# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# CONSOLIDATED FIRE AGENCIES JPA (CONFIRE)

# AND

# TEAMSTERS LOCAL 1932

## EMERGENCY SERVICES UNIT

## 2025 – 2028

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## PREAMBLE

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of CONFIRE business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

## RECOGNITION

Pursuant to the provisions of the Board-Governed Special Districts Employee Relations Ordinance and applicable State law, the Teamsters Local 1932(hereinafter "Teamsters"), is the exclusive recognized employee organization for employees in the Emergency Services Unit (hereinafter the "Unit"). CONFIRE hereby recognizes Teamsters as the exclusive recognized employee organization for the employees in the employee classifications comprising said Unit as listed in "Appendix B", as well as employees in such classes as may be added to this Unit hereafter by CONFIRE.

## ACCESS TO NEW EMPLOYEES

Consistent with applicable law, Teamsters Local 1932 shall be provided with a list of all new hires upon appointment to a classification in the Units represented by Teamsters Local 1932. CONFIRE shall work with Teamsters Local 1932 to arrange a time for new hires to meet with Teamsters Local 1932 for up to 20 minutes upon request of Teamsters Local 1932.

## ACCESS TO PERSONNEL RECORDS

Personnel records are confidential and access to personnel records of the employee shall be limited to the Director of Human Resources, the appointing authority, the Board of Directors, or their authorized representatives. Employees currently employed by CONFIRE and/or their representatives, designated by the employee in writing, will be allowed to review the employee's personnel records during regular business hours.

CONFIRE recognizes Teamsters Local 1932's ability to obtain and/or review employee personnel records or data, balancing the employee's privacy interest and the Union's need for the requested relevant and necessary information.

Letters of reference and other matters exempted by law shall be excluded from the right of inspection by the employee.

Negative information may be purged from the personnel records maintained by either the Department or Human Resources, subject to legal constraints, at the sole discretion of Human Resources or upon the request of the employee or the appointing authority, and upon approval of Human Resources and the employee shall be so notified.

Employees desiring to review such records shall make such request in writing at least twenty-four (24) hours in advance to their appointing authority or Human Resources as appropriate.

## ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Representatives of Teamsters to confer with CONFIRE employees during working hours.

Therefore, Teamsters Representatives will be granted access to work locations during business hours to investigate and process grievances or appeals. Teamsters Labor Relations Representatives shall be granted access upon obtaining authorization from the appointing authority or designated management representative prior to entering a work location and after advising of the general nature of the business. However, the appointing authority or designated management representative may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of CONFIRE operations. The appointing authority shall not unreasonably withhold timely access to work locations. The appointing authority shall ensure that there is someone designated who shall have authority to approve access. If a request is denied, the appointing authority or designated management representative shall establish a mutually agreeable time for access to the employee.

Teamsters Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The appointing authority or designated management representative may mutually establish with the Teamsters Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. CONFIRE shall not unreasonably interfere with Teamsters access right to work locations.

## ACCIDENTAL DEATH AND DISMEMBERMENT

Any employee may purchase amounts of Accidental Death and Dismemberment insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

| EMPLOYEE COVERAGE | DEPENDENT COVERAGE | |
|---|---|---|
| | SPOUSE/Domestic Partner | Each Child |
| $10,000 | $5,000 | $3,125 |
| $25,000 | $12,500 | $6,250 |
| $50,000 | $25,000 | $12,500 |
| $100,000 | $50,000 | $25,000 |
| $150,000 | $75,000 | $25,000 |
| $200,000 | $100,000 | $25,000 |
| $250,000 | $125,000 | $25,000 |

New employees shall become initially eligible to participate in these programs on the first day of the pay period following the first pay period in which the employee works and receives pay for one half plus one of their regularly scheduled hours. Participation will continue as long as premiums are paid timely. In the absence of sufficient earnings to cover the deduction for premiums, the employee will be given another payment option.

CONFIRE agrees to provide these benefits subject to carrier requirements, as specified in the certificate of

insurance, to be administered by the County's Employee Benefits and Services Division. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

## AUTHORIZED EMPLOYEE REPRESENTATIVES

**Section 1: Authorized Employee Representatives**

Teamsters may designate employee(s) as authorized employee representatives to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

(a) Time spent during regularly scheduled work hours by an authorized employee representative or alternate in representing an employee shall only be compensated by CONFIRE at such representative's or alternate's base rate of pay. No overtime compensation shall be authorized for such purposes.

(b) CONFIRE vehicles and supplies may not be used. CONFIRE telephones may not be used in implementing the provisions of this Article if such use would unduly interfere with the efficiency, safety, or security of CONFIRE operations and result in telephone costs to CONFIRE.

**Section 2: Handling of Grievances and Disciplinary Proceedings**

(a) At the request of an employee, an authorized employee representative or alternate may investigate a formal grievance and represent the employee at the resulting proceedings or represent the employee during disciplinary proceedings.

(b) Prior to participating in a grievance or disciplinary proceeding, the authorized employee representative or alternate and affected employee shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of CONFIRE operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to CONFIRE and employees when the authorized employee representative or alternate and affected employee can reasonably expect to be released from their work assignment. A denial of permission will automatically constitute an extension of the time limits established in the Grievance Procedure equal to the amount of the delay.

**Section 3: Meet and Confer**

Teamsters may designate employee representatives for purposes of meeting and conferring with CONFIRE pursuant to Government Code Section 3500 et. seq.

## CENTER ACCREDITATION BONUS

Upon the Dispatch Center receiving International Academies of Emergency Dispatch (IAED) accreditation, which is scheduled every three years, employees in this unit shall receive a one-time eight hundred dollar ($800.00) lump sum payment. Only employees who have completed one (1) year of continuous service in a regular position shall be eligible for the lump sum payment.

## DEFINITIONS

Listed below are definitions of terms commonly used in this Agreement:

Appointing Authority – Refers to the department head of the employee's department (i.e., the CONFIRE

Director). It includes any person who is designated as acting department head; employees acting for the department head during absence, and/or employees delegated all authority to act on behalf of the Appointing Authority on a regular basis.

Base Rate of Pay/Base Hourly Rate – Refers to the employee's base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix C).

Base Bi-weekly Salary – Refers to the employee's base hourly rate, excluding any differentials or other pay above the base hourly rate, such as Special Assignment Compensation Pay, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period.

Board of Directors – Refers to the CONFIRE Joint Powers Authority (JPA) Board of Directors sitting as the governing body of the CONFIRE JPA and the appointing authority.

Calendar Year - Refers to pay period 1 through 26 consecutively (or 27 when applicable).

Service/Continuous Service – Refers to the total length of service from an employee's most recent beginning (hire) date in a regular position with no separation from District employment.

CONFIRE – commonly refers to the Consolidated Fire Agencies JPA created on or about May 15, 1990. Consolidated Fire Agencies and CONFIRE may be used interchangeably throughout this Agreement.

County – Refers to San Bernardino County, a separate legal entity that provides certain administrative functions to CONFIRE.

Date of Hire or Hire Date – Refers to the effective date of the most recent date of hire in a regular position.

Fiscal Year – Ordinarily refers to pay period 15 of one year through pay period 14 of the following year.

Fringe Benefit(s) – Refers to non-wage compensation provided to employees such as, but not limited to, employer paid insurances, paid leaves, tuition reimbursement, Medical Emergency Leave, Voluntary Time Off, and Opt-out/Waive amounts. Fringe benefits shall not include compensation such as base salary, Special Assignment Compensation Pay and differentials.

Human Resources Director or designee – Refers to the incumbent in the County Human Resources Director position. It also includes any person who has been delegated authority approval on a regular basis by the County Human Resources Director.

Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, Paid Time Off (PTO), sick, holiday, or compensatory time. It does not include unpaid hours or disability payments such as State Disability Insurance or workers' compensation.

Paid Status – Refers to any pay period in which an employee codes paid hours.

Proof of Service - When documents are mailed to an employee, it shall be sent to the employee's current address of record. For the purpose of this procedure, notice by Priority Mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control.

Regular Position – Refers to a position authorized by the CONFIRE Board of Directors, that may be budgeted at either full-time or part-time level, and may be in either the Classified or Unclassified Service. Regular positions do not include recurrent, extra-help, ordinance, contract and other contingent positions.

Regular Status – Refers to an employee's status upon the completion of a required probationary and/or trainee period in a regular classified position in the employee's current or prior position as applicable.

Service Hours – Refers to paid hours during an employee's regular tour of duty, up to 80 hours per pay period. Time without pay, disability payments, Medical Emergency Leave, and overtime hours do not count as service hours.

Working Days – Refers to the days that CONFIRE is normally open to conduct business, i.e. Monday through Friday, excluding CONFIRE holidays.

## DEFERRED COMPENSATION

**Section 1: Enrollment**

All employees in a bargaining unit covered by the MOU shall automatically be enrolled in the County's 457 Deferred Compensation Plan and contribute 1.00% of base salary to the plan, subject to all legal requirements and constraints. Prior to the first salary deferral deduction employees shall be provided a 30-day period during which the employee may decline in writing to be enrolled and no salary deferral deduction shall be taken.

Thereafter, after being enrolled into the County's 457 Deferred Compensation Plan employees may withdraw at any time.

The Human Resources Employee Benefits and Services Division shall establish the forms and guidelines for the salary deferral declination of enrollment and administer the deduction according to the applicable Plan Document(s) and/or Human Resources Benefits procedures.

**Section 2: CONFIRE Matching Contribution**

Effective the pay period following Administrative Committee approval, employees who have completed one (1) year of continuous service in a regular position shall be eligible for the benefits of this article. The biweekly contribution of employees who contribute to CONFIRE's Section 457 (b) Deferred Compensation Plan will be matched by a CONFIRE contribution on the basis of one-half times (½x) the employee's contribution up to one-half percent (½%) of the employee's biweekly base salary. For example, an employee who contributes $10.00 per pay period shall receive a CONFIRE contribution of $5.00 per pay period, provided that the $5.00 does not exceed one-half percent (½%) of the employee's biweekly base salary. CONFIRE contributions to the Plan shall not be considered earnable compensation.

## DEPENDENT CARE ASSISTANCE PLAN

The purpose of the 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for certain dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code (IRC) of 1986 and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect

compensation for retirement purposes.

DCAP will be administered by the County Human Resources Department Employee Benefits & Services Division, consistent with said IRC Sections and the County's Dependent Care Assistance Plan Document.

(a) To be eligible to enroll in this benefit, an employee must be in a regular position.

(b) Enrollment in the Plan is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) calendar days following the date of becoming eligible due to a mid-year Change in Status event. Failure to submit participation agreement within the specified timeframe shall result in an election to not participate in the Plan.

(c) An employee must elect to participate in DCAP through salary reduction on forms approved by the County Human Resources Department Employee Benefits and Services Division. An employee's election to participate in DCAP shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and the County's Plan Document.

(d) Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited except as permitted by the IRC and the County's Dependent Care Assistance Plan Document. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

## DIFFERENTIALS

**Section 1: Night Shift Differential**

(a) Purpose. It is the purpose of this provision to compensate employees, who are required to actually work evening or night shift tours of duty, over and above the established base rates of pay.

(b) Eligible Personnel. Employees assigned to a continuous or regularly recurring evening or night shift tour of duty shall be eligible for night shift differential compensation. Further, employees who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty shall receive night shift differential compensation.

(c) Special Provisions.

(1) Night shift differential compensation shall not be included in the base rate of pay when computing call-back pay. Employees who are assigned to a continuous evening or night shift tour of duty shall receive such differential in addition to base pay when computing paid leave compensation.

(2) Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this Agreement.

(d) Compensation.

(1) Employees whose assigned tour of duty, with or without intervening meal time, includes work hours between 5:00 p.m. and 7:00 a.m. shall receive shift differential of one dollar seventy cents ($1.70) for all hours worked between 5:00 p.m. and 7:00 a.m. Effective the pay period following Administrative

Committee approval, employees whose assigned tour of duty, with or without intervening meal time, includes work hours between 5:00 p.m. and 7:00 a.m. shall receive a shift differential of one dollar and ninety-five cents ($1.95) for all hours worked between 5:00 p.m. and 7:00 a.m.

(2) Compensation under this Article shall not apply to employees whose shift begins between 7:00 a.m. and 8:59 a.m.

**Section 2: Shift Trainer Differential**

An employee assigned as a Shift Trainer or an employee assigned to a trainee shall receive a differential of two dollars and fifty cents ($2.50) for each hour worked as the assigned Shift Trainer or when assigned to a trainee. An employee assigned as a Co-Shift Trainer shall be eligible to receive the two dollars and fifty cents ($2.50) differential for all hours worked when performing the Shift Trainer duties in the absence of the assigned Shift Trainer.

**Section 3: Associate Supervisor or Associate Dispatcher Differential**

(a) Associate Supervisor:

(1) Dispatchers who have undergone training and are in the evaluation period shall receive two and a half percent (2.5%) above their base hourly rate for time worked during the evaluation shifts.

(2) Dispatchers who have completed the required training and have been assigned to work in an acting supervisory capacity shall receive five percent (5.0%) above their base hourly salary rate for all time worked in the acting capacity.

(b) Associate Dispatcher:

(1) Call-Takers who have undergone training and are in the evaluation period shall receive two and half percent (2.5%) above their base hourly rate for time worked during the evaluation shifts.

(2) Call-Takers who have completed the required training and have been assigned to work in an acting dispatcher capacity shall receive five percent (5.0%) above their base hourly salary rate for all time worked in the acting capacity.

**Section 4: Weekend Differential**

Effective the pay period following Administrative Committee approval, employees who due to staffing requirements are held over or required to report for unscheduled weekend shifts shall receive a differential of three dollars ($3.00) for hours worked during that time period (e.g. non-supervisory employees between 7:00 pm Friday until 7:00 am Monday, and Supervising Dispatchers between 6:00 p.m. Friday until 6:00 a.m. Monday). Shift trading in advance does not count for differential, however, “volunteering” same day as required shift does.

**Section 5: Longevity Differential**

CONFIRE has established a Longevity Differential for Unit employees as provided in the below chart. The longevity differential shall be paid above the base rate of pay, and eligibility shall be based on total hours of completed continuous service with the County/CONFIRE/District. Longevity pay shall be paid on all paid hours, up to an employee’s standard hours, and shall not be considered when determining the appropriate rate of pay

for a promotion or demotion.

| TOTAL COMPLETED CONTINUOUS SERVICE | COMPENSATION |
|---|---|
| 31,200 Continuous Service Hours (15 years) | 2.0% |

Effective the pay period following Administrative Committee approval, employees shall be eligible for longevity pay above the base rate of pay, as indicated below, based on total hours of completed continuous service with County/CONFIRE/District. Longevity pay shall be paid on all paid hours up to an employee's standard hours and shall be excluded when determining the appropriate rate of pay for a promotion or demotion.

| TOTAL COMPLETED CONTINUOUS SERVICE | COMPENSATION |
|---|---|
| 20,800 Continuous Service Hours (10 years) | 1.0% |
| 31,200 Continuous Service Hours (15 years) | 3.0% |

For purposes of longevity pay, a year of completed service is defined as 2,080 service hours with the County/CONFIRE/District.

## DIRECT DEPOSIT

As a condition of employment, all employees must make and maintain arrangements for the direct deposit of paychecks and reimbursements into the financial institution of their choice via electronic fund transfer. Employees who fail to make arrangements for direct deposit shall receive paychecks and/or expense reimbursements via pay card.

## DUAL APPOINTMENTS

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the CONFIRE Director to facilitate training, to make assignments to a position which is vacant due to an extended leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the same classification. The most recently hired dual appointee shall be notified in writing by the CONFIRE Director, or designee, and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, he/she shall be placed in a vacant position in the same classification in the department/group. If no position is available, the employee shall be laid off, in accordance with the Personnel Rules of the Board Governed Special Districts, provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the department/group; however, he/she shall be required to serve a probationary period unless waived by the CONFIRE Director. If the most recently appointed dual appointee held prior regular status in a lower classification in CONFIRE immediately preceding the dual appointment, he/she shall have the right to return to the former classification. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

## ELECTRONIC TIME SHEETS

Electronic Time Sheets should normally be completed and signed by the employee. Employees shall be provided a copy of any eTime Report whenever said report is submitted without the employee's signature. Payroll specialists who handle eTime Reporting shall make every effort to contact the employee regarding any correction to the time shown on said report and explain the reasons for the change before the report is submitted to the County's Auditor-Controller/Treasurer/Tax Collector's Office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing an amended Time and Labor Report. If time does not allow for this procedure because of the County's Auditor-Controller/Treasurer/Tax Collector's deadline, the payroll specialist shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

CONFIRE reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of an employee's electronic time sheet by the employee, the employee shall hold harmless CONFIRE for any delays in warrant processing.

## EMPLOYEE RIGHTS

The following are CONFIRE employee rights:

(a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

(b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with CONFIRE.

(c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the CONFIRE Director, or designee, supervisor, other employees, or employee organizations as a result of his/her exercise of rights granted in this Article.

(d) The right of Teamsters, upon its request and prior to implementation to discuss with CONFIRE Management any change in terms or conditions of employment which results in any impact on employees, except in emergencies.

## EXPENSE REIMBURSEMENT

**Section 1: General Provisions**

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of CONFIRE, except as may be otherwise provided in this Agreement.

**Section 2: Responsibilities**

It shall be the responsibility of the CONFIRE Director, or designee, to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the CONFIRE Director, or designee, to incur a business expense. Prior approval may be in the form of standing orders

issued by the CONFIRE Director, or designee.

**Section 3: Travel Authorization**

(a) All foreseeable travel requests must be submitted to the Fiscal Division four (4) weeks prior to travel. Out of state travel requests must be submitted six (6) weeks prior to travel.

(b) Travel outside the State of California must be approved by the Chief Executive Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office through a travel request.

(c) The CONFIRE Director, or designee, shall initiate Travel Requests. The County Administrative Office and Auditor-Controller/Treasurer/Tax Collector shall be notified in writing of all such designees.

(d) The CONFIRE Director, or designee, is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

**Section 4: Authorization for Attendance at Meetings**

(a) Appointing authorities may authorize attendance at meetings at CONFIRE expense when the program material is directly related to an important phase of CONFIRE service and holds promise of benefit to CONFIRE as a result of such attendance.

(b) Authorization for attendance at meetings without expense reimbursement, but on CONFIRE time, may be granted when the employee is engaged on CONFIRE's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to CONFIRE.

**Section 5: Records and Reimbursements**

(a) Request for expense reimbursement should be submitted once each month and within one year of the date that expense was incurred.

(b) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:

(1) Subsistence, except as otherwise provided in this article.

(2) Private mileage (e.g., mileage to airport).

(3) Telephone and other communication-related charges including WI-FI and internet access if needed to conduct CONFIRE business.

(4) Other authorized expenses of less than one dollar ($1.00).

(c) Claims for expense reimbursement totaling less than one dollar ($1.00) in any fiscal year shall not be paid.

(d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, alcoholic beverages, etc.

(e) Except as otherwise provided in this article, expense reimbursements shall be made on an actual cost basis.

(f) If receipt is unavailable, the employee may submit a signed statement with an explanation of expenses (i.e., itemized list of expenses with location date, dollar amount, and reason for expenses) and an explanation as to why the receipt is unavailable.

(g) Expense reimbursement shall be made via electronic fund transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

**Section 6: Transportation Modes**

(a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to CONFIRE. Where an employee is given the choice between several means of travel (e.g., use of County vehicle vs. own personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a CONFIRE vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount the County would have paid for the flight.

(b) Travel Via Private Automobile.

(1) Reimbursement for use of privately owned automobiles to conduct CONFIRE business shall be at the IRS allowable rate at the time the mileage was incurred. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation related costs. CONFIRE does not provide any insurance for private automobiles used on CONFIRE business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on CONFIRE business.

(2) When employees, traveling on official CONFIRE business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be equal to the actual mileage from the residence or the mileage computed from the assigned work location, whichever is less. Similarly, if the employee departs from the last work contact point directly to the residence, only such mileage shall be allowed as the lesser distance between it and the assigned work location.

(c) Travel Via Rental Vehicles.

Reimbursement will be provided for the cost of a rental vehicle for business purposes if a CONFIRE supervisor/manager approves such use. Rental vehicles should be rented under Consolidated Fire Agency's name. Employee should elect to purchase the insurance provided by the rental agency. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

(d) Travel Via Ride-Share Service Taxi or Public/Mass Transit.

Reimbursement will be provided for the cost of using a ride-share service, (e.g., Uber or Lyft) taxi, or public/mass transit (e.g., bus streetcar, and ferry) if such expenses are incurred for CONFIRE business and

approved by the Director of CONFIRE.

(e) Travel Via Air.

When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges.

(f) Incidental Travel Expenses.

Reimbursement will be provided for the cost of incidental travel expenses such as bridge tolls, road tolls and parking fees if such expenses are incurred as part of CONFIRE business and approved by the Director of CONFIRE. Valet parking will not be reimbursed unless self-parking is not available, or security is a concern.

**Section 7: Meals and Lodging**

(a) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the CONFIRE Director, or designee, as necessary for the purpose of conducting CONFIRE business. Meal and lodging selections should represent a reasonable cost to CONFIRE and be generally consistent with the rates established by the General Services Administration (GSA). Excess charges for meals and lodging greater than the amounts listed below in paragraphs (b) may be authorized under special conditions, such as a convention or conference requirement (e.g., lodging at the hotel where the conference is held) or if CONFIRE business requires lodging and meals in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees may be reimbursed for expenses in high cost areas for the actual cost incurred, but generally not to exceed the per diem amounts established by the GSA for that area and month. Receipts are mandatory to obtain reimbursement for all lodging expenses and, except as provided below, for all meal expenses claimed.

(b) An employee may be reimbursed for lodging expenses at actual cost, generally not to exceed the standard lodging per diem rate established by the GSA, except as otherwise provided in Section 7 paragraph (a) of this Article.

(c) Where the cost of a meal is included as part of a registration charge for an event (e.g., lunch at a conference or training seminar), an employee may not claim reimbursement for that meal.

(d) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, CONFIRE shall make every effort to provide meals.

**Section 8: Credit Cards**

The CONFIRE Director may issue a CONFIRE credit card to an employee and require business expenses be paid with said card. Further, CONFIRE may require that meal and lodging expenses be limited to the maximum amounts listed in Section 7, paragraphs (b) and (c) above. If unauthorized charges are placed on the card, the employee shall be required to reimburse CONFIRE. If the employee fails to reimburse CONFIRE within fifteen (15) calendar days or prior to separation from CONFIRE service, the Auditor-Controller/Treasurer/Tax Collector's Office may recover any unauthorized charges from the employee's pay.

**Section 9: Expense Advances**

Advancement of funds for business expenses can be obtained from the County's Auditor-Controller/Treasurer/Tax Collector's Office through submission of the appropriate form. Advancement shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is twenty-five dollars ($25.00).

## FLEXIBLE SPENDING ACCOUNT

The purpose of the Section 125 Medical Expense Reimbursement Flexible Spending Account (FSA) is to permit eligible employees to make an election to pay for qualifying medical care expenses, as determined by Section 213 of the Internal Revenue Code of 1986 (IRC), on a pre-tax basis by salary reduction in accordance with Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto. FSA shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. FSA exclusions from gross income do not affect compensation for retirement purposes.

FSA will be administered by the County Human Resources Department Employee Benefits and Services Division, consistent with said IRC Sections and the County's Plan Document.

(a) To be eligible for this benefit, an employee must be in a regular position.

(b) Enrollment in the Plan for current employees is limited to the annual open enrollment period or no later than sixty (60) days following the date of eligibility due to a mid-year Change in Status event.

(c) Eligible employees may contribute, on a pre-tax basis, to a Flexible Spending Account each biweekly pay period up to the established amount pursuant to the IRC's annual maximum. An employee's election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document.

Employees who select the Blue Shield Access + HMO Plan or the Kaiser Choice HMO Plan and elect to enroll in the Flexible Spending Account shall be eligible for up to a $10.00 per pay period match (up to $260 on an annual basis) to the Flexible Spending Account, to be credited on a quarterly basis.

(d) Any unused amounts remaining in an employee's account at the end of the Plan year must be forfeited except as permitted by the IRC and the County's Medical Expense Reimbursement Plan Document. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

## FULL UNDERSTANDING, MODIFICATION, AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore constitute the complete and total contract between CONFIRE and Teamsters with respect to wages, hours, and other terms and conditions of employment. Any terms, conditions or benefits presently enjoyed which are not in nor specifically changed by this Agreement shall-remain in full force and effect pursuant to the Article "Term". Upon negotiation

of a successor Agreement all terms, conditions and benefits of employment shall be incorporated into the new Agreement. Therefore, CONFIRE and Teamsters, for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. This section shall not act as a waiver of any reserved CONFIRE management rights or act as a waiver of Teamsters right to bargain the impact of the CONFIRE's exercise of its management's rights.

## GRIEVANCE PROCEDURE

**Section 1: Purpose**

CONFIRE and Teamsters fully recognize the importance of a viable Grievance Procedure to aid in the resolution of disputes among employees, supervisors, and management. It is recognized that conditions may arise which can create employee dissatisfaction, and that to maintain high employee morale and harmonious relations, an orderly method of processing grievances is necessary. This procedure is intended to establish a systematic means for processing grievances and for obtaining answers and decisions regarding employee complaints. This procedure is not intended to be used to effect changes in the terms of this Agreement or those matters not covered by this Agreement. The Board of CONFIRE Board of Directors and Teamsters have pledged that their representatives at all levels will extend active, aggressive and continuing efforts to secure prompt disposition of grievances. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a CONFIRE employee.

**Section 2: Definition of a Grievance**

A grievance is a disagreement between CONFIRE management and by an employee, group of employees, or Teamsters concerning the interpretation, application, or alleged violation of a specific article(s) of this Agreement. Teamsters may not independently submit or process a formal grievance, unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision. Group grievances are defined as, and limited to, those grievances that allege more than one (1) employee suffered harm under similar facts and circumstances within the grievance filing period. Group grievances shall name all harmed employees and /or classifications and identify the departments and/or work location of such employees. Where a group grievance is filed, one (1) employee in the group shall be selected by Teamsters to process the grievance. A grievant shall be entitled to Teamsters representation at any step under the Grievance Procedure.

**Section 3: Jurisdiction**

The Human Resources Director, CONFIRE, or designee in consultation with the County Labor Relations Chief, shall have the sole authority within the CONFIRE structure to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority within CONFIRE structure to adjudicate all grievances, as defined or otherwise provided herein.

The arbitrator holds no jurisdiction over a grievance where the remedy has been granted or otherwise provided.

**Section 4: Exclusions**

All matters are excluded from this procedure, which deal with the "Non-Discrimination" Article; the Management Rights" Article; the project compensation provisions of the, "Temporary Performance of Higher

Level Duties" Article; federal or state statutes, or rules or regulations; which are excluded by an express provision of this Agreement.

The appeal processes that include the Classification Appeal Process and the Memoranda of Understanding grievance adjudicatory process are mutually exclusive remedy bodies. There shall be no double or multiple requests or appeals for a same case/same set of circumstances where one adjudicatory body has rendered a decision on the same. Decision is to be interpreted as excluding a situation where an adjudicatory body has determined it has no jurisdiction in the matter.

Except as otherwise provided by this Agreement or state or federal statute, this Grievance Procedure shall be the sole and exclusive procedure for seeking recourse on the grievance, as defined in Section 2 of this Article.

Any grievance will be terminated once an EEO compliant is filed on the issue being grieved.

**Section 5: Representation**

Aggrieved employee(s) may represent themselves, or may be represented by an authorized Teamsters employee representative. This representation may commence at any step in the Grievance Procedure. A representative of Human Resources may be in attendance at any step in the Grievance Procedure. CONFIRE agrees, within reasonable limits, to compensate the aggrieved employee(s) for time spent during regularly scheduled hours in handling of real and prospective grievances.

**Section 6: Consolidation of Grievances**

In order to avoid the necessity of processing numerous similar grievances at one time, similar grievances shall be consolidated whenever possible.

**Section 7: Time Limitations and Notification**

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties in writing. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. For purposes of this Grievance Procedure, notification to a party may be given either by hand delivery , by U.S. Priority Mail, by facsimile, or via e-mail.

The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified. A grievance may be entertained or advanced to any step beyond Step 2, if the parties jointly so agree. A copy of such agreement bearing the signature of the parties shall be filed with Human Resources.

When notice is mailed to an employee, it shall be sent to the employee's current address on record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control.

**Section 8: Steps in the Grievance Procedure**

The procedures outlined herein constitute the steps necessary to resolve an employee's grievance. The attempt

of settlement of grievances filed on behalf of an individual employee(s) at the employee-supervisory level is required. The grievance must be submitted within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance.

Step 1 – Immediate Supervisor. Initially, the employee having a grievance shall, on a personal face-to-face basis, discuss the complaint with the immediate supervisor. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within three (3) working days the immediate supervisor shall give the decision to the employee orally. If immediate supervisor is not available, next in command should be notified. The employee shall notify the immediate supervisor if the employee advances the grievance to the next step.

Step 2 – Human Resources. If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms supplied by Human Resources which shall provide a detailed statement of the grievance, including dates, names, and places, applicable Agreement articles, and the specific remedy or action requested. The written grievance shall be filed with Human Resources within five (5) working days of oral notification of the immediate supervisor's decision. Human Resources shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with Teamsters. In making such determination, Human Resources shall determine if: (1) the grievance has been filed in a timely manner; (2) the initial step has been followed; (3) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated; and (4) the matter complained of in the grievance is covered by a specific provision of the MOU (unless the grievance is submitted pursuant to Section 9(b) of this Article). The determination and notification to the grievant and Teamsters will be made within five (5) working days of receipt of the grievance. Teamsters may appeal this determination directly to an arbitrator in accordance with the provision of this procedure within five (5) working days following notification by Human Resources.

If objection is made to the procedural and/or substantive grievability of a grievance at this step or any other step of the Grievance Procedure, the parties may mutually agree to continue processing the grievance on the merits. However, it is expressly agreed that such objections to the procedural and/or substantive grievability of a grievance are preserved in any arbitration hearing and that no waiver will result from the subsequent processing and discussion of the grievance on the merits.

Step 3 – CONFIRE Director Level. If the grievance is accepted, or the parties agree to hold in abeyance any objections to the procedural and/or substantive grievability of the grievance the grievant shall submit the written grievance to the CONFIRE Director within five (5) working days of the notification of Human Resources' determination. The CONFIRE Director shall meet with the grievant personally or telephonically within a reasonable period of time, not to exceed twenty (20) working days of receipt of the written grievance from the employee.

Within fourteen (14) working days of the meeting, the CONFIRE Director shall give a written decision to the employee. If the employee is not satisfied with the decision of the CONFIRE Director, the employee may proceed to the next step.

Step 4 – Employee Relations Division. If a mutually acceptable solution has not been reached, Teamsters or the grievant shall submit the written grievance to Human Resources within five (5) working days of the receipt of written response of the CONFIRE Director.

Following a review of the grievance with the appointing authority, the Director of Human Resources or designee, in consultation with the County Labor Relations Chief, shall have full and final authority on behalf of CONFIRE to mutually resolve the grievance with the employee/employee's representative within ten (10) working days of receipt of the written grievance of the employee. Such notification shall be rendered in writing to the grievant, Teamsters and the appointing authority.

Step 5 – Pre-Arbitration Process. If a grievance has not been satisfactorily resolved at Step 4, a written appeal to arbitration must be filed with Human Resources by Teamsters within five (5) working days of notification of the decision by the Director of Human Resource. At the same time and upon mutual agreement of the parties, the grievance may advance to mediation in accordance with Step 7 of this Article, while concurrently seeking an arbitrator. The appeal must be presented on the aforementioned grievance form along with a copy of any pertinent documents and must state that a resolution of the issue was unattainable through procedures through Step 4 and a formal hearing is now requested.

Grievances shall only be advanced to arbitration with the agreement of Teamsters. The cost for hearing all grievances advanced to arbitration shall be split equally between CONFIRE and Teamsters, including any cancellation fee if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee.

Pre-arbitration conferences are to be mandatory and no grievances shall be forwarded to the arbitration process without the same. Within twenty (20) working days of the approval to advance a grievance to arbitration, both parties are required to meet in such conference with the goal of resolving mutually identified grievance issues. If resolution is not attained, both parties are obligated at that time to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process.

Step 6 – Arbitration. Human Resources and the Teamsters employee representative shall select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the California State Mediation and Conciliation Service and/or the American Arbitration Association (AAA), and mutually select an arbitrator within ten (10) working days of receipt of said list. Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall be based on a coin flip. If the last remaining person on the list is not available, the previously stricken person(s) shall be contacted in reverse order until one is available. The parties shall contact the arbitrator to establish a hearing date acceptable to both parties. In reaching a decision and award, the arbitrator shall limit themselves to the allegations contained in the grievance presented in relation to the express provisions of the agreement alleged to have been violated. Further, the arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this agreement. Lastly, the arbitrator shall not substitute their judgment for that of CONFIRE on matters pertaining to the exercise of managerial discretion except where it can be shown by Teamsters that CONFIRE abused its discretion. If the arbitrability of the grievance is in dispute, the arbitrator shall render a decision on the arbitrability of the dispute prior to hearing the merits of the grievance.

(a) The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require CONFIRE or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require CONFIRE to take whatever action is necessary, within the control of CONFIRE, to remedy the grievance or take other action to relieve the loss, if any, to the employee. Under no conditions can the arbitrator order relief that exceeds the relief

requested by the grievant and shall be limited to making the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, they shall limit any retroactive award, including interest, to a date that is no earlier than fifteen (15) working days from the date the grievance was filed in writing.

(b) The arbitrator's decision shall be transmitted to Human Resources and Teamsters with a copy to the grievant.

(c) All grievances shall be treated as confidential, and no publicity will be provided until the final resolution of the grievance is determined.

(d) The decision by the arbitrator shall be final and binding on all parties unless appealed or there is a financial impact greater than one thousand dollars ($1,000.00), in which case it shall be subject to approval of the CONFIRE Board of Directors.

(e) For grievance decisions with financial impact of greater than one thousand dollars ($1,000.00), Human Resources will submit the grievance decision to the next practicable meeting of the CONFIRE Board of Directors. If the CONFIRE Board of Directors fails to act within thirty (30) days following receipt of formal notice of the decision of the arbitrator, it shall become final and binding. A copy of the decision shall be filed with Human Resources , Teamsters and the grievant.

(f) CONFIRE will submit a request for payment to the Auditor-Controller/Treasurer/Tax Collector within five (5) working days of the CONFIRE Board of Directors' decision.

**Section 9: Mediation**

Prior to Step 5 – Pre-Arbitration. The parties (Director of Human Resources or designee, and Teamsters Local 1932) may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. The mediation process described in this Section may be invoked only by the two (2) parties identified herein and is expressly an exception to the language contained in Section 5 of this Article.

The parameters of the mediation process, where mutual resolution of the grievance or disciplinary appeal sought, are as follows:

(a) The parties (Director of Human Resources or designee, and Teamsters shall exchange in writing the agreement to refer a specific grievance or disciplinary appeal to mediation.

(b) The grievant shall have the right to be present, represented by Teamsters as the sole, exclusive bargaining agent.

(c) The grievant shall have Teamsters as the singular spokesperson and CONFIRE will have a representative from Human Resources.

(d) Any written material submitted to the mediator shall be returned to the party providing the material at the conclusion of the mediation meeting.

(e) The mediation process shall be as follows:

(1) The mediation meeting shall be an informal process, limited to a one (1) hour presentation for each side,

not restricted to the rules of evidence, and no retention of a proceedings record.

(2) The mediator will meet jointly with the parties and separately, if necessary.

(3) The mediator has no authority to compel resolution of the matter mediated.

(4) The oral advisory opinion of the mediator shall be given at the conclusion of the meeting and the parties may opt to agree in writing to the opinion, reject the same mutually or singularly and proceed to the next step of the usual process, or remove the matter from the process by mutual agreement.

(5) The advisory opinion accepted in writing by the two (2) parties does not constitute a precedent and is not admissible as evidence in any future process governed by this Agreement.

(f) Where possible, the parties shall utilize the mediation services provided by the California State Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between CONFIRE and Teamsters.

(g) The post-mediation process is restricted by the following:

(1) No person serving in the capacity as a mediator may serve as the hearing officer/arbitrator for the same case should the same be forwarded to arbitration.

(2) No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same.

(h) This procedure may be modified by mutual agreement of both parties.

**Section 10: Health and Safety Grievances**

(a) When an employee and Teamsters reasonably believe that an employee or employees are being required to work in an unsafe environment, the supervisor shall be notified during the shift in which the alleged violation is discovered. The supervisor will notify the CONFIRE Director and Safety Officer immediately and investigate the situation.

The supervisor shall direct the employee to temporarily perform other tasks until such time as the situation is deemed safe by the Safety Officer.

(b) If Teamsters and the affected employee(s) still believe the unsafe condition exists, Teamsters and the affected employee(s) may exercise their rights under Section 8 of the grievance procedure. For Health and Safety grievances, the immediate supervisor must respond to Teamsters and the affected employee(s) within one (1) working day of filing the informal grievance. If Teamsters and the affected employee(s) are not satisfied with the decision of the immediate supervisor, a formal grievance shall be filed in accordance with Step 1, Section 8: Steps in the Grievance Procedure of the “Grievance Procedure” Article. The CONFIRE Director shall respond to Teamsters and the affected employee(s) within three working days.

# HEALTHCARE TRUST

**Section 1: General Provisions**

(a) Teamsters has established a healthcare trust (the "Trust") that offers medical coverage compliant with Internal Revenue Code (Code) section 4980H and the Affordable Care Act (ACA), dental coverage, and vision care coverage for active employees covered by the Bargaining Unit (the "Bargaining Unit") of this MOU, who are members of Teamsters. Active employee is defined as an employee who has not terminated employment from CONFIRE including those on paid status and on approved unpaid leave of absence.

(b)

(1) Newly Hired Teamsters Member: Newly hired active Bargaining Unit employees who are members of Teamsters may choose to participate in medical and prescription drug coverage, dental coverage, and vision coverage offered by either CONFIRE or by Teamsters through the Trust. Teamsters members who select the Trust shall obtain medical, dental, and vision coverage through the plan(s) offered by the Teamsters Healthcare Trust.

The default medical enrollment for a newly hired Teamsters member who fails to select a medical plan upon hire shall be offered a plan through the Teamsters trust. Employees returning from a leave of absence who prior to their leave of absence select a Teamsters trust plan will continue to participate in the same plan in which they were previously enrolled.

(2) Newly Hired Non-Teamsters Member: Newly hired active Bargaining Unit employees who are not members of Teamsters and do not opt out or waive coverage shall participate in the medical and prescription drug coverage, dental coverage, and vision care coverage offered by CONFIRE.

(3) Current CONFIRE Employees Hired into a Teamsters Bargaining Unit and Teamsters Bargaining Unit Employees Returning from a Leave of Absence: Employees shall become eligible for coverage under the Trust as a result of moving from a bargaining unit not covered by the Trust to Bargaining Unit covered by the Trust and becoming a member of Teamsters (i.e. an IRS qualifying life event). Once eligible, members of Teamsters will have the option to select either a CONFIRE-sponsored plan or a Trust-sponsored plan. CONFIRE shall notify the Teamsters as soon as possible upon an employee promoting or demoting into a bargaining unit represented by Teamsters.

(c) Employees who are already enrolled in a plan at open enrollment, or who are opting-out/waiving, and who do not make a plan selection at open enrollment will maintain the plan they selected prior to the open enrollment, or be maintained as an opt-out/waive, as applicable.

(d) Employees shall become ineligible for coverage under the Trust as a result of moving into a bargaining unit not covered by the Trust (i.e., an IRS qualifying life event under the County's Section 125 Plan).

(e) If the Board of Directors is legally required to approve certain Trust–related items prior to implementation, it shall do so as soon as practicable. However, CONFIRE cannot prevent the Trustees of the Trust from taking any actions the Trustees reasonably believe is in the best interest of the beneficiaries of the Trust unless inconsistent with applicable law, this Article or the Medical, Dental, and Vision Coverage article in this MOU.

(f) The parties will periodically review how the administration of the Trust is working, as necessary. The Trust shall establish a liaison between County HR Benefits and the Trust Administrator to address such concerns.

(g) CONFIRE reserves the right to discontinue the side-by-side health insurance coverage should an independent audit of the trust show serious deficiencies or compliance issues as determined by CONFIRE. CONFIRE will identify its concerns in writing and provide 120 days' notice that it will discontinue the Trust if the Trust is unable to remedy the serious compliance issues within 90-days of the Trust's receipt CONFIRE's notice of deficiency.

(h) CONFIRE shall have the ability to review Trust audit results and/or independently conduct its own audit of the Trust, including its operations, compliance, experience, utilization, rate setting documentation and supporting data, loss ratios, expenses, transactions, and financial results as they pertain to the Trust plan.

(i) CONFIRE shall have the ability to meet with Teamsters, the Trustees, Trust Counsel, or the Trust Administrator, as applicable, to discuss any concerns it has with the Trust.

(j) The Trust may not terminate its medical, dental, and vision coverage during the term of this Agreement. If the Trust or the health provider terminates medical, dental, or vision plan coverage, CONFIRE will terminate its contribution for the applicable benefit 30 days prior to plan termination unless the Trust provides a suitable replacement plan such that employees are covered until coverage terminates. CONFIRE must be notified at least 120 days prior to coverage termination.

(k) The Trust agrees to maintain insurance coverages and shall name CONFIRE as an additional insured on the Policy and shall defend, indemnify, defend (with counsel reasonably approved by CONFIRE) and hold harmless CONFIRE and its authorized officers, employees, and agents, harmless from any claims, loss, liability, cause of action or administrative proceeding, or legal action arising out of, or in any way related to, the Trust and/or the healthcare plans administered and/or provided pursuant to this Agreement.

(l) The Trust shall cooperate with CONFIRE and provide all necessary information to CONFIRE within agreed upon or established timelines as set forth in the MOU, plan documents, applicable law, or pursuant to CONFIRE's request in order for CONFIRE to fulfill its compliance and regulatory obligations. To the extent allowed by applicable law, Trust shall be responsible for paying any penalties caused by its failure to comply with Trust reporting and compliance requirements. To the extent the Trust is not permitted under applicable law to fund such penalties, Teamsters shall take reasonable steps to seek reimbursement to the Trust from any vendors engaged by the Trust that may be responsible for failure to meet reporting and compliance requirements.

(m) CONFIRE will transmit eligibility files and contributions to the Trust on a bi-weekly basis for the purpose of plan administration for employees. Likewise, the Trust will provide CONFIRE on a bi-weekly basis employees' plan elections (e.g., Employee Only, Employee + 1, or Employee + 2 or more). The Trust will be responsible for reconciling any billing discrepancies with their healthcare carrier plans.

(n) All costs of providing and administering healthcare plans shall be the sole responsibility of the Trust; provided, however, CONFIRE and Teamsters can discuss how part of the agreed-to medical subsidy can be allocated to Trust expenses, administrative costs, and/or reserves. CONFIRE shall not be responsible for any cost of providing or administering said plans in excess of the amounts specified in this Agreement.

(o) CONFIRE shall continue to take deductions from employees' earnings in accordance with the Section 125 Plan of the Internal Revenue Code (IRS). In addition, CONFIRE shall deduct the following amounts per participating employee from the transfer of premiums on a bi-weekly basis for ongoing administrative costs:

| Plan Enrollment in Trust | Per Enrolled Employee Per Pay Period |
|---|---|
| Medical | $0.70 |
| Dental | $0.50 |

| | |
|---|---|
| Vision | $0.10 |

(p) Nothing in this article shall prevent the Trust from offering supplemental life, vision, and/or dental benefits to employees, the cost of which shall not be paid by CONFIRE.

(q) Teamsters shall be responsible for the Trust and the Third-Party Administrator of the Trust's plans complying with all provisions of this Article, and any other applicable agreements related to the Trust.

**Section 2: Eligibility and Enrollment**

(a) Beginning November 2025, medical, dental, and vision plans provided through the healthcare benefit trust fund shall be made available by the Trust to all active employees in regular positions in the Bargaining Unit who are members of Teamsters.

(b) The open enrollment period and plan year period for the Trust shall coincide with CONFIRE's open enrollment and plan year period. The Trust shall work closely with CONFIRE in preparation for CONFIRE's plan year and production of open enrollment materials. The parties agree that both CONFIRE and Teamsters may educate employees regarding the union's Trust and CONFIRE medical plan options. Additionally, Bargaining Unit members who are members of Teamsters may only change from a CONFIRE plan to a Trust plan or vice versa during open enrollment or certain IRS qualifying life events. Employees must sign and provide to CONFIRE a written authorization for deductions via paper and/or electronic signature.

(c) Employees shall become eligible for coverage under the Trust as a result of moving from a bargaining unit not covered by the Trust to the Bargaining Unit covered by the Trust and becoming a member of Teamsters (i.e., an IRS qualifying life event). Once eligible, members of Teamsters will have the option to select either a CONFIRE-sponsored plan or a Trust-sponsored plan, Employees entering the Unit from another Unit who are already enrolled in a CONFIRE-sponsored plan and who do not make a plan selection upon entering the Teamsters Unit will maintain the plan they selected prior to entering the Unit.

(d) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in either a CONFIRE-sponsored medical/dental plan or a Teamster-sponsored medical/dental plan, unless the employee opts out or waives medical/dental insurance pursuant to the requirements of Section 2 of the Medical, Dental, and Vision Coverage article.

**Section 3: Healthcare Benefit Trust Fund**

(a) The Trust shall maintain a healthcare benefit trust fund for the sole purpose of providing medical, dental, and vision plans alongside CONFIRE-sponsored medical, dental, and vision plans for employees in the Bargaining Unit. Funds in said healthcare benefit trust shall not be co-mingled with other Union funds. The Trust shall be structured so that earnings in the Trust will be tax-exempt and benefits to employees will be tax-free to the extent possible under the tax rules. If the Trust is structured as a VEBA, a determination of its tax-exempt status shall be obtained from the IRS. If the Trust is structured as a Code section 115 Trust or in some other manner, an opinion from the IRS or from tax counsel competent in the employee benefits area of tax law shall be obtained that the structure reasonably may be treated as tax-exempt.

(b) The healthcare benefit trust fund shall be administered by healthcare benefit Trustee(s) who shall serve in a legally recognized fiduciary capacity. The Trust shall maintain fiduciary liability insurance coverage for Trustees. CONFIRE may request to be listed as an additional insured on an endorsement of Zenith American Solution's (or any other administrator's) errors and omission policy.

(c) For any Bargaining Unit employees who elect to participate in the Trust, CONFIRE shall contribute to a healthcare benefit trust fund the amounts specified in the Medical, Dental, and Vision Coverage article for the sole purpose of offsetting

employees' cost of medical and/or dental plan premiums and employee-only vision care premiums. In no case shall the contribution to the healthcare benefit trust fund exceed the cost of the medical, dental, and vision premiums for coverage selected through the Trust; provided, however, CONFIRE and Teamsters can discuss how part of the agreed-to subsidy(s) can be allocated to Trust expenses, administrative costs, and/or reserves, (i.e. parties to meet and confer if Teamsters does not intend to apply all of CONFIRE's contributions to offset the cost of medical, dental, or vision).

(d) If the Trust or the health provider terminates medical, dental, or vision plan coverage, CONFIRE will terminate its contribution for the applicable benefit 30 days prior to plan termination unless the Trust provides a suitable replacement plan such that employees are covered until plan terminates.

(e) The Trust will be responsible for all accounting practices relating to the disbursement of all trust funds. Accounting practices will be in accordance with industry standards for trust fiduciaries, including the prompt payment of any premiums due to health plan providers. To the extent that CONFIRE may be required to obtain information from the Trust for purposes of completing its annual financial statements, the Trust will cooperate in providing necessary information.

(f) The Trust will be responsible for all policies relating to the investment of trust funds, including reserves. Investment practices will be in accordance with industry fiduciary standards and best practices. The parties agree that pursuant to Section 5(d) of this article, they shall meet and confer to discuss the investment policy statement.

(g) The parties agree that CONFIRE, to include its officers, employees, or agents, shall have no responsibility or liability for the accounting decisions and practices of the Trust or for the investment decisions related to trust funds (including reserves).

**Section 4: Compliance with Law**

(a) The Trust shall comply with all laws applicable to medical, dental, and vision plans and/or healthcare trust funds and the administration and management thereof.

(b) In the administration and provision of medical, dental, and/or vision plans, the Trust shall comply with COBRA, HIPAA, ACA, and all other applicable state and federal laws and regulations to the same extent CONFIRE would be required to comply. CONFIRE and Trust will work together to ensure compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Trust's plan(s) shall accept retroactive enrollments and corrections (COBRA and Active) within 120 days.

(c) Teamsters shall defend (with counsel reasonably approved by CONFIRE), indemnify and hold harmless CONFIRE and its officers, employees, and agents, including CONFIRE's designated trustees, from any claim, loss, liability, cause of action or administrative proceeding arising out of this Article or from any and all decisions and actions made by the Trust, the Trustees and Teamsters in relation to the Trust.

**Section 5: Meet and Confer Provisions**

(a) At the request of CONFIRE, the parties will meet and confer on any Trust-related issues as necessary. The parties shall meet and confer on any substantial changes in plan design, insurers, or other vendors to the Teamsters-sponsored healthcare plans or the Trust structure (e.g., a change in stop loss carrier or policy provisions, a change in Trust governance or the personnel involved in governance, the adoption or modification of charter documents, etc.).

(b) Current retirees are not eligible to participate in the Trust. Teamsters shall meet and confer with CONFIRE prior to permitting new retirees (i.e., those who retire after establishment of the Trust) to participate in the Trust and, if agreed to by the parties, the Trust shall establish different (i.e., non-blended) plans and premium rates for active employees and retirees.

(c) If the Teamsters proposes to implement a self-insured medical, dental, and/or vision plan, parties agree to meet and confer prior to the implementation.

(d) CONFIRE and Teamsters shall meet and confer prior to the issuance of an investment policy statement relating to the investment of trust funds, including reserves.

Upon the request of Teamsters, CONFIRE agrees to meet and confer with Teamsters, subject to the requirements of the Meyers-Milias-Brown Act and any applicable laws, to discuss any proposed modification for participation/funding/eligibility in CONFIRE's RMT or participation/funding/eligibility of any agreed-upon retiree health component of the Teamsters-sponsored Healthcare Trust.

**Section 6: Retiree Component of Teamsters Healthcare Trust**

(a) Establishment. The parties have completed the agreed-upon meet and confer provisions pursuant to Section 5 of the Healthcare Trust article of this MOU and have mutually agreed that Teamsters shall take appropriate steps to establish a retiree health component ("Retiree Trust") under the existing Teamsters Health and Welfare Trust Agreement ("Trust Agreement"). The Trust Agreement is a Teamsters-sponsored trust that constitutes a voluntary employees' beneficiary association (VEBA) under section 501(c)(9) of the Internal Revenue Code. The Retiree Trust will provide eligible retirees of a Teamsters-represented bargaining unit without regard to union membership with certain healthcare benefits, the terms of which are summarized in paragraph (b) below.

(b) Retiree Trust. Teamsters acknowledges that (i) CONFIRE is not a party to any part of the Trust Agreement, including but not limited to the Retiree Trust, (ii) CONFIRE is not subject to the terms of the Trust Agreement or any union welfare benefit plan or other arrangement funded by the Trust Agreement, and CONFIRE has no responsibility or authority whatsoever for providing or overseeing any benefits provided under the Trust Agreement or any such plan or arrangement, (iii) the preceding statements will continue to apply on and after CONFIRE's adoption of and expiration of this Section 6, and (iv) CONFIRE's sole obligation under this Section 6 is to distribute employee contributions to the Retiree Trust in accordance with paragraph (c) below.

Subject to the preceding paragraph, certain features of the Retiree Trust under the Trust Agreement are summarized below. Teamsters agrees that if at any time the provisions summarized below differ from or are inconsistent with the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust), or if the Trust Agreement's VEBA status is at issue or under investigation by any federal or state enforcement authority, Teamsters shall notify CONFIRE in writing as soon as administratively practicable but no later than fourteen (14) days from the effective date of any of the issues described above. In addition, Teamsters agrees to provide advance written notice to CONFIRE regarding any changes to the Retiree Trust's terms, including but not limited to any significant change affecting benefits funded by the Retiree Trust.

(1) Benefits. The assets of the Retiree Trust are dedicated to providing retiree healthcare benefits to eligible retirees and paying the administrative expenses incurred by the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust). The benefits will meet the definition of coverage under section 106 of the Internal Revenue Code. In accordance with section 106, the benefits may be in the form of reimbursement of eligible healthcare expenses ("Retiree Subsidy") or retiree healthcare coverage. Furthermore, the benefits will conform to the following provisions:

(i) Should the Retiree Trust offer coverage to retirees under a direct contract with an insurer(s) or provide self-funded retiree healthcare coverage, eligible retirees are not required to enroll in healthcare coverage through the Retiree Trust in order to be eligible for the Retiree Subsidy (e.g., retirees enrolling in coverage through the individual marketplace, retirees living outside service area).

(ii) The amount of the Retiree Subsidy will be determined annually and will be a fixed dollar amount (i.e., not a percentage of premium). The amount of the Retiree Subsidy shall be based on available funding and may vary

(increase or decrease) from year to year. As such, there will be no guarantee of any fixed subsidy amount or any guarantee that a certain percentage of premium costs shall be paid.

(iii) For purposes of establishing premium rates for any health insurance coverage provided under the Retiree Trust, should the Retiree Trust offer coverage to retirees under a direct contract with an insurer(s) or provide self-funded retiree healthcare coverage, the Retiree Trust will not blend active employees and retirees to determine a single premium rate for the combined group of active employees and retirees. The retiree population will be rated separately from active employees to determine the healthcare insurance premium rates for eligible retirees. As such, active employees will not implicitly subsidize the premiums of retirees.

(2) Eligibility. Participation in the Retiree Trust, including eligibility for the Retiree Subsidy, will only be available to eligible retirees who retire (i.e., terminates and refrains from full time employment for wages or profit and is eligible to begin pension benefit payments from SBCERA) following the effective date of the Retiree Trust **AND** meet the following requirements:

Eligible retirees must have been (1) active CONFIRE employees in a Teamsters-represented bargaining unit immediately preceding their retirement (i.e., did not defer retirement) and contributed to the Retiree Trust OR (2) were active CONFIRE employees immediately preceding their retirement but not in a Teamsters-represented bargaining unit, provided they were previously in a Teamsters-represented unit for a minimum of 10 years and contributed to the Retiree Trust, OR (3) previously worked for CONFIRE in a Teamsters-represented bargaining unit for at least 20 years and deferred their retirement for a maximum deferral period of 2 years and contributed to the Retiree Trust. An eligible retiree is considered to have "contributed to the Retiree Trust" if they have contributed to the Retiree Trust as defined in section 6 (c) Employee Contributions.

Retirees will not be eligible for healthcare coverage under the Retiree Trust and will not be eligible for the Retiree Subsidy upon becoming eligible for Medicare. However, nothing is intended to preclude the Retiree Trust from providing supplemental coverage and/or a subsidy for Medicare-eligible employees in the future. Similarly, the Retiree Trust may also establish a subsidy for certain otherwise eligible retirees who were hired before March 31, 1986 and are not eligible for Medicare coverage. Any benefit improvements will be solely funded by the Retiree Trust.

Eligibility for this Retiree Trust for all individuals is ultimately governed by the Plan Rules of the Teamsters Health and Welfare Trust Retiree Plan and may differ from the rules in this MOU, for the complete Plan Rules individuals should contact the Retiree Trust.

(3) Expenses. Any fees or expenses associated with the Retiree Trust (or any welfare benefit plan or arrangement funded by the Retiree Trust) will be paid by the Retiree Trust.

(c) Employee Contributions.

(1) Effective the pay period following Administrative Committee approval as outlined in the Salary Adjustment Section 2, the deferred one-half percent (0.50%) equity increases of an employee's base rate of pay, shall be deducted on a bi-weekly pre-tax basis from the employee's pay warrant. CONFIRE shall transfer these mandatory employee contributions on a bi-weekly basis to the Retiree Trust. The employee contributions shall not increase or decrease based on the cost of healthcare premiums, amount of the Retiree Subsidy, or coverages offered by the plans in the Retiree Trust. Under no circumstance shall CONFIRE be obligated to deduct from an employee's pay warrant any amount greater than this fixed percentage of an employee's base rate of pay. "Wages" for purposes of this article shall be defined as all earnings (including Modified Benefit Option) minus any flat rate differentials.

(2) Effective February 21, 2026, Salary Adjustment Section 1(a), the deferred one percent (1.00%) across the board salary increases of an employee's base rate of pay, shall be deducted on a bi-weekly pre-tax basis from the

employee's pay warrant. CONFIRE shall transfer these mandatory employee contributions on a bi-weekly basis to the Retiree Trust. The employee contributions shall not increase or decrease based on the cost of healthcare premiums, amount of the Retiree Subsidy, or coverages offered by the plans in the Retiree Trust. Under no circumstance shall CONFIRE be obligated to deduct from an employee's pay warrant any amount greater than this fixed percentage of an employee's base rate of pay. "Wages" for purposes of this article shall be defined as all earnings (including Modified Benefit Option) minus any flat rate differentials.

(3) Effective February 20, 2027, Salary Adjustment Section 1(b), the deferred one-half percent (0.50%) across the board salary increases of an employee's base rate of pay, shall be deducted on a bi-weekly pre-tax basis from the employee's pay warrant. CONFIRE shall transfer these mandatory employee contributions on a bi-weekly basis to the Retiree Trust. The employee contributions shall not increase or decrease based on the cost of healthcare premiums, amount of the Retiree Subsidy, or coverages offered by the plans in the Retiree Trust. Under no circumstance shall CONFIRE be obligated to deduct from an employee's pay warrant any amount greater than this fixed percentage of an employee's base rate of pay. "Wages" for purposes of this article shall be defined as all earnings (including Modified Benefit Option) minus any flat rate differentials.

(d) Grievance. No aspect of the Trust Agreement, including but not limited to the Retiree Trust component or any benefit provided through or funded by the Trust Agreement or Retiree Trust component is subject to review through the Grievance Procedure.

(e) Applicability of Provisions of Prior Sections to Retiree Trust. It is expressly understood that the Retiree Trust is subject in the same manner as the sub-trust holding funds related to active members, including but not limited to the following provisions of the Healthcare Trust Article in this MOU: Sections 1(f); 1(g) and 1(i) in that the review of administration and the ability to audit the Healthcare Trust may include reviews of administration and audits of the Retiree Trust component separately and at different times from reviews of administration and audits of remainder of the Healthcare Trust; 1(j); 1(k) in that to the extent the Trustees determine to terminate the healthcare coverage for retirees, CONFIRE would be notified of such termination 120 days prior to the date of termination; 1(l) in that the insurance coverages maintained by the Healthcare Trust which names CONFIRE as an additional insured on the Policy shall cover the Retiree Trust portion of the Healthcare Trust and the Healthcare Trust shall defend, indemnify, defend (with counsel reasonably approved by CONFIRE) and hold harmless CONFIRE and its authorized officers, employees, and agents, harmless from any claims, loss, liability, cause of action or administrative proceeding, or legal action arising out of, or in any way related to, the Healthcare Trust, including the Retiree Trust component and/or the healthcare plans administered and/or provided under the Healthcare Trust, including benefits provided to retirees pursuant to this Section 6.; 1(l); 1(n); 1(q); 3(a) is understood to include the Retiree Trust that is being added pursuant to Amended Resolution No. 1 to the January 14, 2020, Trust Agreement for the Teamsters Health and Welfare Trust; 3(b); 3(e); 3(f); 3(g); 4(a); 4(b); 4(c) in that the Teamsters shall defend (with counsel reasonably approved by CONFIRE), indemnify and hold harmless CONFIRE and its officers, employees, and agents, including CONFIRE's designated trustees, from any claim, loss, liability, cause of action or administrative proceeding arising out of the terms of the Retiree Trust or from any and all decisions and actions made by the Retiree Trust, the Trustees and Teamsters in relation to the Retiree Trust portion of the Healthcare Trust ; 5(a); 5(c); and 5(d). CONFIRE further agrees that it will act diligently in its obligations to meet and confer under Section 5 of the agreement. Furthermore, nothing in Section 5 will preclude the Trustees from taking such actions as required by the Trustees' fiduciary obligations.

## IDENTIFICATION CARDS

CONFIRE will provide identification and/or access cards to all employees. Such cards will include the employee's name, photograph, employee number, and department. Employees shall carry such cards at all times while engaged in CONFIRE business and in connection with such business shall produce cards for inspection to any CONFIRE official. Employees shall surrender such cards upon separation from CONFIRE employment.

## IMPLEMENTATION

This Agreement constitutes a mutual agreement by all negotiating team members of the parties to be jointly submitted to the Board of Directors for approval. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until approved by the Board of Directors.

Any changes to this agreement which do not have specific effective dates, become effective the beginning of the pay period following Board of Directors approval.

## JOB SHARING AND PART-TIME EMPLOYMENT

An employee may be allowed to job share or to work on a part-time basis in a regular position. Job share is defined as two employees sharing one regular position. Part-time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

All fringe benefits for job sharing and part-time employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific article. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave. Fringe benefits not subject to proration include the following Leaves: Blood Donation, Examination Time, and Bereavement. Further, where a specific article provides a minimum hour requirement (e.g., must be full-time, or scheduled hours) job sharing and part-time employees shall be required to meet the minimum hour requirement in order to receive the benefit. For example, to be eligible to enroll in a medical and dental plan offered by the District an employee must be in a regular position and scheduled to work for a minimum of forty (40) hours per pay period. Therefore, job sharing and part-time employees in regular positions scheduled less than forty (40) hours per pay period would not be eligible to enroll in a medical and dental plan offered by the County.

Employees requesting to job share or work part-time shall be provided with a written decision regarding their request to job share or work part-time within fifteen (15) working days of such request.

Employees who are approved to job share or work part-time shall be notified in writing by the CONFIRE Director at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

The CONFIRE Director or designee may discontinue part-time or job share status with a written notice at least four (4) pay periods prior to the effective date of the change. The CONFIRE Director or designee's decision must not be arbitrary or capricious.

## LABOR-MANAGEMENT TASK FORCE

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to CONFIRE and Teamsters. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree that Labor-Management Task Forces comprised of equal numbers of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services appropriate to CONFIRE and Unit employees. The purpose of such task force shall be to:

(a) Review and provide input on proposed policies and procedures;

(b) Develop, review, and prioritize work simplification project proposals; and,

(c) Develop and review solutions to specific program problems.

The composition of each task force shall be determined by the CONFIRE Director, or designee, in conjunction with Teamsters. The chairperson(s) of the task force shall be selected by the CONFIRE Director, or designee. Meetings will be held as often as necessary to discharge the functions of the task force. The task force will establish reasonable time frames for the accomplishment of its charges. Recommendations of the task force will be arrived at by consensus and shall be submitted in writing to the CONFIRE Director, or designee, for final action, subject to review and approval. The task force shall not have any right or authority to abrogate representation rights of Teamsters or CONFIRE Management Rights.

## LEAVE PROVISIONS

**Section 1: Sick Leave**

(a) Definitions.

(1) Sick Leave – Sick leave with pay is an insurance or protection provided by CONFIRE to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, or for a medical, optical or dental appointment, or for certain purposes related to being a victim of domestic violence, sexual assault, or stalking.

(2) Family Member – Family Member, as defined by Labor Code section 245.5, is a parent, child, spouse, registered domestic partner, grandparent, grandchild, sibling, or any person designated by the employee at the time the employee requests paid sick leave. An employee shall not identify more than one "designated person" as a family member in a 12-month period from the first date of designation. Parent means a biological, foster, or adoptive parent, a step parent, parent-in-law, legal guardian, or a person who stood in loco parentis when the employee was a minor child. Child means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. Domestic Partner is defined by Family Code section 297.

(3) Extended Family – Extended family is defined as sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

(b) Accumulation – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year, or 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned.

(c) Compensation – Approved sick leave with pay shall be compensated at the employee's base rate of pay, except as otherwise provided in this agreement. The minimum charge against accumulate sick leave shall be fifteen (15) minutes.

(d) Administration

(1) Investigation – It shall be the responsibility and duty of the CONFIRE Director, or designee, to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the CONFIRE Director, Human Resources Director or designee.

(2) Notification of Sickness – The CONFIRE Director, or designee, must be notified within at least two (2) hours prior to the start of the employee's shift of a sickness on each day of absence, unless under a doctor's off work order for a specified period of time. In such instance where the employee is under a doctor's off work order, the employee must only notify the CONFIRE Director, or designee, at least two (2) hours prior to the start of the first day of absence and inform him/her of the length of the absence. The employee will then forward the doctor's off work order to the CONFIRE Director, or designee, within five calendar days from the first day. Failure to make such notification may result in denial of sick leave with pay.

It is the responsibility of the employee to keep the appointing authority informed as to continued absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the appointing authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the appointing authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above.

(3) Review/Proof – The CONFIRE Director or designee may review and determine the justification of any request for sick leave with pay and may, in the interest of CONFIRE, require a medical note from a doctor to support a claim for sick leave pay.

(4) Improper Use – Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, or in violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

(e) Sick Leave for Other Personal Illness/Injury.

(1) Family Sick Leave – A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon family members of the employees who require the attention of the employee.

Upon approval of the appointing authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee as defined in the Sick Leave Section except for a person "designated" by the employee for sick leave purposes. All employees are entitled to a total of five (5) days of bereavement leave, such bereavement leave can consist of paid time under this Section or unpaid bereavement leave.

(2) Bereavement – A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of a family member of the employee or extended family, as defined herein, or any relative who resided with the employee.

(3) Birth/Adoption – A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more

than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.

(4) Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

(f) Return-to-Work Medical Clearance.

(1) Under any one of the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work.

(i) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.

(ii) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.

(iii) Employees who have been absent on account of a serious medical condition, when so directed by the CONFIRE Director, or designee.

(2) Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.

(3) It is the responsibility of the employee, covered by (1) (i) - (iii) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, CONFIRE shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their appointing authority immediately upon receipt of their medical provider's authorization to return to work, and no later than twenty-four (24) hours after receipt of the notice. The appointing authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center for Employee Health and Wellness at or prior to the employee's scheduled appointment time.

(4) Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.

(5) The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, CONFIRE will pay for work hours missed, without charge to the employee's leave balances.

(6) The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness. In the event the employee is not released to return to work by the medical provider at the Center for Employee Health and Wellness, the employee's status would continue on sick leave or, where there is no balance, leave without pay.

(g) Workers' Compensation – Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

(h) Separation – Unused sick leave shall not be payable upon separation of the employee, except as provided in the Retirement Medical Trust Fund Article.

(i) Sick Leave Conversion to Vacation.

Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e. pay period 15 through pay period 14 of the following year) may, at the employees option, convert sick leave to vacation leave on the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave:

Example:

| Sick Leave Hours Used | Hours to Be Converted | Vacation |
|---|---|---|
| 0 | 40 | 24.0 |
| 8 | 32 | 19.2 |
| 16 | 24 | 14.4 |
| 24 | 16 | 9.6 |
| 32 | 8 | 4.8 |
| 40 | 0 | 0.0 |

(j) Perfect Attendance – Employees in regular, full-time positions who do not utilize any sick leave, or any leave in lieu of sick leave (e.g., vacation) or benefits in lieu of sick leave (e.g., workers' compensation, short-term disability partial/full integration, etc.), in pay periods 1 through 26 consecutively (or 27, when applicable), and who do not record any sick leave without pay, absence without pay for that year, Medical Emergency Leave, or military leave during those consecutive pay periods shall be reimbursed up to a maximum of $299 for an annual individual (employee only) health club membership. Health club membership cost must be incurred and submitted for reimbursement within a reasonable period of time from when it was awarded. In lieu of the reimbursement, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, from the pay period the perfect attendance leave is credited to the employee's leave balances until the end of pay period 26 (or 27 when applicable) of that year. Failure to utilize perfect attendance leave by pay period 26 (or 27 when applicable) of the year in which it was credited to the employee's leave balances or if an employee is appointed to a position in an occupational unit that does not contain a perfect attendance leave provision shall result in forfeiture of the same.

**Section 2: Vacation Leave**

(a) Definition – Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If any employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the CONFIRE Director, or designee.

(b) Accumulation – Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods.

For Dispatchers and Call-Takers, such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,040 hours of continuous service from the employee's hire date.

| Length of Service From Hire Date | Annual Vacation Allowance | Maximum Allowed Unused Balance |
|---|---|---|
| After 1,040 service hours through 8,320 service hours | 80 Hours | 160 Hours |
| Over 8,320 and through 18,720 service hours | 120 hours | 240 hours |
| Over 18,720 service hours | 160 hours | 320 hours |

For Supervising Dispatchers, such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,040 hours of continuous service from the employee's hire date. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rata basis.

| Length of Service From Hire Date | Annual Vacation Allowance | Maximum Allowed Unused Balance |
|---|---|---|
| Hire Date through 8,320 service hours | 80 Hours | 160 Hours |
| Over 8,320 and through 18,720 service hours | 120 hours | 240 hours |
| Over 18,720 service hours | 160 hours | 320 hours |

(c) Administration – Vacation periods should be taken annually with the approval of the CONFIRE Director, or designee, at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well-being of the employee. Use of overtime to replace an employee shall not be grounds for denial of vacation.

No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take a vacation leave the appointing authority will approve a waiver of the maximum allowed unused balance for a period not to exceed one waiver of thirteen (13) pay periods per fiscal year.

Written request for vacation, holiday and compensation time taken, shall receive a written response from the supervisor, or designee, within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the CONFIRE Director, or designee, for an immediate review. In those instances where

a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employees' base rate of pay, except as otherwise provided in this Agreement.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

Employees not planning to return to CONFIRE Director employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation at the employee's then base rate of pay and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave.

(d) Vacation Cash-Out – During the term of this MOU only, employees who have used eighty (80) or more hours of vacation leave during the preceding calendar year may make an irrevocable election in December (i.e., pre-designation) specifying the number of hours to be sold back from the next calendar year's Vacation Leave accrual.

During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the vacation leave in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out vacation leave hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the vacation leave accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2017 makes a pre-designation to cash-out 25 hours. The employee accrues 4.61 hours of vacation leave per pay period. At the end of pay period 3 the employee can request to cash-out the 8 hours of vacation leave that she had accrued through pay period 2, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of vacation leave. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25, or 26 when applicable, of the calendar year in which the election is effective, the hours will be automatically converted to cash in the last pay period of the calendar year.

(e) Prior Service – New employees hired into regular positions who have been employed in a public jurisdiction in a comparable position may receive credit for up to four (4) years (full time equivalent) previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the Director of Human Resources. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter, but in no event later than one (1) year from the employee's hire date.

**Section 3: Holiday Leave**

(a) Accumulation – Employees in regular positions shall accrue, on a pro rata basis, holiday leave for completed pay periods as follows:

| Hours Accrued Per Year/ Rates Per Pay Period | Maximum Allowed Unused Balance |
|---|---|
| 120 hours/4.62 hours per pay period | 232 hours |

Holiday leave allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,040 hours of continuous service from the employee's hire date.

If an employee has reached the maximum allowed unused balance and is unable to take holiday leave because of work urgency and has had requests to use such leave denied, the appointing authority may notify the Auditor-Controller/Treasurer/Tax Collector of the situation and request a waiver of the maximum allowed unused balance for a period not to exceed twelve (12) months.

(b) Holiday Time Accrual - Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency unless the employee's position was abolished as a result of a layoff**.**

(c) CONFIRE recognizes the following holidays*:

| | |
|---|---|
| January 1st | Second Monday in October |
| Third Monday in January | November 11th |
| Third Monday in February | Thanksgiving Day |
| Last Monday in May | Day after Thanksgiving |
| June 19th | December 24th |
| July 4th | December 25th |
| First Monday in September | December 31st |

**including a floating holiday*

**Section 4: Leave Accruals While on Disability Leave**

Employees receiving the benefits of Workers' Compensation or State Disability Insurance (SDI) while on disability leave shall receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed one hundred percent (100%) of the employee's base salary. Paid personal leave time coded on the employees' Time and Labor Report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount in accordance with the Payroll Adjustments Article. An employee who knowingly receives payment in excess of their regular base salary is required to report it to their CONFIRE payroll specialist.

Employees who are fully integrating accrued leave time with disability benefits shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the Time and Labor Report only.

Employees who are integrating paid leave time with SDI benefits will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period and have no unapproved leave for the pay period.

Employees eligible to apply for SDI must provide proof of benefit amount or denial of SDI benefits. If proof is not provided, CONFIRE will presume the employee is getting the maximum allowable SDI benefit payment and the amount of paid leave coded on the Time and Labor Report will be limited to the maximum allowable leave integration to ensure gross pay from all combined sources does not exceed the employees' base salary.

**Section 5: Compulsory Leave**

If in the opinion of the CONFIRE Director, or designee, employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the Human Resources Director or designee. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the CONFIRE Director, or designee, shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. An employee may challenge the medical or psychological findings of CONFIRE by providing not less than two (2) professional opinions from outside physicians or mental health professionals at the employee's expense.

Employees who become disqualified to perform the duties of their position (e.g., fail to maintain required licenses) shall be immediately removed from duty without pay or may use accrued paid leave for which they are eligible and may be subject to appropriate disciplinary action.

**Section 6: Military Leave**

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a CONFIRE employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

(a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.

(b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.

(c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits

that would have been enjoyed had the employee not been absent, providing such employee has been employed by CONFIRE for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.

(d) Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301- 4333. Specifically, a returning employee will receive restoration of original hire date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from CONFIRE employment, except as provided in the temporary duty provision.

(e) Compensation – This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.

(f) Extension of Benefits – CONFIRE recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and who are eligible to receive the thirty (30) calendar day military leave compensation, and meet the requirements established by the Board shall receive the difference between their base CONFIRE salary and their military salary starting on the 31st calendar day of military leave. The difference in salary may be extended when expressly approved by the Board of Directors.

During any period extended, CONFIRE will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full CONFIRE payment for the first 30 days of military leave provided in (c) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 days compensation has been completed.

No compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board of Directors. CONFIRE may unilaterally extend the benefits of this subsection upon the approval of the Board of Directors.

(g) Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of the Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:

(1) The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.

(2) The employee must use accrued leave time for the entire pay period (i.e., CONFIRE pay will not be integrated with military pay for partial pay periods).

(3) Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.

(4) Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

**Section 7: Political Leave**

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay with or without right to return for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 8 of this Article.

**Section 8: Special Leaves of Absence Without Pay**

(a) A special leave of absence without pay for a period not exceeding one (1) year may be granted to an employee who is:

(1) Medically incapacitated to perform the duties of the position.

(2) Desires to engage in a relevant course of study, which will enhance the employee's value to CONFIRE.

(3) Takes a leave of absence pursuant to the FMLA, the California Family Right Act, and/or Pregnancy Disability Leave (PDL) provisions under the Fair Employment and Housing Act (FEHA).

(4) For any reason considered appropriate by the CONFIRE Director, or designee, and the Human Resources Director or designee. Such request must be in writing and requires the approval of the CONFIRE Director, or designee, and the Human Resources Director or designee. Upon request, the CONFIRE Director or designee, and the Human Resources Director or designee may grant successive leaves of absence. Leaves of absence without pay may be given to a regular employee with or without right to return to classification. At the expiration of leaves without right to return, the employee must contact CONFIRE Director to have their name referred for a ninety (90) calendar day period to all job openings in their classification for reemployment without examination, such time to run concurrently with the ninety (90) calendar day period provided in the Article "Reemployment" herein. The employee must be appointed to a position within this ninety (90) day period or be terminated. Leaves of absence with right to return may only be granted to employees who have obtained regular status.

(b) Types of Leaves of Absence.

There are four types of leaves of absences. All requests must be in writing and require the approval of the appointing authority or designee and the Human Resources Director or designee, CONFIRE, or designee. Upon request, the appointing authority or designee and the Human Resources Director or designee, CONFIRE, or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate article of the MOU.

(1) Leaves of Absence With Right to Return. Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.

(2) Family Leave. Leaves of absence will be granted in accordance with the federal FMLA, the CFRA and/or PDL provision under Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits specified in Section 5 of the Medical and Dental Coverage article of this agreement. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

(3) Leaves of Absence Without Right to Return.

(i) Definition - Leaves of absence without right to return may be granted to employees with regular status for a period not to exceed one (1) year. Employees without right to return shall be removed from their position. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

(ii) Return Process - An employee may return in the same department in the classification from which the employee took the leave of absence with the approval of the appointing authority and the Human Resources Director or designee. Alternatively, the employee must apply through the Human Resources Director or designee by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification provisions of the Personnel Rules. The employee shall be required to serve a new probationary period. The Human Resources Director or designee has the discretion to waive the requirements to serve a new probationary period.

(iii) Benefits Upon Return - An employee who returns to a regular position within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:

- Hire date;
- Hire date for purposes of leave accruals and step advances; except that the employee will not receive service credit for the period of time the employee is on leave of absence without right to return;
- Any sick leave accruals that had not been cashed out in accordance with the Retirement Medical Trust Fund Article will be restored.

(4) Medical Leave of Absence.

(i) Definition - A medical leave of absence of up to one (1) year may be granted to employees with regular status who suffer from catastrophic illness or serious mental illness. Such leave of absence will be granted only after FMLA, CFRA and/or PDL have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. CONFIRE retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to the work by the expiration of date of the leave, or the soonest date after that for which the department has a vacancy (but in no event later than (90) days following the expiration of the medical leave of absence), the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

(ii) Upon return from a medical leave of absence, the employee shall retain hire date for purposes of

leave accruals and step advances; except that the hire date will be advanced for the period of time the employee is on the medical leave of absences.

**Section 9: Jury Duty Leave**

Employees in regular positions who are ordered to serve jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Employees are required to provide the CONFIRE Director or designee with notice of the order/summons to serve jury duty upon receipt of such summons. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. If an employee is required to report to jury duty during hours the employee is not scheduled to work (e.g., it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Jury Duty leave for those hours. The CONFIRE Director, or designee, will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after the employee has completed jury duty and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank." Employees volunteering for Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 7 of the Article.

**Section 10: Examination Time**

Employees in regular positions with regular status at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of taking CONFIRE, County Fire, Special Districts or County promotional examinations or for selection interviews. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Such time off shall not be charged against any accumulated leave. Employees must report to work before and after examination time provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after Examination Time and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank."

**Section 11: Witness Leave**

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to CONFIRE. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g., it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours.

**Section 12: Blood Donations**

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay to recover with prior approval of the immediate supervisor for each such

donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the CONFIRE Director, or designee, to receive this benefit.

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay to recover with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the CONFIRE Director, or designee to receive this benefit.

**Section 13: Time off for Voting**

(a) If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the employee to vote.

(b) No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed upon.

(c) If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the employer at least two (2) working days' notice that the time off for voting is desired, in accordance with this Section.

**Section 14: Association Leave**

(a) Purpose.

CONFIRE shall establish an Association Leave bank of 96 hours per calendar year (no carry-over) that may be used by designated members for the purpose of attending periodic Association-sponsored training, seminars, meetings, and conferences. Association Leave shall not be granted for members to engage in political and organizing activities, or bargaining preparation.

It is expressly agreed and understood that CONFIRE shall not be obligated or responsible for any of the expenses or costs of member attendance at such training, seminars or conferences.

(b) Release Time.

Members who wish to utilize Association Leave shall notify their immediate supervisor as far in advance as possible prior to the date they wish to use such leave. The release time for Association Leave shall not be counted as hours worked for purposes of calculating overtime, and the work schedules of members who use Association Leave shall not be adjusted to provide paid release time that would otherwise be off duty time.

The use of Association Leave shall not unduly interfere with operations of CONFIRE nor shall CONFIRE unreasonably deny any request for use of Association Leave.

**Section 15: Bereavement Leave**

Employees in regular positions may use up to two (2) days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of a family member of the employee, as defined in Section 1(a)(2) of this Article, except for a person "designated" by the employee for sick leave purposes.

One (1) additional day shall be granted if the employee travels over one-thousand (1,000) miles from his/her residence to the bereavement service(s). The additional day shall not be charged to the employee's personal leave balances.

## LIFE INSURANCE

(a) CONFIRE agrees to pay the premium for a term life insurance policy for each employee according to the table, below. Life insurance will become effective on the first day of the pay period following the employee's first pay period in which the employee is in paid status and shall continue for each pay period in which the employee is in paid status. For pay periods in which the employee is not in paid status, the employee shall have the option of continuing life insurance coverage at the employee's expense.

| Amount of Life Insurance | |
|---|---|
| **Scheduled Hours from 40 to 60** | **Scheduled Hours from 61 to 80** |
| $17,00 | $35,000 |

(b) CONFIRE further agrees to make available to each employee a group term life insurance program wherein the employee may purchase, additional term life insurance in the amounts specified in the Certificate of Insurance. New employees shall become initially eligible to participate in these programs on the first day of the pay period following the pay period in which the employee is in paid status. Participation will continue as long as premiums are paid timely. In the absence of sufficient earnings to cover the deduction for premiums, the employee will be given another payment option.

(c) CONFIRE agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

## MANAGEMENT RIGHTS

All management rights and functions shall remain vested exclusively with CONFIRE except those which are clearly and expressly limited in this Agreement. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

(a) The right to determine the mission of CONFIRE, commission, and work unit.

(b) The right of full and exclusive control of the management of CONFIRE; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.

(c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.

(d) The right to change or introduce new or improved operations, methods, means or facilities; or, to contract for work to be done.

(e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

## MEAL/REST PERIODS

Employees will be granted paid rest and meal periods consistent with the past practices of the Dispatch Center and pursuant to the terms and conditions of the CONFIRE Communications Center Standard Operating Policies & Procedures (SOPP) #1-36 Meals and Break Periods.

It is understood that emergencies and/or incoming call volume may necessitate delays in taking rest/ meal periods and could result in employees being required to forego rest/meal periods completely.

## MEDICAL AND DENTAL COVERAGE

**Section 1: Medical and Dental Plan Coverage**

(a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by CONFIRE. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled to work for forty (40) hours or more and is in paid status.

(b) To continue enrollment in a CONFIRE Director sponsored medical and dental plan, an employee must remain in a regular position scheduled to work a minimum of forty (40) hours in a pay period and in paid status, or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 4 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.

(c) Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) calendar days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.

(d) Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over age dependent, or termination of domestic partnership.

(e) Enrollment elections must remain in effect for the remainder of the Plan year unless an employee experiences a mid-year qualifying event.

(f) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the County. Employees are responsible for notifying the County within sixty (60) calendar days of any dependent's change in eligibility for the CONFIRE - sponsored plans.

(g) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

**Section 2: Opt-Out and Waive**

Employees eligible for medical and dental plan coverage who are also enrolled in a comparable group medical and/or dental plan sponsored by another employer may elect to opt-out of CONFIRE -sponsored medical and/or dental plan (opt-out).

Employees eligible for medical and dental plan coverage who are covered by a spouse, domestic partner, or parent who is also employed with CONFIRE/County Fire/Special Districts or the County may elect to waive enrollment in the CONFIRE-sponsored medical and/or dental plan (waive).

To receive the opt-out or waive amounts, the employee must be in paid status.

Employees who waive coverage, or opt-out and who are scheduled for 61 to 80 hours per pay period shall receive forty dollars ($40.00) per pay period; opt-outs and employees who waive coverage scheduled for 40 to 60 hours per pay period shall receive twenty ($20.00) per pay period.

The rules and procedures for electing to opt-out or waive of CONFIRE-sponsored medical and dental plan coverage are established and administered by the County Human Resources Employee Benefits and Services Division.

(1) Employees may elect to opt-out or waive of CONFIRE-sponsored medical and/or dental plan(s) within sixty (60) calendar days from the effective date of gain of the new coverage. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.

(2) Employees may also elect to opt-out or waive of CONFIRE-sponsored medical and/or dental plan(s) coverage during an annual open enrollment period. All employees who are newly electing to opt-out or waive during an annual open enrollment period must provide verification of other employer group plan coverage.

(3) Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a CONFIRE-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the CONFIRE-sponsored medical and/or dental plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period or within sixty (60) calendar days from a mid-year qualifying event.

(4) There must be no break in the employee's medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a CONFIRE-sponsored medical and dental

plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. Failure to notify the County of loss of other employer group coverage within sixty (60) calendar days will require the employee to pay his/her insurance premiums retroactively on an after-tax basis.

**Section 3: Medical and Dental Premium Subsidies**

(a) CONFIRE has established a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to eligible employees. The MPS shall be applied to medical insurance premiums only and shall not be applicable to dental insurance premiums. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association. The applicable MPS shall be paid directly to the provider of the CONFIRE-sponsored medical plan in which the eligible employee has enrolled. In no case, shall the MPS exceed the cost of the medical insurance premium for the coverage selected.

(b) CONFIRE has established a Dental Premium Subsidy (DPS) to offset the cost of dental plan premiums charged to eligible employees. The DPS shall be applied to dental insurance premiums only and shall not be applicable to medical insurance premiums. The applicable DPS amount shall be paid directly to the provider of the CONFIRE-sponsored dental plan in which the eligible employee has enrolled. The DPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected.

(c) Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored medical Plan, are eligible to receive the MPS towards the cost of medical coverage. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored medical and dental plan, are eligible to receive the DPS towards the cost of dental coverage. However, employees must be in paid status in order to receive the benefits of this Section.

For purposes of this Sub-section (c), paid hours shall not include disability payments such as state disability insurance and workers' compensation.

(d) All eligible employees shall receive a Medical Premium Subsidy (MPS) in the amounts per pay period as set forth below:

Effective the pay period following Administrative Committee approval, eligible employees shall receive a Medical Premium Subsidy (MPS) in the amounts per pay period as set forth below:

| Coverage Type | Scheduled for 40 to 60 Hours | Scheduled for 61 to 80 Hours |
|---|---|---|
| Employee Only | $138.32 | $276.64 |
| Employee + 1 | $251.51 | $503.01 |
| Employee + 2 | $358.07 | $716.14 |

Effective July 11, 2026, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase

of the CONFIRE's Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years. For example, if the 2026/2027 Benefit Plan Year premium for the Employee-Only tier increases by $20 per pay period, the MPS amount will increase by $20 per pay period (i.e., 100% of $20).

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

Effective July 10, 2027, the MPS amounts for employees scheduled for 61 to 80 hours, will increase for each tier (i.e., Employee-Only, Employee + 1, Employee + 2) by 100% of the benefit plan year premium increase of the CONFIRE's Blue Shield Signature HMO. This new MPS amount shall be the new basis for subsequent years. For example, if the 2027/2028 Benefit Plan Year premium for the Employee-Only tier increases by $20 per pay period, the MPS amount will increase by $20 per pay period (i.e., 100% of $20).

Employees scheduled for 40 to 60 hours will receive an amount equal to one-half of the MPS for employees scheduled for 61 to 80 hours.

All eligible employees shall receive a Dental Premium Subsidy in the following amounts per pay period:

| Coverage Type | Scheduled for 40 to 60 Hours | Scheduled for 61 to 80 Hours |
|---|---|---|
| Employee Only<br>Employee + 1<br>Employee + 2 | $4.73 | Up to $9.46 |

**Section 4: Eligibility for MPS and DPS While on Leave**

(a) FMLA/CFRA – Employees who are on approved leaves of absence, pursuant to the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA) and whose paid hours in a pay period are less than the required number of hours designated in Section 3(c) above will continue to be enrolled in a CONFIRE-sponsored medical and/or dental plan, as applicable, and to receive the MPS and DPS in accordance with applicable law.

An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two (2) years and has received the MPS and DPS as provided by law, shall not be eligible for the continuation of MPS and DPS in the next rolling calendar year.

(b) Pregnancy Disability Leave (PDL) – An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL law.

(c) Workers' Compensation – Employees who are on an approved leave based on an approved workers' compensation claim shall receive MPS and DPS for up to twenty (20) pay periods while off work due to that injury, inclusive of any FMLA leave, provided the employee had been receiving MPS and DPS immediately prior to the leave of absence, or if the employee becomes eligible as a result of experiencing a mid-year qualifying event while on such leave, and as long as the employee pays his/her portion of the premiums on

time. Should any subsequent workers' compensation claims occur during the initial twenty (20) pay periods, the remaining MPS and DPS eligibility from the original claim shall run concurrent with any additional approved workers' compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers' compensation claim is approved and the employee is eligible to receive the MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods.

Employees who are still on workers' compensation after the expiration of the initial twenty (20) pay periods shall continue to receive MPS and DPS provided the employee is fully integrating appropriate paid leave time.

(d) State Disability Insurance – Employees who are receiving State Disability Insurance (SDI) shall continue to receive MPS and DPS.

## MEDICAL EMERGENCY LEAVE

The particulars of this Medical Emergency Leave policy are as follows:

(a) The employee must have regular status (not probationary) with CONFIRE or one (1) year of continuous service in a regular position with CONFIRE.

(b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) Be on an approved medical leave of absence for at least thirty (30) consecutive calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) Submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours); (3) Have exhausted all usable leave balances prior to initial eligibility for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; and (4) Have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.

(c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for State Disability Insurance (SDI) must agree to integrate these benefits with Medical Emergency Leave. If integrating with SDI, the combined MEL and SDI payment shall not exceed 100% of the employee's biweekly base salary.

(d) Vacation, holiday, or administrative leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave, annual leave or compensatory time accrual per employee. The donation may be made for a specific employee on the timeframes established by the County's Human Resources Department. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.

(e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year. The maximum of 1,040 hours shall be prorated for those scheduled less than forty (40) hours per week. Example: An employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.

(f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the County's Center for Employee Health and Wellness, is required for initial and continued eligibility. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long-term leave of absence.

(g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (i.e., MPS, DPS, Opt-Out, and Waive amounts) per the minimum paid hours (i.e., paid status) per pay period requirement of the Medical and Dental Coverage Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.

(h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave or retirement credit.

(i) Medical Emergency Leave hours will count towards the accountable hours used to determined holiday leave eligibility.

(j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.

(k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:

(1) Employees who resign while on Medical Emergency Leave (i.e., an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. In the case of employees who die while on Medical Emergency Leave, the employee's spouse or registered domestic partner, unless otherwise designated on the Beneficiary Designation For Last Warrant form on file with the ATC, shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor/Controller. Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s), in accordance with procedures established by the County.

(2) An employee on Medical Emergency Leave who has received the approval of his/her physician and the County's Center for Employee Health and Wellness to return to full time work shall be eligible to retain up to 176 hours unused Medical Emergency Leave. Such hours shall be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave provision of the Memorandum of Understanding, however, such hours shall not be eligible for conversion (e.g., cash-out). Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with procedures established by the County.

(3) An employee on Medical Emergency Leave who has received the approval of his/her physician and the County's Center for Employee Health and Wellness to return to work on a part time basis (less than the

employee's normally scheduled hours of work per pay period) may code MEL for those hours the employee was restricted from working pursuant to the physician's order. The combined total of work time and Medical Emergency Leave coded may not exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work. However, should the employee accrue sick leave while working part-time on Medical Emergency Leave, the employee is required to use those sick leave accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of accrued sick leave).

(l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.

(m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.

(n) All donors and donee shall sign release forms designed, retained and affected by the Human Resources Division.

## MEMBERSHIP DUES DEDUCTIONS

(a) All employees in a job classification within the representation Unit covered by this MOU may choose to become a member of Teamsters Local 1932. If the employee chooses to become a member, the employee shall authorize a payroll deduction for membership dues. CONFIRE agrees to make authorized payroll deductions of Teamsters Local 1932 dues. Any request to begin dues deductions or cancel dues deductions must be made to Local 1932 and not to CONFIRE. Teamsters Local 1932 is responsible for informing CONFIRE of the amount of dues deductions for employees.

(b) CONFIRE shall not be obligated to put into effect any new dues deduction until it has been notified by Teamsters Local 1932 in sufficient time to permit normal processing of the dues deduction.

(c) If Local 1932 states it has written authorization to begin deductions, it is not required to provide CONFIRE with a copy of the individual authorization unless a dispute arises about the existence or terms of the authorization. CONFIRE shall issue a check, payable to Local 1932, in the amount of the individual deductions for dues each pay period. Upon receipt of notification of an addition/deletion or change in Union dues deduction, Local 1932 shall immediately notify CONFIRE of such change.

(d) Dues withheld by CONFIRE shall be transmitted to the Teamsters Officer designated in writing by Teamsters as the person authorized to receive such funds, at the address specified.

(e) Employees in these Units who are members of the Teamsters Local 1932 may withdraw from Teamsters Local 1932 by sending notice to Teamsters Local 1932. Teamsters Local 1932 shall immediately certify to CONFIRE to terminate dues deductions for any such employees, consistent with applicable law. Teamsters Local 1932 shall indemnify CONFIRE for any claims made by the employee for dues deductions made in reliance on that information.

(f) Any employee who 1) is in a Teamsters Local 1932 represented bargaining unit and has chosen to be a member of Teamsters Local 1932, 2) then separates from the Teamsters Local 1932 represented bargaining unit (e.g., leaves CONFIRE employment, promotes to another unit, etc.), 3) then later returns to a Teamsters Local 1932

bargaining unit and again chooses to become a member of Teamsters Local 1932, shall be required to sign a new payroll deduction card.

(g) Teamsters' indemnity and liability obligation is more fully set forth as follows:

(1) Teamsters Local 1932 shall defend, indemnify, and hold harmless CONFIRE and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon commencement of such legal action, administrative proceeding, or claim, Teamsters Local 1932 shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against CONFIRE or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of Teamsters Local 1932 shall not diminish Teamsters' defense or and indemnification obligations under this Agreement.

(2) CONFIRE, immediately upon receipt of notice of such claim, proceeding or legal action shall inform Teamsters of such action, provide Teamsters Local 1932 with all information, documents, and assistance necessary for Teamsters Local 1932 defense or settlement of such action and fully cooperate with Teamsters Local 1932 in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by Teamsters Local 1932.

Teamsters Local 1932 upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. Teamsters Local 1932, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

(h) CONFIRE shall provide via email to the Union a monthly list of all employees in the bargaining units with the employees', classification title, work location (including location address), current home address, personal email address (if available), personal cell phone (if available) and home phone number.

## MERIT ADVANCEMENTS

Employees shall receive merit advancements within their base salary range, as provided below and in the Salary Rates and Step Advancements Article.

(a) Work Performance Evaluation (WPE) for a regular status employee shall be completed by management (e.g., a supervisor, assistant manager, and/or manager, etc.) within a period of thirty (30) workdays prior to the employee's annual step advance eligibility date, when applicable.

(b) If an employee receives an overall "Below Job Standards" evaluation prior to the step advance eligibility date, the employee's step advance will not be granted on the step advancement date. An employee denied a step advancement shall be provided an additional ninety (90) day review period. The supervisor shall complete a WPE within thirty (30) days after such additional review period. If the employee receives an overall "Below Job Standards" the employee shall receive no future step advancements until the employee is deemed to be meeting job standards or until a subsequent step advancement is due.

(c) In cases where no WPE is filed by the due date, the employee may contact the Communications Director or designee requesting that an evaluation be completed. If, after notifying the Communications Director or

designee, no evaluation is completed within fifteen (15) workdays, the employee may contact the Department's Human Resources Business Partner to direct completion of the WPE within thirty (30) workdays.

(d) Any dispute arising out of the content of a WPE with an overall rating of "Below Job Standards" evaluation may be processed in accordance with the appeal procedure in the Personnel Rules for Board-Governed Special Districts.

(e) Probationary employees or other employees without regular status, shall receive merit advancement following 1,040 services hours, unless the employee receives a probationary progress report with an overall rating of "Below Job Standards". If the employee receives an overall rating of "Below Job Standards", the step will not be granted until the pay period in which the employee receives an overall evaluation of at least "Meets Job Standards."

## MODIFIED BENEFIT OPTION

**Section 1 – General Provisions**

(a) All regular classified full-time employees in the classifications listed in Appendix B, and any other agreed upon classifications, shall be provided an opportunity to convert from a regular position with full benefits to a regular position with modified benefits and a wage differential.

(b) Employees may choose to enroll in the MBO at hire or during the annual open enrollment period, and may choose to change to the full benefit option during subsequent open enrollment periods.

(c) Employees who select the Modified Benefit Option must commit to work a minimum of 1,560 hours per calendar year.

(d) Employees in regular positions who choose the MBO may retain or attain civil service rights in the position in accordance with applicable provisions or rules concerning probationary periods.

(e) In order to receive the benefits and wage differential of the Modified Benefit Option, the employee must specifically choose the Option.

**Section 2 – Modified Benefit Option Wage Differential**

(a) Employees who select the MBO shall receive a wage differential of $1.75/hour above the base rate of pay. The wage differential shall be paid on all paid hours (e.g., REG, PTO, etc.).

(b) The wage differential shall be considered as part of the base hourly rate when calculating the following: the County contribution to the employee's Retirement Medical Trust (RMT) account, differentials paid on a percentage basis (e.g., 5% Acting Supervisor or Acting Dispatcher Differential), longevity, sick leave cash-outs (if any) pursuant to the RMT Article, and leave cash-outs. Provided below is an example of how the County's contribution to the RMT would be calculated:

> EX: An employee with 11 years of continuous County service and an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate is $25 per hour. This employee is eligible for a County contribution to the RMT equal to 1.50% of the employee's base bi-weekly salary. The County contribution to the RMT is calculated as follows:

80 hours X ($25.00 per hour + $1.75 MBO Wage Differential) = $2,140 base bi-weekly salary for purposes of County contribution to the RMT $2,140 X 1.50% Contribution Rate = $32.10

The County will contribute $32.10 to the RMT on behalf of the employee that pay period.

**Section 3 – Benefits and Leaves**

Except as provided in this Section 3, employees who select the MBO shall receive the same benefits and leaves that employees who select the full benefit option receive in the MOU.

(a) Medical Coverage: Employees who select the MBO shall have the same medical plan options as employees who select the full benefit option (e.g., Blue Shield HMO, Kaiser HMO, Blue Shield Access + HMO, Kaiser Choice HMO, and Blue Shield PPO).

(b) Medical Premium Subsidy: Effective the pay period following Administrative Committee approval through the term of the MOU, the MPS amounts for employees enrolled in the MBO will be based on a percent of the MPS amounts for the Traditional Benefit Option (i.e., 71% Employee Only; 82% Employee + 1; 82% Employee + 2).

(c) Dental Premium Subsidy: Employees who select the MBO shall be eligible to receive DPS in the following amounts per pay period:

| Coverage Type | DPS |
|---|---|
| Employee Only<br>Employee + 1<br>Employee + 2 | $9.46 |

(d) Paid Time Off (PTO):

(1) Definition: Paid Time Off (PTO) is granted to employees who select the MBO in lieu of any other Vacation, Sick, or Holiday accrual leave provisions,

(2) Accumulation: Employees who select the MBO shall accrue PTO each pay period and shall be eligible for prior service credit as provided in Section 2 (e) of the Leave Provisions article. Employees who have standard hours of less than eighty (80) hours per pay period shall accumulate PTO on a pro-rata basis; provided, however, that the maximum allowed combined unused vacation and PTO balance shall not be prorated. PTO shall be available for use on the first day following the pay period in which it is earned.

Employees in classifications that are regularly scheduled to work on holidays shall accrue PTO each pay period as provided in the chart below.

| Service Hours | PTO Allowance (Assumes 80-hour Schedule) | Accrual Rate Per Pay Period (Assumes 80-Hour Schedule) | Maximum Allowed Unused PTO Balance | Maximum Allowed Combined Unused Vacation and PTO Balance for All Employees Who Convert to the Modified Benefit Option |
|---|---|---|---|---|
| 0 through 10,400 service hours | 180 hours | 6.93 hours | 270 hours | 320 hours** |
| Over 10,400 service hours | 216 hours | 8.31 hours | 324 hours | 404 hours** |

**The employee's maximum allowed PTO balance may not exceed 270 or 324 hours, as applicable.

(3) Administration.

(i) PTO for Vacation Leave Purposes – When PTO has been requested for vacation leave purposes, PTO shall be administered according to the Vacation Leave section of the Leave Provisions Article of the MOU.

(ii) PTO for Sick Leave Purposes – When PTO has been requested for sick leave purposes, PTO shall be administered according to the Sick Leave section of the Leave Provisions Article of this MOU.

(4) Separation: Employees separating from County employment shall have any unused PTO administered in the same manner that Vacation Leave is administered at separation according to the Vacation Leave section of the Leave Provisions Article of the MOU.

Employees who are hired into a position in a bargaining unit (except for employees who are hired into the Per Diem Nurses Unit) that does not contain the MBO, shall carry over their existing PTO balance and begin accruing vacation, holiday, and sick leave immediately. Employees who are hired into a position in the Per Diem Nurses Unit shall have any existing leave balances (e.g., PTO, vacation, sick, etc.) administered in the same manner as an employee who is in the Full Benefit Option who is hired into a Per Diem Nurses Unit position.

(5) PTO Cash-Out: On one occasion each calendar year until the expiration of this contract, an employee who had used eighty (80) or more hours of specified leave (i.e., Vacation/PTO) during the preceding calendar year may elect to convert up to sixty (60) hours of accrued PTO into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back PTO, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year's PTO accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the PTO in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out PTO hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the PTO accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2019 makes a pre-designation to cash-out 25 hours. The employee accrues 4.31 hours of PTO per pay period. At the end of pay period 2 the employee can request to cash-out the 8 hours of PTO that she had accrued, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of PTO. Once an election is made, if the employee

does not request that the designated number of hours be sold back by pay period 25 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26. The PTO cash-out shall sunset upon the expiration of the agreement.

(e) Holiday Pay.

Employees in classifications that are regularly scheduled to work on holidays shall not accrue any holiday leave, but shall be paid twice their base hourly rate for all hours actually worked on the following holidays:

| | |
|---|---|
| January 1st | Thanksgiving Day |
| Last Monday in May | Day after Thanksgiving |
| June 19th | December 24th |
| July 4th | December 25th |
| First Monday in September | December 31st |
| November 11th | |

(f) Accrual Carryover Following Benefit Change.

(1) Full Benefit Option to Modified Benefit Option – Employees who convert from the full benefit option to the MBO shall carry over and may utilize their existing vacation, holiday, and sick leave balances; provided, however, that the employee shall no longer accrue vacation, holiday, and sick leave after converting to the MBO.

After converting to the MBO the employee shall be immediately eligible to accrue PTO; however, the employee's combined Vacation and PTO balance shall not exceed the applicable caps established in the chart above. For example, if an employee with less than 10,400 service hours and in a classification that is regularly scheduled to work holidays carries over 200 Vacation Leave hours the employee shall only be eligible to accrue up to 120 PTO hours. If such employee then uses some Vacation Leave or PTO, the employee shall be eligible to accrue additional PTO hours, not to exceed the applicable cap.

However, an employee with a previously approved waiver of the maximum allowed unused vacation balance as provided in the Vacation Leave section of the Leave Provisions Article may temporarily exceed the caps in the chart above.

An employee who carries over Vacation Leave hours shall be eligible to accrue the maximum amount of PTO once the employee has exhausted all of his/her carried over Vacation Leave hours.

(2) Modified Benefit Option to Full Benefit Option – Employees who convert from the MBO to the full benefit option shall carry over and may utilize their existing PTO balance (if any) and begin accruing vacation, holiday, and sick leave immediately; however, the employee's combined Vacation and PTO balance shall not exceed the applicable vacation caps established in the Vacation Leave section of the Leave Provisions article. For example, if an employee with less than 18,720 service hours carries over 270 PTO hours and 30 Vacation Leave hours the employee shall only be eligible to accrue up to 20 Vacation Leave hours since the maximum allowed unused Vacation Leave is 320 hours. If such employee then uses some Vacation Leave or PTO, the employee shall be eligible to accrue additional Vacation Leave, not to exceed established cap.

(g) Vacation Cash-Out: Employees who met the eligibility requirements for the vacation cash-out prior to selecting the MBO, and predesignated to cash-out vacation leave during the required pre-designation period

while in the full benefit option, shall remain eligible to cash-out vacation leave. However, employees enrolled in the MBO shall not be eligible to pre-designate to cash- out vacation leave while enrolled in the MBO.

## NON-DISCRIMINATION

Teamsters agrees to represent all employees in this unit in their employer-employee relations with CONFIRE.

Neither CONFIRE nor the Association shall discriminate against any employee because of race, color, sex, age, physical or mental handicap, national origin, political or religious opinions, labor organization affiliations, or any other status protected by law.

The parties agree to support and promote the objectives of CONFIRE's Equal Employment Opportunity program.

## OBLIGATION TO SUPPORT

The parties agree that, subsequent to the execution of this Memorandum of Understanding and during the period any tentatively agreed-upon successor, amendment, addition, or deletion to this Memorandum is before the Board of Directors (i.e., after ratification by Teamsters but before the Board of Directors takes action), neither the Teamsters bargaining committee nor CONFIRE Administration, nor their authorized representatives will appear before the Board of Directors individually or collectively to advocate any further amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Directors nor meeting with individual members of the Board of Directors to advocate or urge the adoption and approval of any tentatively agreed-upon successor, amendment, addition, or deletion to this Memorandum of Understanding in its entirety.

## OTHER PAY PROVISIONS

**Section 1: Voluntary Extra Shift Compensation**

Voluntary Extra Shift Compensation (VOLEX) is designed to compensate regular status employees volunteering to work an extra shift(s) for another employee who had been previously force hired. The employee volunteering to work the shift must work a minimum of four (4) hours if not already working a shift, in the same 24-hour period. If the employee volunteering to work the extra shift is already working a shift in the same 24-hour period and the employee is willing to come in early or stay late, the employee must work a minimum of three (3) hours to receive VOLEX. Assignment and approval of Voluntary Extra Shift Compensation shall be made and/or cancelled by the CONFIRE Director or designee based upon the needs of the service; failure for the employee to be selected is not grievable.

Voluntary Extra Shift Compensation shall be paid at two (2) hours at one-time the base hourly rate for each extra shift volunteer occurrence. All time actually worked shall be considered as time actually worked for purposes of the Article on "Overtime". Employees who are paid Voluntary Extra Shift Compensation for a specific shift shall not be entitled to additional On-Call, Standby Duty, or Emergency Recall Compensation for said shift.

## OVERTIME

(a) Policy – It is the policy of CONFIRE to discourage overtime except when necessitated by abnormal or unanticipated work load situations. It is the responsibility of the CONFIRE Director, or designee, to arrange for the accomplishment of work load under their jurisdiction within the normal tour of duty of employees. CONFIRE has the right to require overtime to be worked as necessary.

(b) Definition – Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is noncumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.

(c) Overtime Compensation – Dispatchers and Call Takers – Any employee authorized by the CONFIRE Director or authorized representative to work overtime shall be compensated at premium rates i.e., one and one-half (1- 1/2) times the employee's regular rate of pay. In lieu of cash payment, the employee may accrue compensating time off at premium hours. Cash payment at the employee's regular rate of pay shall automatically be paid for any compensation time off accumulated in excess of one hundred (100) hours or immediately prior to promotion, demotion or termination. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless the employee has chosen to accrue compensating time or computation cannot be made, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

(d) Overtime Compensation – Supervising Dispatchers.

(1) Any employee authorized by the CONFIRE Director or authorized representative to work overtime shall be compensated at one and one-half (1- ½) times the employee's base rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.

(2) In lieu of cash payment, upon request of the employee and approval of the appointing authority, an employee may accrue 1 ½ hours of compensating time off for each hour of overtime worked. Cash payment at the employee's base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to promotion, demotion or termination of employment.

(e) Variable Work Schedule – The CONFIRE Director, or designee, with the agreement of the affected employee, may arrange for that individual to take time off as is necessary to ensure that an employee's actual time worked does not exceed forty (40) hours within any given work period.

(f) Work Period – The work period for purposes of overtime, established for employees in this Unit commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. The work period may change depending on the employee's work schedule but will not exceed the equivalent of seven (7) consecutive calendar days.

If an employee is assigned a variable work schedule, he/she shall agree to sign a variable work schedule agreement which will establish the work period for the employee on the variable work schedule. A variable work schedule includes any regularly assigned work schedule that has an employee work more than eight (8) hours in a work day.

## PAY PERIOD

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m., October 4, 2025and shall end at 12:00 a.m. (midnight) on the second Friday thereafter.

Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. The pay period and work week may be adjusted in accordance with FLSA requirements, as applicable. Paychecks shall be issued on the second Wednesday following the end of the preceding pay period, provided that the Auditor-Controller/Treasurer/Tax Collector may issue paychecks at an earlier date if possible.

## PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by CONFIRE, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars ($25.00) or less, the overpayment will be recovered in one (1) pay period. The County's Auditor-Controller/Treasurer/Tax Collector's Office, or CONFIRE's Human Resources, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. The employee may request a meeting with CONFIRE payroll section to review the documentation and recovery schedule. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller/Treasurer/Tax Collector. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 1/2) times as long as the overpayment period. If the employee leaves employment prior to repayment of overage, the County's Auditor-Controller/Treasurer/Tax Collector's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the County's Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the employee.

In situations involving underpayment to an employee by CONFIRE, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the County's Auditor-Controller/Treasurer/Tax Collector's Office, including necessary approval of the appointing authority/Human Resources Director or designee.

In those situations where the employee has been underpaid by seven and one-half percent (7 1/2%) or more of their base pay in the immediately preceding pay period through no fault of their own, the employee may request an on-demand payment to correct the error. CONFIRE's payroll section shall complete the request for on-demand pay and forward it and any necessary approval of the appointing authority and the Human Resources Director or designee to the County's Auditor-Controller/Treasurer/Tax Collector within one (1) working day of receipt of the employee's request. The County's Auditor-Controller/Treasurer/Tax Collector's Office shall pay the employee the amount due within two (2) working days of receipt of the request for an on-demand pay adjustment from CONFIRE. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number of hours in their usual work schedule.

## PAYROLL DEDUCTIONS

It is agreed that Teamsters membership dues and insurance premiums for plans sponsored by Teamsters shall be deducted by CONFIRE from the pay warrant of each employee covered hereby who files with CONFIRE a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to Teamsters within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

CONFIRE shall not be liable to Teamsters, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned. Teamsters shall hold CONFIRE harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by CONFIRE under this Article.

## PHYSICAL FITNESS

The parties agree that physical and mental fitness of CONFIRE employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement CONFIRE, with reasonable cause, may require medical and psychological assessments of employees provided CONFIRE pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals. Medical and psychological reports shall be released to and retained by the County's Center for Employee Health and Wellness. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of CONFIRE business.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Aid Program for CONFIRE employees.

## PROBATIONARY PERIOD AND DISPATCHER TRAINEE APPOINTMENTS

**Section 1: Probationary Period**

Probationary periods for classifications in the bargaining unit are:

- Call-Taker: 2,080 service hours
- Dispatcher:
    - Employees Newly Hired Into the Bargaining Unit Into the Dispatcher Classification and Employees Who Promote from the Call-Taker Classification to the Dispatcher Classification – 2,080 service hours
    - Employees Who Promote from the Dispatcher Trainee Classification to the Dispatcher Classification – 1,040 service hours
- Supervising Dispatcher: 1,600 service hours.

The probationary period will be automatically extended for each hour during which the employee is on leave without pay, or on military leave past thirty (30) days whether paid or unpaid. In situations where the employee is on continuous paid sick leave for eighty (80) or more consecutive hours, or on modified duty for occupational or non-occupational reasons, the probationary period may be extended at the discretion of the CONFIRE. Such extension is in addition to the eighteen (18) pay period extension allowed by the Personnel Rules.

The probationary period ends at the end of the day in which the employee has completed the required number of service hours.

**Section 2: Dispatcher Trainee Appointments**

A trainee appointment is an underfill appointment to a regular position made from an appropriate eligible list of a lower classification for a prescribed period, as provided at the time of appointment, during which the employee must qualify for the higher classification or be terminated.

The original trainee appointment must be made on a competitive basis. During the period of a trainee appointment, the trainee shall be in an at-will status. Appointments to the higher classification are subject to a probationary period.

## PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) increase (i.e., mathematically closest to 5%) whichever is greater; provided that no employee is thereby advanced above the top step of the higher base salary range.

At the discretion of the CONFIRE Director, or designee, and with the approval of the Human Resources Director or designee, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Human Resources Director or designee.

## PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of those Federal or State enactment's or is otherwise held to be invalid or unenforceable by any court or competent jurisdiction, such part or provisions shall be suspended or superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding the total compensation to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

## RECRUITMENT/RETENTION SALARY ADJUSTMENT

The CONFIRE Director or designee shall have the authority to recommend application of a recruitment/retention salary adjustment for increased compensation only in situations where the CONFIRE Director or designee has determined such a need exists. Prior to implementation, the Human Resources Director, or designated representative, shall meet and consult with Teamsters. Such recommendation is at the discretion of the CONFIRE Director or designee not to exceed the term of the existing Memorandum of Understanding, subject to the Board of Directors review and approval.

## REEMPLOYMENT

(a) A regular employee who has separated CONFIRE employment, and who is subsequently rehired in the same

classification in a regular position beginning the first day of work by the 365th calendar day, may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Retirement Medical Trust Fund Article), subject to the approval and conditions established by the CONFIRE Director or designee, and the Human Resources Director or designee. Upon approval, such employees begin accruing vacation and sick leave and may utilize the same immediately. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Board of Retirement. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Director or designee. The employee shall be provided a new date of hire for purposes of seniority.

(b) A regular employee who has separated CONFIRE employment and who is subsequently rehired to a regular position in the same job family beginning the first day of work by the 365th day, may receive restoration of vacation accrual rate, sick leave, and employee retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leaves and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Director or designee. The employee shall be provided a new date of hire for purposes of seniority.

(c) A regular employee who has separated CONFIRE employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and employee retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Director or designee. The employee shall be provided a new date of hire for purposes of seniority.

(d) Reemployment from Layoff – A regular employee who has been laid off from CONFIRE employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate, sick leave in the same manner as described above. Restoration of employee retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.

If the employee is rehired in the same classification and department from which laid off, the employee shall receive restoration of salary step and shall not be required to serve a new probationary period, but shall suffer loss of seniority by being provided a new hire date. Employees not rehired in the same classification from which laid off shall suffer loss of seniority by being provided a new hire date and shall be required to serve a new probationary period unless such requirement is waived by the Human Resources Director or designee.

(e) For purposes of this article and limited to the restoration of salary step, vacation accrual rate, sick leave balance and the employee retirement plan contribution rate, the date an offer of reemployment is made and accepted shall be considered as the first day worked.

(f) For purposes of this article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of CONFIRE employment.

## RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during a thirty-one (31) day period commencing 180 days prior to expiration of this Agreement a written request to commence negotiations, as well as its written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

The first order of business shall be negotiation of ground rules. By conclusion of the second meeting, ground rules shall be established regarding the form and procedure for exchanging further proposals and counter-proposals.

## RETIREMENT MEDICAL TRUST

**Section 1: Eligibility**

A Retirement Medical Trust Fund has been established for eligible employees. The Trust is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of Section 501(c)(9) of the Internal Revenue Code.

The Trust is administered by a Board of Trustees who manages the resources of the Trust Fund and determines appropriate investment options and administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by participants or their eligible dependents as defined by IRC Section 152, are properly reimbursed. The Trust will establish individual accounts for each participant who will be credited with earnings/losses based upon the investment performance of the participant's individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for the County. All of the distributions from the Trust Fund made to participants or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical and other eligible insurance premiums) will also be non-taxable to the participants or the eligible dependent(s).

**Section 2: Sick Leave Conversion Eligibility**

Eligible employees are those employees with ten (10) or more years of participation in the San Bernardino County Employees' Retirement Association (SBCERA), or those employees who receive a disability retirement. Participation in other public sector retirement system(s) may also be counted towards the ten (10) year requirement provided that the employee is also a participant in SBCERA and did not withdraw their contributions from the retirement system(s). Those eligible employees with ten (10) or more years of combined contributions to SBCERA and other eligible public sector retirement system(s) must complete a Prior Service Credit Request form and submit it to the Retirement Medical Trust Plan Administrator for approval. A letter from the public sector retirement system(s) confirming that contributions have not been withdrawn must accompany the form.

**Section 3: Sick Leave Conversion Formula**

All eligible employees as provided in Section 2 above will be required to contribute the cash value of their unused sick leave balances to the Trust upon separation from CONFIRE service for reasons other than death in accordance with the formula table below.

| Amount of Remaining Sick Leave Hours | Cash Formula Value |
|---|---|
| 80 to 480 hours | 40% |
| 481 to 600 hours | 45% |
| 601 to 720 hours | 50% |
| 721 to 840 hours | 55% |
| 841 to 1,400 hours | 65% |

**Section 4: Death**

Upon the death of an active employee with ten (10) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased person shall be paid for all unused sick leave balances in accordance with the sick leave conversion formula table of Section 3 of this article.

**Section 5: CONFIRE Contributions**

CONFIRE shall contribute to the Trust one half percent (0.5%) of the base biweekly salary of eligible employees who have completed more than one (1) year of continuous service in a regular position. Employees who have completed more than five (5) years of continuous service in a regular position shall have one percent (1.0%) of their base biweekly salary contributed to the Trust by CONFIRE.

CONFIRE shall contribute to the Trust one half percent (0.5%) of the base biweekly salary of eligible employees who have completed more than one (1) year of continuous service in a regular position. Employees who have completed more than five (5) years but less than ten (10) years of continuous service in a regular position shall have one percent (1.0%) of their base biweekly salary contributed to the Trust by CONFIRE. Employees who have completed more than ten (10) years but less than sixteen (16) years of continuous service in a regular position shall have one and half percent (1.5%) of their base biweekly salary contributed to the Trust by CONFIRE. Employees who have completed more than sixteen (16) years of continuous service in a regular position shall have two percent (2.0%) of their base biweekly salary contributed to the Trust by CONFIRE.

Contributions to the Trust shall not be considered earnable compensation.

## RETIREMENT SYSTEM CONTRIBUTIONS

**Section 1: Eligibility**

Under the provisions of the County Employee's Retirement Law of 1937, all employees in regular positions who are regularly scheduled to work for a minimum of forty (40) hours per pay period shall become members of the San Bernardino County Employees Retirement Association (SBCERA).

Exception: Employees first hired at age sixty (60) or over may choose not to become members of SBCERA at the time of hire. If this election is made, the employee will participate in the County's PST Deferred Compensation Retirement Plan. Said employee shall contribute seven and one-half percent (7.5%) of the employee's biweekly gross earnings. The employee's contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee's earnings. Employees shall automatically be enrolled in the Plan upon notification from the SBCERA that the employee has opted out of SBCERA membership.

**Section 2: Employee Contributions**

Retirement System contributions shall be paid by the employee. The County's Auditor-Controller/Treasurer/Tax Collector shall implement the pick-up of such Retirement System contributions under Internal Revenue Code

Section 414(h)(2).

CONFIRE shall make member contributions under this Section on behalf of the employee, which shall be in lieu of the employee's contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom CONFIRE picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by CONFIRE under this Section shall be treated as compensation paid to CONFIRE employees for all other purposes.

No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

**Section 3: Special Provisions**

Employees with at least twenty-five (25) years of service as set forth in Government Code Section 31625.3 as of January 29, 2013 and who either had or thereafter attain thirty (30) years of service credit as set forth in Government Code Section 31625.3 and no longer make retirement contributions under the provisions of the County Employees' Retirement Law of 1937, shall have one opportunity during the employee's employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods. Such payments may begin no sooner than the pay period following Board of Directors approval of this Agreement.

**Section 4: Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees' Retirement Association (SBCERA)**

Survivor Benefits are payable to employed general retirement members with at least eighteen (18) months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee bi-weekly contribution will be paid to SBCERA as provided in annual actuarial study.

## RETURN TO WORK COMPENSATION

**Section 1: Purpose**

Return-to-work compensation is designed to compensate regular employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three (3) types of return-to-work compensation covered by this Article: on-call, standby, and call-back. Assignment and approval of return-to-work compensation shall be made by the CONFIRE Director or designee based upon the needs of the service.

**Section 2: On-Call Compensation**

(a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.

(b) Employees assigned to be on-call shall (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. The CONFIRE Director, or designee, may establish time periods to respond of more than one hour. Employees not assigned to on-call duty have no obligation to meet these requirements.

(c) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.

(d) On-call duty shall be compensated at the rate of two dollars and fifty cents ($2.50) per hour. On-call time shall not count as hours worked.

(e) The employee shall not receive on-call compensation once the employee begins work.

**Section 3: Standby Compensation**

(a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.

(b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee's home and the work site; and (3) refrain from activities which might impair their ability to perform assigned duties. Employees can also be given a designated time to report by the CONFIRE Director or designee.

(c) Standby duty shall be compensated at minimum wage as provided by the California Industrial Welfare Commission for each hour of standby duty or portion thereof. Standby hours under this Article shall count as hours for overtime purposes.

Examples of application of this provision for computing overtime:

Employee earning $10.00 per hour works 40 hours in a work period, plus 20 hours of standby.

40 hours x $10.00 (base salary rate)[1] = $400.00

20 hours x $ 8.00 (minimum wage*) = $160.00

$560.00

$560.00 divided by 60 hours worked (regular rate of pay)[2] = $ 9.33 $9.33 x 1-1/2 (overtime rate) = $13.96

Pay for this week would be:

| | | |
|---|---|---|
| 40 hours x $ 9.33 (regular rate of pay) = | | $373.20 |
| 20 hours x $13.96 (overtime rate) | = | $279.20 |
| TOTAL PAY | = | $652.40 |

[1]Base salary rate is defined in article on Salary Adjustment.

[2]Regular rate of pay is defined within the requirements of the Fair Labor Standards Act to include all remuneration for employment paid to the employee. When more than one rate of pay is paid for hours worked, the regular rate of pay is calculated using the weighted average of the rates of pay.

*This is an example only and may not contain the current State minimum wage.

(d) The employee shall not receive standby compensation once the employee begins work.

**Section 4: Emergency Recall Compensation**

(a) Emergency Recall Compensation pay is used when an employee in a regular position returns to active duty

and the work site at the request of the CONFIRE Director, or designee, due to an unforeseen issue impacting staffing, major emergency, or similar incident/occurrence. Emergency Recall Compensation should only be used on rare occasions. An employee need not be assigned to on-call or standby duty to be entitled to receive Emergency Recall Compensation.

(b) Emergency Recall Compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each emergency recall occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the Article on "Overtime."

(c) Employees shall not be eligible for Emergency Recall Compensation in the following situations: (1) Special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be accumulative and shall be considered as time actually worked for the purposes of the Article on "Overtime."

## SALARY ADJUSTMENTS

**Section 1: Salary Schedule – Across the Board Salary Increases**

(a) **3.00%** - Effective February 21, 2026, CONFIRE shall provide all classifications covered by the MOU a three percent (3.00%) across the board salary increase. The parties agree to divert one percent (1.00%) from the February 21, 2026 across the board increase to the Teamsters 1932 Retiree Component of the Teamsters Healthcare Trust. The diversion of the across the board increase will result in an employee contribution to the Teamsters Healthcare Trust as defined under Section 6(c) of the Healthcare Trust Article.

(b) **3.00%** - Effective February 20, 2027, CONFIRE shall provide all classifications covered by the MOU a three percent (3.00%) across the board salary increase. The parties agree to divert one-half percent (0.50%) from the February 20, 2027 across the board increase to the Teamsters 1932 Retiree Component of the Teamsters Healthcare Trust. The diversion of the across the board increase will result in an employee contribution to the Teamsters Healthcare Trust as defined under Section 6(c) of the Healthcare Trust Article.

**Section 2: Equity**

Effective the pay period following Administrative Committee approval, CONFIRE shall provide all bargaining unit classifications with a four and one-half percent (4.50%) equity increase.

Step hours shall not be reset for employees who receive an equity increase. Therefore, employees shall be eligible to advance to the next step, if applicable, upon completion of 1,040 service hours from their most recent merit advancement in accordance with the requirements of the Merit Advancements Article.

The parties agree to divert one-half percent (0.50%) from this equity increase to the Teamsters 1932 Retiree Component of the Teamsters Healthcare Trust. The diversion of the equity increase will result in an employee contribution to the Teamsters Healthcare Trust as defined under Section 6(c) of the Healthcare Trust Article.

**Section 3: New Top Step**

Effective July 25, 2026, CONFIRE shall add a new top step at approximately two and one-half percent (2.5%) above the then current top step for all non-trainee salary ranges. Employees who are at the existing top step on

that date and have completed 1,040 service hours at that step and meeting job performance standards prior to the effective date of the new top step, are eligible to advance on July 25, 2026.

**Section 4: Administration**

For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Appendix B. Base salary rate shall mean the hourly rate of pay established pursuant to the step placement within the base salary range as provided in this Agreement, as appropriate.

## SALARY RATES AND STEP ADVANCEMENTS

New employees shall be hired at the 1 step of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs through step 7 with the approval of the appointing authority and through top step with the approval of the Human Resources Director or designee.

Within the base salary range, all step advancements will be made automatically at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance and appointing authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Article “Merit Advancements”.

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements.

Step advancements within a base salary range shall be based upon a one (1) step increment, approximately two and one-half percent (2.5%). The employee shall be eligible for the first step advancement after completion of 1040 hours until the top step of the range is reached.

Example 1:

| Hire step | 1 |
|---|---|
| After 1,040 hours* | 2 |
| After additional 1,040 hours* | 3 |
| After additional 1,040 hours* | 4 |
| After additional 1,040 hours* | 5 |
| After each additional 1,040 hours until the top step of the range is reached* | 6 |

*Assumes satisfactory work performance and appointing authority recommendation.

Example 2:

| Hire step | 5 |
|---|---|
| After 1,040 hours* | 6 |
| After additional 1,040 hours* | 7 |
| After additional 1,040 hours* | 8 |
| After each additional 1,040 hours until the top step of the range is reached* | 9 |

*Assumes satisfactory work performance and appointing authority recommendation.

An appointing authority may request in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of the Director of Human Resources and the final approval of the CONFIRE Communications Director or his/her designee. The Human Resources Director or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

## SECTION 125 PREMIUM CONVERSION PLAN

(a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.

(b) Benefit elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.

(c) To be eligible for the Section 125 Premium Conversion Plan, an employee must be eligible to participate in medical, dental, vision, AD&D, and/or life insurance and have a premium deduction for any of these benefit plans.

(d) Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) calendar days of the initial or subsequent eligibility period in a manner and on such forms designated by the County Human Resources Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan Year.

(e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. The employee must submit request for a change due to a mid-year qualifying event within sixty (60) calendar days of the qualifying event. The County's Human Resources Employee Benefits and Services Division will authorize changes as long as the change is made on account of, and consistent with, an employee's change in status.

## STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. The employee shall be present at the assigned work location and ready to begin work at the start of the standard tour of duty. For payroll purposes, a regularly scheduled tour of duty, which commences before midnight and ends the following day shall be reported as time worked for the day in which the tour of duty began. The appointing authority shall establish the actual number of hours, which comprises the standard tour of duty for each position. The appointing authority may modify or change the number of hours in a standard day, tour of duty or shift for each position to meet the needs of the service. When appointing authorities find it necessary to make such modifications or changes, they shall notify the affected employee(s) in writing indicating the proposed change prior to its implementation advising them to contact Teamsters or the appointing authority if they have any questions. Any such modifications or changes may not be implemented until the affected employee has received a minimum notice of fourteen (14) calendar days, unless the employee(s) specifically consents to a lesser time period, or in the event of an emergency. If the change affects a significant number of employees, Teamsters shall be notified. When a change would affect a significant number of employees and Teamsters requests to meet and confer regarding the impact of the change on employees, the first step, within ten (10) calendar days of the notification of change, shall be to meet to discuss the impact of schedule changes on employees. The phrase "significant number" shall mean: (a) a majority of the employees in this Unit; (b) a majority of the employees within a department, division, or work unit; or (c) all of the employees within a specific classification in this Unit. If the parties are unable to reach agreement on the impact of the schedule change, either party may request the assistance of a mediator. The parties shall make every effort to complete the mediation process within thirty (30) calendar days from the date the mediator was requested.

## STATE DISABILITY INSURANCE

CONFIRE agrees to pay the premium for state disability insurance for each employee in a regular position.

## TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

Employees directed to continuously perform duties in a vacant higher level regular position for which funds have been appropriated, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring greater level of skill(s) may be granted additional compensation. No award shall be made in any situation related to a vacation, short-term illness or other temporary relief. For the purpose of the Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

(a) Eligibility Criteria – Employees will normally have regular status and not be in a probationary or trainee status. There must be evidence of the employee's ability to competently perform the new assignment as determined by the Human Resources Director or designee, and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.

(b) Assignment Criteria.

(1) For purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be:

(i) An unoccupied position due to attrition;

(ii) A position from which the incumbent is on extended leave of absence. An incumbent on vacation or holiday leave will not be considered to be on an extended leave of absence unless vacation or holiday leave are being used in lieu of sick leave, or as part of a Special Leave as defined in Section (7) of the Article on "Leave Provisions."

(iii) A new position authorized by the Board of Directors.

(2) The CONFIRE Director, or designee, shall certify in writing to the Human Resources Director or designee, at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position. This provision shall not be used to circumvent the merit system of promotion.

(3) It shall be the responsibility of the CONFIRE Director, or designee, to initiate a request for an Assignment to Vacant Higher Level Position, and to provide a copy of such request to the employee. Written requests may also be made by the employee or Teamsters via the CONFIRE Director, or designee. Requests for an Assignment to Vacant Higher Level Position should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of an Assignment to Vacant Higher Level Position must be filed with Human Resources as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by the Human Resources Director or designee. Failure to meet this time limitation shall waive any and all rights to retroactive pay.

(4) Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

(c) Compensation - Compensation shall be awarded in pay period increments.

(1) Assignment to Vacant Higher Level Positions. Employees performing the duties of a vacant higher level position shall be entitled to a salary rate increase to the higher level for time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher level position in accordance with the Salary Rate and Step Advancement and Merit Advancement Articles.

The employee shall continue to receive benefits associated with his/her pre-assignment occupational Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Overtime compensation shall be administered according to the FLSA status of the higher level position. Upon assignment to the higher level position, the employee's service hours for determining salary step in the pre-assignment position shall continue to accrue. Upon completion of assignment, the employee shall be returned to his/her former position classification. If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a Work Performance Evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and no evaluation has been completed or if the employee was not rated at least "Meets Job Standards,"

the employee shall be evaluated within three (3) pay periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive his/her step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification. Step placement upon promotion to the same or other higher level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.

(2) Special Assignment Compensation. Requests for Special Assignment Compensation may be initiated by the CONFIRE Director or designee, or an employee via the CONFIRE Director or designee. The requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Selected positions may be authorized for Special Assignment Compensation, rather than being permanently reclassified to a higher level, to allow for employee rotation to enhance upward mobility. It is important to obtain Human Resources Division review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary Performance Compensation is to be effective only with the CONFIRE Director or designee and the Human Resources Director's or designee written approval, assignment of the greater level of duties, and signed acceptance by the employee. The subsequent final and binding decision for application of Special Assignment Compensation as well as the amount to be awarded shall be determined in writing by the CONFIRE Director, or designee, and the Human Resources Director or designee within thirty (30) days following submission.

Special assignment compensation will be in the form of a bonus equivalent to a specified percentage of the employee's base pay. The CONFIRE Director, or designee, will determine the amount in increments of one-half percent (.5%) from a minimum of two and one-half percent (2.5%) up to a maximum of seven and one-half (7.5%). It is the responsibility of the requesting District to bear the cost of additional compensation. The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of calculating overtime. In no case will awards be made retroactively to the date preceding the date of approval by the CONFIRE Director, or designee.

The CONFIRE Director, or designee, and the employee bear mutual responsibility for adherence to the Special Assignment Compensation provision as defined above. The CONFIRE Director, or designee, has the final and binding authority in the review process to apply or not apply Special Assignment Compensation and if awarded, the amount. Requests for Temporary Performance Compensation shall be reviewed by the Human Resources Director or designee. Denial of compensation shall not be subject to review, appeal, or the grievance procedure. At the end of the one (1) calendar year assignment, special compensation leave may be renewed by the CONFIRE Director, or designee.

## TEAMSTERS TRAINING CENTER

In partnership with Teamsters, CONFIRE agrees to evaluate Teamsters Local 1932 Training Center educational/certificate program curriculum to link job related skills and their applicability to identified CONFIRE entry level job classifications.

CONFIRE will determine which job announcements may be considered to benefit from a substitution to the minimum eligibility requirements, examples include length of experience and/or job skills. This substitution may

allow job applicants to meet the minimum eligibility requirements as part of the examination process (See Personnel Rule 4).

Training Center enrollees seeking CONFIRE employment must provide a valid certificate or other acceptable proof of successful program completion at the time of application.

## TERM

The term of this Memorandum of Understanding shall commence upon approval by the CONFIRE Board. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on February 28, 2028. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of February 28, 2028, the terms and conditions required by law shall continue in effect until a successor Memorandum of Understanding is ratified by the membership and approved by the Board of Directors or the dispute resolution procedure has been exhausted, whichever occurs sooner.

## UNIFORM VOUCHER

CONFIRE will provide a maximum of $400.00 per fiscal year for uniform purchase and replacement of a specified uniform. The employee is responsible for the purchase and replacement of such uniform to include approved pants, shirts, jackets, sweatshirts, belts, and shoes or boots. All such purchases and replacement of uniforms shall be made with such vendors as are selected by CONFIRE and CONFIRE Director shall make direct payment to the vendor up to the specified amount. Unused amounts shall not be carried over to the following fiscal year. Employees who are on long-term leave of absence (6 pay periods or greater) who do not return to work will forfeit any unused and future uniform allowance.

## USE OF BULLETIN BOARDS

CONFIRE will furnish a reasonable portion of existing bulletin board space for notices of Teamsters. Only areas designated by the CONFIRE Director, or designee, may be used for posting of notices. Bulletin boards shall only be used for the following notices:

(a) Scheduled Teamsters meetings, agenda and minutes.

(b) Information on Teamsters elections and the results.

(c) Information regarding Teamsters social, recreational, and related news bulletins.

(d) Reports of official business of Teamsters, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not involve CONFIRE or its relations with CONFIRE employees. All notices to be posted must be dated and signed by an authorized representative of Teamsters.

CONFIRE equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by CONFIRE employees during their regular work time. Teamsters may utilize CONFIRE's interdepartmental mail system provided Teamsters picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by CONFIRE, and Teamsters holds CONFIRE harmless against any loss or delays in delivery.

## USE OF CONFIRE RESOURCES

Teamsters will be granted permission to use CONFIRE facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with CONFIRE needs. Permission to use CONFIRE facilities must be obtained by Teamsters from the CONFIRE Director, or appropriate designee. Teamsters shall be held fully responsible for any damages to and the security of any CONFIRE Director facilities that are used by Teamsters. No CONFIRE vehicles, equipment, time, or supplies may be used in connection with any activity of Teamsters, except as may be otherwise provided in this Agreement.

## VISION CARE INSURANCE

CONFIRE agrees to pay the premium for vision care insurance for non-safety employees and their dependents, as offered through the County and required pursuant to applicable law (e.g., FMLA). If an employee is no longer eligible for CONFIRE-paid vision care insurance, the employee will have the option of enrolling in COBRA continuation coverage.

## VOLUNTARY TIME OFF

Voluntary Time Off (VTO) Program is intended to provide employees in a time of fiscal difficulties a means of taking unpaid (i.e., non-compensated) time off work without losing fringe benefits (e.g., Medical Premium Subsidy, Dental Premium Subsidy, Opt-out/Waive amount, vision care, RMT contribution, and life insurance) which depend on the employee being in a paid status. The following conditions apply:

(a) VTO may be taken in the same increments as vacation time except that the increment is one hour and is limited to eighty (80) hours per fiscal year.

(b) When VTO is taken, leave accruals continue as if the employee was on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee takes the vacation time off during the first thirteen (13) pay periods of the following fiscal year.

(c) VTO time counts toward satisfying the minimum hour requirement to receive the fringe benefits, such as Medical Premium Subsidy, Dental Premium Subsidy, Opt Out/Waive amount, County-paid life insurance, and County-paid vision care.

(d) VTO does not count as hours worked for purposes of computing overtime. County Contributions to the retirement system under the Retirement System Contribution Article will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution in that pay period, subject to applicable law.

(e) VTO may not be used for situations that would otherwise require Leave Without Pay, or in conjunction with Leave Without Pay. VTO may be used only by an employee who is otherwise on paid status.

(f) VTO is an entirely voluntary program. No employee may be required to take VTO.

(g) VTO may be taken by request of the employee and upon approval of the CONFIRE Director, or designee.

## WORK DISRUPTION

The parties agree that no work disruptions shall be caused or sanctioned by Teamsters during the term of this agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operation of CONFIRE, or any curtailment of work, disruption, or interference with the operations of CONFIRE.

The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs.

The parties acknowledge that participation of any employee in an illegal concerted work action against CONFIRE is grounds for disciplinary action, including termination.

The parties agree that no lockout of employees shall be instituted by CONFIRE during the term of this Agreement, unless such work disruptions occur.

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## APPENDIX A – APPROVAL BY BOARD OF DIRECTORS

This Agreement is subject to approval by the Board of Directors. The parties hereto agree to perform whatever acts are necessary, both jointly, and separately, to urge the Board to approve and enforce this Agreement.

Following approval of this Agreement by the Board, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

DATED: _____

**CONSOLIDATED FIRE AGENCIES JPA**

DocuSigned by:
Leo Gonzalez 9/18/2025
5803820A5CDE4EC...

**LEONARDO GONZALEZ**
Human Resources Director

**TEAMSTERS LOCAL 1932**

DocuSigned by:
Natalie Harts 9/18/2025
5203FCBA7E1840D...

**NATALIE HARTS**
Business Agent

**RECOMMENDED FOR ADMINISTRATIVE COMMITTEE APPROVAL**

**DAN HARKER**, Fire Chief, Loma Linda Fire Dept
Administrative Committee Chair

Date

## APPENDIX B – SALARY CLASSIFICATIONS

| JOB CODE | CLASSIFICATION TITLE | UNIT | RANGE |
|---|---|---|---|
| FD-46227 | Call Taker | ESU | AV0 |
| FD-44816 | Dispatcher Trainee | ESU | AVT |
| FD-44813 | Dispatcher | ESU | AV3 |
| FD-44814 | Supervising Dispatcher | ESU | AV7 |

# APPENDIX C – SALARY SCHEDULE

**Effective 10/4/2025 - 4.50% Equity**

| Range | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **46227 - Call Taker** | | | | | | | | | | | | | | | |
| **AVO** | **Hourly** | **$ 23.01** | **$ 23.58** | **$ 24.14** | **$ 24.72** | **$ 25.36** | **$ 26.00** | **$ 26.64** | **$ 27.28** | **$ 27.95** | **$ 28.64** | **$ 29.32** | **$ 30.04** | **$ 30.79** | **$ 31.56** |
| | **Bi-Weekly** | $ 1,840.80 | $ 1,886.40 | $ 1,931.20 | $ 1,977.60 | $ 2,028.80 | $ 2,080.00 | $ 2,131.20 | $ 2,182.40 | $ 2,236.00 | $ 2,291.20 | $ 2,345.60 | $ 2,403.20 | $ 2,463.20 | $ 2,524.80 |
| | **Monthly** | $ 3,988.40 | $ 4,087.20 | $ 4,184.27 | $ 4,284.80 | $ 4,395.73 | $ 4,506.67 | $ 4,617.60 | $ 4,728.53 | $ 4,844.67 | $ 4,964.27 | $ 5,082.13 | $ 5,206.93 | $ 5,336.93 | $ 5,470.40 |
| | **Annual** | $ 47,860.80 | $ 49,046.40 | $ 50,211.20 | $ 51,417.60 | $ 52,748.80 | $ 54,080.00 | $ 55,411.20 | $ 56,742.40 | $ 58,136.00 | $ 59,571.20 | $ 60,985.60 | $ 62,483.20 | $ 64,043.20 | $ 65,644.80 |
| | | | | | | | | | | | | | | | |
| **44816 -Dispatcher Trainee** | | | | | | | | | | | | | | | |
| **AVT** | **Hourly** | **$ 27.26** | **$ 27.92** | **$ 28.62** | **$ 29.31** | **$ 30.04** | **$ 30.79** | **$ 31.55** | **$ 32.31** | **$ 33.11** | **$ 33.97** | **$ 34.79** | **$ 35.64** | **$ 36.49** | |
| | **Bi-Weekly** | $ 2,180.80 | $ 2,233.60 | $ 2,289.60 | $ 2,344.80 | $ 2,403.20 | $ 2,463.20 | $ 2,524.00 | $ 2,584.80 | $ 2,648.80 | $ 2,717.60 | $ 2,783.20 | $ 2,851.20 | $ 2,919.20 | |
| | **Monthly** | $ 4,725.07 | $ 4,839.47 | $ 4,960.80 | $ 5,080.40 | $ 5,206.93 | $ 5,336.93 | $ 5,468.67 | $ 5,600.40 | $ 5,739.07 | $ 5,888.13 | $ 6,030.27 | $ 6,177.60 | $ 6,324.93 | |
| | **Annual** | $ 56,700.80 | $ 58,073.60 | $ 59,529.60 | $ 60,964.80 | $ 62,483.20 | $ 64,043.20 | $ 65,624.00 | $ 67,204.80 | $ 68,868.80 | $ 70,657.60 | $ 72,363.20 | $ 74,131.20 | $ 75,899.20 | |
| | | | | | | | | | | | | | | | |
| **44813 - Dispatcher** | | | | | | | | | | | | | | | |
| **AV3** | **Hourly** | **$ 31.51** | **$ 32.26** | **$ 33.04** | **$ 33.88** | **$ 34.74** | **$ 35.60** | **$ 36.44** | **$ 37.35** | **$ 38.26** | **$ 39.24** | **$ 40.18** | **$ 41.18** | **$ 42.22** | **$ 43.24** |
| | **Bi-Weekly** | $ 2,520.80 | $ 2,580.80 | $ 2,643.20 | $ 2,710.40 | $ 2,779.20 | $ 2,848.00 | $ 2,915.20 | $ 2,988.00 | $ 3,060.80 | $ 3,139.20 | $ 3,214.40 | $ 3,294.40 | $ 3,377.60 | $ 3,459.20 |
| | **Monthly** | $ 5,461.73 | $ 5,591.73 | $ 5,726.93 | $ 5,872.53 | $ 6,021.60 | $ 6,170.67 | $ 6,316.27 | $ 6,474.00 | $ 6,631.73 | $ 6,801.60 | $ 6,964.53 | $ 7,137.87 | $ 7,318.13 | $ 7,494.93 |
| | **Annual** | $ 65,540.80 | $ 67,100.80 | $ 68,723.20 | $ 70,470.40 | $ 72,259.20 | $ 74,048.00 | $ 75,795.20 | $ 77,688.00 | $ 79,580.80 | $ 81,619.20 | $ 83,574.40 | $ 85,654.40 | $ 87,817.60 | $ 89,939.20 |
| | | | | | | | | | | | | | | | |
| **44814 - Supervising Dispatcher** | | | | | | | | | | | | | | | |
| **AV7** | **Hourly** | **$ 36.40** | **$ 37.28** | **$ 38.21** | **$ 39.11** | **$ 40.12** | **$ 41.13** | **$ 42.09** | **$ 43.17** | **$ 44.21** | **$ 45.33** | **$ 46.47** | **$ 47.58** | **$ 48.78** | **$ 50.01** |
| | **Bi-Weekly** | $ 2,912.00 | $ 2,982.40 | $ 3,056.80 | $ 3,128.80 | $ 3,209.60 | $ 3,290.40 | $ 3,367.20 | $ 3,453.60 | $ 3,536.80 | $ 3,626.40 | $ 3,717.60 | $ 3,806.40 | $ 3,902.40 | $ 4,000.80 |
| | **Monthly** | $ 6,309.33 | $ 6,461.87 | $ 6,623.07 | $ 6,779.07 | $ 6,954.13 | $ 7,129.20 | $ 7,295.60 | $ 7,482.80 | $ 7,663.07 | $ 7,857.20 | $ 8,054.80 | $ 8,247.20 | $ 8,455.20 | $ 8,668.40 |
| | **Annual** | $ 75,712.00 | $ 77,542.40 | $ 79,476.80 | $ 81,348.80 | $ 83,449.60 | $ 85,550.40 | $ 87,547.20 | $ 89,793.60 | $ 91,956.80 | $ 94,286.40 | $ 96,657.60 | $ 98,966.40 | $ 101,462.40 | $ 104,020.80 |

**Effective 02/21/2026 - 3.00% Across the Board Increase**

| Range | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **46227 - Call Taker** | | | | | | | | | | | | | | | |
| **AVO** | **Hourly** | **$ 23.70** | **$ 24.29** | **$ 24.86** | **$ 25.46** | **$ 26.12** | **$ 26.78** | **$ 27.44** | **$ 28.10** | **$ 28.79** | **$ 29.50** | **$ 30.20** | **$ 30.94** | **$ 31.71** | **$ 32.51** |
| | **Bi-Weekly** | $ 1,896.00 | $ 1,943.20 | $ 1,988.80 | $ 2,036.80 | $ 2,089.60 | $ 2,142.40 | $ 2,195.20 | $ 2,248.00 | $ 2,303.20 | $ 2,360.00 | $ 2,416.00 | $ 2,475.20 | $ 2,536.80 | $ 2,600.80 |
| | **Monthly** | $ 4,108.00 | $ 4,210.27 | $ 4,309.07 | $ 4,413.07 | $ 4,527.47 | $ 4,641.87 | $ 4,756.27 | $ 4,870.67 | $ 4,990.27 | $ 5,113.33 | $ 5,234.67 | $ 5,362.93 | $ 5,496.40 | $ 5,635.07 |
| | **Annual** | $ 49,296.00 | $ 50,523.20 | $ 51,708.80 | $ 52,956.80 | $ 54,329.60 | $ 55,702.40 | $ 57,075.20 | $ 58,448.00 | $ 59,883.20 | $ 61,360.00 | $ 62,816.00 | $ 64,355.20 | $ 65,956.80 | $ 67,620.80 |
| | | | | | | | | | | | | | | | |
| **44816 -Dispatcher Trainee** | | | | | | | | | | | | | | | |
| **AVT** | **Hourly** | **$ 28.08** | **$ 28.76** | **$ 29.48** | **$ 30.19** | **$ 30.94** | **$ 31.71** | **$ 32.50** | **$ 33.28** | **$ 34.10** | **$ 34.99** | **$ 35.83** | **$ 36.71** | **$ 37.58** | |
| | **Bi-Weekly** | $ 2,246.40 | $ 2,300.80 | $ 2,358.40 | $ 2,415.20 | $ 2,475.20 | $ 2,536.80 | $ 2,600.00 | $ 2,662.40 | $ 2,728.00 | $ 2,799.20 | $ 2,866.40 | $ 2,936.80 | $ 3,006.40 | |
| | **Monthly** | $ 4,867.20 | $ 4,985.07 | $ 5,109.87 | $ 5,232.93 | $ 5,362.93 | $ 5,496.40 | $ 5,633.33 | $ 5,768.53 | $ 5,910.67 | $ 6,064.93 | $ 6,210.53 | $ 6,363.07 | $ 6,513.87 | |
| | **Annual** | $ 58,406.40 | $ 59,820.80 | $ 61,318.40 | $ 62,795.20 | $ 64,355.20 | $ 65,956.80 | $ 67,600.00 | $ 69,222.40 | $ 70,928.00 | $ 72,779.20 | $ 74,526.40 | $ 76,356.80 | $ 78,166.40 | |
| | | | | | | | | | | | | | | | |
| **44813 - Dispatcher** | | | | | | | | | | | | | | | |
| **AV3** | **Hourly** | **$ 32.46** | **$ 33.23** | **$ 34.03** | **$ 34.90** | **$ 35.78** | **$ 36.67** | **$ 37.53** | **$ 38.47** | **$ 39.41** | **$ 40.42** | **$ 41.39** | **$ 42.42** | **$ 43.49** | **$ 44.54** |
| | **Bi-Weekly** | $ 2,596.80 | $ 2,658.40 | $ 2,722.40 | $ 2,792.00 | $ 2,862.40 | $ 2,933.60 | $ 3,002.40 | $ 3,077.60 | $ 3,152.80 | $ 3,233.60 | $ 3,311.20 | $ 3,393.60 | $ 3,479.20 | $ 3,563.20 |
| | **Monthly** | $ 5,626.40 | $ 5,759.87 | $ 5,898.53 | $ 6,049.33 | $ 6,201.87 | $ 6,356.13 | $ 6,505.20 | $ 6,668.13 | $ 6,831.07 | $ 7,006.13 | $ 7,174.27 | $ 7,352.80 | $ 7,538.27 | $ 7,720.27 |
| | **Annual** | $ 67,516.80 | $ 69,118.40 | $ 70,782.40 | $ 72,592.00 | $ 74,422.40 | $ 76,273.60 | $ 78,062.40 | $ 80,017.60 | $ 81,972.80 | $ 84,073.60 | $ 86,091.20 | $ 88,233.60 | $ 90,459.20 | $ 92,643.20 |
| | | | | | | | | | | | | | | | |
| **44814 - Supervising Dispatcher** | | | | | | | | | | | | | | | |
| **AV7** | **Hourly** | **$ 37.49** | **$ 38.40** | **$ 39.36** | **$ 40.28** | **$ 41.32** | **$ 42.36** | **$ 43.35** | **$ 44.47** | **$ 45.54** | **$ 46.69** | **$ 47.86** | **$ 49.01** | **$ 50.24** | **$ 51.51** |
| | **Bi-Weekly** | $ 2,999.20 | $ 3,072.00 | $ 3,148.80 | $ 3,222.40 | $ 3,305.60 | $ 3,388.80 | $ 3,468.00 | $ 3,557.60 | $ 3,643.20 | $ 3,735.20 | $ 3,828.80 | $ 3,920.80 | $ 4,019.20 | $ 4,120.80 |
| | **Monthly** | $ 6,498.27 | $ 6,656.00 | $ 6,822.40 | $ 6,981.87 | $ 7,162.13 | $ 7,342.40 | $ 7,514.00 | $ 7,708.13 | $ 7,893.60 | $ 8,092.93 | $ 8,295.73 | $ 8,495.07 | $ 8,708.27 | $ 8,928.40 |
| | **Annual** | $ 77,979.20 | $ 79,872.00 | $ 81,868.80 | $ 83,782.40 | $ 85,945.60 | $ 88,108.80 | $ 90,168.00 | $ 92,497.60 | $ 94,723.20 | $ 97,115.20 | $ 99,548.80 | $ 101,940.80 | $ 104,499.20 | $ 107,140.80 |

**Effective 07/25/2026 - 2.5% New Top Step**

| Range | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **46227 - Call Taker** | | | | | | | | | | | | | | | | |
| **AVO** | **Hourly** | **$ 23.70** | **$ 24.29** | **$ 24.86** | **$ 25.46** | **$ 26.12** | **$ 26.78** | **$ 27.44** | **$ 28.10** | **$ 28.79** | **$ 29.50** | **$ 30.20** | **$ 30.94** | **$ 31.71** | **$ 32.51** | **$ 33.32** |
| | **Bi-Weekly** | $ 1,896.00 | $ 1,943.20 | $ 1,988.80 | $ 2,036.80 | $ 2,089.60 | $ 2,142.40 | $ 2,195.20 | $ 2,248.00 | $ 2,303.20 | $ 2,360.00 | $ 2,416.00 | $ 2,475.20 | $ 2,536.80 | $ 2,600.80 | $ 2,665.60 |
| | **Monthly** | $ 4,108.00 | $ 4,210.27 | $ 4,309.07 | $ 4,413.07 | $ 4,527.47 | $ 4,641.87 | $ 4,756.27 | $ 4,870.67 | $ 4,990.27 | $ 5,113.33 | $ 5,234.67 | $ 5,362.93 | $ 5,496.40 | $ 5,635.07 | $ 5,775.47 |
| | **Annual** | $ 49,296.00 | $ 50,523.20 | $ 51,708.80 | $ 52,956.80 | $ 54,329.60 | $ 55,702.40 | $ 57,075.20 | $ 58,448.00 | $ 59,883.20 | $ 61,360.00 | $ 62,816.00 | $ 64,355.20 | $ 65,956.80 | $ 67,620.80 | $ 69,305.60 |
| | | | | | | | | | | | | | | | | |
| **44816 -Dispatcher Trainee** | | | | | | | | | | | | | | | | |
| **AVT** | **Hourly** | **$ 28.08** | **$ 28.76** | **$ 29.48** | **$ 30.19** | **$ 30.94** | **$ 31.71** | **$ 32.50** | **$ 33.28** | **$ 34.10** | **$ 34.99** | **$ 35.83** | **$ 36.71** | **$ 37.58** | **$ 38.52** | |
| | **Bi-Weekly** | $ 2,246.40 | $ 2,300.80 | $ 2,358.40 | $ 2,415.20 | $ 2,475.20 | $ 2,536.80 | $ 2,600.00 | $ 2,662.40 | $ 2,728.00 | $ 2,799.20 | $ 2,866.40 | $ 2,936.80 | $ 3,006.40 | $ 3,081.60 | |
| | **Monthly** | $ 4,867.20 | $ 4,985.07 | $ 5,109.87 | $ 5,232.93 | $ 5,362.93 | $ 5,496.40 | $ 5,633.33 | $ 5,768.53 | $ 5,910.67 | $ 6,064.93 | $ 6,210.53 | $ 6,363.07 | $ 6,513.87 | $ 6,676.80 | |
| | **Annual** | $ 58,406.40 | $ 59,820.80 | $ 61,318.40 | $ 62,795.20 | $ 64,355.20 | $ 65,956.80 | $ 67,600.00 | $ 69,222.40 | $ 70,928.00 | $ 72,779.20 | $ 74,526.40 | $ 76,356.80 | $ 78,166.40 | $ 80,121.60 | |
| | | | | | | | | | | | | | | | | |
| **44813 - Dispatcher** | | | | | | | | | | | | | | | | |
| **AV3** | **Hourly** | **$ 32.46** | **$ 33.23** | **$ 34.03** | **$ 34.90** | **$ 35.78** | **$ 36.67** | **$ 37.53** | **$ 38.47** | **$ 39.41** | **$ 40.42** | **$ 41.39** | **$ 42.42** | **$ 43.49** | **$ 44.54** | **$ 45.65** |
| | **Bi-Weekly** | $ 2,596.80 | $ 2,658.40 | $ 2,722.40 | $ 2,792.00 | $ 2,862.40 | $ 2,933.60 | $ 3,002.40 | $ 3,077.60 | $ 3,152.80 | $ 3,233.60 | $ 3,311.20 | $ 3,393.60 | $ 3,479.20 | $ 3,563.20 | $ 3,652.00 |
| | **Monthly** | $ 5,626.40 | $ 5,759.87 | $ 5,898.53 | $ 6,049.33 | $ 6,201.87 | $ 6,356.13 | $ 6,505.20 | $ 6,668.13 | $ 6,831.07 | $ 7,006.13 | $ 7,174.27 | $ 7,352.80 | $ 7,538.27 | $ 7,720.27 | $ 7,912.67 |
| | **Annual** | $ 67,516.80 | $ 69,118.40 | $ 70,782.40 | $ 72,592.00 | $ 74,422.40 | $ 76,273.60 | $ 78,062.40 | $ 80,017.60 | $ 81,972.80 | $ 84,073.60 | $ 86,091.20 | $ 88,233.60 | $ 90,459.20 | $ 92,643.20 | $ 94,952.00 |
| | | | | | | | | | | | | | | | | |
| **44814 - Supervising Dispatcher** | | | | | | | | | | | | | | | | |
| **AV7** | **Hourly** | **$ 37.49** | **$ 38.40** | **$ 39.36** | **$ 40.28** | **$ 41.32** | **$ 42.36** | **$ 43.35** | **$ 44.47** | **$ 45.54** | **$ 46.69** | **$ 47.86** | **$ 49.01** | **$ 50.24** | **$ 51.51** | **$ 52.80** |
| | **Bi-Weekly** | $ 2,999.20 | $ 3,072.00 | $ 3,148.80 | $ 3,222.40 | $ 3,305.60 | $ 3,388.80 | $ 3,468.00 | $ 3,557.60 | $ 3,643.20 | $ 3,735.20 | $ 3,828.80 | $ 3,920.80 | $ 4,019.20 | $ 4,120.80 | $ 4,224.00 |
| | **Monthly** | $ 6,498.27 | $ 6,656.00 | $ 6,822.40 | $ 6,981.87 | $ 7,162.13 | $ 7,342.40 | $ 7,514.00 | $ 7,708.13 | $ 7,893.60 | $ 8,092.93 | $ 8,295.73 | $ 8,495.07 | $ 8,708.27 | $ 8,928.40 | $ 9,152.00 |
| | **Annual** | $ 77,979.20 | $ 79,872.00 | $ 81,868.80 | $ 83,782.40 | $ 85,945.60 | $ 88,108.80 | $ 90,168.00 | $ 92,497.60 | $ 94,723.20 | $ 97,115.20 | $ 99,548.80 | $ 101,940.80 | $ 104,499.20 | $ 107,140.80 | $ 109,824.00 |

**Effective 02/20/2027 - 3.00% Across the Board Increase**

| Range | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 | Step 12 | Step 13 | Step 14 | Step 15 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **46227 - Call Taker** | | | | | | | | | | | | | | | | |
| **AVO** | **Hourly** | **$ 24.41** | **$ 25.02** | **$ 25.61** | **$ 26.22** | **$ 26.90** | **$ 27.58** | **$ 28.26** | **$ 28.94** | **$ 29.65** | **$ 30.39** | **$ 31.11** | **$ 31.87** | **$ 32.66** | **$ 33.49** | **$ 34.32** |
| | **Bi-Weekly** | $ 1,952.80 | $ 2,001.60 | $ 2,048.80 | $ 2,097.60 | $ 2,152.00 | $ 2,206.40 | $ 2,260.80 | $ 2,315.20 | $ 2,372.00 | $ 2,431.20 | $ 2,488.80 | $ 2,549.60 | $ 2,612.80 | $ 2,679.20 | $ 2,745.60 |
| | **Monthly** | $ 4,231.07 | $ 4,336.80 | $ 4,439.07 | $ 4,544.80 | $ 4,662.67 | $ 4,780.53 | $ 4,898.40 | $ 5,016.27 | $ 5,139.33 | $ 5,267.60 | $ 5,392.40 | $ 5,524.13 | $ 5,661.07 | $ 5,804.93 | $ 5,948.80 |
| | **Annual** | $ 50,772.80 | $ 52,041.60 | $ 53,268.80 | $ 54,537.60 | $ 55,952.00 | $ 57,366.40 | $ 58,780.80 | $ 60,195.20 | $ 61,672.00 | $ 63,211.20 | $ 64,708.80 | $ 66,289.60 | $ 67,932.80 | $ 69,659.20 | $ 71,385.60 |
| | | | | | | | | | | | | | | | | |
| **44816 -Dispatcher Trainee** | | | | | | | | | | | | | | | | |
| **AVT** | **Hourly** | **$ 28.92** | **$ 29.62** | **$ 30.36** | **$ 31.10** | **$ 31.87** | **$ 32.66** | **$ 33.48** | **$ 34.28** | **$ 35.12** | **$ 36.04** | **$ 36.90** | **$ 37.81** | **$ 38.71** | **$ 39.68** | |
| | **Bi-Weekly** | $ 2,313.60 | $ 2,369.60 | $ 2,428.80 | $ 2,488.00 | $ 2,549.60 | $ 2,612.80 | $ 2,678.40 | $ 2,742.40 | $ 2,809.60 | $ 2,883.20 | $ 2,952.00 | $ 3,024.80 | $ 3,096.80 | $ 3,174.40 | |
| | **Monthly** | $ 5,012.80 | $ 5,134.13 | $ 5,262.40 | $ 5,390.67 | $ 5,524.13 | $ 5,661.07 | $ 5,803.20 | $ 5,941.87 | $ 6,087.47 | $ 6,246.93 | $ 6,396.00 | $ 6,553.73 | $ 6,709.73 | $ 6,877.87 | |
| | **Annual** | $ 60,153.60 | $ 61,609.60 | $ 63,148.80 | $ 64,688.00 | $ 66,289.60 | $ 67,932.80 | $ 69,638.40 | $ 71,302.40 | $ 73,049.60 | $ 74,963.20 | $ 76,752.00 | $ 78,644.80 | $ 80,516.80 | $ 82,534.40 | |
| | | | | | | | | | | | | | | | | |
| **44813 - Dispatcher** | | | | | | | | | | | | | | | | |
| **AV3** | **Hourly** | **$ 33.43** | **$ 34.23** | **$ 35.05** | **$ 35.95** | **$ 36.85** | **$ 37.77** | **$ 38.66** | **$ 39.62** | **$ 40.59** | **$ 41.63** | **$ 42.63** | **$ 43.69** | **$ 44.79** | **$ 45.88** | **$ 47.02** |
| | **Bi-Weekly** | $ 2,674.40 | $ 2,738.40 | $ 2,804.00 | $ 2,876.00 | $ 2,948.00 | $ 3,021.60 | $ 3,092.80 | $ 3,169.60 | $ 3,247.20 | $ 3,330.40 | $ 3,410.40 | $ 3,495.20 | $ 3,583.20 | $ 3,670.40 | $ 3,761.60 |
| | **Monthly** | $ 5,794.53 | $ 5,933.20 | $ 6,075.33 | $ 6,231.33 | $ 6,387.33 | $ 6,546.80 | $ 6,701.07 | $ 6,867.47 | $ 7,035.60 | $ 7,215.87 | $ 7,389.20 | $ 7,572.93 | $ 7,763.60 | $ 7,952.53 | $ 8,150.13 |
| | **Annual** | $ 69,534.40 | $ 71,198.40 | $ 72,904.00 | $ 74,776.00 | $ 76,648.00 | $ 78,561.60 | $ 80,412.80 | $ 82,409.60 | $ 84,427.20 | $ 86,590.40 | $ 88,670.40 | $ 90,875.20 | $ 93,163.20 | $ 95,430.40 | $ 97,801.60 |
| | | | | | | | | | | | | | | | | |
| **44814 - Supervising Dispatcher** | | | | | | | | | | | | | | | | |
| **AV7** | **Hourly** | **$ 38.61** | **$ 39.55** | **$ 40.54** | **$ 41.49** | **$ 42.56** | **$ 43.63** | **$ 44.65** | **$ 45.80** | **$ 46.91** | **$ 48.09** | **$ 49.30** | **$ 50.48** | **$ 51.75** | **$ 53.06** | **$ 54.38** |
| | **Bi-Weekly** | $ 3,088.80 | $ 3,164.00 | $ 3,243.20 | $ 3,319.20 | $ 3,404.80 | $ 3,490.40 | $ 3,572.00 | $ 3,664.00 | $ 3,752.80 | $ 3,847.20 | $ 3,944.00 | $ 4,038.40 | $ 4,140.00 | $ 4,244.80 | $ 4,350.40 |
| | **Monthly** | $ 6,692.40 | $ 6,855.33 | $ 7,026.93 | $ 7,191.60 | $ 7,377.07 | $ 7,562.53 | $ 7,739.33 | $ 7,938.67 | $ 8,131.07 | $ 8,335.60 | $ 8,545.33 | $ 8,749.87 | $ 8,970.00 | $ 9,197.07 | $ 9,425.87 |
| | **Annual** | $ 80,308.80 | $ 82,264.00 | $ 84,323.20 | $ 86,299.20 | $ 88,524.80 | $ 90,750.40 | $ 92,872.00 | $ 95,264.00 | $ 97,572.80 | $ 100,027.20 | $ 102,544.00 | $ 104,998.40 | $ 107,640.00 | $ 110,364.80 | $ 113,110.40 |