

**Take Action on  
Approval of Memorandum of Understanding  
between the District and Local 3058**

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**PURPOSE:** To present to the Board current Memorandum of Understanding between the District and the Local 3058.

**OUTLINE:** At this time, agreements between the Board and the Local 3058 has been reached. Ratification of the Local 3058 MOU effective July 1, 2020 through June 30, 2021 is required.

**RECOMMENDATION:** That the Board of Directors adopt the Local 3058 MOU and authorize the President to sign on behalf of the District.

**MEMORANDUM OF UNDERSTANDING  
FOR JULY 1, 2020 THROUGH JUNE 30, 2021**

**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, 2020 through June 30, 2021.

## **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	\$5,543
	Step 2	\$5,712
	Step 3	\$5,880
	Step 4	\$6,049
	Step 5	\$6,289
LIEUTENANT	Step 1	\$7,042
CAPTAIN	Step 1	\$7,795

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	\$5,529
	Step 2	\$5,698
	Step 3	\$5,867
	Step 4	\$6,036
	Step 5	\$6,226
LIEUTENANT	Step 1	\$6,972
CAPTAIN	Step 1	\$7,718

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.

### **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 employees name from the re-employment eligibility list. In the event an employee recalled to work declines, the employees 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 or 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 14<sup>th</sup> day of July 2020.

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

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Jess Cortez  
President, Local 3058

**NORTH COUNTY FIRE PROTECTION DISTRICT**

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Don Chapin  
President, Board of Directors

# **Addendum to MOU for the period of July 1, 2020 – June 30, 2021**

This Addendum is by and between North County Fire Fighters Association and the Board of Directors. On July 1, 2020 the Board of Directors authorized President Chapin to sign the MOU reflecting the below stated changes.

## **Section 5 Staffing and Days/Hours of Work**

### **5.1 Minimum Staffing**

Minimum staffing shall be defined as: One fire officer (no acting officers) and one full time subordinate at stations one, two, and three (2-2-2). The Local 3058 will consist of no less than 22 members.

#### **Sunset Clause:**

Effective July 1, 2020, staffing will revert to the previously established Minimum Staffing Levels as agreed to in the latest MOU for July 1, 2020 through June 30, 2021 as shown below:

## **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).

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Donald D. Chapin Jr., Board President

Date

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Jess Cortez, President, Local 3058

Date

**Take Action on  
Approval of Memorandum of Understanding  
between the District and Division Chiefs**

---

**PURPOSE:** To present to the Board current Memorandum of Understanding between the District and the Division Chiefs.

**OUTLINE:** At this time, agreements between the Board and the Division Chiefs has been reached. Ratification of the Division Chiefs' MOU effective July 1, 2020 through June 30, 2021 is required.

**RECOMMENDATION:** That the Board of Directors adopt the Division Chiefs' MOU and authorize the President to sign on behalf of the District.

**MEMORANDUM OF UNDERSTANDING**

**between**

**NORTH COUNTY FIRE PROTECTION DISTRICT**

**and**

**DIVISION CHIEFS**

**JULY 2020 THROUGH JUNE 2021**

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## **1. DEFINITION**

Under the general direction and authority of the Fire Chief, serves as a Division Chief for the District. Plans, supervises, and coordinates the activities of Fire Prevention and assumes administrative duties as required. The Division Chief provides highly responsible and technical staff assistance to the Fire Chief. The Division Chief serves as duty chief on a rotating basis and is subject to emergency call while on and off duty. The Division Chief is also subject to staff rotational assignments as required and other duties as assigned.

Supervision Received and Exercised:

The Division Chief will be responsible for developing; implementing and evaluating assigned programs, as well as assisting in the overall operation of the fire department and its budget.

## **2. EXAMPLES OF DUTIES**

- Commands fire department resources on all types of emergencies, including the most complex fires, rescues, and hazardous materials incidents.
- Researches and recommends department policy.
- Supervises and coordinates station duties and assignments.
- Supervises and evaluates assigned subordinates.
- Investigates fires to determine cause and origin in conjunction with an Incident Commander's responsibilities.
- Assists with planning, organizing, scheduling, conducting, and evaluation of the Fire District's training program.
- Assist with managing and maintaining the District's training records.
- Coordinates drills with outside agencies and other outside events as assigned.
- Coordinates specialized drills such as hazardous materials, rescue, and emergency medical services.
- Coordinates District's fire communications radio system including policies and procedures.
- Manages and coordinates pre-fire planning activities for engine company personnel.
- Manages and coordinates the Reserve Firefighter's Program including the recruitment of Reserve Firefighters.
- Coordinates Fire Department activities with other city, county, state, and federal agencies.
- Supervise department personnel, procurement, budget, and accounting activities.
- Perform related assignments as necessary and other duties as assigned.



### 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

Step One	\$10,385 per month
Step Two	\$10,753 per month
Step Three	\$11,134 per month

Division Chiefs are exempt employees whose Base Salary covers ordinary Duty Chief Coverage for assigned shifts and after hour response.

### 5. SALARY ADVANCEMENT

Employee shall be advanced from the first step to the second step in the respective classification after completion of six (6) 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

### 6. 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.

### 7. 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.

## **8. 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.

## **9. 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.

## **10. OVERTIME PAYFOR EXTRAORDINARY DUTY**

Division Chiefs are exempt employees who are 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.

#### **11. 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.

#### **12. 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.

### **13. 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.

### **14. MEDICAL/LIFE INSURANCE**

A. The District shall contribute a maximum of \$1397.09 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 \$1397.09 shall pay the additional costs through payroll deduction.

In any parity calculations, the health insurance benefit shall be based on the \$1397.09 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. PROBATIONARY STATUS & EVALUATION OF EMPLOYMENT**

A six month (taking into account the time already spent and evaluated in the position) probationary period shall be completed, subject to quarterly performance evaluations. Commencing on \_\_\_\_\_ and concluding on \_\_\_\_\_. Your performance shall be reviewed as it relates to:

- A. Your 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., supervisors, 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 dismissal.

**20. CALSTAR GROUP MEMBERSHIP**

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

**21. APPLICATION AND REVISION**

The preceding provisions and term begin July 1, 2020 and expires on June 30, 2021, or until a new Memorandum of Understanding is agreed upon.

This Agreement executed this 14<sup>th</sup> day of July 2020.

**22. 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.

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Don Chapin, Board President

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Joel Mendoza, Division Chief

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Rick Parker, Division Chief

**Take Action on  
Approval of Memorandum of Understanding  
between the District and Fire Chief**

---

**PURPOSE:** To present to the Board current Memorandums of Understanding between the District and the Fire Chief.

**OUTLINE:** At this time, agreements between the Board and the Fire Chief has been reached. Ratification of the Fire Chief MOU effective July 1, 2020 through October 31, 2020 is required.

**RECOMMENDATION:** That the Board of Directors adopt the Fire Chief's MOU and authorize the President to sign on behalf of the District.



**MEMORANDUM OF UNDERSTANDING**

**between**

**NORTH COUNTY FIRE PROTECTION DISTRICT**

**and**

**FIRE CHIEF**

**MARCH 2020 THROUGH OCTOBER 2020**

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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 July 1, 2020 base salary per month is \$11,914.00 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 PAYFOR 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-CALLDUTY 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 \$1397.09 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 \$1397.09 shall pay the additional costs through payroll deduction.

In any parity calculations, the health insurance benefit shall be based on the \$1397.09 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 begin July 1, 2020 and expires on October 31, 2020, or until a new Memorandum of Understanding is agreed upon.

This Agreement executed this 14<sup>th</sup> day of July 2020.

**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.

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Don Chapin, Board President

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Jess Mendoza, Fire Chief

**Take Action on  
Approval of Memorandum of Understanding  
between the District and Administrative Officer**

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**PURPOSE:** To present to the Board current Memorandum of Understanding between the District and the Administrative Officer.

**OUTLINE:** At this time, agreements between the Board and the Administrative Officer has been reached. Ratification of the Administrative Officer MOU effective July 1, 2020 through June 30, 2021 is required.

**RECOMMENDATION:** That the Board of Directors adopt the Administrative Officer MOU and authorize the President to sign on behalf of the District.

**MEMORANDUM OF UNDERSTANDING**

between

**NORTH COUNTY FIRE PROTECTION DISTRICT**

and

**ADMINISTRATIVE OFFICER**

**July 1, 2020 through June 2021**

**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 three (3) one-year periods 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	\$29.30 per hour	(\$60,935 per year)
Step Two	\$31.06 per hour	(\$64,612 per year)
Step Three	\$33.82 per hour	(\$70,338 per year)
Step Four	\$37.14 per hour	(\$77,250 per year)
Step Five	\$38.25 per hour	(\$79,568 per year)
Step Six	\$39.62 per hour	(\$82,400 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 \$1297.09 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 \$1297.09 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 July 1, 2020 and expires on June 30, 2021, or until a new Memorandum of Understanding is agreed upon.

This Agreement revised and executed this 14<sup>th</sup> day of July 2020.

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Carolina Bravo  
Administrative Officer

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Don Chapin  
President



**MEMORANDUM OF UNDERSTANDING**

between

**NORTH COUNTY FIRE PROTECTION DISTRICT**

and

**ADMINISTRATIVE OFFICER**

**July 1, 2020 through June 2021**

**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 three (3) one-year periods 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	\$29.30 per hour	(\$60,935 per year)
Step Two	\$31.06 per hour	(\$64,612 per year)
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Step Four	\$37.14 per hour	(\$77,250 per year)
Step Five	\$38.25 per hour	(\$79,568 per year)
Step Six	\$39.62 per hour	(\$82,400 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 \$1397.09 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 \$1397.09 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 July 1, 2020 and expires on June 30, 2021, or until a new Memorandum of Understanding is agreed upon.

This Agreement revised and executed this 14<sup>th</sup> day of July 2020.

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Carolina Bravo  
Administrative Officer

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Don Chapin  
President