

MEMORANDUM OF UNDERSTANDING

between

NORTH COUNTY FIRE PROTECTION DISTRICT

and

ADMINISTRATIVE OFFICER

JULY 1, 2022 THROUGH JUNE 30, 2023

I. Intent

This Memorandum of Understanding shall be utilized to describe and establish the expectations of employment, compensation and benefits for the Administrative Officer. The position shall be probationary from one year from the date of hire, meaning that the employee may be terminated for any reason or no reason during that period of time.

II. Duration

This Memorandum of Understanding shall continue in full effect for a one (1) one-year period commencing July 1st (the "anniversary date") of each year unless and until either party makes notification, in writing to the other party, of the desire to open the document up for discussion at least 30 days in advance of the July 1st anniversary date of this MOU.

III. Hours of Work

This work schedule shall be 40 hours per week from 8:00 a.m. until 5:00 p.m., Monday through Friday.

IV. Base Salary

Step One	\$31.35 per hour	(\$65,214 per year)
Step Two	\$33.25 per hour	(\$69,167 per year)
Step Three	\$36.19 per hour	(\$75,282 per year)
Step Four	\$39.75 per hour	(\$82,686 per year)
Step Five	\$40.95 per hour	(\$85,176 per year)
Step Six	\$43.68 per hour	(\$90,854 per year)

The below rates will become effective January 1, 2023:

Step One	\$33.86 per hour	(\$70,425 per year)
Step Two	\$35.91 per hour	(\$74,693 per year)
Step Three	\$39.09 per hour	(\$81,298 per year)
Step Four	\$42.93 per hour	(\$89,295 per year)
Step Five	\$44.23 per hour	(\$91,991 per year)
Step Six	\$47.17 per hour	(\$98,123 per year)

V. Salary Advancement

Employee shall be advanced from the first step to the second step after successful completion of the one (1) year probationary period and thereafter shall be advanced to the next higher step at the beginning of each fiscal year.

VI. Educational Incentive

Upon proof, incentive pay for educational achievement in job related courses as approved by the Fire Chief shall be compensated as percentage increase in base salary, as follows:

5% for a Master's Degree in a job related major

VII. Holiday

Twelve (12) paid Holidays to be taken off per year, as follows: New Years Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Admission Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day.

If and when the employee is required to work during a regularly scheduled holiday, the employee will earn compensatory time off at one hour for one hour worked on such holiday. If a regularly scheduled holiday falls on Saturday or Sunday, the employee shall receive eight (8) hours of compensatory time off.

VIII. Vacation

Vacation shall accumulate at the rate of 13.34 hours per month which will entitle the employee to 20 working days paid vacation annually. Vacation may not be scheduled until after the first 6 months of employment. Hours shall be accrued to a maximum accumulation of 240 hours (bank time) and may be taken in cash at the existing straight time hourly rate in lieu of time off. Once 240 accumulated hours are reached, vacation accrual will cease until vacation banked time is used or exchanged for cash. Vacation time must be scheduled at least six weeks in advance. Any consecutive vacation time requested in excess of two weeks shall be approved by the Fire Chief in advance.

IX. Emergency or Bereavement Leave

Up to five (5) working days per year may be taken for emergency leave for death or serious illness in employee's immediate family without loss of pay or utilizing accrued time off. Immediate family shall consist of the employee's spouse, children, parents, the spouse's children, or others as petitioned. Such time will be utilized in accordance with the Family Medical Leave Act.

X. Sick Leave

- A. Sick leave, without loss of pay, is a benefit, and may be accumulated at the rate of 6.67 hours per month.

Sick leave with pay shall be granted to a maximum of the hours accrued. Sick leave shall not be considered as a right that an employee may use at his/her discretion, but shall be allowed only in a case of necessity and actual personal sickness or disability. In order to receive compensation while absent on sick leave, the employee shall notify the Fire Chief or his/her designee at least 1/2 hour prior to his/her starting time. It is the employee's responsibility to notify the Fire Chief or his/her designee if anticipated sick leave will be more than one day. Employee will be allowed to use sick leave for care of dependents in accordance with the Family Medical Leave Act.

Sick leave as described in paragraph one is allowed only in a case of necessity and actual personal sickness or short term disability. This understanding also applies to

sick leave usage for the care of dependents. Both the District and the employee agree sick leave is not to be abused. If a noticeable pattern of sick leave usage is detected, the Fire Chief or his/her designated representative may issue a written warning. If the noticeable pattern continues, a written notice requiring a doctor's release may be issued to the employee.

- B. An employee is entitled to a maximum accumulation of 960 hours of sick leave.

Upon an employee's separation, the employee shall be entitled to receive an amount equal to one-third (1/3) of his/her accumulated sick leave, or one-third (1/3) of 960 hours of sick leave, whichever is less. The payoff amount will be based upon the prevailing wage rate at the time of the employee's separation, and will be paid in accordance with the provision of Paragraph D.

- C. An employee shall be entitled to a maximum leave for illness of six (6) consecutive months, provided the employee has the required sick leave accumulation time. Employees on disability, cannot accrue vacation, sick leave, or any other paid leave time while absent from the job.

XI. Medical

The District shall contribute a maximum of \$1600 per member to maintain medical, dental, and vision insurance benefits as selected by Local 3058. Deductibles are not reimbursable.

Members shall enroll in the CalPERS Health Program and may choose any plan available to them within that program. The individual whose premium exceeds the maximum \$1600 shall pay the additional costs through payroll deduction. Any amount over \$600.00 unused by the member shall be provided to the member as "in-lieu" pay.

In lieu of receiving individual, spouse, and dependent medical, dental, and vision health benefits provided to other employees, the employee may elect to accept a monthly cash payment equal to 50% of the single person monthly premium paid by the District. The amount to be paid by the employer under this agreement shall vary from time to time depending upon the amount charged the District for single person coverage. By agreeing to the in lieu payment, employee voluntarily waives any and all rights to receive health benefits from the District.

XII. Life and Disability Insurance

The District will contribute \$24.75 per month to provide California State Firefighter's Association sponsored Group Term Life and Accidental Death & Dismemberment insurance double indemnity policy through Myers-Stevens & Co. The employee may choose additional coverage at his/her own expense. The individual through payroll deduction shall pay additional costs.

The District will contribute an amount necessary to maintain a disability income plan based upon current salary with a 90 day waiting period and a lifetime benefit period.

XIII. Retirement

The District will contribute 14.58% of employee's fiscal year salary to an approved retirement (pension) plan or deferred compensation program.

XIV. Jury Duty

Jury duty leave will be allowed to the extent actually necessary to serve on jury duty and will be paid the regular salary. The paid per diem compensation to the employee by the court system shall be turned over to the District minus mileage expenses if applicable.

XV. Probationary Status & Evaluation of Employment

A one year probationary period shall be completed, subject to **quarterly** performance evaluations. Performance shall be reviewed as it relates to:

- A. Job description.
- B. Established goals, objectives and expectations.
- C. Knowledge and abilities to perform the job.
- D. Job relationships required for successful performance, i.e., supervisor, co-workers, employees and the public.
- E. Training received during the performance evaluation period and the application of the training in relation to job performance.

Additionally, the following items shall be considered:


- A. Quality of work, including the nature and consequences of errors made during the evaluation period.
- B. Commendations awarded relative to employee performance.
- C. Complaints received relative to employee performance.
- D. Use of job skills and efforts to enhance skills.
- E. Ability to work with others.
- F. Attendance, use of sick leave, punctuality.

After the conclusion of each evaluation, you shall be informed of the results of the evaluation, and appropriate action shall be taken based upon the evaluation. In the case of deficiencies, guidelines to correct deficiencies shall be provided. Failure to correct deficiencies may culminate in corrective actions, up to and including termination of employment.

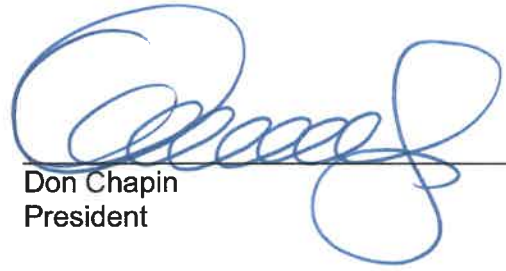
XVI. Application and Revision

The preceding provisions and term begin January 1, 2023 and expires on June 30, 2023, or until a new Memorandum of Understanding is agreed upon.

This Agreement revised and executed this 21st day of February 2023.



Carolina Bravo
Administrative Officer



Don Chapin
President