

NORTH COUNTY FIRE PROTECTION DISTRICT

MANAGEMENT COMPENSATION PLAN



Covering the Period of

JULY 1, 2011 TO JUNE 30, 2012

Table of Contents

ARTICLE 1.	PURPOSE.....	1
ARTICLE 2.	ACKNOWLEDGMENTS	1
ARTICLE 3.	DESIGNATION OF MANAGEMENT	1
ARTICLE 4.	MANAGEMENT EMPLOYEES.....	1
ARTICLE 5.	MANAGEMENT SALARIES	1
ARTICLE 6.	RECLASSIFICATION PROCEDURES	3
ARTICLE 7.	MANAGEMENT BENEFITS	3
7.1.	MANAGEMENT BENEFITS.....	3
7.2.	FORTY (40) HOUR WORK SCHEDULE.....	3
7.3.	9/80 WORK SCHEDULE.....	3
7.4.	FOR SHIFT BATTALION CHIEFS.....	4
7.5.	VACANCY POLICY.....	4
7.6.	ANNUAL LEAVE	4
7.7.	SICK LEAVE	5
7.8.	HOLIDAY LEAVE	6
7.8.2.	FOR SHIFT BATTALION CHIEFS.....	6
7.9.	BEREAVEMENT LEAVE	7
7.10.	COURT LEAVE.....	7
7.11.	SHIFT TRADE.....	8
7.12.	UNIFORMS.....	8
7.13.	ADDITIONAL HOURS/MANAGEMENT PERSONNEL DOCKING.....	8
7.14.	PAYROLL DEDUCTIONS.....	8
7.15.	HEALTH CONTRIBUTION	8
7.16.	PERSONAL TIME.....	9
7.17.	RETIREMENT.....	9
7.18.	PHYSICAL EXAMINATIONS:	10
7.19.	EDUCATION INCENTIVE	10
7.20.	ADMINISTRATIVE LEAVE	10
7.21.	POST RETIREMENT HEALTH BENEFIT	10
ARTICLE 8.	GRIEVANCE PROCEDURE	11
8.4.	STEP ONE.....	11
8.5.	STEP TWO	12
ARTICLE 9.	LEAVE OF ABSENCE.....	12
ARTICLE 10.	TERM OF PLAN	12
EXHIBIT A -	Management Wage Scales.....	A-I
EXHIBIT B -	Growth Calculation Example.....	B-I

ARTICLE 1. PURPOSE:

- 1.1. To establish a distinct and separate procedure for establishing the compensation of Management **EMPLOYEES**. Prior to the end of this agreement, the Board Negotiators shall meet and confer with the Management Group to discuss matters regarding the Management Compensation Plan.

ARTICLE 2. ACKNOWLEDGMENTS:

- 2.1. The North County Fire Protection **DISTRICT** recognizes the special responsibilities and demands placed upon its Management **EMPLOYEES**. The **DISTRICT** also notes the necessity to compensate these **EMPLOYEES** in order to maintain a high caliber of top leadership and administrative support. At the same time, the **DISTRICT** expects a satisfactory level of performance in return for compensation.

ARTICLE 3. DESIGNATION OF MANAGEMENT:

- 3.1. Management is designated as the Chief Officers excepting the Fire Chief/CEO.

ARTICLE 4. MANAGEMENT EMPLOYEES:

- 4.1. Management **EMPLOYEES** are exempt from the competitive service and serve at the pleasure of the Fire Chief/CEO.
- 4.2. Shift Battalion Chiefs are non-exempt employees, with respect to the overtime regulations of the Department of Labor (that is, they are paid hourly and receive overtime and FLSA pay). Other Management Personnel are exempt **EMPLOYEES** with respect to the overtime regulations of the Department of Labor (that is, they are paid a salary, regardless of hours worked).

ARTICLE 5. MANAGEMENT SALARIES:

- 5.1. For the period July 1, 2008 to June 30, 2010, wages shall be paid as set forth in the attached document titled "Wage Scale July 1, 2008 [Exhibit A]."
- 5.2. For the period commencing July 1, 2008, through the end of this agreement, the wage scale shall be adjusted annually on July 1st each year using the following procedure:
 - 5.2.1. During the month of May, parties signatory to this agreement meet at a mutually agreeable time and place.
 - 5.2.2. Determine anticipated new revenue or "growth" for the new fiscal year starting on the following July 1st. "New Revenue" is defined as follows:

- 5.2.2.1. Compare the preliminary estimated opening charges from San Diego County for the coming fiscal year with the preliminary estimated opening charges for the current fiscal year, as reported by the County last year. The net difference between these two numbers is then adjusted as follows:
 - 5.2.2.1.1. Anticipated changes in PERS contribution rates.
 - 5.2.2.1.2. Known changes in health benefit costs.
 - 5.2.2.1.3. Anticipated changes in non-personnel operating costs for the **DISTRICT** – calculated by applying the most current annual San Diego regional change in the CPI to the **DISTRICT'S** non-personnel operating costs for the current fiscal year.
 - 5.2.2.1.4. Other issues identified by the representatives to include additional revenue shifts by the state or other external mandates that significantly affect the **DISTRICT'S** fiscal health.
 - 5.2.2.1.5. An example of the above calculation is attached as “Exhibit B.”
- 5.2.3. Distribute the adjusted new revenue (as described in 5.2.2.) as follows:
 - 5.2.3.1. Fifty percent (50%) to fund salary increases to achieve wage parity in 5.2.3.2. below. Wage parity, as defined in the MOUs, is the wage ceiling unless modified by all parties. Until parity is achieved, available dollars are applied equally across all **EMPLOYEES** and groups. As individual classifications achieve parity, no additional increases will be provided for that classification until such time as they again are below wage parity as defined in the respective MOU.
 - 5.2.3.2. Parity is defined as the average of the top step for the Battalion Chief position for: the Cities of Escondido, Encinitas, Oceanside, Poway, San Marcos, Santee, Vista and the San Miguel and Rancho Santa Fe Fire Protection **DISTRICTS**.
 - 5.2.3.2.1. The rank of Division Chief will be fifteen percent (15%) above the rank of Battalion Chief.
 - 5.2.3.2.2. The rank of Deputy Fire Chief will be fifteen percent (15%) above the rank of Division Chief.
 - 5.2.3.3. Forty percent (40%) to fund **DISTRICT** activities and programs as defined through the normal budgeting process.

- 5.2.3.4. Ten percent (10%) is added to "5.2.3.1." above to achieve the goal of wage parity. Upon achievement of wage parity, this portion is added to "5.2.3.3." for **DISTRICT** activities and programs.
- 5.2.3.5. Upon achievement of wage parity for all groups, the portion of new revenue earmarked for salaries in "5.2.3.1." above becomes available for augmenting the existing **EMPLOYEE** benefits or programs.
- 5.3. Upon completion of the one (1) year probationary period with satisfactory **EMPLOYEE** review, an **EMPLOYEE** may be elevated to regular step.
- 5.4. An **EMPLOYEE** may be reduced to probationary step for up to one (1) year for unsatisfactory performance at the discretion of the Fire Chief/CEO.
- 5.5. Downward adjustments shall specifically identify the unsatisfactory performance and provide a specific plan, developed by the Fire Chief/CEO and the **EMPLOYEE**, to improve said unsatisfactory performance.
- 5.6. To provide better service to the **DISTRICT**, all management **EMPLOYEES** shall reside within the boundaries of the North County Fire Protection **DISTRICT** or within a forty-five minute (45-minute) travel time to the Headquarters Fire Station.

ARTICLE 6. RECLASSIFICATION PROCEDURES:

- 6.1. Any action taken by the **DISTRICT** that creates a reclassification of management personnel shall be subject to meet and confer requirements. If a reclassification necessitates downward adjustments of management personnel, said actions will occur in reverse order of promotion, unless mutually agreed upon by the **DISTRICT** and the affected Management **EMPLOYEE(S)**.

ARTICLE 7. MANAGEMENT BENEFITS:

- 7.1. The work schedule for Management personnel other than the shift Battalion Chief position may include any of the following, as specified by the Fire Chief/CEO:

7.2. FORTY (40) HOUR WORK SCHEDULE:

- 7.2.1. Workweek shall be eight (8) hours per day, five days per week.

7.3. 9/80 WORK SCHEDULE:

- 7.3.1. Work schedule shall consist of eighty (80) hours, spread over nine (9) workdays in a two (2)-week pay period. Scheduling of workdays and days off shall be according to a regularly established schedule, coordinated with other Management personnel on the same schedule, and approved by the Fire Chief/CEO.

7.4. FOR SHIFT BATTALION CHIEFS:

7.4.1. The work schedule shall be a fifty-six (56) hour/week. The work cycle shall be the same as for Safety personnel and is established as follows:

Four shifts (24 hours on - 24 hours off)
Four consecutive days off
Four shifts (24 hours on - 24 hours off)
Six consecutive days off

7.4.2. This schedule is repeated following the six (6) consecutive days off period. The work schedule is based on three (3) platoon system (A, B and C crew).

DAY	1	2	3	4	5	6	7
SHIFT	A	C	A	B	A	B	A
DAY	8	9	10	11	12	13	14
SHIFT	B	C	B	C	A	C	A
DAY	15	16	17	18	19	20	21
SHIFT	C	A	B	A	B	C	B
DAY	22	23	24				
SHIFT	C	B	C				

7.4.3. Standby/Duty Officer coverage shall be provided by Chief Officers or certified Acting Chief Officers.

7.5. VACANCY POLICY:

7.5.1. All vacancies whether planned, scheduled, unscheduled or unplanned, shall be filled at the discretion of the Fire Chief/CEO or his designee. The Fire Chief/CEO shall provide a written policy.

7.6. ANNUAL LEAVE:

7.6.1. Management **EMPLOYEES** shall accrue twenty (20) hours annual leave per calendar month. Accumulated annual leave shall not exceed 600 hours as of July 1st, of any year. Individuals may accrue more than 600 hours in the accounting period of July 2nd to June 30th of any fiscal year. Any individual having more than 600 hours of accrued annual leave on July 1st of any year shall be paid for all hours in excess of 600 hours. The Fire Chief/CEO may allow additional accumulation in unusual circumstances, which require the **EMPLOYEE** to forego vacation for the convenience and benefit of the **DISTRICT**.

- 7.6.2. Management **EMPLOYEES** may be paid annually for unused annual leave upon request of the **EMPLOYEE** with approval of the Fire Chief/CEO or designee and the ability for the **DISTRICT** to pay.
- 7.6.3. Upon separation of employment, one hundred percent (100%) of the value of all remaining unused Annual Leave shall be contributed to the **EMPLOYEE'S** individual account in the post retirement medical benefit trust and/or an approved 457 Plan at the rate of pay in effect at the time of separation from the **DISTRICT**.
- 7.6.4. For the purposes of this section, the term "Annual Leave" is synonymous with the term "Vacation Leave".
- 7.7. SICK LEAVE:

7.7.1. Management **EMPLOYEES** shall accrue twelve (12) hours sick leave per calendar month. Beginning on June 30, 2006, on June 30th of each year, all **EMPLOYEES** who have been employed by the **DISTRICT** for ten (10) years or more with a Sick Leave accrual in excess of 540 hours shall have those excess hours converted to a cash value, based on the **EMPLOYEE'S** salary for the current fiscal year. Such cash value shall be immediately paid into the **EMPLOYEE'S** individual account in the post retirement medical benefit trust in accordance with all applicable laws and regulations.

7.7.2. With the exception of death, or an unforeseen injury or illness causing separation from employment, the **EMPLOYEE** shall give the **DISTRICT** sufficient notice of intended separation such that the **DISTRICT** can budget for the payout. Specifically, the **EMPLOYEE** shall notify the **DISTRICT** no later than May 1st of the year of intended separation from employment any time between July 1st and June 30th. For example, an **EMPLOYEE** intending to retire between July 1, 2006 and June 30, 2007 must notify the **DISTRICT** of their intended retirement by no later than May 1, 2006.

7.7.3. After ten (10) years of service, **EMPLOYEES** shall have the following options:

7.7.1.1. Upon separation from employment, one hundred percent (100%) of the value of all remaining unused Sick Leave shall be contributed to the **EMPLOYEE'S** individual account in the Post Retirement Medical Benefit Trust at the rate of pay in effect at the time of separation from the **DISTRICT**. All or a portion of this value may also be used to pre-fund any premium payments due for participation in the group portion of the Post Retirement Medical Benefit Trust and/or an approved 457 Plan.

7.7.1.2. All or a portion of the accrued Sick Leave may be credited to the **EMPLOYEE'S** PERS Retirement in order for said **EMPLOYEE** to retire early.

7.8. HOLIDAY LEAVE:

7.8.1. Management **EMPLOYEEES** shall be entitled to the following Holidays:

7.8.1.1. Forty-hour, modified Forty-hour per Week and 9/80 work schedule **EMPLOYEEES** shall receive the following eleven (11) Holidays:

- 7.8.1.1.1. New Years,
- 7.8.1.1.2. Washington's Birthday,
- 7.8.1.1.3. Memorial Day,
- 7.8.1.1.4. Martin Luther King Day,
- 7.8.1.1.5. Independence Day,
- 7.8.1.1.6. Labor Day,
- 7.8.1.1.7. Admission Day,
- 7.8.1.1.8. Columbus Day,
- 7.8.1.1.9. Veteran's Day,
- 7.8.1.1.10. Thanksgiving Day and
- 7.8.1.1.11. Christmas Day.

7.8.1.2. If a Holiday falls on a Saturday or Sunday, the leave period shall commence on Friday or Monday respectfully. Holidays falling during a leave period shall not be deducted from Leave. **EMPLOYEEES** may select three (3) of their existing holidays and utilize them as floating Holidays, per approval of the Fire Chief/CEO.

7.8.2. FOR SHIFT BATTALION CHIEFS:

7.8.2.1. Each **EMPLOYEE** shall be paid, at their current rate, one hundred and thirty-two hours (132 hours) of in-lieu pay each year divided equally among bi-weekly paychecks.

7.8.2.2. Any **EMPLOYEE** receiving in-lieu pay, as described above shall not be entitled to time-off holidays, except as provided in Section E below.

7.8.2.3. Any **EMPLOYEE** who separates employment mid-year and has received any of the in-lieu payments as described herein, the salary cost of the pre-credited in-lieu pay shall be deducted on a pro-rated basis for the **EMPLOYEE'S** final paycheck.

7.8.2.3.1. New **EMPLOYEEES** who commence employment during the year shall receive in-lieu pay, as described above, on a pro-rated basis.

7.8.2.3.2. Any **EMPLOYEE** may elect to use up to twenty-four (24) hours of the 132 hours he/she would have received in the form of in-lieu pay for the purpose of taking education classes or career development training. The in-lieu payments following such training shall be reduced accordingly.

7.9. BEREAVEMENT LEAVE:

7.9.1. Management **EMPLOYEES** shall be entitled to Bereavement Leave consisting of three (3) days per calendar year on a non-cumulative basis. This leave shall be limited to deaths that occur within the immediately family, to include: spouse, child, brother, sister, parent, step children, in-laws and other blood relatives at the discretion of the Fire Chief/CEO.

7.10. COURT LEAVE:

7.10.1. Management **EMPLOYEES** who are summoned by a court and appear for the purpose of qualifying or serving as a juror or who actually appear as a witness are entitled to court leave for that period of service.

7.10.2. A Management **EMPLOYEE** who serves or appears for a portion of the regular working day or shift shall return to work when not required to return to court the next day.

7.10.3. To be granted Court Leave, a Management **EMPLOYEE** shall submit to his/her supervisor a true copy of the summons for jury or witness service. Management **EMPLOYEES** shall immediately notify their immediate supervisor so as to provide for adequate relief coverage of personnel within specified limits.

7.10.4. The term of jury service does not include periods during which the Management **EMPLOYEE** is excused (such as weekend or holidays) or discharged by the Court, either for an indefinite period subject to call by the court or for a definite period in excess of one working day or shift. Those management **EMPLOYEES** who are temporarily discharged or excused from court service during weekend periods shall return to their regular work assignments.

7.10.5. Management **EMPLOYEES** on Court Leave shall obtain from the court clerk a certification as to their daily attendance as a juror or witness. Management **EMPLOYEES** shall provide this certification to their immediate supervisors.

7.10.6. Management **EMPLOYEES** may retain any sums paid to reimburse them directly for out of pocket costs, such as meals, mileage, transportation, etc. Management **EMPLOYEES** shall not be entitled to keep any such fees or wages paid to them by the court for the purposes of jury service. Management **EMPLOYEES** shall reimburse the **DISTRICT** for any fee paid to them. Management **EMPLOYEES** shall not use any of the provisions of this article for personal or private gain at the expense of the **DISTRICT**.

- 7.11. SHIFT TRADE: Shift Battalion Chiefs may mutually exchange duty days (shift trade) in grade only and with the approval of the Fire Chief/CEO or designee.
- 7.12. UNIFORMS: Required uniforms shall be provided by the **DISTRICT**, under regulations prescribed by the Fire Chief/CEO.
- 7.13. ADDITIONAL HOURS/MANAGEMENT PERSONNEL DOCKING:
- 7.13.1. There shall be no docking of leave or pay for any exempt management **EMPLOYEE** for absences of less than eight (8) hours.
- 7.14. PAYROLL DEDUCTIONS: The **DISTRICT** agrees to process credit union deductions and may process other **EMPLOYEE** authorized benefits as payroll deductions.
- 7.15. HEALTH CONTRIBUTION:
- 7.15.1. The **DISTRICT** agrees to offer the PERS Health Benefits Program and pay a portion of the associated premiums as specified in Section 6.15.2. of this Article. The **EMPLOYEE** agrees that he/she is liable for the difference between the total cost of the health plan he/she chooses and the **DISTRICT'S** PERS Health Benefit Contribution.
- 7.15.2. The **DISTRICT** agrees to maintain a cafeteria-style benefit plan to be available to all Management **EMPLOYEES**. Benefits, which are available through this plan, include dental insurance, vision care, life insurance and health insurance.
- 7.15.3. The **DISTRICT** agrees to pay an amount equal to ninety percent (90%) of the Blue Shield HMO premium for the **EMPLOYEE'S** designated level of insurance (**EMPLOYEE** only, **EMPLOYEE** plus one (1), or **EMPLOYEE** plus family). The employee may apply this amount from the **DISTRICT** towards any of the health insurance plans offered by the **DISTRICT** with any additional costs to be deducted from the **EMPLOYEE'S** pretax salary as a payroll deduction. Any excess funds will be retained by the **DISTRICT** and may not be used by the **EMPLOYEE** for any other purpose.
- 7.15.4. The **DISTRICT** agrees to pay all administrative fees/costs associated with the above programs.
- 7.15.5. In no event shall the **DISTRICT** contribution exceed the total of the most expensive medical, dental, eye care and life insurance family plans available. It is mutually agreed by all parties that said excess funds, (182.19 monthly per individual **EMPLOYEE**) shall be made available for the purchase of life, dental, vision and/or health insurance as provided for in the NCFPD cafeteria plan. NCFPD agrees to pay \$2.20 (or current cost) on behalf of all eligible **EMPLOYEES** for the purchase of a \$10,000 life insurance policy as required

by FDAC for plan participation. The balance of said excess funds may at the **EMPLOYEES** discretion be used for the purchase any cafeteria plan benefit. Any unused portion of said excess funds shall revert back to NCFPD and shall not be available to the **EMPLOYEE** for any purpose.

7.16. PERSONAL TIME:

7.16.1. Chief Officers shall have the ability to earn Personal Time, on an hour-for-hour basis, for additional hours worked to include: duty assignments, holidays, emergencies, strike teams and the like. At the **EMPLOYEE'S** discretion, they may choose to be paid for the earned Personal Time in the current pay period or add the hours to their Personal Time accrual. Personal Time off may only be requested after accrual. Personal Time off shall be scheduled at the discretion of the Fire Chief/CEO and shall not be compensable or transferable upon separation or termination.

7.16.2. Personal Time shall not exceed one hundred and forty (140) hours as of July 1st of any year.

7.16.3. Chief Officers shall have the ability to sell back up to forty (40) hours Personal Time in any given fiscal year.

7.16.4. Chief Officers may select eight (8) hours straight time pay or receive the total amount designated for "Personnel Costs" from the reimbursing agency when filling strike team or other overhead assignments.

7.17. RETIREMENT:

7.17.1. The **DISTRICT** shall contract with the Public Employees' Retirement System (PERS) to provide, in addition to minimum benefits, retirement benefits described in California Government Code, Section 21363.1, known commonly as 3% at 55. The contract shall also include the following:

7.17.1.1. Fourth level of 1959 Survivor Benefits (Section 21574).

7.17.1.2. Two years additional service credit (Section 20903).

7.17.1.3. Credit for unused sick leave (Section 20965).

7.17.1.4. Post-retirement survivor Allowance (Sections 21624, 21626 and 21628).

7.17.1.5. One-year final compensation (Section 20042).

7.17.1.6. Military Service Credit as Public Service (Section 21024).

7.17.1.7. Effective the first day of the pay period that July 1, 2011 falls in, the **DISTRICT** shall pay five percent (5%) of the nine percent (9%) of the

EMPLOYEE contribution to PERS. The **EMPLOYEE** shall pay four percent (4%) of the **EMPLOYEE** contribution. The contribution by the **DISTRICT** shall be vested to the **EMPLOYEE'S** account with PERS. It is the intent that the four percent (4%) payment is to go toward reduction of the Side Fund liability.

7.17.2. Reporting the value of Employer Paid Member Contribution (EPMC).

7.17.3. The **DISTRICT** shall report the value of the Employer Paid Member Contributions (EPMC) to CALPERS as additional compensation (Section 20636 c).

7.18. PHYSICAL EXAMINATIONS: Shall be in accordance with the **DISTRICT'S** Wellness Program.

7.19. EDUCATION INCENTIVE:

7.19.1. **DISTRICT** agrees to pay or to reimburse tuition and book costs of any course on job-related subjects, which have been approved by the Fire Chief/CEO or his designated representative for **EMPLOYEEES** covered by this Agreement.

7.19.2. In an effort to encourage additional education for management **EMPLOYEEES**, the **DISTRICT** agrees to pay or reimburse seventy-five percent (75%) of tuition and material costs for upper division and postgraduate course studies.

7.20. ADMINISTRATIVE LEAVE: Management personnel may receive Administrative Leave at the discretion of the Fire Chief/CEO. Administrative Leave is non-cumulative.

7.21. POST RETIREMENT HEALTH BENEFIT:

7.21.1. The **DISTRICT** agrees to support the development and implementation of a Retirement Medical Benefit Trust (RMBT) to provide post-retirement medical benefits to **DISTRICT** retirees. The **DISTRICT'S** financial support of the RMBT will be limited to payment of the legal and administrative fees required to establish the RMBT and the payment of the monthly administrative charges for the plan. Such plan shall be established and operated within the legal parameters established by the US Internal Revenue Service. The **DISTRICT** Fire Chief/CEO, although not a voting member of the Board of Directors for the Trust, shall be included in all formal and informal communications concerning Trust business, shall receive notice and agendas of Board meetings and shall be entitled to attend and observe all meetings of the Board.

7.21.2. **EMPLOYEEES** shall be required to participate in the RMBT, as provided in IRS regulations and are responsible for the contribution of all funds to fund the plan benefits. Such funds must be provided in accordance with laws and IRS

regulations. For those funds that are provided by payroll deduction or as a contribution from the **EMPLOYEE'S** Accrued Leave balance (as described in Section 7C and 7D), the **DISTRICT** agrees to provide the necessary administrative services to process the deductions and forward deposits to the RMBT.

7.21.3. The Trust is an independent entity, formed and administered by the labor organizations participating in the Trust, over which the **DISTRICT** exercises no control. Benefits paid by the Trust are not a component of the **MOU** and are not negotiable. The **DISTRICT** makes no commitments concerning the Trust or future benefits, other than the specific commitments described herein.

ARTICLE 8. GRIEVANCE PROCEDURE:

8.1. The **DISTRICT** agrees to grant representatives of the Management Group the access and right to discuss any Grievance arising under the terms of this agreement with an **EMPLOYEE** during working hours provided such discussions occur at reasonable times and do not interfere with regular scheduled work and assignments. It is agreed that the representative shall be permitted to conduct a reasonable amount of business regarding grievances during working hours at reasonable intervals without loss of pay.

8.2. "Grievance" shall be defined as a controversy between the **DISTRICT** and the Management Group or an **EMPLOYEE** or **EMPLOYEES** covered by this Agreement. Such controversy must pertain to any of the following:

8.2.1. Any matter relating to working conditions not specially covered by this Agreement.

8.2.2. Any matter involving the interpretation of any provisions of this Agreement.

8.2.3. Any matter involving the violation of any provision or intent of this Agreement.

8.3. There shall be an earnest effort on the part of both parties to settle Grievances promptly through the steps listed below:

8.4. STEP ONE:

8.4.1. The Management **EMPLOYEE'S** grievance must be submitted to the Fire Chief/CEO within ten (10) calendar days after the event giving rise to the Grievance. The Fire Chief/CEO shall give his answer to the **EMPLOYEE** by the end of the 10th calendar day following the presentation of the Grievance. The giving of such answer shall terminate Step One.

8.5. STEP TWO:

8.5.1. If the Grievance is not settled in Step One, the **EMPLOYEE**, after written notice to the Board of Directors shall within thirty (30) calendar days after termination of Step One arrange a meeting to be held at a mutually agreeable location and time to review and discuss the Grievance. The Board of Directors shall render a decision within ten (10) calendar days from the date of such meeting. The Board decision shall be final. Time limits as set forth may be extended by mutual agreement between the parties.

ARTICLE 9. LEAVE OF ABSENCE:

9.1. Any **EMPLOYEE** may apply for a special Leave Of Absence without pay for a period not exceeding one (1) year. The Board of Directors may grant such Leave at its discretion. An **EMPLOYEE** requesting Special Leave Without Pay shall submit a request on prescribed forms with a transmittal letter, stating the reasons for the request. The **EMPLOYEE** may be entitled to the same position upon return from such Leave and shall be subject to passing the prescribed **DISTRICT** medical examination. Upon disapproval, the decision of the Board of Directors shall be final and not grievable.

ARTICLE 10. TERM OF PLAN:

10.1. This Agreement shall be effective as of July 1, 2011 and shall remain in full effect to and through June 30, 2012. This Agreement shall be automatically renewed for one additional year at a time, unless either party shall notify the other in writing, **by no later than June 1st of each year**, that it desires to terminate or modify this Agreement. In the event such notice is timely given, the parties shall meet and confer in good faith regarding a successor agreement.

— **END OF AGREEMENT** —

FOLLOWING PAGES:

Signature Page

Exhibit A – Management Wage Scales

Exhibit B - Example of Growth Calculation

MANAGEMENT COMPENSATION PLAN

SIGNATURE PAGE

MANAGEMENT NEGOTIATION TEAM

NORTH COUNTY FIRE PROTECTION DISTRICT



Stephen Abbott, Representative



Kathleen A. Thuner, Board President



Sidney Morel, Representative



William R. Metcalf, Fire Chief/CEO

5-27-11

Date



Bob James, District Counsel

May 24, 2011

Board Approval Date

- Payroll
- P&P
- Chief's Book

Exhibit A

MANAGEMENT WAGE SCALES

Effective July 1, 2008

BATTALION CHIEF (56 HR)		
	PROBATION	REGULAR
HOURLY RATE	37.52	39.40
OVERTIME RATE	56.29	59.10
BI-WEEKLY	4,202.75	4,412.88
ANNUAL	109,271	114,735
ANNUAL & FLSA	112,120	117,726
DIVISION CHIEF (40 HR)		
	PROBATION	REGULAR
HOURLY RATE	61.05	64.11
BI-WEEKLY	4,884.25	5,128.46
ANNUAL	126,990	133,340
DEPUTY CHIEF (40 HR)		
	PROBATION	REGULAR
HOURLY RATE	65.09	68.34
BI-WEEKLY	5,207.11	5,467.46
ANNUAL	135,385	142,154

EXHIBIT B

GROWTH CALCULATION EXAMPLE

EFFECTIVE JULY 1, 2008

EXAMPLE NEGOTIATIONS FORMULA WORKSHEET

	Budgeted	Projected	
	CURRENT YEAR	NEXT YEAR	
Property Tax Revenue	1,000,000	1,100,000	
Projected Growth \$	100,000		
PERS	2,500		
Health Benefits 10.00%	4,000		
CPI - 3%	30,000		
Total	36,500		
Available dollars	63,500		
50% to salary	31,750	31,750	Available dollars
10% to parity if needed	6,350	35,000	To reach parity
	38,100	6,350	Portion of 10%
		3,100	Remaining dollars
40% to District activities	25,400		
Balance remaining of 10%	0		
TOTAL FOR DISTRICT:	25,400		