

MEMORANDUM OF UNDERSTANDING
FOR JANUARY 1, 2022 THROUGH JUNE 30, 2022

BETWEEN

North County Fire Fighters Association

AND

North County Fire Protection District

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MEMORANDUM OF UNDERSTANDING

The North County Fire Fighters Association, International Association of Fire Fighters, Local 3058 and representatives of the North County Fire Protection District have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of employees in the representation unit specified in Section 1, have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relation of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias Brown Act (Governmental Code Section 3500, et. seq.) and the North County Fire Protection District Employer-Employee Relations Resolution #89-10-1 and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented by the Union to the Employees to be covered hereby for ratification by said employees, and shall thereafter be presented to the Board of Directors as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing July 1, 2021 through June 30, 2022.

Section 1 Recognition

1.1 Association Recognition

The North County Fire Fighters Association, International Association of Fire Fighters Local 3058, herein after referred to as the "Association" is recognized as majority representative, as provided in the North County Fire Protection Districts Employer Employee Relations Resolution #89-10-1 adopted by the Board of Directors, for all Employees assigned to the classifications set forth in Section 3. 1.

Section 2 Association Security

2.1 Dues Deductions

The Association may have the regular dues of its members deducted from the employee's paycheck. The following procedures shall be observed in the withholding of Employee earnings.

Payroll deductions shall be for an amount specified by the Association and uniform as between Employee organization and shall not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the District.

Authorization, cancellation or modification of payroll deduction shall be made upon forms provided by the Fire Chief. The voluntary payroll deduction authorization shall remain in effect until employment with the District is terminated or until canceled or modified by the employee by written notice to the Fire Chief. There shall be 30 days advance notice of cancellation.

Amounts deducted and withheld by the District shall be transmitted to the Officer designated in writing by the Association as the person authorized to receive such funds, at the address specified.

The employee's earnings must be sufficient; after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the employee had been in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this situation other required deductions have priority over the Association deduction.

The Association shall indemnify, defend and hold the District harmless against any claim made, and against any suit instituted against the District on account of withholding Association dues. In addition, the Association shall refund to the District any amount paid to it in error upon presentation of supporting evidence.

2.2 USE OF DISTRICT FACILITIES

The Association shall be allowed use of space on available Department bulletin boards for communications having to do with official organization business, provided such use does not interfere with the needs of the District. This privilege may be revoked for just cause after the Fire Chief confers with representatives of the Association. Solicitation for membership or other internal employee representation business shall be conducted during the non-duty hours of all employees concerned.

The District agrees to grant official representatives of the Union reasonable access to discuss grievances arising under the terms of this Memorandum of Understanding with represented employees during working hours. It is agreed that there will be as little interference as possible by the Association's Business Representative or Shift Steward during the working hours of such employees.

Section 3.0 Salaries

3.1 RANGES OF PAY

The salary ranges for all employees in fire employees unit as set forth below represent for each classification the base range of pay for full-time employment and represent the total due employees except for overtime compensation and other benefits specifically provided by the District. The monthly base salary ranges shall be as follows:

3.1A Salaries

Employees hired before July 1, 2011 shall be subject to the pay scale identified below:

FIREFIGHTER	Step 1	\$6,173
	Step 2	\$6,362
	Step 3	\$6,548
	Step 4	\$6,737
	Step 5	\$7,004
LIEUTENANT	Step 1	\$7,843
CAPTAIN	Step 1	\$8,681

Note: The Lieutenants salary shall be the mean of the top step firefighters and Captains salary. The mathematical formula is: top step firefighter base salary plus Captains base salary, divide the total by 2, and round to the next highest dollar.

All employees hired on, or after, July 1, 2011 shall be subject to the pay scale identified below:

FIREFIGHTER	Step 1	\$6,159
	Step 2	\$6,346
	Step 3	\$6,535
	Step 4	\$6,723
	Step 5	\$6,935
LIEUTENANT	Step 1	\$7,765
CAPTAIN	Step 1	\$8,596

Note: The Lieutenants salary shall be the mean of the top step firefighters and Captains salary. The mathematical formula is: top step firefighter base salary plus Captains base salary, divide the total by 2, and round to the next highest dollar.

Note: The Lieutenants salary shall be the mean of the top step firefighters and Captains salary. The mathematical formula is: top step firefighter base salary plus Captains base salary, divide the total by 2, and round to the next highest dollar.

3.1B FLSA Pay

All employees currently on the payroll shall receive full FLSA pay for every 24-day cycle. FLSA pay consists of twelve half hour increments (equal to six hours) at the regular hourly rate.

3.2 Salary Advancement

Employees serving in regular established positions shall be advanced from the first step to the second step in their respective classification after completion of twelve (12) months of full time satisfactory service and thereafter shall be advanced to the next higher step after completion of twelve (12) months of full time satisfactory service in each of the steps for the classification until the top step is reached.

3.3 Working Out of Classification

A Firefighter assigned by the Fire Chief or his/her designated representative to perform the duties of a company officer for more than 12 consecutive hours shall receive pay equal to that of a Lieutenant.

ELIGIBILITY REQUIREMENT: Those individuals in the first band on the current promotional list are eligible to work out of classification. Exception: In the event that all three shifts are not represented in the first band, then the highest scoring individual for the shift not represented will be eligible to work out of classification. This person shall be designated by an asterisk (*) on the current promotional list.

PROCEDURE: Minimum company officer staffing shall be accomplished by on duty personnel. If the on duty shift cannot meet minimum company officer staffing (see Section 5.1 Minimum Staffing) then an off duty company officer shall be called back. In the event that no off duty company officer is available, then those firefighters meeting the eligibility requirement may be called back.

3.4 On-Call Duty Chief Coverage

Captains, so authorized by the Fire Chief, may perform on-call duty chief coverage (in lieu of a chief officer).

The on-call duty period is described as anytime that a Fire Captain is selected to provide temporary chief officer coverage as defined in SOP 3208 so as to ensure efficient, safe operations as per the District's Policies and Procedures. The current pay rate for any

Captain who is assigned this Duty Chief coverage shall be at one and one-half (1 ½) their normal hourly rate.

Any vacancy created by a Fire Captain, assigned to Duty Chief coverage will be back-filled with a Company Officer.

Fire Captains may sign up for this duty. A list will be established. Names will be rotated after a total of 24 hours has been completed.

3.5 Conversion of Pay Ranges

The hourly rate of pay shall be calculated by using the following formula, the monthly base salary including In-Lieu pay, if any, plus Educational, Longevity, multiplied by twelve, divided by 2920 equals your hourly wage.

3.6 Education Incentive Pay

Employees shall receive an adjustment to their base salary in accordance with the following schedule:

- One percent (1%) with a minimum of 12 units in Fire Science, or
- Three percent (3%) with a minimum of 24 units in Fire Science units, or
- Six percent (6%) with an Associate's Degree in Fire Science or State Certified Fire Officer, or
- Nine percent (9%) with both Associates Degree in Fire Science and State Certified Fire Officer, or
- Twelve percent (12%) with State Certified Chief Officer or a Bachelor's Degree in any of the following majors:
 - Fire Science
 - Nursing
 - Business
 - Computer
 - Public Administration
 - or any major approved by the North County Fire District Board of Directors.

The Administration may recognize job related courses to qualify as Fire Science units.

3.7 CALSTAR Group Membership

The Department will enroll all members into the CALSTAR Family Membership Program at the Departments expense.

Section 4 Jury Duty

4.1 Jury Duty

Employees will be allowed leave for jury duty to the extent actually necessary to serve on jury duty and will be paid their 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.

Section 5 Staffing and Days/Hours of Work

5.1 Minimum Staffing

Minimum staffing shall be defined as: One fire officer (acting or actual) and two full time subordinates at station one and One fire officer (acting or actual) and one full time subordinate at stations two and three. (3-2-2).

5.2 Work Schedule

The regular workweek shall average fifty-six (56) hours. The work schedule shall consist of two consecutive twenty-four (24) hour on duty shifts within a six (6) day cycle to be worked in accordance with the following. The work period is a twenty-four (24) days per Board Resolution 11-6-5. Shown below is an example of the work cycle contained within a work period.

XX0000 X = 24 HOURS ON DUTY Shift
 0 = 24 HOURS OFF DUTY Shift

5.3 Starting Time

The regular starting time shall be at 8:00 A.M.

5.4 Daily Work Schedule

Monday through Sunday, excluding recognized holidays, all regularly scheduled work shall end at 1700 hours. *From 1700 hours to 0800 hours, is considered non-scheduled time except for four (4) night drills per year, per shift and the placing of emergency apparatus "back into service" if at all possible. **Work schedules from 0800 hour to 1700 shall include two (2) breaks, fifteen minutes in duration and a one (1) hour lunch break.

On recognized holidays, all regularly scheduled work shall end at 12 noon. *From 1300 hours to 0800 hours, is considered non-scheduled time. ** Break(s) and a lunch break shall be as above.

Section 6 Exchange of Duty Time

Request for exchanges of on duty time shall be submitted to the immediate Supervisor of the person requesting the trade. An approved shift trade of on duty time shall constitute a duty roster change. The immediate Supervisor shall log change of duty personnel in the Captain's Log. An approved exchange of duty time will be allowed between a company officer and a firefighter who meets the requirements set forth in section 3.3, working out of classification. At no time will an exchange of duty result in any out of classification pay.

It will be the employee's responsibility to make up any mandatory training missed because of an exchange of duty time. Mandatory training shall be so identified on the monthly training calendar. Mandatory training shall be made up, while on duty, within 30 days of returning to duty. Failure to make up Mandatory training may result in disciplinary action.

Section 7 Overtime

Overtime is authorized time worked outside the work schedule as provided in section 5.2 Overtime shall be compensated at one and one-half (1-1/2) times the employees regular rate of pay. Payment for overtime shall not be made unless such overtime has been authorized by the Fire Chief, or his/her designated representative prior to such overtime being worked. Overtime shall be computed in one-half (1/2) hour increments by rounding up to the next one-half hour.

Section 8 Emergency Call Back

If any employee, who has completed his /her regular shift, is called back to work, he shall be compensated for such work performed outside of his/her regular duty shift at an overtime rate. In no event shall the employee receive less than one (1) hour of overtime compensation for such call-back. Overtime in excess of one (1) hour shall be computed in one-half (1/2) hour increments by rounding up to the next one-half hour. One-quarter hour shall be added for travel time.

Section 9 Portal to Portal Compensation:

The District will compensate district employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

Section 10 Compensatory Time Off

Employees shall have the option to accumulate CTO (Compensatory time off) in lieu of pay for overtime worked under section 6 and 7. Exception: Overtime earned for additional person off must be taken in pay. CTO is accumulated at a rate of 1.5 to 1.0 to a total of 144 hours maximum and subject to the vacation scheduling in Section 9.2. CTO in excess of one (1) hour shall be computed in one-half (1/2) hour increments by rounding up to the next one-half hour.

Section 11 Holidays

11.1 Holiday Benefit

Holiday routine shall be taken on the nationally observed date. The Holidays to be observed are as follows:

Thanksgiving Day	Presidents Day	Labor Day
Christmas Day	Memorial Day	Admission Day
New Years Day	Flag Day	Columbus Day
Martin Luther King Day	Independence Day	Veterans Day

11.2 Method of Payment

For each holiday provided in Section 8.1, that an employee is on the payroll they shall be paid eight (8) hours, at the rate stated in section 3.5 covered in this Memorandum of Understanding. Such payment shall be made in a lump sum on November 5th of each year.

Section 12 Vacation

12.1 Vacation Allowance

Employees shall be entitled to vacation with pay in accordance with the following schedule:

1. During the first one (1) year of continuous service, vacation time will be accrued at the rate of twelve (12) hours per month worked.
2. After the completion of one (1) year of continuous service, vacation time will be accrued at the rate of fourteen (14) hours per month worked.
3. After the completion of four (4) years of continuous service, vacation time will be accrued at the rate of sixteen (16) hours per month worked.
4. After the completion of nine (9) years of continuous service, vacation time will be

accrued at the rate of twenty (20) hours per month worked.

5. After completion of fourteen (14) years of continuous service, vacation time will be accrued at the rate of twenty-two (22) hours per month worked.
6. After the completion of nineteen (19) years of continuous service, vacation time will be accrued at the rate of twenty-four (24) hours per month worked.

12.2 VACATION SCHEDULING

The District will keep a ledger for vacation and CTO time stating, who if any, is going to be off for vacation or CTO at any given time.

The first step in a non-seniority selection is to check with the Ledger for available time.

After it is ascertained the time is available, a request form is filled out and sent through inter-Department mail to the employee's appropriate duty Chief.

If a request for CTO or vacation is made when the appropriate Duty Chief is not available, the OIC at the Station One shall check the ledger for available time and make a note on the ledger. The OIC on duty may grant such request if such request does not reduce District staffing below minimum. A written request must follow up.

Vacation time may be selected by seniority in twenty-four (24) hour increments. The seniority selection process shall take place from November 1st through December 31st. The vacation time being selected shall be for the following year from January 5th through the year until the next January 4th. Each selection shall be continuous from start to finish with no interruptions. There is no limit to the number of selections an employee may take.

An employee may cancel one or two scheduled seniority selected vacation days from January 5th to January 4th. At least fourteen (14) days prior to the vacation date, the employee shall cancel his/her seniority vacation pick and make every attempt to contact all members of his/her shift of the cancellation by phone or in-person, and by posting a notice at all stations. Failure to fulfill these obligations will forfeit the employee cancellation and the seniority vacation pick will stand as scheduled.

It is the policy of the District to allow no more than one employee off on vacation at the same time from the same platoon.

The Fire Chief or his/her designated representative will authorize additional personnel time off, utilizing CTO provided it does not impede District operations and provided that a Scheduled Time Off Request Form is completed pursuant to established guidelines. The guidelines for utilizing CTO for second person off shall be contained in the District's Operations and Administrative Policies and Procedures Manual.

Mandatory training missed because of approved second person off CTO shall subject the employee to the same provisions of training make-up requirements as contained in Section 5.5.

Mandatory training missed because of approved memo pick vacations shall subject the employee to the same provisions of training make up provided that the monthly training schedule is posted. Memo pick vacations approved prior to the posting of the monthly training calendar shall be treated the same as a seniority vacation pick.

Mandatory training missed because of seniority picked vacations is not subject to the mandatory make-up provisions as contained in Section 5.5. The District shall schedule the training for those employees that miss mandatory training because of seniority selection vacation.

The employee can exchange seniority selected vacation for approved time off. Examples of approved time off would be sick leave, 4850 time, and family leave.

From January 5th through January 4th, non-seniority vacation and CTO time shall be granted on a first request first granted basis.

Vacation or CTO time may be taken in one-half hour increments after the first one (1) hour.

A request of less than twenty-four (24) hours cannot be made until seven days prior to the selected time.

The District shall have the right of an employee with no seniority and can request up to 288 hours per Platoon of CTO each year with one exception. If the District requests a partial shift, it can be bumped by a request for a full shift up to seven days prior to the time being taken.

12.3 Vacation Accumulation

An employee may accumulate no more than four hundred thirty-two (432) hours of vacation accrual to his/her credit at any one time. The District will be financially liable for four hundred thirty-two hours.

An employee, who is ordered to another shift, may then cancel his/her vacation time and carry that amount of hours over the 432-hour cap for a period of one year from the time of occurrence.

12.4 Vacation Allowance for Terminated Employees

Any employee shall be paid all accrued vacation earned prior to the effective date of termination. An employee with less than six months service shall be paid his/her accrued

vacation only in the event of layoff as defined in Section 15.1. Such compensation for earned vacation shall be paid to the employee in one lump sum in a final check.

Section 13 Sick Leave

13.1 Sick Leave Accrual

For such full-time regular and probationary employees, sick leave shall be accrued at the rate of twenty-four (24) hours for each full calendar month of service. Employees shall be able to accumulate an unlimited amount of sick leave.

The intent of the sick-leave accumulation is to provide District employee's with income protection. This allows employees to utilize accumulated sick leave for extended illnesses.

13.2 Sick Leave Usage

Sick leave with pay shall be granted to all full-time regular and probationary employees 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 OIC at Station One at least 1/2 hour prior to his/her starting duty time. It is the employee's responsibility to notify the OIC at Station One if anticipated sick leave will be more than one shift. Employees will be allowed to use sick leave for care of dependents.

When sick leave is used for care of dependents, the employee shall be allowed a maximum of one full shift plus the next following consecutive shift after which time shall be charged to vacation or CTO. In the case of maternity/paternity leave the employee shall be allowed a maximum of three full shifts. Additional time, with the approval of the Chief, which shall not be unreasonably withheld, shall be charged to vacation or CTO and the employee shall have the right to appeal to the Board of Directors for reinstatement of vacation time and leave charge to sick leave.

It is not the intent of the District's sick leave accumulation benefits to imply that employees are entitled to one day off sick per month. Sick leave as described in paragraph one is allowed only in a case of necessity and actual personal sickness or disability. This understanding also applies to sick leave usage for the care of dependents. Both the District and the Local 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. Any employee on sick leave may be subject to a "wellness check" by the fire chief or his/her designated representative. If the noticeable pattern continues, a written notice requiring a doctor's release may be issued to the employee.

13.3 Termination of Sick Leave Usage

When an employee qualifies for Sec. 12.2 benefits they may choose to terminate sick leave usage for the amount of hours they have accrued without any loss of benefits or seniority.

13.4 Non-Sick Leave Usage

An employee shall accumulate twenty-four (24) hours CTO after completion of three hundred sixty five (365) consecutive days without use of sick leave.

13.5 Compensated Sick Leave on Retirement

Upon an employee's retirement, such employee shall be entitled to receive up to 582 hours of his/her accumulated sick leave in pay. The payoff amount will be based upon the employee's current hourly wage rate at the time of the employee's retirement.

13.6 Service Credit for Sick Leave on Retirement

Employee's accumulated sick leave balance shall upon retirement be converted to additional service credit at the rate of 0.004 years of service credit for each day. One (1) day equals (8) hours of sick leave.

Section 14 Bereavement/Emergency Leave

14.1 Bereavement Leave Qualifications

Upon request, bereavement leave shall be granted for a death in the employee's immediate family.

14.2 Bereavement Leave Usage

When the employee is notified of a need to use Bereavement leave, he/she shall receive time off as follows:

- 6 shifts for the death of a spouse, child of the employee, or the child of a spouse.
- 3 shifts for the death of a parent, brother, or sister of the employee.
- 1 shift for the death of other family members in the employee's immediate family.

Other family members shall consist of the employee's grandparents, grandchildren, spouse's parents, grandparents, grandchildren, brothers, sisters, or others as petitioned.

Bereavement leave shall not be deducted from any of the employee's leave banks.

14.3 Emergency Leave

Paid emergency leave shall be granted in the event of serious illness or injury to a member of the employee's immediate family. Emergency leave shall be deducted from the employee's sick leave bank.

The immediate family shall consist of the employee's spouse, children, parents, the spouse's children, or others as petitioned.

When the employee is notified of a need to use emergency leave, he/she shall receive the rest of the shift (if on duty) and the next shift off.

Section 15 Health and Welfare

15.1 Hospital, Medical, Dental, Vision, Life Insurance

The District shall contribute a maximum of \$1,197.09 per member to maintain medical, dental, vision and life 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 \$1,197.09 shall pay the additional cost through payroll deduction.

In any parity calculations, each employee's health insurance benefits shall be based on the \$1,197.09 maximum and not the actual amount paid for any individual employee. Any amount over \$600.00 unused by the member shall be provided to the member as "in-lieu" pay.

Effective January 1, 2017 the medical insurance contribution shall be increased to \$1,297.09. (See addendum for MOU 2015-2016 approved on November 15, 2016)

Effective January 1, 2018 the medical insurance contribution shall be increased to \$1,497.09.

Effective January 1, 2022 the medical insurance contribution shall be increased to \$1,600.00.

15.2 Long Term Disability

The District shall contribute an amount necessary to maintain the current benefits provided by California Association of Professional Firefighters Group Long Term Disability.

15.3 Hospital, Medical Insurance upon Retirement

Employees who retire from employment with the District at or after age 50 shall be provided by the District with the same health insurance contribution which the District provides for active employees, provided the cost of said insurance does not exceed \$600.00, and shall receive the health insurance benefits selected by members of Local 3058 until the retired employees reach age 65.

Employees who retire from employment with the District for service rather than disability and who have rendered service for a total of 20 or more years with the District and other districts with which it has been consolidated shall also be provided with said health insurance contribution, but for a maximum period of 15 years or until attaining age 65, whichever occurs first. Such employees who retire for service rather than disability before attaining the age of 50 *and who have rendered service for a total of 20 years or more with the District or other districts with which it has been consolidated* must elect upon retirement to receive such benefits either for a period of 15 years commencing at that time or for a period of 15 years commencing when they reach the age of 50.

Employees who retire from employment with the District for disability and who have rendered service for a total of 20 or more years with the District and other districts with which it has been consolidated shall be provided with said health insurance contribution commencing upon retirement and continuing until they attain age 65 regardless of their age at retirement.

The benefits under this provision only apply to current employees and their retirement, and in no way effect any existing retiree's benefits.

Section 16 Uniforms

The District shall purchase, maintain, clean and specify all duty and dress uniforms for employees. All uniforms are the property of the District. The District and Local 3058 agree employees will comply with department standards with regard to appearance and cleanliness. The District agrees to pay the cost of cleaning department-authorized uniforms. The District will establish an account at a dry cleaning establishment located within the District. For its part, the Local agrees its members shall deliver and retrieve uniforms from the dry cleaning establishment. Subject to the approval of the Fire Chief or his/her representative, uniforms may be delivered or retrieved during work hours. The District agrees to replace uniforms on an as needed basis, as determined by the Fire Chief. It shall be the responsibility of each employee to arrange for approved purchasing, fitting, pickup delivery, return, repair, and control of uniform items.

The parties agree that for PERS reporting purposes, the value of maintenance and replacement is \$600.00 per year. The District shall pay the employer contribution and the employees shall pay the employee contribution for the value of the uniform service. Such payment (\$54.00) shall be made through payroll deduction semi-monthly.

Section 17 Probationary Period

17.1 Duration

All original appointments shall be subject to a probationary period of one (1) year of actual service commencing with the date of appointment. During the probationary period an employee may be rejected at any time by the Fire Chief without right of appeal in any manner and without recourse to the procedures provided in Section 18 (grievances) thereof.

Any regular employee rejected during the probationary period following a promotional appointment, or at the conclusion of the probationary period, shall be reinstated to the position from which he was promoted, unless conditions warrant his/her dismissal.

When a firefighter is promoted to Lieutenant, the probationary period will be for one (1) year commencing from the effective promotional date. The Fire Chief has the option to extend this probationary period for up to six months. Upon a Lieutenant's promotion to Captain, the probation period will be 4 months. A promoted Lieutenant who has not completed the probationary period, and is then promoted to Captain, is still required to fulfill his/her mandatory probation period for both the Lieutenants and Captains. The Fire Chief has the option of demoting the newly promoted Captain and/or Lieutenant one rank or to Firefighter while they are in this probationary period.

17.2 Tied Seniority

In the event more than one firefighter is hired on the same date, the order of seniority for those employees will be the same order the employees ranked in the examination, as determined by their total score.

Section 18 Layoff

18.1 Reason for Layoff

The Fire Chief, after the approval by the Board of Directors, may layoff an employee because of material change in duties or organization, shortage of work or funds. The Fire Chief shall notify the Board of Directors of the intended actions and reasons thereof.

18.2 Layoff Procedure

In the event of a layoff, the employee in the classification in which the District is reducing the work force who has the least length of service in that classification may displace the least senior employee in the next lower paying classification. An employee displaced to the next lower classification shall become the senior employee in that classification for all purposes other than vacation picks. If there is no lower paying classification in the District the least senior employees in that classification shall be laid off.

18.3 Promotional List

Displaced employees shall be placed on a promotional list of those classifications they held prior to layoff in order of seniority for a period of four (4) years.

18.4 Re-Employment List

Laid off employees shall be placed on a promotional list in order of seniority for a period of three (3) years. Such list shall take precedence over all other employment eligibility lists. Any employee who has been laid off and is subsequently recalled to work shall have seventy-two (72) hours, excluding weekends and holidays, after receipt of recall notice by certified mail or fourteen (14) days after a conscientious attempt to contact, and either a telegram or telephone call to his/her last known address, in which to contact the Fire Chief so that he may arrange his/her re-employment. A copy of the recall shall be forwarded to Local 3058 President. It shall be the employee's responsibility to keep the District advised as to his/her current mailing address and telephone number.

Failure to contact the Fire Chief within seventy-two (72) hours will result in the removal of the employee's name from the re-employment eligibility list. In the event an employee recalled to work declines, the employee's name will be removed from the re-employment list.

18.5 Reinstatement

When a laid off employee is reinstated, his/her prior accrued unused sick leave shall be credited and his/her seniority will be determined from his/her original date of hire.

Section 19 Eligibility Requirements and Testing Procedures for Promotional Examination Appointments

19.1 Promotional Appointment

Promotional appointments shall be limited to employees of the District. However, should no District employee be qualified, or no employee desire to compete for the position, a hearing will be held at a regular meeting of the Board of Directors to determine if the position shall be filled from outside the District. The decision of The Board will be final. Unless directed otherwise by the Board of Directors, vacated positions will be filled as soon as it is administratively feasible.

19.2 Lieutenant (Company Officer)

Examinations will be limited to Firefighters who have completed at least four (4) years of uninterrupted service with the District at the time the list is certified.

19.3 Captain (Company Officer)

When a Captain's position becomes available or a new Captain position has been created, promotion will be made from the Lieutenant ranks, promoting the senior Lieutenant first. Note: See Section 14 for probationary information.

19.4 General Promotional Information

The test for Company Officer will consist of three parts, a written examination, an oral board examination and a manipulative examination as set forth in the examination procedures.

Employees whose service is interrupted as a result of layoff may combine their service prior to and after the layoff for the purpose of satisfying the service requirements.

19.5 Examination Procedures

NOTICE OF PROMOTIONAL EXAMINATION

Notice of intention to conduct a promotional examination will be posted in each Fire Station, thirty (30) days prior to the examination. The notice shall contain, who is eligible to apply, the date of the examination and the final sign up date and time.

SIGN UP ROSTER

The sign up roster will be available during normal business hours in District Station #1. Eligible employees who desire to take the examination must sign the roster prior to the deadline established in the notice.

WRITTEN EXAMINATION

Written examination will start precisely at the time designated in the notice of examination. Employees absent at the stated time will not be allowed to take the examination. Should an employee be on duty at the scene of an emergency, the proctor may postpone the examination until the employee is available.

Once the examination has started, no one will be allowed to leave the room without permission of the proctor.

The total time allocated for the written examination shall be as specified by the agency administering the examination. Upon completion of the examination, or expiration of allocated time, all examinations and work sheets will be turned in to the proctor.

All efforts shall be made to base these examinations on the District's training program.

19.6 Oral Examinations

Oral boards shall be made up of three (3) professional people who may be presently employed in the Fire Service and who shall not be employees of the District. Oral board members shall be selected as follows:

1. One member chosen by the District
2. One member chosen by the Association
3. One member chosen jointly.

If oral board members selected are employed in the Fire Service, they shall hold the rank of at least one step above the position being tested for. Each evaluator shall place a specified numerical score at the bottom of the grading sheet. Average of the three scores will be the individual's final score in the oral examination.

19.7 Manipulative Examination

1. The District shall establish a manipulative examination for Lt. (Company Officer).
2. There shall be two (2) manipulative evaluators chosen as follows:
 - a) One chosen by the District
 - b) One chosen by the Association
3. Each evaluator shall place a specified numerical score at the bottom of the grading sheet. Average of the two scores will be the individuals final score in the manipulative examination.

19.8 Eligibility List

The final score of each examination taken will be averaged to determine the individuals position on the eligibility list. All scores will be rounded to hundredths. An employee with a final score of less than 70% will not be placed on the eligibility list. If two (2) or more persons have the same final grade, they will be placed on the list by seniority.

The list shall be divided into steps. Each step divided into increments of 7% of the top score of each step.

The Fire Chief shall have the option of selecting from all candidates on the list that are in the first step. If any candidate is bypassed for a promotional appointment, upon request, of the bypassed candidate, the Fire Chief shall give the reasons in writing.

When more than one (1) appointment is to be made from the current eligibility list, all candidates shall be selected from the first step before a selection can be made from the second step.

The list will remain in effect for a period of eighteen (18) months from the date the list was certified. The examination process shall be initiated no earlier than one hundred twenty (120) days prior to the expiration of the current eligibility list or no later than one hundred twenty (120) days after the expiration date.

19.9 Vacancies

Any vacancy that occurs in the ranks of Lieutenant or Captain shall be permanently filled within thirty (30) days of the vacancy occurring.

Section 20 Dismissal or Suspension

20.1 Probation, Suspension, Dismissal

The Fire Chief may place on probation, suspend, or dismiss any employee, provided however, that no permanent employee may be suspended or dismissed except for cause and such suspension or dismissal shall be subject to appeal. Any employee who has been suspended or dismissed, shall upon request, be furnished the reason for his/her suspension or dismissal in writing.

Section 21 Grievances

21.1 Grievance Defined

A grievance is any dispute that involved the interpretation or application of any provision of this Memorandum of Understanding, excluding, however, those provisions of this Memorandum of Understanding that specifically provides that the decision of any District official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

21.2 Grievances Shall Be Processed in the Following Manner

1. Any employee who believes he has a grievance may discuss his/her complaint with any Division Chief. If the issue is not resolved at that level or if the employee elects to submit his/her grievance directly to the Association, the procedures hereinafter set forth may be invoked.
2. Any employee or official of the Association shall notify the Chief, in writing, that a grievance exists, stating the particulars of the grievance, and if possible, the nature of the determination desired. The Chief or a personal representative designated by the Chief shall investigate the merits of the complaint and, if the complainant is not the Association, meet also with the officials of the Association. The Chief or his/her designated representative will attempt to reach a satisfactory resolution of the dispute within fourteen (14) calendar days of receipt of the written grievance.
3. If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievances may be submitted to the Board of Directors by either party.

21.3 Complaints

All complaints involving or concerning payment of compensation shall be initially filed, in writing, with the chief, within (30) thirty days of knowledge of such complaint. Only complaints, which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding, shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion.

21.4 Amend or Modify

No adjustment Board shall have the power to amend or modify this Memorandum of Understanding or written agreements of addendum supplementary hereto or to establish any new terms or conditions of employment.

21.5 Grievance changes to the MOU

Proposals to add or to change this Memorandum of Understanding or proposals for written agreements or addendum supplementary hereto shall not be subject to the grievance procedure and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposal, may be referred to the grievance procedure under this section.

Section 22 Organized Mess

All employees Covered by this Memorandum of Understanding shall be required to engage in an organized mess, provided however; the District is not required to provide the meals.

Section 23 Retirement Plan

The District shall continue the present benefit contract with the Public Employees' Retirement System to include the levels of benefits contained in the amended contract with the Public Employees Retirement System dated April 19, 2011 ~~June 1, 1990~~.

The employee shall pay the Employee contribution of 9% to the Public Employees' Retirement System and that amount shall be tax deferred pursuant to Resolution #92-1 -1.

Section 24 Outside Employment

Outside employment shall not constitute a conflict of interest for the employees or the District. No employee shall apply himself, whatsoever, to any outside employment during his/her regular working hours. No emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the District.

Section 25 Random Drug Testing

The Local and the District have worked to provide a substance abuse policy that is appropriate for all employees. The District has adopted that policy as policy #815. The Local agrees with the policy as adopted. The Local and the District agree to meet and confer in good faith on any changes to the adopted policy. The Local and the District also agree that a mutually agreed upon drug testing laboratory will be used for the testing requirements of this policy.

Section 26 Separability of Provision

In the event that any provisions of this Memorandum of Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provisions of the Memorandum of Understanding shall be null and void, but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

Section 27 Parity Study

The District has initiated a parity study. Both parties agree, upon its completion, to enter into discussions regarding the continuing goal to meet parity.

Section 28 Existing Memorandum Of Understanding

28.1 This Memorandum of Understanding shall supersede all existing Memorandum of Understandings between the District and the Association.

This Agreement executed this 21st day of December 2021.

**NORTH COUNTY FIREFIGHTERS ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**

Jess Cortez
President, Local 3058

NORTH COUNTY FIRE PROTECTION DISTRICT

Don Chapin
President, Board of Directors