Such employees shall pay one half the normal cost as defined by the PEPR.

**Section 2. Employer’s Contribution**

- ~~A. Until all of the employees in the unit are paying 100% of their member contribution as described in Section 1 above, the Authority shall continue to pay one hundred (100) percent of the employee’s remaining retirement contribution (i.e., the amount between the employee’s agreed upon amount and their total member contribution) pursuant to Government Code 31581.2 independent of the retirement formula benefit set forth herein.~~

<b>ARTICLE XVI</b>
--------------------

**DEFERRED COMPENSATION**

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

## ARTICLE XVII

### OCEA RIGHTS

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

- A. Membership dues of OCEA members and insurance premiums for such OCEA-sponsored insurance programs 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 OCEA on a monthly basis.
- B. OCEA shall notify the Authority, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.

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

- A. Once each quarter, during the term of this MOU, the Human Resources Director shall provide OCEA with a listing of all OCEA-represented employees. Such listing shall include employee name, job classification, section, base hourly rate, hire date, and step. The Authority shall also provide OCEA with any other information needed pursuant to Article XIII, Section 3. OCEA agrees to pay all costs necessary to provide such lists.

#### **Section 3. Use of Bulletin Boards**

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

#### **Section 4. Use of Authority Facilities**

- A. OCEA may, with the approval of the Human Resources Director, hold meetings of their 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.



<b>ARTICLE XVIII</b>
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**SEPARABILITY**

In the event any provisions of this MOU are 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

Employees in OCEA-represented Units who have authorized 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 dues deductions made by the Authority during the term of this Agreement, provided that employees in such Units may terminate such Association dues by submitting a completed and signed payroll deduction cancellation form to the Finance Manager during the period of ~~April~~~~September~~ 1, 20~~21~~~~17~~, through ~~April~~~~September~~ 30, 20~~21~~~~17~~.

<b>ARTICLE XX</b>
-------------------

**RECOGNITION**

Pursuant to the Employee Relations Resolution of the Orange County Fire Authority and applicable State law, the Orange County Employees Association is the exclusively recognized employee organization for the General Unit and Supervisory Management Unit for classes in effect during the term of this Agreement. Said classes are listed 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. Establishment of New Classes**

- A. The Authority shall provide the OCEA an information copy of the new class specification for any proposed class relevant to OCEA represented Units. The Authority agrees to meet and confer with the OCEA 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. Requesting Classification Studies**

- A. Employees and the OCEA may request a classification study be conducted to address problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Such requests may be submitted to the Human Resources Director. The Human Resources Director shall respond to such requests as soon as practicable. Appropriate responses include, but are not limited to, denial of a request or a recommendation that a classification study be conducted. Classification Maintenance Reviews, as defined in Section 2.B. of this Article, are excluded from this provision.
- B. Classification Maintenance Review is defined as: 1) any study involving all positions in a class or series, except for a class or series with five (5) or fewer positions; 2) any study involving all positions in an organizational unit concept, or where a minimum qualification salary relationship is at issue.
- C. In addition to subparagraphs A and B, the OCFA would agree that within twelve (12) months of the date of the Board of Director's approval of this MOU, the OCFA will conduct a classification study for classifications in the Service Center job series. OCEA may also request that the OCFA conduct a classification study of at least one additional job series both one (1) year and also two (2) years after Board approval of this MOU. The Authority shall conduct the study of the series requested by the OCEA. If the OCEA requests that more than one series be studied, the OCFA retains discretion to determine whether to study additional series or single classifications.

## ARTICLE XXIII

### **JOINT LABOR-MANAGEMENT COMMITTEE**

For the term of this Agreement, the Authority and the OCEA (the Parties) agree to establish a standing Joint Labor-Management Meeting to be held monthly. This meeting shall involve Authority representation from Executive Management and Human Resources and official OCEA representation. These meetings shall be co-chaired by both Parties and conducted for the purposes of facilitating effective communications and establishing assignment-specific joint labor-management committees or task forces as needed. The Parties shall share responsibility for moving issues forward toward resolution. With mutual consent, the frequency of the meetings may be altered as appropriate or by the Authority as necessary.

#### **Section 1. Purpose**

- A. In order to achieve and maintain beneficial relationships through continuing communications, the OCFA and the OCEA do hereby establish a Joint Labor-Management Committee for the OCEA represented Unit. The purpose of the Committee is to discuss, explore, study, and resolve problems referred to it by the parties of this Agreement. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored, and studied and make recommendations for implementation.
- B. In order to have a frank and open discussion, the Committee shall have no authority to change, delete, or modify any of the terms of this Agreement or to settle any grievance being processed under a different Article of this Agreement. When mutually agreed upon, the Committee's discussions shall not be publicized.

#### **Section 2. Committee Membership**

- A. OCEA—Two (2) employee representatives of the OCEA-represented Unit and one (1) OCEA staff representative.
- B. OCFA—Human Resources Director or designee and two (2) designated management representatives.
- C. Substitutes may be chosen by mutual consent, but it is recognized that a continuity of membership is desired. The two (2) employee representatives and the two (2) designated management representatives may be rotated every eighteen (18) months.

**Section 3. Chairperson Responsibilities**

- A. Chairperson responsibilities shall alternate monthly between the OCEA and OCFA management. Each party shall determine whether there shall be a permanent chairperson or rotating chairpersons.

**Section 4. Conduct of Meetings**

- A. Meetings shall be held once a month and shall be no more than (2) hours in length, unless the nature of business warrants extension thereof. However, interim meetings may be held if mutually agreed to by the Committee.
- B. An agenda shall be submitted to both Parties forty-eight (48) hours prior to the meetings. At the first meeting, a specific day and time shall be selected for future meetings. Topics not on the agenda shall not be discussed but shall be placed on the following month's agenda. Emergency items may be added by mutual consent. The agenda shall include a brief discussion of each item to be discussed. Discussion of agenda topics shall be alternated, with the party occupying the chair exercising the right to designate the first topic.

**Section 5. General Guidelines**

- A. It is not the intent of this Committee to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.
- B. No grievances or disciplinary actions being processed under another part of this Agreement shall be discussed, and no bargaining shall take place.
- C. Topics that could lead to grievances may be discussed.
- D. Each person wishing to speak shall be recognized by the Chairperson before speaking.
- E. The Chairperson shall recognize a motion from either party to table a topic for further study. No topic may be tabled more than once, unless by mutual consent.
- F. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. When mutually satisfactory decisions are not reached, the parties may pursue such topics in any other manner that is lawful.

## ARTICLE XXIV

### COMPENSATION

#### Section 1. Base Salary Adjustments

- A. Effective on the first day of the pay period during which the Board approves this MOU, employees covered by this Agreement shall receive a two percent (2.0%) 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 two percent (2.0%) 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 two percent (2.0%) base salary increase.

~~Effective on the first day of the first full pay period in March 2015, employees in the bargaining unit shall receive a two and three quarter percent (2.75%) base salary increase.~~

~~Effective on the first day of the first full pay period in March 2016, employees in the bargaining unit shall receive a two and one half percent (2.50%) base salary increase.~~

~~Effective on the first day of the first full pay period in March 2017, employees in the bargaining unit shall receive a three percent (3.0%) base salary increase.~~

- ~~A. The parties agree that a classification and compensation study of the classifications below will be conducted within four months from the date of Board approval of the MOU. The study will be conducted by an outside consultant. The consultant will be chosen by a committee who will evaluate the responses to the requests for proposals. The Association may have one of its members on the committee, but it will be Authority management who will choose the consultant as it is the Authority who will be hiring and paying for the consultant. Following receipt of the consultant's reports, the parties agree to reopen labor negotiations to negotiate over compensation and classification of these classifications.~~

~~1. Fire Prevention Services Specialist — this will include an analysis of how this classification compares to Office Services Specialists.~~

~~2. Assistant Fire Marshal — this will include an analysis of how this classification compares to Fire Safety Engineer.~~



~~3. Office Services Specialists in Community Risk Reduction – this will include an analysis of how this classification compares to Administrative Assistant.~~

## **Section 2. Specialty Pay**

### **A. Bilingual Pay**

1. Qualified employees who meet the following criteria shall receive an additional seventy eight (78) cents per hour (approximately one hundred and thirty five [135] 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.
2. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.
3. 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.
4. A bilingual employee may be called upon to speak or translate a second language at any time, as Authority needs dictate.
5. An employee in a bilingual assignment may request assignment to a position that does not require bilingual certification. The request shall be made in writing to the Fire Chief, who shall consider it according to:
  - Authority need; and
  - Availability of a qualified replacement; and
  - Availability of another suitable assignment for the requesting employee.

### **B. Educational Incentive Pay**

1. A regular, limited-term, or probationary employee who meets the following criteria shall receive educational incentive pay:

- a. Satisfactory completion of the equivalent of sixty (60) college-level semester units or completion of an approved course from Universal Technical Institute or equivalent).
    - i. The rate of educational incentive pay shall be two and one half (2.5) percent of base salary per month, prorated on an hourly basis for all regular hours paid.
  - b. Satisfactory completion of the equivalent of ninety (90) college-level semester units.
    - i. The rate of educational incentive pay shall be three (3) percent of base salary per month, prorated on an hourly basis for all regular hours paid.
  - c. Satisfactory completion of a bachelor's degree from an accredited college or university.
    - i. The rate of educational incentive pay for a bachelor's degree shall be five and one half (5.5) percent of base salary per month, prorated on an hourly basis for all regular hours paid.
  - d. The maximum attainable educational incentive pay is five and one half (5.5) percent of base salary per month.
3. Educational incentive pay is not applied to overtime/backfill hours.
  4. In order 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).
  5. Payment of the educational incentive pay shall begin with the pay period following verification of the employee's eligibility.
  6. The educational incentive pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of any benefits as provided by law.

C. Air-Pack Certification Pay

1. Employees in the following classifications who have satisfactorily completed certification in Air-Pak 2.2/4.5/50 maintenance and overhaul issued by Scott Technical Services Group Health/Safety Products, or satisfactorily completed certification in oxygen system service/repair of all

regulators, aspirators, selector valves, and demand valve testing shall receive air-pack certification pay:

- Fire Equipment Technician
  - Senior Fire Equipment Technician
2. The rate of air-pack certification pay shall be seventy (\$70) dollars per month, prorated on a biweekly basis.
  3. Payment of the air-pack certification shall begin with the pay period following verification of the employee's certification.
  4. Air-pack certification pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of any benefits as provided by law.

D. ASE Certifications

The Authority will reimburse employees who test for the available ASE certifications up to \$270 per year for the cost associated with testing for these certifications. Employees will need to show receipts for the costs associated with the testing to receive the reimbursement.

E. Emergency Medical Dispatch Pay

1. Employees in the following classifications who have completed an Authority-approved Emergency Medical Dispatch Class, and who are required to perform Emergency Medical Dispatching (EMD) in accordance with Authority-approved protocols shall receive emergency medical dispatch pay:
  - Fire Communications Dispatcher
  - Fire Communications Supervisor
  - Senior Fire Communications Supervisor
2. The rate for emergency medical dispatch pay shall be five (5%) percent of the employee's base hourly rate, prorated on an hourly basis for all hours paid.
3. Payment of the emergency medical dispatch pay shall begin with the pay period following verification of the employee's eligibility.
4. Emergency medical dispatch pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earnings of any benefits as provided by law.

F. Move-Up Supervisor Pay

1. Employees in the classification of Fire Communications Dispatcher who are assigned to perform temporary duties as a move-up supervisor in the absence of a Fire Communications Supervisor or Senior Fire Communications Supervisor shall receive move-up supervisor pay.
2. The rate for move-up supervisor pay shall be five (5%) percent of the employee's base hourly rate, prorated on an hourly basis for all hours worked in the temporary capacity.
3. During a twenty-four (24) hour workday, one (1) employee at a time shall be assigned as the move-up supervisor.
4. The assigned employee shall be eligible for move-up supervisor pay for the following purposes:
  - a. Floor coverage during the meal-time and sleep-time periods of the Fire Communications Supervisor or Senior Fire Communications Supervisor.
  - b. Floor coverage during periods of temporary absence of the Fire Communications Supervisor or Senior Fire Communications Supervisor such as training sessions, meetings, etc.
5. Move-up supervisor pay shall not apply to workers' compensation as part of the employee's base pay for the earnings of any benefits as provided by law.

~~G. Hazardous Materials Assignment Pay~~

~~The work described in this sub-article is no longer being performed by the Authority and therefore, the pay described below is not being paid to anyone. If, in the future, the Hazardous Materials Section or directly related program is reinstated the language in 1-5 below would be applicable.~~

- ~~1. Employees in the following classifications shall receive hazardous materials assignment pay, based on assignment and certification qualifications:
  - ~~• Assistant Fire Marshal~~
  - ~~• Fire Prevention Specialist~~
  - ~~• Senior Fire Prevention Specialist~~~~
- ~~2. The rate for hazardous materials assignment pay shall be five (5) percent of the employee's base hourly rate, prorated on an hourly basis for all hours worked.~~
- ~~3. An employee assigned to the Hazardous Materials Services Section shall be eligible for hazardous materials assignment pay upon successful completion of the Authority's certification requirements.~~

- ~~4. Payment of the hazardous materials assignment pay shall begin with the pay period following verification of the employee's certification.~~
- ~~5. Hazardous materials assignment pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earnings of any benefits as provided by law.~~

#### ~~H.G.~~ Plan Review Pay

- ~~1. Employees in the following classifications who are assigned the duties of plan reviewer assigned to the Planning and Development Section shall receive plan review pay based on assignment and certification qualifications:~~

- ~~• Assistant Fire Marshal~~
  - ~~• Fire Prevention Specialist~~
  - ~~• Senior Fire Prevention Specialist~~

- ~~2. The rate for plan review pay shall be seven and one half (7.5%) percent of the employee's base hourly rate, prorated on an hourly basis for all hours worked.~~
- ~~3. An employee assigned to the Planning and Development Section who performs the duties of plan reviewer shall be eligible for plan review pay upon successful completion of the Authority's certification requirements.~~
- ~~4. Payment of plan review pay shall begin with the pay period following verification of an employee's certification.~~
- ~~5. Plan review pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earnings of any benefits as provided by law.~~

1. Employees in the following classifications who are regularly assigned the duties of Plan Reviewer shall receive Plan Review Pay based on assignment and certification qualifications:

- i. Fire Prevention Specialist
- ii. Senior Fire Prevention Specialist

2. The rate for Plan Review Pay shall be seven and one half percent (7.5%) of the employee's base hourly rate, prorated on an hourly basis for all hours paid.
3. An employee who regularly performs the duties of Plan Reviewer shall be eligible for Plan Review Pay upon successful completion of the Authority's certification requirements.
4. Plan Review Pay shall be considered as part of the employee's base pay for the earnings of any workers' compensation benefits as provided by law.

The conditions and application of the specialty pay for Assistant Fire Marshals who possess a California Professional Engineer License are as follows:

1. Employees in the Assistant Fire Marshal classification who possess a California Professional Engineer License in the fields of structural, civil, mechanical, chemical, or fire protection engineering, shall receive the California Professional Engineer Specialty Pay effective the pay period that includes January 1, 2019. The status of the license must be clear with the State of California's Department of Consumer Affairs, Board for Professional Engineers, Land Surveyors, and Geologists.
2. The rate for California Professional Engineer Specialty Pay shall be five percent (5%) of the employee's base hourly rate, prorated on an hourly basis for all hours worked.
3. California Professional Engineer Specialty Pay shall begin with the pay period following verification of an employee's clear license.
4. An employee's California Professional Engineer License will be verified through the State of California's Department of Consumer Affairs, Board for Professional Engineers, Land Surveyors, and Geologists during the employee's annual evaluation. If the license is not clear, the California Professional Engineer Specialty Pay will cease with the pay period following the annual evaluation due date.
5. California Professional Engineer Specialty Pay shall be considered as part of the employee's base pay for the earnings of any workers' compensation benefits as provided by law.

#### I.H. Night Assignment Pay

1. An employee who is regularly assigned to a night assignment shall, in addition to his/her regular salary, receive night assignment pay.
2. For purposes of this Section, night assignment shall mean an assigned workday of seven (7) consecutive hours or more that includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime that is worked as an extension of an assigned day assignment shall not qualify an employee for night assignment pay.
3. The rate of night assignment pay shall be five (5%) percent of the employee's base hourly rate, prorated on an hourly basis, with a minimum of sixty (60) cents per hour ~~and a maximum of one (1) dollar and fifty (50) cents per hour~~ for all hours worked on night assignment.
4. Fire Communications Dispatchers, and Fire Communications Supervisors, ~~and Emergency Transportation Technicians~~ regularly assigned to a twenty-four (24) hour workday shall not be eligible for night assignment pay.

5. Night assignment pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earnings of any benefits as provided by law.

~~J. — Emergency Medical Technician (EMT) Pay~~

~~1. — Full-time employees in the classification of Emergency Transportation Technician who maintain an active State of California EMT certification shall receive emergency medical technician pay.~~

~~2. — The rate of emergency medical technician pay shall be five (5%) percent of the employee's base hourly rate, prorated on an hourly basis for all regular hours worked.~~

~~3. — Payment of the emergency medical technician pay shall begin with the pay period following verification of the employee's certification.~~

~~4. — Emergency medical technician pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earnings of any benefits as provided by law.~~

~~5. — The Authority shall provide recertification opportunities for Emergency Transportation Technicians.~~

~~6. — Emergency medical technician pay is not applied to overtime/backfill hours, unless applicable by law.~~

## ARTICLE XXV

### MANAGEMENT RIGHTS

The Authority retains any rights, powers, or authority it had prior to the signing of this Agreement, except as those rights are or may be, during the term of this Agreement, directly or indirectly affected by this Agreement or applicable law. Such rights shall include, by way of example, but not limitation, the right to manage the Authority and direct the workforce, including the right to hire, select, discipline, transfer, and assign work. Nothing in this provision shall be construed to restrict grievances concerning this Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.



## ARTICLE XXVI

### STRIKES

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

## ARTICLE XXVII

### 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 interests of the Authority, upon mutual agreement of the Assistant Chief of the department in which the Association officer is assigned, or in his/her absence, the Deputy Fire Chief, and the designated representative of the Association, the Association officer 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 OCEA represented Units shall be able to contribute vacation or compensatory time to a bank of hours to be used by the Association's designated representatives for conducting Association business.
- B. Employees within the OCEA represented Units shall be allowed to donate up to eight (8) hours per calendar year of vacation or compensatory time to a bank of hours to be used by the Association's designated representatives for conducting Association business.
- C. All donations shall be irrevocable.

#### **Section 3. Leave for OCEA Business**

- A. The Authority shall allow a regular, limited-term, or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:
  - 1. OCEA shall make a request to the Human Resources Director at least ten (10) calendar days in advance.
  - 2. OCEA shall not request that such leave be effective for more than four (4) employees on any workday.
  - 3. The services of such an employee are not immediately required by the Authority, and other competent employees are available to do the employee's usual work.

#### **Section 4. OCEA Presidential Leave**

- A. Upon request by the OCEA, the Authority shall grant Presidential Leave with pay and benefits to designated OCEA representatives under the following provisions:
1. Presidential Leave shall be for a minimum of eight (8) hours.
  2. Presidential Leave is requested fourteen (14) calendar days in advance. Said Notice may be waived by mutual agreement.
  3. The OCEA promptly reimburses the Authority for all OCEA President salary expenses incurred during the Presidential Leave.
  4. The OCEA promptly reimburses the Authority for all benefit expenses incurred during the Presidential Leave.
  5. The employee shall continue to conform to the Authority's rules and regulations that are not inconsistent with Presidential Leave.
  6. There is not a compelling need for the employee to perform Authority work.
  7. The employee is a "standard" or better performer.
  8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on Authority operations, the Authority may reassign or transfer the individual to a less critical position in his/her class.
- B. Vacation and sick leave accrual rates shall apply to the employee as though he/she was on duty status.
- C. The duration of Presidential Leave, whether specified by hours for part-time employees or days for full-time employees, shall not count towards merit increase eligibility. A full-time employee's merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. A part-time employee's merit increase eligibility date shall be extended to meet the required hours for a merit increase. This extended merit increase eligibility date shall be effective the first day of the pay period after said date.
- D. The duration of Presidential Leave, whether specified by hours for part-time employees or days for full-time employees, shall not count towards the probationary period. A full-time employee's probation period, if applicable, shall be extended by the length of the Presidential Leave. A part-time employee's probation shall be extended to meet the required hours for probation. The extended probation period shall end on the first day of the pay period following said extended date.

- E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.
- F. Layoff points shall not be affected by Presidential Leave.
- G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or canceled during the course of the emergency. The OCEA shall not be obligated for reimbursement costs listed in Sections 4.A.3. and 4.A.4. of this Article for the period that Presidential Leave is suspended or canceled. Provisions of Sections 4.A.1. through 4.A.8. of this Article shall be suspended during said emergency recall.
- H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

<b>CONTRACT SIGNATURES</b>
----------------------------

All terms and conditions set forth in this Agreement are hereby certified and agreed upon this \_\_\_\_ day of \_\_\_\_\_, 201~~8~~<sup>5</sup>.

**The Orange County Fire Authority**

**The Orange County Employees Association**

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

\_\_\_\_\_  
**Aaron Peardon**  
**OCEA Senior Labor Relations**  
**Representative**

\_\_\_\_\_  
**Dave Anderson**  
**Assistant Chief of Support Services**

\_\_\_\_\_  
**Kate Wolf**  
**OCEA Labor Relations Specialist**

\_\_\_\_\_  
**Lori Smith**  
**Assistant Chief/Fire Marshal**  
**Community Risk Reduction Department**

\_\_\_\_\_  
**Kavin Parikh**  
**OCEA Representative**

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

\_\_\_\_\_  
**John Bowden**  
**OCEA Representative**

\_\_\_\_\_  
**Jim Ruane**  
**Finance Manager/Auditor**

\_\_\_\_\_  
**Velecia Stevens**  
**OCEA Representative**

\_\_\_\_\_  
**Lucy Manfre**  
**Employee Relations Manager**

\_\_\_\_\_  
**Michael Baker**  
**OCEA Representative**

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

\_\_\_\_\_  
**Chad Kurthy**  
**OCEA Representative**

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**Megan Soman**  
**OCEA Representative**

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**Don Friedline**  
**OCEA Representative**

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**Justin Mantai**  
**OCEA Representative**

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**Rich Swanson**  
**OCEA Representative**

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**John Dumitru**  
**OCEA Representative**

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## APPENDIX A

### BARGAINING UNIT CLASSIFICATIONS

Classes included in the General Unit as of January 22, 2015:

0540 Accountant  
0510 Accounting Support Specialist  
0930 Administrative Assistant  
0210 Assistant Fire Apparatus Technician  
0310 Assistant Purchasing Agent  
1615 Business Analyst  
0305 Buyer  
1110 Communications Installer  
1120 Communications Technician  
2010 Emergency Transportation Technician  
~~1535 EMS Nurse Educators~~  
0843 Environmental Health and Safety Specialist  
~~04235~~ Essential Facilities Inspector  
0940 Executive Assistant  
0410 Facilities Maintenance Coordinator  
0248 Fire Apparatus Parts Specialist  
0220 Fire Apparatus Technician  
0248 Fire Apparatus/Parts Specialist  
1040 Fire Community Relations/Education Specialist  
1210 Fire Communications Dispatcher  
0615 Fire Delivery Driver  
1920 Fire Equipment Operator  
0620 Fire Equipment Technician  
0260 Fire Helicopter Technician  
0150 Fire Prevention Analyst  
0110 Fire Prevention Services Specialist  
0130 Fire Prevention Specialist  
0120 Fire Prevention Trainee  
0170 Fire Safety Engineer  
1520 Fire Training Program Specialist  
1910 General Laborer  
1450 GIS Analyst  
1430 GIS Specialist  
1440 GIS Technician  
~~07340~~ Human Resources Analyst I  
0737 Human Resources Analyst II~~Analyst~~  
0710 Human Resources Specialist  
1310 Information Technology Help Desk Technician  
1340 Information Technology Analyst  
1335 Information Technology Specialist  
1325 Information Technology Technician  
1610 Management Assistant

1050 Multimedia Specialist  
 0910 Office Services Assistant  
 0920 Office Services Specialist  
0123 Permit Technician I  
0124 Permit Technician II  
 0420 Project Specialist, Improvement  
 1030 Public Relations Specialist  
 0840 Risk Management Specialist  
 0520 Senior Accounting Support Specialist  
 0950 Senior Executive Assistant  
 1460 Senior GIS Analyst  
 0650 Service Center Lead  
 1130 Senior Communications Technician  
 0230 Senior Fire Apparatus Technician  
 0630 Senior Fire Equipment Technician  
 0140 Senior Fire Prevention Specialist  
 0720 Senior Human Resources Specialist  
 1350 Senior Information Technology Analyst  
 1525 Training Program Specialist

Classes included in the Supervisory Management Unit as of January 22, 2015:

0530 Accounting Support Supervisor  
 0160 Assistant Fire Marshal  
Communication Services Supervisor  
EMS Nurse Educator Supervisor  
 1220 Fire Communications Supervisor  
 1045 Fire Community Relations/Education Supervisor  
 0250 Fleet Services Coordinator  
 0240 Fleet Services Supervisor  
1470 GIS Supervisor  
 1360 Information Technology Supervisor  
 1051 Multimedia Supervisor  
0125 Permit Supervisor  
 0660 Service Center Supervisor  
 0249 Senior Fire Apparatus /Parts Specialist  
 1230 Senior Fire Communications Supervisor  
 0270 Senior Fire Helicopter Technician  
 0320 Supervising Purchasing Agent  
 1510 Wildland Resource~~Fire Defense~~ Planner



# ORANGE COUNTY FIRE AUTHORITY

## SUPPLEMENTAL AGENDA

### BOARD OF DIRECTORS REGULAR MEETING

Thursday, August 23, 2018

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.

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

#### **FIRE CHIEF'S REPORT**

- Passing of US&R Search Canine "Jester"
- Division Chief Promotion
- Holy Fire
- Save-the-Dates OCFA's RFOTC and Fire Stations Open Houses

#### **CLOSED SESSION**

#### **CS4. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION**

Authority: Government Code Section 54956.9(d)(2) and (e)(5) – Significant Exposure to Litigation (1 case)

**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 20<sup>th</sup> day of August 2018.

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