

MEMORANDUM OF UNDERSTANDING

BETWEEN

NORTH COUNTY FIRE PROTECTION DISTRICT

AND

FALLBROOK FIREFIGHTERS' ASSOCIATION (NON-SAFETY)



Covering the Period of

JULY 1, 2011 TO JUNE 30, 2012

NORTH COUNTY FIRE PROTECTION DISTRICT

NON-SAFETY MEMORANDUM OF UNDERSTANDING

JULY 1, 2011 TO JUNE 30, 2012

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NORTH COUNTY FIRE PROTECTION DISTRICT

NON-SAFETY MEMORANDUM OF UNDERSTANDING

JULY 1, 2011 TO JUNE 30, 2012

ARTICLE 1: INTENT AND PURPOSE:

- 1.1. It is the intent and purpose of this Memorandum of Understanding (hereinafter referred to as “**MOU**”) to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding, but not limited to, matters relating to the wages, hours and terms and conditions of employment between **EMPLOYEES** (hereinafter referred to as “**EMPLOYEES**”) represented by the North County Firefighters’ **ASSOCIATION** (hereinafter referred to as “**ASSOCIATION**”) and the North County Fire Protection District (hereinafter referred to as “**DISTRICT**”).
- 1.2. Upon adoption of the new **MOU** by both the **ASSOCIATION** and the **DISTRICT**, all terms and conditions of this **MOU** shall then become effective without further action by either party on the dates set forth herein.

ARTICLE 2: SCOPE OF REPRESENTATION:

- 2.1. The scope of representation of the recognized **EMPLOYEE** organization shall include wages, hours and other terms and/or conditions of employment as set out in the applicable State and Federal Law.

ARTICLE 3: MANAGEMENT RIGHTS AND RESPONSIBILITIES:

- 3.1. In order to ensure that the **DISTRICT** shall continue to carry out its safety, medical aid services, fire protection services, functions, programs and responsibilities to the public imposed by law and to maintain efficient and responsive fire protection service for the citizens of the **DISTRICT**, the **DISTRICT** reserves and retains all management rights including, but not limited to, the following rights:
 - 3.1.1. To manage the **DISTRICT** and determine policies and procedures and the right to manage the affairs of the **DISTRICT**.
 - 3.1.2. To determine the necessity, organization, and implementation of any service or activity conducted by the **DISTRICT** or other governmental jurisdictions and to expand or diminish fire services.
 - 3.1.3. To determine the nature, manner, means, extent, type, time, quantity, technology, quality, standard and level of fire services to be provided to the public.
 - 3.1.4. To require performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the **DISTRICT**.

- 3.1.5. To determine methods of financing.
- 3.1.6. To determine the issues of public policy and the overall goals and objectives of the **DISTRICT** and to take necessary action to achieve the goals and objectives of the **DISTRICT**.
- 3.1.7. To maintain order and efficiency in fire facilities and operation.
- 3.1.8. To take any and all necessary steps and action to carry out the service requirements and mission of the **DISTRICT** in emergencies.
- 3.2. The **DISTRICT**, for Just Cause, may discipline or discharge any **EMPLOYEE** covered by this **MOU**.
- 3.3. The exercise of such rights, powers and authority shall not conflict with either this **MOU** or with State or Federal Law. It is expressly agreed that nothing in this article shall be construed to limit or restrict any rights that the **DISTRICT** or the **ASSOCIATION** may have as a result of any State or Federal Law.
- 3.4. No third party neutral shall have the authority to diminish any of the management rights, which are included in this Agreement.

ARTICLE 4: CONTINUATION:

- 4.1. The terms of this **MOU** shall not be modified or changed during the term of this **MOU**, without mutual consent of both the **DISTRICT** and the **ASSOCIATION**.
- 4.2. Any matters within the scope of representation that were not changed by this **MOU** cannot be changed by the **DISTRICT** without giving reasonable advanced written notice to the **ASSOCIATION** and a reasonable opportunity to meet and confer over such changes. However, if such changes are necessitated by an emergency, the opportunity for meeting and conferring shall be provided within a reasonable time after implementation of such change.
- 4.3. On or about July 1, of each year, the **ASSOCIATION** shall designate who said Notice shall be sent, up to a maximum of two persons.

ARTICLE 5: RECOGNITION:

- 5.1. The **ASSOCIATION** is hereby acknowledged as the Recognized **EMPLOYEE** Organization representing all **EMPLOYEES** in the following classifications:
 - 5.1.1. Administrative Specialist, Finance Specialist, Fire Prevention Specialist, Mechanic I, II, and III, Medical Services Officer and Payroll Specialist, without regard to work schedule or assignment. The **ASSOCIATION** shall represent any newly created Non-Safety classification. Nothing herein shall be construed to prevent the **DISTRICT** from pursuing or implementing a

centralized or consolidated dispatching system, subject to meeting and conferring as to the impact of such decision.

5.2. AGENCY SHOP/FAIR SHARE AGREEMENT:

5.2.1. AGREEMENT: As provided in California Government Code, the North County Fire Protection **DISTRICT** and the Fallbrook Firefighters Association, as the recognized exclusive representative of the positions included in the **MOU** with Non-Safety **EMPLOYEES**, hereby agree to provide for the organizational security of the **ASSOCIATION** in the form of maintenance of membership or fair share fee deductions. The **DISTRICT** shall deduct an amount representing normal initiation fees and ongoing dues from the salary or wages of every **EMPLOYEE** in a classification or position covered by the Non-Safety **MOU**. Such deduction shall continue until the effective date of a successor agreement. The **DISTRICT** shall not be liable in any action by an **EMPLOYEE** seeking recovery of, or damages for, improper use or calculation of fair share fees. This Agreement shall take effect on January 1, 2006, and be implemented at the next payroll period following that date.

5.2.2. RELIGIOUS EXEMPTION: In addition, as provided in California Government Code, any **EMPLOYEE** who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting **EMPLOYEE** organizations shall not be required to financially support the **ASSOCIATION**. That employee, in lieu of a membership fee or a fair share fee deduction, shall instruct the employer to deduct and pay sums equal to the fair share fee to a nonreligious, non-labor organization or charitable fund approved by the State Board of Control for receipt of charitable contributions by payroll deductions.

5.2.3. RECORD-KEEPING AND REPORTING: The **DISTRICT** agrees to develop and maintain the necessary payroll systems and methods to accomplish the payroll deductions described herein. Pertinent records will be available to the **ASSOCIATION**, upon request, at a mutually agreeable time and place.

5.2.3.1. The **ASSOCIATION** agrees to provide the financial reporting, as specified in state law, to both the **DISTRICT** and to any **EMPLOYEES** who may request such reports. Such reports shall include an annual detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by its President and Treasurer.

5.2.4. TERMINATION OF FAIR SHARE AGREEMENT: This agency shop or fair share agreement may be terminated at any time, either by mutual agreement or via the petition and election process as provided in state law.

ARTICLE 6: NO STRIKE:

6.1. The **ASSOCIATION** agrees its members employed by the **DISTRICT** shall not engage in any strike, slow down, work stoppage or any other concerted action against the **DISTRICT** intended to impair the services provided by the **DISTRICT**. The **ASSOCIATION** further agrees its members shall not be required to respect

the picket lines of other organizations during the performance of their **DISTRICT** duties. The **DISTRICT** may impose severe disciplinary action, including dismissal, for any violation of this paragraph.

ARTICLE 7: ACCESS TO WORK STATION:

7.1. Reasonable access to **EMPLOYEE** work locations shall be granted officers of the **ASSOCIATION** and its official representatives, for the purpose of processing grievances or contacting members of the **ASSOCIATION** concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Fire Chief/CEO or Designee. Access shall be restricted so as not to unreasonably interfere with the normal operations of the Department or with the established safety requirements.

ARTICLE 8: USE OF DISTRICT FACILITIES:

8.1. The **ASSOCIATION** may, with approval of the Fire Chief/CEO or Designee, be granted the use of Fire Department facilities during non-work hours for meeting **EMPLOYEES** provided space is available. All such requests shall be in writing at least twenty-four (24) hours in advance and shall state the purpose of the meeting. The use of **DISTRICT** equipment other than items normally used in the conduct of business meetings, such as desks, chairs and blackboards is strictly prohibited.

ARTICLE 9: SALARY:

9.1. 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]."

9.2. 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:

9.2.1. During the month of May, parties signatory to this agreement meet at a mutually agreeable time and place.

9.2.2. Determine anticipated new revenue or "growth" for the new fiscal year starting on the following July 1st. "New Revenue" is defined as follows:

9.2.2.1. 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:

9.2.2.1.1. Anticipated changes in PERS contribution rates.

9.2.2.1.2. Known changes in health benefit costs.

- 9.2.2.1.3. 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.
 - 9.2.2.1.4. 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.
 - 9.2.2.1.5. An example of the above calculation is attached as “Exhibit B.”
- 9.3. Distribute the adjusted new revenue (as described in 9.2.2.) as follows:
- 9.3.1. Fifty percent (50%) to fund salary increases to achieve wage parity in 9.3.2. 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**.
 - 9.3.2. Parity is defined as the average of the top step for the Cities of: Encinitas, Escondido, Oceanside, Poway, San Marcos, Santee and Vista, San Miguel and Rancho Santa Fe Fire Protection **DISTRICTS**. The comparables listed for the finance and payroll specialist are compared to the survey for Accountant/Bookkeeper as reported in the Administrative Benefits and Salary Survey CSDA biannual report 2007/2008. This will include the median salary based upon region 6, 51 to 100 full time equivalent **EMPLOYEES**, and population of 50,000 to 100,000. This will be adjusted in off years by the CPI utilized in the Department Salary Formula. A minimum of four (4) comparables are required, unless otherwise agreed to by the parties.
 - 9.3.3. Forty percent (40%) to fund **DISTRICT** activities and programs as defined through the normal budgeting process.
 - 9.3.4. Ten percent (10%) is added to “9.3.1.” above to achieve the goal of wage parity. Upon achievement of wage parity, this portion is added to “9.3.3.” for **DISTRICT** activities and programs.
 - 9.3.5. Upon achievement of wage parity for all groups, the portion of new revenue earmarked for salaries in “9.3.1.” above becomes available for augmenting the existing **EMPLOYEE** benefits or programs.
- 9.4. In order to offset the costs of the Retirement enhancement specified in Article 22, the Non-Safety group agrees to forego salary increases, in the Fiscal Years 08/09 and 09/10, but not to exceed the estimated costs of the enhancement.
- 9.5. All **EMPLOYEES** covered by this **MOU** shall be eligible for certification pay. Each **EMPLOYEE**, who acquires one or more “certificates” issued by the

California Fire Marshal, or the equivalent, shall be entitled to an additional two and one half percent pay raise (2 and 1/2%) a maximum of seven and one half percent (7 and 1/2%). The certification standards are set forth in the **DISTRICT** Rules and Regulations.

ARTICLE 10: ANNUAL LEAVE:

10.1. **EMPLOYEES** shall be entitled to vacation annually in accordance with the following schedule:

NUMBER OF MONTHS	HOURS OF VACATION LEAVE
0-36 months of service	7 hours mo/84 hours per year
37-120 months of service	10 hours mo/120 hours per year
over 120 months of service	14 hours mo/168 hours per year

10.2. Annual Leave shall accrue on a monthly basis. Accumulated Annual Leave shall not exceed 400 hours as of July 1, of any year. Individuals may accrue more than 400 hours between the accounting period of July 2, to June 30, of any fiscal year. Any individual having more than 400 hours of accrued Annual Leave on July 1, of any year shall be paid for all hours in excess of 400 hours. The Fire Chief/CEO or designee may allow accrual in excess of 400 hours in unusual circumstances for the convenience and benefit of the **DISTRICT** or **EMPLOYEE**.

10.3. **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.

10.4. 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**.

10.5. For the purposes of this section, the term "Annual Leave" is synonymous with the term "Vacation Leave."

10.6. The **DISTRICT** agrees to continue its current practice of scheduling vacations.

ARTICLE 11: HOLIDAY ACCRUAL RATES FOR 40-HOUR EMPLOYEES:

11.1. Forty-hour per week **EMPLOYEES** shall be entitled to the following Holidays:

- 11.1.1. New Years,
- 11.1.2. Martin Luther King Jr.'s Birthday,
- 11.1.3. President's Day,
- 11.1.4. Memorial Day,
- 11.1.5. Independence Day,
- 11.1.6. Labor Day,
- 11.1.7. Admission Day,

- 11.1.8. Columbus Day,
- 11.1.9. Veteran's Day,
- 11.1.10. Thanksgiving Day, and
- 11.1.11. Christmas Day.

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

ARTICLE 12: SICK LEAVE:

- 12.1. Forty (40)-hour **EMPLOYEES** shall accrue eight (8) hours per month Sick Leave. Beginning on June 30, 2006, on June 30 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.
- 12.2. 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 1, of the intended year of separation from employment any time between July 1 and June 30. 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.
- 12.3. After ten years of service, **EMPLOYEES** shall have the following options:
- 12.3.1. 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.
 - 12.3.2. If an **EMPLOYEE** chooses to credit accrued sick leave to **EMPLOYEES'** PERS Retirement in order for said **EMPLOYEE** to retire early, he may apply all accrued sick leave (without limit) to said purpose.
 - 12.3.3. An **EMPLOYEE** may use sick leave with pay for absences necessitated by illnesses or injuries unrelated to workers' compensation, required medical or dental care, or the illnesses or injury of a member of his/her

immediate family who are current members of the **EMPLOYEE'S** household.

12.3.3.1. If any **EMPLOYEE** is absent more three consecutive work days, said **EMPLOYEE** shall sign an affidavit stating the reason for said absenteeism and file said with the Fire Chief/CEO or designee. The Fire Chief/CEO, for good cause, may require a physician's statement, however, the **DISTRICT** shall pay for the cost of said doctor's appointment.

12.3.4. The **DISTRICT** shall allow **EMPLOYEES** to augment Workers Compensation or State Disability payments by utilizing Sick Leave to permit full compensation.

ARTICLE 13: BEREAVEMENT LEAVE:

13.1. Personnel shall be entitled to a Bereavement Leave consisting of three (3) days for 40 hour per week personnel per occurrence and shall not be accumulative. This Leave shall be limited to deaths that occur within the immediate family, to include spouse, child, step-child, brother, sister and parent and grandparents of the **EMPLOYEE**, Mother-in-law, Father-in-law or any other person living in the same household as the **EMPLOYEE**. Any additional time off will be at the discretion of the Fire Chief/CEO.

ARTICLE 14: COURT LEAVE:

14.1. **EMPLOYEES** who are summoned by a court to appear for the purpose of qualifying or serving as a juror or who actually appears as a witness are entitled to Court Leave for that period of service. An **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.

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

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

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

14.5. **EMPLOYEES** may retain any sums paid to reimburse them (directly) for the cost of meals, mileage, transportation, etc. **EMPLOYEE** shall not be entitled to keep such fees or wages paid to them by the court for the purpose of jury service.

EMPLOYEES shall reimburse the **DISTRICT** for any such fee paid to them. **EMPLOYEES** shall not use any of the provisions of this Article for personal or private gain at the expense of the **DISTRICT**.

ARTICLE 15: ASSOCIATION LEAVE:

15.1. **ASSOCIATION** representatives shall be granted a cumulative total of one hundred and ninety-two (192) hours of Administrative Leave per year for activities directly related to **EMPLOYEE-EMPLOYER** relations and subject to **DISTRICT** approval of the program.

ARTICLE 16: UNIFORMS:

16.1. Required uniforms shall be provided by the **DISTRICT** under regulations prescribed by the Fire Chief/CEO.

ARTICLE 17: OVERTIME:

17.1. Overtime compensation for all **EMPLOYEES** shall be paid in compliance with FLSA law.

17.2. Hours worked for the purpose of calculating FLSA overtime shall include paid work hours and paid leave, including Sick Leave, Vacation, Comp Time, Holidays, Worker's Compensation, schools, training, paid military leave and paid maternity leave.

17.3. CALLBACK: Any **EMPLOYEE** called back to work shall be paid a minimum of two (2) hours at time and one-half (1.5).

ARTICLE 18: PAYROLL DEDUCTIONS:

18.1. The **DISTRICT** agrees to process credit union deductions and **ASSOCIATION** dues as payroll deductions and remit said monies promptly.

ARTICLE 19: HEALTH SERVICES CONTRIBUTIONS:

SECTION 1: MEDICAL INSURANCE:

19.1.1. The **DISTRICT** agrees to offer the PERS health benefits program and pay a portion of the associated premiums as specified in Section 19.2. 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.

SECTION 2: CAFETERIA BENEFIT PLAN:

19.2.1. The **DISTRICT** agrees to maintain a cafeteria-style benefit plan to be available to all **EMPLOYEES**. Benefits, which are available through this plan, include dental insurance, long-term disability (LTD) plan, SDI and

health insurance, which are mutually agreed upon by the **DISTRICT** and the **ASSOCIATION**.

- 19.2.2. 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.

SECTION 3: ADMINISTRATION COSTS:

- 19.3.1 The **DISTRICT** agrees to pay all administrative fees/costs associated with the above programs.

SECTION 4:

- 19.4.1. 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 employee(s) for the purchase of a \$10,000 life insurance policy offered by FDAC in conjunction with Lawson-Hawks Insurance Associates; this is required for participation in the FDAC plan. 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.

- 19.4.2. In no event shall the **DISTRICT** contribution exceed the total of the most expensive medical and dental insurance family plans available. It is the intent of the **DISTRICT** not to cover retirees beyond the minimum PERS contribution.

ARTICLE 20: PHYSICAL EXAMINATIONS:

- 20.1. Shall be in accordance with the **DISTRICT** Medical Evaluation Policy.

ARTICLE 21: RETIREMENT BENEFITS:

- 21.1. The **DISTRICT** shall contract with the Public Employees' Retirement System (PERS) to provide, in addition to minimum benefits, retirement benefits described in Government Code, § 21354, known commonly as "2% at 55 Full", as adopted at the December 2009 Board meeting, at which time it converts to "2.7% at 55 Full" as described in Government Code § 21354.5, for Non-Safety Members. The contract shall also include the following:

- 21.1.1. Fourth level of 1959 Survivor Benefits (Section 21574).
 - 21.1.2. Credit for unused sick leave (§ 20965).
 - 21.1.3. One-year final compensation (§ 20042).
 - 21.1.4. Military Service Credit as Public Service (§ 21024).
 - 21.1.5. Post Retirement Survivor Allowance (§§ 21624, 21626 and 21628).
- 21.2. Effective the first day of the pay period that July 1, 2011 falls in, the **DISTRICT** shall pay four percent (4%) of the eight percent (8%) 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.
- 21.3. Reporting the value of Employer Paid Member Contribution (EPMC).
- 21.4. The **DISTRICT** shall report the value of the Employer Paid Member Contributions (EPMC) to CALPERS as additional compensation (§ 20636 c).
- 21.5. 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, 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.
- 21.6. **EMPLOYEES** 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.
- 21.7. 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 22: LAYOFF PROCEDURES:

- 22.1. Layoffs or reduction of **EMPLOYEES** shall occur in reversed order of seniority by date of original hire. If layoff results in a reduction of “rank” for any **EMPLOYEE** through “Bumping,” the appropriate reduction in pay shall occur sixty (60) days after reduction in “rank.”

ARTICLE 23: TUITION REIMBURSEMENT:

- 23.1. The **DISTRICT** shall reimburse each **EMPLOYEE** up to a maximum of \$300 per fiscal year for tuition and textbook costs for an approved college course related to the **EMPLOYEE’S** job responsibilities. In order to qualify, the **EMPLOYEE** must receive a “C” grade or better.

ARTICLE 24: GRIEVANCE PROCEDURE:

- 24.1. The **DISTRICT** agrees to grant official representatives of the **ASSOCIATION** 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 emergencies or training sessions.
- 24.2. It is agreed that the **ASSOCIATION** representative shall be permitted to conduct a reasonable amount of **ASSOCIATION** business regarding Grievances during working hours at reasonable intervals without loss of pay.
- 24.3. A “Grievance” shall be defined as a controversy between the **DISTRICT** and the **ASSOCIATION** or an **EMPLOYEE** or **EMPLOYEES** covered by this **MOU**; any matter relating to working conditions not specifically covered by this **MOU**; or any matter involving the violation of any provision or intent of this **MOU**.
- 24.4. There shall be an earnest effort on the part of both parties to settle Grievances promptly through the steps listed below:

STEP ONE:

- 24.5.1. An **EMPLOYEE’S** Grievance must be submitted to his/her first line supervisor or **DISTRICT** representative immediately in charge of the aggrieved **EMPLOYEE** within ten (10) calendar days after the event giving rise to the grievance. The supervisor or **DISTRICT** representative shall give his/her answer to the **EMPLOYEE** by the end of the third (3rd) calendar day following the presentation of the Grievance. The giving of such answer shall terminate step one.

STEP TWO:

- 24.6.1. If the Grievance is not settled in Step One, the Grievance will be reduced in writing by the **EMPLOYEE**, fully stating the facts surrounding the Grievance and detailing the specific provision of this **MOU** alleged to have been violated, signed and dated by the

EMPLOYEE and presented to the Chief Officer or **DISTRICT** designee within five (5) calendar days after termination of Step One.

- 24.6.2.1. A meeting with the **EMPLOYEE**, **ASSOCIATION** and Chief Officer or the **DISTRICT** designee will be arranged at a mutually agreeable location and time to review and discuss the Grievance. Such meeting will take place within five (5) calendar days from the date the Grievance is received by the Fire Chief/CEO or the **DISTRICT** designee. The Chief Officer or the **DISTRICT** designee shall provide a written reply by the end of the fifth (5th) calendar day following the date of the last meeting. The giving of such reply shall terminate Step Two.

STEP THREE:

- 24.7.3.1. If the Grievance is not settled in Step Two, the **ASSOCIATION** representative and Board of Directors shall within five (5) calendar days after the termination of Step Two arrange a meeting to be held at a mutually agreeable location and time to review and discuss the Grievance. Such meeting will take place within ten (10) calendar days from the date the Grievance is referred to in Step Three. A decision shall be rendered by the Board of Directors within three (3) calendar days from the date of such meeting.
- 24.7.3.2. An aggrieved **EMPLOYEE** may be assisted in each step of the Grievance procedure by an **ASSOCIATION** representative.
- 24.7.3.3. Time limits as set forth may be extended by mutual agreement between parties.
- 24.7.3.4. Hearings under this procedure shall only be conducted by officers senior in rank to the aggrieved party.

ARTICLE 25: ARBITRATION:

- 25.1. Grievances which are not settled pursuant to the Grievance procedure herein and which either party desires to contest further, shall be submitted to arbitration as provided in this Article.
- 25.2. As soon as possible, and in any event not later than ten (10) calendar days after either party receives written notice from the other of the desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said ten (10) days, an arbitrator shall be selected from the list of seven (7) arbitrators submitted by the California State Mediation and Conciliation service by alternate striking of names until one (1) name remains. The party who strikes the first name from the panel shall be determined by lot.
- 25.3. Either the **DISTRICT** or the **ASSOCIATION** may call any **EMPLOYEE** as a witness, and the employer agrees to release said witness from work if he/she is on duty. If an **EMPLOYEE** witness is called by the **DISTRICT**, the **DISTRICT** will

reimburse him/her for time spent; if called by the **ASSOCIATION**, the **DISTRICT** shall not pay the expenses; the **ASSOCIATION** may pay the expenses.

- 25.4. The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of the other.
- 25.5. The decision of the arbitrator, within the limits herein prescribed, shall be final and binding upon the parties to the dispute, subject to override by two-thirds (2/3) vote of the Board of Directors.
- 25.6. The arbitrator may hear and determine only one (1) Grievance at a time without the express agreement of the **DISTRICT** and the **ASSOCIATION**.
- 25.7. The parties shall share equally the expense of the cost of arbitration with the exception of counsel's fee.

ARTICLE 26: DRUG, ALCOHOL AND SMOKING POLICY:

- 26.1. This **DISTRICT** Policy shall be applicable to all **EMPLOYEES** of the **DISTRICT**:
(a) The use of illegal drugs is prohibited on or off duty; (b) The use of alcohol on-duty is prohibited; (c) excessive use of alcohol off duty or any use of alcohol off duty in a manner that affects on duty performance is prohibited; (d) the **DISTRICT** has designated specific work site areas for smoking by **EMPLOYEES**, and such areas are outside of the personal living areas (which include sleeping rooms, eating rooms, television rooms and **DISTRICT** vehicles). Smoking by **EMPLOYEES** will be prohibited in all areas except for those designated for smoking. Any **EMPLOYEE** violating this policy shall be subject to discipline up to and including discharge.

ARTICLE 27: SALARY ADJUSTMENTS:

- 27.1. The pay schedule has been modified to reflect the adjustment in job duties and responsibilities agreed to by the parties.
- 27.2. All **EMPLOYEES** shall be given performance reviews as outlined in **DISTRICT** policy "Employee Development Review." The purpose of such review shall be to increase communication between supervisor and **EMPLOYEE** regarding **EMPLOYEE'S** performance, thereby increasing the **EMPLOYEE'S** understanding of the supervisor's expectations and thereby increasing the **EMPLOYEE'S** productivity.
- 27.3. All increases from probation to the regular step shall be based on overall satisfactory or better performance on the **EMPLOYEE'S** evaluation and completion of his/her one (1) year probation.

ARTICLE 28: WORK SCHEDULE:

- 28.1. The Work Schedule shall be 5-8 hour days per week for those assigned to forty (40)-hour schedule with weekends and holidays off. Forty-hour **EMPLOYEES**

interested in the 9/80-workweek schedule should contact the Fire Chief/CEO for approval.

ARTICLE 29: LEAVE OF ABSENCE:

29.1. Any **EMPLOYEE** may apply for a special Leave Of Absence without pay for a period not exceeding one 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 Board of Directors, upon approval, shall determine whether the **EMPLOYEE** shall be entitled to the same position upon return from such Leave or whether the **EMPLOYEE'S** name shall be placed on the eligible list. The decision of the Board of Directors shall be final and non-grievable. No **EMPLOYEE** shall accrue any benefits while on Leave without pay nor shall he/she be entitled to receive employer paid medical or other fringe benefits during such period.

ARTICLE 30: COMPENSATORY TIME:

30.1. **EMPLOYEES** may accumulate compensatory time (Comp. Time) off up to seventy-two (72) hours. (One-hour overtime equals one and one half-hours of comp. time). With the approval of the Fire Chief/CEO or Designee, **EMPLOYEES** may request compensatory time rather than pay, prior to working the overtime.

30.2. Compensatory time off shall be granted providing it does not create an undue disruption to the **DISTRICT**.

ARTICLE 31: SAVINGS CLAUSE:

31.1. If any section, subsection, subdivision, sentence, clause or phrase of this **MOU** is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this **MOU**.

31.2. The parties agree to meet and confer within thirty (30) days to rewrite said section(s).

ARTICLE 32: PERSONNEL FILES:

32.1. **EMPLOYEES** may review their own personnel and/or administrative file with the exception of pre-employment background examination results and psychological test results, provided reasonable notice by written request is made to the **DISTRICT**.

32.2. The **EMPLOYEE** shall make an appointment to review his/her personnel or administrative files at least one working day in advance and the **DISTRICT** shall honor his/her request under normal conditions.

32.3. Material derogatory to an **EMPLOYEE'S** conduct, service, character or personality, shall not be entered in an **EMPLOYEE'S** personnel or

administrative file unless and until the **EMPLOYEE** is notified and given the opportunity to review and comment thereon. The **EMPLOYEE** shall acknowledge that he/she has read such material by signing and dating the original record, with the understanding that his/her signature signifies only that the material has been read and does not necessarily indicate agreement with its contents.

32.4. All disciplinary material that is over three years old shall be purged from the **EMPLOYEE'S** file except for material that reflects the same or similar offenses.

ARTICLE 33: LIMITED DUTY:

33.1. The **DISTRICT** shall provide Limited Duty when requested for **EMPLOYEES** who have physical limitations due to pregnancy, injuries or illnesses subject to the following conditions:

33.1.1. The availability of Limited Duty and the ability of the **EMPLOYEE** to perform the Limited Duty shall be determined by the Fire Chief/CEO or designee. Assignment shall be subject to the medical approval by the **EMPLOYEE'S** physician and a medical release from the **DISTRICT'S** PHYSICIAN. Denial of such request is final and non-grievable.

33.1.2. An **EMPLOYEE** who is on Limited Duty shall immediately notify the department when the **EMPLOYEE** is available for normal duty and shall give the department a physician's statement indicating that the **EMPLOYEE** may return to normal duty. Nothing in this Article is intended to limit or restrict any rights the **DISTRICT** or **EMPLOYEE** may have under California Workers' Compensation Law.

ARTICLE 34: USE OF BULLETIN BOARDS:

34.1. The **ASSOCIATION** may use a portion of **DISTRICT** bulletin boards under the following conditions:

34.1.1. All materials must receive approval of the Fire Chief/CEO. The Chief shall not unreasonably deny said request.

34.1.2. All material must be dated and identify the **ASSOCIATION**.

34.1.3. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after publication date.

34.1.4. The **DISTRICT** reserves the right to determine the location of bulletin boards at each station and the portion to be allocated to the **ASSOCIATION**.

ARTICLE 35: SHIFT TRADES:

35.1. With the approval of the Fire Chief/CEO or Designee, **EMPLOYEES** may continue to exchange days off with other **EMPLOYEES**.

ARTICLE 36: EMPLOYEE RIGHTS AND RESPONSIBILITIES:

36.1. ASSOCIATION AND EMPLOYEE RIGHTS: The **DISTRICT** and **ASSOCIATION** shall comply with the provisions of the Meyers-Milias-Brown Act (MMB) or any subsequent State Law governing meet and confer rights of **EMPLOYEE** organizations. The parties further agree that during the term of the Memorandum of Understanding each party shall retain those rights respectively vested by local, state and federal law, which cannot be otherwise waived by this Agreement.

36.2. ASSOCIATION REPRESENTATION RESPONSIBILITIES: The **ASSOCIATION** agrees and shall assume its responsibilities as recognized designated representative to represent all unit **EMPLOYEES** without discrimination, interference, restraint, or coercion and to comply with exclusive representation responsibilities.

ARTICLE 37: DISABILITY RETIREMENT:

37.1. If the Disability Retirement of an **EMPLOYEE** is contested, then, to the extent required by law, the affected **EMPLOYEE** shall be entitled to an evidentiary hearing to determine whether such retirement shall be granted. Such a hearing shall be conducted by an Administrative Law Judge appointed by the California Office of Administrative Hearings. The Administrative Law Judge shall make findings and recommendations to the Board of Directors, who shall have the final determination as to the Disability Retirement. Nothing herein shall affect the jurisdiction of the Workers' Compensation Appeals Board to determine whether a disability is or is not industrial. An **EMPLOYEE** may waive his/her right to an evidentiary hearing.

ARTICLE 38: STATE DISABILITY INSURANCE:

38.1. The **DISTRICT** has contracted with the California State Disability Insurance (SDI) to implement SDI for the **EMPLOYEES** covered by this **MOU**.

ARTICLE 39: COMPLETE AGREEMENT:

39.1. The parties agree that this is a complete agreement and the written provisions contained herein constitute the entire agreement between the parties. Each party agrees that it has a full and complete opportunity to meet and confer over all the issues presented, or that could have been presented, during the meeting and conferring process.

**Non-Safety Memorandum of Understanding
Signature Page**

39.2. Each party knowingly and intentionally waives whatever right it might have to meet and confer during the term of this Agreement. However, this does not preclude the **DISTRICT** or the **ASSOCIATION** from exercising their rights under Article 31.

ARTICLE 40: TERM OF AGREEMENT:

40.1. 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 – Non-Safety Wage Scales

Exhibit B - Example of Growth Calculation

NON-SAFETY NEGOTIATION TEAM

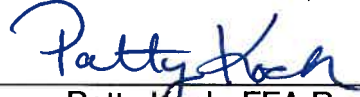
NORTH COUNTY FIRE PROTECTION DISTRICT



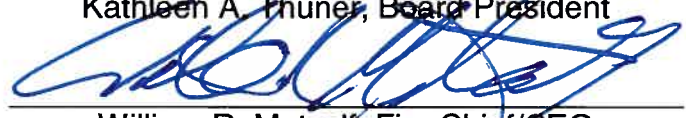
Steven Marovich, FFA President



Kathleen A. Thuner, Board President



Patty Koch, FFA Representative



William R. Metcalf, Fire Chief/CEO



Gregg Holdridge, FFA Representative



Bob James, District Counsel



Mike Powell, FFA Negotiator

June 6, 2011

Dated

May 24, 2011

Board Approval Date

- Payroll
- P&P
- Chief's Book

EXHIBIT A

NON-SAFETY WAGE SCALES

EFFECTIVE JULY 1, 2008

Effective JULY 1, 2008, the following is the pay scale for all classifications represented by the Association:

ADMINISTRATIVE SPECIALIST

	PROBATIONARY STEP	REGULAR STEP
HOURLY RATE	21.46	22.53
O.T. RATE	32.19	33.80
BI-WEEKLY	1,1716.74	1,802.58
YEARLY	44,635.00	46,867.00
CERT 1		48,039.00
CERT 2		49,210.00
CERT 3		50,382.00

Compared to the average of top step compensation for the following positions:

PARITY DETERMINATIONS:

City of Escondido	Administrative Assistant
City of Oceanside	Administrative Secretary
City of Poway	Administrative Secretary
City of San Marcos	Administrative Assistant III
City of Vista	Administrative Aide

PAYROLL SPECIALIST

	PROBATIONARY STEP	REGULAR STEP
HOURLY RATE	27.02	28.37
O.T. RATE	40.53	42.56
BI-WEEKLY	2,161.52	2,269.60
YEARLY	56,200.00	59,010.00
CERT 1		60,485.00
CERT 2		61,960.00
CERT 3		63,435.00

Compared to: The survey for Accountant/Bookkeeper as reported in the Administrative Benefits and Salary Survey CSDA biannual report 2007/2008. This will include the median salary based upon region 6, 51 to 100 full time equivalent employees and population of 50,000 to 100,000. This will be adjusted in off years by the CPI utilized in the Department Salary Formula.

PARITY DETERMINATIONS:

FINANCE SPECIALST

	PROBATIONARY STEP	REGULAR STEP
HOURLY RATE	28.97	30.42
O.T. RATE	43.46	45.63
BI-WEEKLY	2,317.94	2,433.84
YEARLY	60,267.00	63,280.00
CERT 1		64,862.00
CERT 2		66,444.00
CERT 3		68,026.00

Compared to: The survey for Accountant/Bookkeeper as reported in the Administrative Benefits and Salary Survey CSDA biannual report 2007/2008. This will include the median salary based upon region 6, 51 to 100 full time equivalent employees and population of 50,000 to 100,000. This will be adjusted in off years by the CPI utilized in the Department Salary Formula.

PARITY DETERMINATIONS:

EXHIBIT A

NON-SAFETY WAGE SCALES

EFFECTIVE JULY 1, 2008

FIRE PROTECTION SPECIALIST

	PROBATIONARY STEP	REGULAR STEP
HOURLY RATE	29.35	30.82
O.T. RATE	44.03	46.23
BI-WEEKLY	2,348.13	2,465.54
YEARLY	61,051.00	64,104.00
CERT 1		65,707.00
CERT 2		67,309.00
CERT 3		68,912.00

Compared to the average of top step compensation for FPS with the following agencies:

**PARITY
DETERMINATIONS:**

City of Escondido
City of Oceanside
City of Poway
City of San Marcos
City of Vista
San Miguel Consolidated Fire Protection District

MECHANIC (LEVEL I)*

*This position is unfilled at the time of this contract negotiation and salaries are not calculated. The salaries will need to be addressed if the positions are filled.

MECHANIC (LEVEL II)

	PROBATIONARY STEP	REGULAR STEP
HOURLY RATE	27.82	29.21
O.T. RATE	41.72	43.81
BI-WEEKLY	2,225.31	2,336.58
YEARLY	57,858.00	60,751.00
CERT 1		62,270.00
CERT 2		63,789.00
CERT 3		65,307.00

Compared to the average of the top step compensation for the following positions:

**PARITY
DETERMINATIONS:**

City of Encinitas
City of Escondido
City of Oceanside
City of Poway
City of San Marcos
City of Vista
San Miguel Fire Protection District

Heavy Equipment Mechanic II
Vehicle Maintenance Mechanic
Master Mechanic II
Equipment Mechanic
Mechanic
Senior Equipment Mechanic
Fire Apparatus Mechanic

MECHANIC (LEVEL III)

EXHIBIT A

NON-SAFETY WAGE SCALES

EFFECTIVE JULY 1, 2008

	PROBATIONARY STEP	REGULAR STEP
HOURLY RATE	34.84	36.58
O.T. RATE	52.25	54.87
BI-WEEKLY	2,786.92	2,926.26
YEARLY	72,460.00	76,083.00
CERT 1		77,887.00
CERT 2		81,789.00
CERT 3		

Compared to the average of the top step compensation for the following positions:

City of Encinitas	Fleet Maintenance Supervisor
City of Escondido	Fleet Maintenance Superintendent
City of Oceanside	Fleet Manager
City of Poway	Fleet Supervisor
City of San Marcos	Fleet Maintenance Supervisor
City of Santee	Fleet Supervisor
City of Vista	Fleet Maintenance Supervisor
San Miguel Fire Protection District	Fleet Maintenance Supervisor

**PARITY
DETERMINATIONS:**

MEDICAL SERVICES OFFICER

	PROBATIONARY STEP	REGULAR STEP
HOURLY RATE	40.69	42.41
O.T. RATE	Salaried	Salaried
BI-WEEKLY	3,231.24	3,392.80
YEARLY	84,012.00	88,213.00
CERT 1		90,418.00
CERT 2		92,623.00
CERT 3		94,829.00

Compared to the average of top step compensation for the following positions:

City of Escondido – Emergency Medical Services Coordinator
City of Oceanside – Assistant Training Officer
City of Vista – Emergency Services Officer

**PARITY
DETERMINATIONS:**

EXHIBIT B

GROWTH CALCULATION EXAMPLE

EXAMPLE NEGOTIATIONS FORMULA WORKSHEET

	Budgeted CURRENT YEAR	Projected 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		