

**MEMORANDUM OF UNDERSTANDING**

**between**

**NORTH COUNTY FIRE PROTECTION DISTRICT**

**and**

**FIRE CHIEF**

**JULY 1, 2022 THROUGH JUNE 30, 2024**

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## 1. DEFINITION

The Fire Chief will report directly to the Board of Directors of the District. The Fire Chief will plan, organize, direct and coordinate all District operations including administrative and emergency operations including fire protection, emergency medical, and support services. The Fire Chief provides advice and assistance to the Board of Directors in setting District policy. The Fire Chief also serves as duty chief on a rotation basis and is subject to emergency call while on and off duty.

## 2. EXAMPLES OF DUTIES

- Direct, organize and supervise departmental activities relating to the Fire District's mission and goals, which include fire protection, emergency medical, and other support services.
- Uses vision to develop short and long-range plans and ability to follow through implementation of District goals, objectives, priorities, policies, and procedures.
- Regularly be responsible for Duty Chief Coverage which includes responding to major emergency incidents and personally directing activities, when necessary.
- Command Fire District resources on all types of emergencies including the most complex fires, rescues, and hazardous materials incidents.
- Prepare and administer the District's annual budget.
- Represent the District as a community leader in relationships with the public, community groups, and professional organizations.
- Establish a team environment that is supportive to the mission, vision, and values of the District, which includes developing productive and team-oriented relationships between all employees.
- Represent and makes presentation on behalf of the District before the County Board of Supervisors and other county boards and commissions, and coordinate fire department activities with other fire and government agencies.
- Select, supervise, train, and evaluate staff: The Fire Chief is the designated Appointing Authority for the Fire District and the District's Chief Personnel Officer. He has the power to hire and promote personnel within the budgetary guidelines and organizational chart(s) approved by the Board of Directors of the District; the Fire Chief shall also be responsible for imposing discipline when necessary, up to and including termination, within the established policies and procedures adopted by the Fire District. To that end, the Fire Chief or his designee shall serve as the "Skelly Officer" in disciplinary proceedings, and shall be familiar with Skelly rights per *Skelly v. Personnel Bd.*, 15 Cal. 3<sup>rd</sup> 194(1975), and the Firefighters Bill of Rights (FBOR) as codified in California Govt. Code Sections 3250-3262.
- Direct and participate in the development of new ordinances related to fire protection and prevention.
- Establish, coordinate, direct, maintain, and attend training exercises given to all members of the District team.
- Establish and promote continued education for all members of the District team.
- Work closely with the Board President and prepare, on the District's behalf, the regular and special meeting agendas.
- Be knowledgeable of applicable laws, rules, regulations, ordinances and codes pertaining to fire protection, fire prevention and arson investigation.
- Be knowledgeable of grant solicitation processes and strategic planning.
- Maintain an in-depth knowledge of independent Fire District operating procedures, financial

statutory requirements and limitations, administrative and organizational requirements pursuant to the Fire Protection District Law of 1987.

**Ability to:**

- Present self in a manner that promotes an image of being in "Command and Control".
- Lead and direct staff in a manner that allows full participation yet provides straight forward, direct, and concise leadership and follow up.
- Select, supervise, train, and motivate subordinates.
- Work independently, but also part of a team including the efficient utilization of personnel, equipment, and apparatus in routine and emergency situations.
- Write and publicly present staff reports to the Board of Directors at regular and special meetings.
- Enforce regulations with firmness and tact.
- Communicate clearly and concisely both in writing and orally including the ability to speak before groups.
- Establish and maintain effective and cooperative working relationships with staff, other agencies, the media, and the general public (those contacted in the course of work).

**Qualifications - Practice and maintain Knowledge of:**

- Principles, practices, methods, and techniques of developing a team spirit with good organizational communication.
- Managing and supervising modern emergency medical services, fire prevention, and fire suppression activities.
- NCFD capabilities of firefighting apparatus, fire ground operations and equipment.
- Principles and practices of modern fire department administration, risk management, and personnel training.
- Principles and practices of organization, administration, budgeting, and personnel management.

**3. REQUIREMENTS**

- Possess and maintain a valid California Driver's License Class C.
- Subject to response time requirements as identified by Board Resolution.
- Maintain physical condition necessary to perform arduous tasks in a variety of emergency situations. Examples of such tasks include but are not limited to running, carrying heavy loads, standing for long periods of time, crawling, chopping, pulling, pushing, working, standing or walking on slippery, uneven or steep terrain, in extreme heat, cold and humidity.

**4. BASE SALARY**

Effective January 1, 2022 base salary per month is \$14,077.

Effective January 1, 2023 base salary per month is \$15,204.

Effective July 1, 2023 base salary per month is \$15,965.

It is understood that should separation occur the remaining salary will not be paid from the date of separation through the expiration of this MOU.

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**5. HOLIDAYS**

Twelve (12) paid Holidays taken off per year, as follows: New Year's 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.

When an employee works during a regularly scheduled holiday, that employee will be able to exchange that missed holiday time off for a future day. If a regularly scheduled holiday falls on a Saturday or Sunday, the employee shall receive either Friday or Monday off or credit for a future day.

**6. SICK LEAVE**

Sick leave without loss of pay shall be accumulated at the rate of twenty-four (24) hours per month. Based on the accumulation of time, an employee can accumulate a maximum of six thousand (6,000) hours of sick leave time. The time can be used for sick leave in accordance with this Section and the unused time can be used to translate to another use at retirement.

Employees cannot accumulate vacation or sick leave time while absent from the job for over thirty (30) consecutive days while on sick leave.

An employee shall be entitled to a maximum leave for illness of one (1) consecutive year, provided the employee has the required sick leave time accumulated.

Upon an employee's retirement, such employee shall be entitled to receive an amount equal to one-third (1/3) of his accumulated sick leave, or one-third (1/3) of 3,300 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 retirement. No sick leave payoff shall be made to any employee if that employee quits or is discharged by the District.

**7. VACATION**

Twenty (20) working days off for the first year.

Twenty-five (25) working days off for the second year.

Thirty (30) days off after the fifth year.

Vacation must be taken at District convenience.

**8. EMERGENCY LEAVE**

Up to five (5) working days per year may be taken off for emergency leave for death or serious illness in employee's immediate family without loss of pay by 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. Emergency leave is unpaid leave or time off, however use of accrued vacation or other banks of time may be utilized during this leave period.

**9. OVERTIME PAY FOR EXTRAORDINARY DUTY**

The Fire Chief is an exempt employee who is occasionally required to commit to catastrophic events that may span multiple operational periods. These types of events would include; floods, earthquakes, declared disasters, fires and prolonged emergency situations. These extraordinary events may be more than fifteen (15) hours in duration. Such service is considered "extraordinary" and is beyond the scope of their normal duties. The District intends to fairly compensate exempt classes of employees at an overtime rate for work during such extraordinary events in order to protect life, property and the environment.

Overtime for such extraordinary time worked shall be defined as time worked in excess of eight (8) hours, Monday through Friday, and any hours on Saturdays, Sundays and Holidays. For Incidents of fifteen (15) hours or less there will be no overtime pay. If the duration of the response exceeds fifteen (15) hours, overtime pay shall cover the entire time of the extraordinary commitment, beginning at the time of initial dispatch from home base, to the time of return to home base. There shall be only one fifteen (15)-hour period from time of original dispatch, regardless of the number of assignments, until normal scheduled duties are resumed.

Overtime for such time worked by exempt classes of employees shall be compensated at one and one-half times the base hourly rate. The base hourly rate is computed by adding the monthly Base Salary, monthly Educational and monthly In Lieu pay to determine the total monthly pay, the monthly pay is then multiplied by 12 to determine the yearly pay, then the yearly pay is divided by 2080 to determine the base hourly rate.

**10. PORTAL TO PORTAL COMPENSATION**

The District will compensate district employee's 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.

**11. ON-CALL DUTY COVERAGE**

Chief Officers are expected to self-police the equitable sharing of the sixteen (16) weekends described in this provision. Chief Officer should exchange duty weekends or have another Chief Officer cover prior to considering implementation of this section.

To allow Chief Officers to take authorized leave during some of their assigned on-call duty weekends, the District will provide coverage utilizing Chief Officers or qualified Fire Captains that are off-duty from their assigned regular shift.

An on-call duty weekend is described as that 60-hour period between 1700 hours, Friday afternoon to 0800 hours, Monday morning. Coverage is defined as meeting the standards contained in District policy P98-11-2: Duty Chief Response/On-Call Status contained in the District's Operations/Administrative Manual. On-call coverage is from the other Chief Officer's or Fire Captain's residence or other locations meeting the stipulations of the policy.

The District will pay for a maximum of sixteen (16) weekends of coverage during a fiscal year period.

On-call Duty Chief coverage pay will be provided to those Chiefs who assume extra Fire District cover assignments for those who are unavailable to cover their normally assigned shift duties and/or for those chiefs who are on authorized leave assignments during those extraordinary times.

The current pay rate for any person who is assigned this duty chief coverage is a flat rate of \$ (Current Rate) per 24-hour period. This rate is a composite of a Fire Captain's time and one-half (1/2) hourly rate valued at one-third (1/3) of the total. The 60-hour coverage period may be split between more than one assigned cover person, however, a minimum of six (6) hours of on-call coverage is needed to be considered for a proportionate share of the flat rate. This provision is not subject to any retroactive pay adjustments following a re-negotiation by any party or bargaining group.

## **12. UNIFORM ALLOWANCE**

The District shall purchase, maintain, clean and specify all duty and dress uniforms. All uniforms are the property of the District.

The Division Chief shall comply with department standards regarding appearance and cleanliness. The District shall pay the cost of cleaning authorized department uniforms by establishing an account at a dry-cleaning establishment located within the District.

The District shall replace uniforms on an as-needed basis. It shall be the responsibility of the employee to arrange for approved purchasing, fitting, pick up, delivery, and repair of uniform items.

For PERS reporting purposes, the value of purchase, maintenance, and replacement is \$600 per year. The District shall pay the employer contribution and the employee shall pay the employee contribution for the value of the uniform service. Such payment (\$54) shall be made through a payroll deduction during the November 5 payroll and reporting to PERS appropriately.

**13. MEDICAL/LIFE INSURANCE**

- A. The District shall contribute a maximum of \$1,600 to maintain medical, dental, vision, and life insurance benefits.

Employee shall enroll in the CalPERS Health Program and may choose any plan available to him/her within that program. The individual whose premium exceeds the maximum \$1600 shall pay the additional costs through payroll deduction.

In any parity calculations, the health insurance benefit shall be based on the \$1600 maximum and not the actual amount paid for the individual employee. Any amount over \$600.00 unused by the member shall be provided to the member as 'in-lieu' pay.

- B. The District will participate in the California Association of Professional Firefighter's Long-Term Disability Plan at a premium of \$9.50 per employee per month. The employee will pay any premium increases. The District and the employee in direct proportion to their contribution will share any refunds.
- C. The District will contribute \$24.75 per month to provide the 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.

**14. MEDICAL INSURANCE UPON RETIREMENT**

- A. 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 \$800.00 per month, effective March 1, 2018, and shall receive the health insurance benefits selected by members of Local 3058 until the retired employees reach age 65, under all the following terms and conditions:

1. 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 be provided with said health insurance contribution 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.



2. 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.
3. The benefits under this provision only apply to current employees and their retirement and in no way effect any existing retiree's benefits.

It is understood by the parties that after negotiation with recognized bargaining groups, the District may change the health plan and/or the level of benefits for active employees from year to year and that the health plan and/or level of benefits that the District provides for retired employees will vary accordingly. In the event the District discontinues provision of a health plan for its active employees, it shall continue to provide a health plan and health benefits for employees who were retired at the time of such discontinuance equivalent or as similar as possible to the plan and benefits in effect immediately prior to that time.

#### **15. RETIREMENT BENEFIT**

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.

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.

#### **16. LABOR DISPUTE**

In the event of a department labor dispute, and line personnel shall fail to report for duty, compensation will be paid for time incurred by Chief Officers in labor dispute mitigation activity.

#### **17. 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.

#### **18. EVALUATION OF EMPLOYMENT**

During your employment with the District, you will be subject to performance evaluations as will be directed by the Board of Directors. These evaluations will be conducted according to District procedure established by the Board, and your performance shall be reviewed as it relates to your job description and compliance with the criteria established, both within this MOU and criteria that may be added from time to time, for your position as Fire Chief. After

the conclusion of each evaluation, you shall be informed of the results of the evaluation, and the District, through the Board, will take appropriate action based upon the evaluation.

The Board, through its' appointed representatives, will meet with the Fire Chief regularly to discuss performance as it relates to the employment criteria. The Board representatives may provide guidance and or direction to the Fire Chief as it relates to his employment or, as it relates to the direction the Board has established for the department and the Fire Chief.

Goals and milestones may be established and any evaluation may be directly related to how such goals and milestones are achieved. Evaluation results will be used when considering any pay increases and or incentive pay.

**19. CALSTAR GROUP MEMBERSHIP**

The North County Fire Protection District will enroll all members into the CALSTAR Family Membership Program at the Districts expense.

**20. APPLICATION AND REVISION**

The preceding provisions and term begins January 1, 2023 and expires on June 30, 2024, or until a new Memorandum of Understanding is agreed upon.

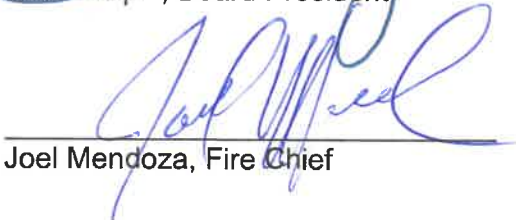
This Agreement executed this 21<sup>st</sup> day of February 2023.

**21. EMERGENCY REASSIGNMENT**

In the event of a fiscal emergency or reorganization where the District has to reduce staffing, the Division Chiefs may be reassigned to a 56-hour work week. Such reassignment will be per the terms and conditions of the appropriate M.O.U. or other controlling agreement in place for the assigned work.



Don Chapin, Board President



Joel Mendoza, Fire Chief