
MEMORANDUM OF UNDERSTANDING

BETWEEN

NORTH COUNTY FIRE PROTECTION DISTRICT

AND



FALLBROOK FIREFIGHTERS' ASSOCIATION
(NON-SAFETY)

Covering the Period of

OCTOBER 1, 2022 TO SEPTEMBER 30, 2026

NORTH COUNTY FIRE PROTECTION DISTRICT
NON-SAFETY MEMORANDUM OF UNDERSTANDING
OCTOBER 1, 2022 TO SEPTEMBER 30, 2026

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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 May 1st, 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, Information Technology Specialist, Fire Prevention Specialist, Human Resources Specialist, Fire Mechanic, Accounting & Payroll Technician, Public Outreach/Communication Specialist, Medical Services Officer, without regard to work schedule or assignment. The **ASSOCIATION** shall represent any newly created Non-Safety classification.
 - 5.1.1.1. **EXCEPTION:** The **ASSOCIATION** is acknowledged as the recognized **EMPLOYEE** Organization representing all **EMPLOYEES** in the any newly created Non-Safety classification. It is the intent of North County Fire Protection District and the Non-Safety Bargaining Group to allow these classifications to exist outside of the Non-Safety Bargaining Group and as such, these positions shall not be represented by the **ASSOCIATION**:
 - 5.1.1.1.1. Facilities Worker;
 - 5.1.1.1.2. Single Role Emergency Medical Technician;

5.1.1.1.3. Single Role Paramedic.

5.2. **MEMBERSHIP DUES:**

5.2.1. **AGREEMENT:** The District shall deduct membership dues from each bi-weekly payroll of employees authorizing such deductions and remit the amounts to the ASSOCIATION. The ASSOCIATION shall be responsible for administering employee authorizations for membership dues deductions. At least once monthly, the ASSOCIATION shall provide the District with a list of employees who authorize payroll deductions for membership dues and the amount. If an employee disputes the existence of his/her authorization for the deduction of membership dues, the ASSOCIATION shall provide the District with the employee's signed authorization. The ASSOCIATION shall indemnify and hold harmless the District for any claim, complaint or damages as a result of the District's deduction of membership dues from employee payroll.

5.2.2. **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. 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.

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 for meeting **EMPLOYEES**, provided space is available.

ARTICLE 9: SALARY:

- 9.1. For the period October 1, 2022 to September 30, 2026, wages shall be paid as set forth in the attached document titled "Wage Scale [Exhibit A]."
- 9.2. The wage scale shall be adjusted annually on September 1ST each year using the following procedure:
- 9.2.1. During the month of July, parties' signatory to this agreement meet at a mutually agreeable time and place.
- 9.2.2. Determine actual new revenue or "growth" for the fiscal year that just ended on June 30. "New Revenue" is defined as follows:
- 9.2.2.1. Compare the actual charges (i.e., "revenues") from San Diego County for the fiscal year that just ended on June 30 with the actual charges for the preceding fiscal year, as reported by the County the last fiscal year.
- 9.2.2.2. If the actual opening charges for the fiscal year that just ended on June 30 are less than the previous fiscal year's actual charges, and/or the known changes as dictated by the formula exceed the new revenue, any party to the contract(s) may reopen the contract(s) to address the shortfall.
- 9.2.3. The net difference between these two numbers is then adjusted as follows:
- 9.2.3.1. Actual changes in PERS contributions made by the District and payments made by the District on the District's pension obligation bonds during the fiscal year just ended on June 30 as compared to the prior fiscal year .
- 9.2.3.2. Actual changes in health benefit costs made by the District during the fiscal year just ended on June 30 as compared to the prior fiscal year.
- 9.2.3.3. 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. 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 limited to those items not currently a line item in the budget.
- 9.2.3.4. 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. Sixty percent (60%) to fund salary increases for all employee groups.
- 9.3.2. Unless otherwise specified for certain positions, the agencies of Encinitas, Escondido, Oceanside, Poway, San Marcos, Santee, Vista and the Rancho Santa Fe Fire Protection District will be used to determine salary comparables. For our agency positions that do not have comparable positions within those agencies, the parties will agree on what other agencies will be used to determine comparable compensation within San Diego County or OES Region 6.
- 9.3.3. Forty percent (40%) to fund **DISTRICT** activities and programs as defined through the normal budgeting process.
- 9.3.4. In the event that any of the data necessary to make the calculations described above are not available to the District by August 15, the September 1 implementation date for salary adjustments shall be continued by the same number of days after August 15 that the data is delayed. In that event, salary adjustments shall be retroactive to September 1.
- 9.4. **ABILITY TO PAY:** The benefits negotiated for the contract for the FY 2022-2026, will be available from the DISTRICT'S forty percent (40%). These benefits as described for this contract, are contingent upon new monies being available in any given Fiscal Year.
- 9.5. All **EMPLOYEES** covered by this **MOU** shall be eligible for certification pay. Each **EMPLOYEE** shall be entitled to an additional amount based on education/certifications. The certification standards are set forth in the Non-Safety Certification Program Policy.
- 9.6. **BILINGUAL PAY:** The **DISTRICT** will provide additional compensation to an amount of \$100 per week for the performance of Bilingual skills. In order to qualify for and receive Bilingual Pay on a biennial basis, employees must pass a bilingual proficiency test as determined appropriate by the **DISTRICT**. The **DISTRICT** reserves the right to establish eligible languages based upon a demonstrated need within the community, as well as the eligible criteria and testing procedures to ensure that employees are qualified for bilingual compensation. The **DISTRICT** agrees to pay the costs associated with testing. This section shall not be subject to the grievance procedure. Once confirmation of certification is received by the **DISTRICT** bilingual pay will go into effect the first day of the following pay period.

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 per mo. = 84 hours per year
37-120 months of service	10 hours per mo. = 120 hours per year
over 120 months of service	14 hours per mo. = 168 hours per year

10.2. **EMPLOYEES** may not convert any amount of accrued Annual Leave to cash.

10.3.1. Any **EMPLOYEE** having more than 480 hours of accrued Annual Leave on June 30th of any year shall have 100% of the value of all hours in excess of 480 hours, based on the rate of pay in the current fiscal year, mandatorily contributed by the District to **EMPLOYEE'S** individual account in the Post-Retirement Medical Benefit Trust (PRMBT).

10.3.2. Any **EMPLOYEE** by written election received by the **DISTRICT** no later than June 1st, may direct a portion of the value of the Annual Leave pursuant to 10.3.1 to the **EMPLOYEE'S** qualifying 457 Deferred Compensation account up to the annual allowable IRS plan limits.

10.4. Any **EMPLOYEE** by written election received by the **DISTRICT** no later than 30 days prior to separation, may direct a portion of the value of the Annual Leave pursuant to 10.3.1 to the **EMPLOYEE'S** qualifying 457 Deferred Compensation account up to the annual allowable IRS plan limits.

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
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.	Juneteenth (Freedom Day)
11.1.6.	Independence Day,
11.1.7.	Labor Day,
11.1.8.	Columbus Day,
11.1.9.	Veteran's Day,
11.1.10.	Thanksgiving Day
11.1.11.	The Day After Thanksgiving, and
11.1.12.	Christmas Day.

11.1. 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.

11.2. **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 calendar month of Sick Leave. Beginning October 1, 2024, forty (40)-hour employees will accrue twelve (12) hours per calendar month of Sick Leave. On June 30 of each year, all **EMPLOYEES** who were hired by the District prior to July 1, 2010 and 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. Employees hired after July 1, 2010 shall have this excess hours conversion occur after five (5) years of employment. 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 five (5) 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.
- 12.3.2. An **EMPLOYEE** may choose to credit accrued, unused and not cashed out Sick Leave to **EMPLOYEES'** CalPERS service credit, to the extent allowed by the City's contract with CalPERS and per applicable law 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. Each **EMPLOYEE** will be provided uniforms. The worth of uniforms will have a combined value of \$1050.00 per year, of which, \$850.00 per year may be used for uniforms at the **EMPLOYEE'S** discretion.
- 16.2. Beginning in October 2023, the worth of uniforms will have a combined value of \$1400.00 per year, of which, \$1000.00 per year may be used for uniforms at the **EMPLOYEE'S** discretion.

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 direct deposit 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, vision insurance, long-term disability (LTD) plan, State Disability Insurance (SDI), AD&D, Flexible Spending Account (FSA) plan 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 PERS Blue Shield Access+ 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** pre-tax 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.

19.2.3. **EMPLOYEES** may waive District sponsored healthcare and receive a **DISTRICT** provided incentive of 50% of the PERS Blue Shield Access+ HMO premium for the **EMPLOYEE'S** applicable benefit tier provided the following conditions are met:

19.2.3.1. Each year during the PERS Health Benefits Program Open Enrollment period the **EMPLOYEE** must provide to the **DISTRICT** evidence of healthcare coverage and applicable dependent eligibility for the coming premium term.

19.2.3.2. The **EMPLOYEE** shall receive the incentive to waive District sponsored healthcare in the form of a bi-weekly deposit commensurate, with the **DISTRICT'S** payroll cycle, on the **EMPLOYEE'S** behalf to the Post-Retirement Medical Benefit Trust. There shall be no cash option for this incentive.

SECTION 3: ADMINISTRATION COSTS:

19.3.1 With the exception of the Flexible Spending Account (FSA), the **DISTRICT** agrees to pay all administrative fees/costs associated with the above programs.

19.3.2 The Fallbrook Firefighters Association agrees to reimburse the **DISTRICT** for any direct costs incurred by low participation in the Flexible Spending Account (FSA) plan.

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 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 Hawkins Insurance Associates; this is required participation in the FDAC plan. The balance of said excess funds may be used at the **EMPLOYEE'S** discretion for the purchase of 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 and PHYSICAL TRAINING:

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

20.2 The **DISTRICT** shall allow **EMPLOYEES** up to three (3) one hour sessions per week for exercise including travel time and clean up.

20.3. Physical training shall be in accordance with the **DISTRICT** Wellness program.

ARTICLE 21: RETIREMENT BENEFITS:

Section 1:

21.1. Retirement benefits for all Non-Safety **EMPLOYEES** will be determined by the **EMPLOYEE** status under the Public Employees' Pension Reform Act of 2013 (PEPRA). Under this law, **EMPLOYEES** are considered either "**NEW**" or "**CLASSIC**" members.

21.1.1. "NEW" MEMBERS ARE:

21.1.1.1. Employees hired by the District on or after January 1, 2013 who meet the definition of "new member" under PEPRA. Upon hire, each employee will be informed if he or she is a "new member" under PEPRA. That definition includes the following: A new hire who becomes a CalPERS member for the first time on or after January 1, 2013, and who has no prior membership in any other California Public retirement system.

21.1.1.2. A new hire who is brought into the CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.

21.1.1.3. An established member prior to January 1, 2013, who is hired by a different CalPERS employer after January 1, 2013, after a break in service greater than six months.

21.1.2. "CLASSIC" MEMBERS ARE:

21.1.2.1. "CLASSIC" members are those Non-Safety **EMPLOYEES** who are not defined as "new members" under the PEPRA and are generally, employees with an initial hire date prior to January 1, 2013.

21.1.3. RETIREMENT FOR CLASSIC NON-SAFETY EMPLOYEES SHALL BE AS FOLLOWS:

21.1.3.1. The **DISTRICT** shall contract with the Public Employees' Retirement System (PERS) to provide, in addition to minimum benefits, retirement benefits known commonly as "2.7% at 55 Full" as described in Government Code §21354.5 for Non-Safety Members. The contract shall also include the following:

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

21.1.3.1.2. Credit for unused Sick Leave (§ 20965).

21.1.3.1.3. One-year final compensation (§ 20042).

21.1.3.1.4. Military Service Credit as Public Service (§ 21024).

21.1.3.1.5. Post Retirement Survivor Allowance (§§ 21624, 21626 and 21628).

21.1.4. **RETIREMENT FOR NEW Member MISCELLANEOUS EMPLOYEES SHALL BE AS FOLLOWS:**

21.1.4.1. 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 7522.25, known commonly as 2.0% at 62. Final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his/her retirement. The contract shall also include the following:

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

21.1.4.1.2. Credit for unused Sick Leave (§ 20965).

21.1.4.1.3. Military Service Credit as Public Service (§ 21024).

21.1.4.1.4. Post Retirement Survivor Allowance (§§ 21624, 21626 and 21628).

21.1.4.1.5. Two years additional service credit (§ 20903).

21.2.1. **CLASSIC MEMBERS:** EMPLOYEE will pay the full 8% member contribution.

21.2.2. **NEW MEMBERS:** For **NEW MEMBERS** one-half the total normal cost as determined by CalPERS, as their **EMPLOYEE member** contribution.

SECTION 4:

21.4. 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.

21.4.1. **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 Articles 10 and 12), the **DISTRICT** agrees to provide the necessary administrative services to process the deductions and forward deposits to the RMBT.

- 21.4.2. 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 and EDUCATION PAY:

23.1. TUITION REMIBURSEMENT:

- 23.1.1. The **DISTRICT** shall provide tuition reimbursement as shown below. In order to qualify, the **EMPLOYEE** must submit an annual education plan for approval, as required by policy, and receive a "C" grade or better.
- 23.1.2. For lower division courses, the **DISTRICT** will provide annual reimbursement up to the amount charged by Palomar Community College for three courses.
- 23.1.3. For upper division courses, the **DISTRICT** will provide annual reimbursement up to the amount charged by Waldorf College for four (4) courses.
- 23.1.4. For graduate-level courses, the **DISTRICT** will provide annual reimbursement up to \$5,000
- 23.2. For professional education (other than college courses leading to a degree), the **DISTRICT** will provide reimbursement as follows. In order to qualify, the **EMPLOYEE** must submit an annual education plan for approval, as required by policy, and satisfactorily complete the educational program, as evidenced by submission of course certificate or other proof of completion.
- 23.2.1. For courses listed as a requirement for promotion to the next classification, up to \$600 per year.
- 23.2.2. For courses or seminars not required for promotion, but determined to be of professional value for the **EMPLOYEE** in their current classification, up to \$400 per year
- 23.2.3. Reimbursement described in § 23.2.2 may also be used for the purpose described in § 23.2.1.

23.3. EDUCATION PAY:

- 23.3.1. Qualified **EMPLOYEES** may be eligible for Education Pay. Demonstration of the completion of the required hours must be provided by the **EMPLOYEE** before

Education Pay will be considered. Employees are eligible for 1.5% education pay (on the below implementation schedule) based on Regular step annual salary, excluding special compensation for their current position. Requests for education pay must be submitted via a Pay Step/Stipend Request Form to human resources with all supporting documentation for approval. Pay step increases shall go into effect the first day of the following pay period following approval. Education pay will be available to qualified **EMPLOYEE** applicants under the following circumstances:

- 23.3.2.1. Beginning in October 2022, qualified **EMPLOYEES** will be eligible for Education Pay of 1.5% of their wages for documented completion of an Associate's Degree. If an employee has sixty (60) units of qualified college education and demonstrates proof of an active NCFPD education plan with consistent progress towards a BS/BAS, then that employee would be eligible for the Associate's education pay.
- 23.3.2.2. Beginning in October 2022, qualified **EMPLOYEES** will be eligible for Education Pay of 1.5% of their wages for documented completion of a Bachelor's Degree.
- 23.3.2.3. Beginning in October 2024, qualified **EMPLOYEES** will be eligible for Education Pay in the amount of 1.5% of their wages for documented completion of a Master's Degree.
- 23.3.2.4. Education Pay once awarded, will be cumulative for each documented degree (or unit) completion. (Example: Qualification by submission of Associates and Bachelor's degree documentation would result in a 3.0% increase in wages.)

24. **LONGEVITY PAY:**

- 24.1. Qualified **EMPLOYEES** will be eligible for the following Longevity Pay. **EMPLOYEES** are eligible for 1.5% longevity pay (on the below implementation schedule) based on Regular step annual salary, excluding special compensation for their current position. Requests for longevity pay must be submitted via a Pay Step/Stipend Request Form to human resources with all supporting documentation for approval. Pay step increases shall go into effect the first day of the following pay period following approval. Longevity Pay will be available under the following circumstances:
 - 24.1.1. Beginning in October 2022, qualified **EMPLOYEES** will be eligible for Longevity Pay of 1.5% of their wages for documented completion of fifteen (15) years with the **DISTRICT**.
 - 24.1.2. Beginning in October 2023, qualified **EMPLOYEES** will be eligible for Longevity Pay of 1.5% of their wages for documented completion of nineteen (19) years with the **DISTRICT**.
 - 24.1.3. Beginning in October 2024, qualified **EMPLOYEES** will be eligible for Longevity Pay of 1.5% of their wages for documented completion of twenty-three (23) years with the **DISTRICT**.

24.1.4. Beginning in October 2025, qualified **EMPLOYEES** will be eligible for Longevity Pay of 1.5% of their wages for documented completion of twenty-seven (27) years with the **DISTRICT**.

24.1.5. Longevity Pay once awarded will be cumulative for each documented period of completion until retirement.

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:

24.4.1. 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:

24.4.2. 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.

24.4.2.1. 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:

- 24.4.3. 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.
- 24.4.3.1. An aggrieved **EMPLOYEE** may be assisted in each step of the Grievance procedure by an **ASSOCIATION** representative.
- 24.4.3.2. Time limits as set forth may be extended by mutual agreement between parties.
- 24.4.3.3. 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 effects 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 workweek shall be eight (8) hours per day, five days per week.
- 28.2. FORTY HOUR SCHEDULE: The Work Schedule shall be 5-8 hour days per week for those assigned to forty (40)-hour schedule, with weekends and holidays off.

9/80 WORK SCHEDULE: The 9/80 Work Schedule shall be 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 Non-Safety personnel on the same schedule to ensure District services are provided Monday through Friday for each Division, with approval by the Fire Chief/CEO.

- 28.3. 4/10 WORK SCHEDULE: The 4/10 Work Schedule shall be spread over eight (8) 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 Non-Safety personnel on the same schedule to ensure District services are provided Monday through Friday for each Division, with approval by the Fire Chief/CEO.

ARTICLE 29: LEAVE OF ABSENCE:

- 29.1. With the exception of a leave of absence under the Family Medical Leave Act, California Family Rights Act, and/or Pregnancy Disability Leave, an **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: EMPLOYEE RIGHTS AND RESPONSIBILITIES:

- 35.1. **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.
- 35.2. **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 36: STATE DISABILITY INSURANCE:

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

ARTICLE 37: COMPLETE AGREEMENT:

- 37.1. 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.
- 37.2. 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 38: TERM OF AGREEMENT:

This Agreement shall be effective as of October 1, 2022 and shall remain in full force and effect to and through September 30, 2026. It shall be automatically renewed for one additional year at a time, unless either party shall notify the other in writing that it desires to terminate or modify this Agreement **by no later than July 1st each year**. 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

EXHIBIT A
NON-SAFETY WAGE SCALES
EFFECTIVE October 1, 2022

Effective October 1, 2022, the following is the pay scale for all classifications represented by the Association.

Accounting & Payroll Technician								
	Probation	Regular	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert
HOURLY RATE	\$30.25	\$31.76	\$32.15	\$32.55	\$32.96	\$33.37	\$33.78	\$34.20
OT RATE	\$45.38	\$47.64	\$48.23	\$48.83	\$49.44	\$50.06	\$50.67	\$51.30
BI-WEEKLY	\$2,419.61	\$2,540.59	\$2,572.35	\$2,604.11	\$2,636.66	\$2,669.21	\$2,702.57	\$2,735.94
ANNUAL	\$62,910	\$66,055	\$66,881	\$67,707	\$68,553	\$69,399	\$70,267	\$71,134

Fire Mechanic								
	Probation	Regular	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert
HOURLY RATE	\$41.22	\$43.28	\$43.83	\$44.37	\$44.92	\$45.48	\$46.04	\$46.61
OT RATE	\$61.83	\$64.92	\$65.75	\$66.56	\$67.38	\$68.22	\$69.06	\$69.92
BI-WEEKLY	\$3,297.86	\$3,462.75	\$3,506.04	\$3,549.32	\$3,593.69	\$3,638.05	\$3,683.53	\$3,729.01
ANNUAL	\$85,744	\$90,032	\$91,157	\$92,282	\$93,436	\$94,589	\$95,772	\$96,954

Fire Protection Specialist								
	Probation	Regular	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert
HOURLY RATE	\$38.93	\$40.88	\$41.39	\$41.90	\$42.42	\$42.95	\$43.48	\$44.02
OT RATE	\$58.40	\$61.32	\$62.09	\$62.85	\$63.63	\$64.43	\$65.22	\$66.03
BI-WEEKLY	\$3,114.40	\$3,270.12	\$3,311.00	\$3,351.88	\$3,393.78	\$3,435.67	\$3,478.62	\$3,521.57
ANNUAL	\$80,975	\$85,023	\$86,086	\$87,149	\$88,238	\$89,328	\$90,444	\$91,561

EXHIBIT A
NON-SAFETY WAGE SCALES
EFFECTIVE October 1, 2022

Human Resources Specialist								
	Probation	Regular	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert
HOURLY RATE	\$48.70	\$51.13	\$51.77	\$52.41	\$53.07	\$53.72	\$54.39	\$55.06
OT RATE	\$73.05	\$76.70	\$77.66	\$78.62	\$79.61	\$80.58	\$81.59	\$82.59
BI-WEEKLY	\$3,895.77	\$4,090.56	\$4,141.69	\$4,192.82	\$4,245.23	\$4,297.64	\$4,351.36	\$4,405.08
ANNUAL	\$101,290	\$106,354	\$107,684	\$109,013	\$110,376	\$111,739	\$113,135	\$114,532

IT Specialist								
	Probation	Regular	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert
HOURLY RATE	\$47.35	\$49.72	\$50.34	\$50.96	\$51.60	\$52.24	\$52.89	\$53.54
OT RATE	\$71.03	\$74.58	\$75.51	\$76.44	\$77.40	\$78.36	\$79.34	\$80.31
BI-WEEKLY	\$3,788.18	\$3,977.59	\$4,027.31	\$4,077.03	\$4,127.99	\$4,178.96	\$4,231.19	\$4,283.43
ANNUAL	\$98,493	\$103,417	\$104,710	\$106,003	\$107,328	\$108,653	\$110,011	\$111,369

Medical Services Officer								
	Probation	Regular	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert
HOURLY RATE	\$56.53	\$59.36	\$60.10	\$60.84	\$61.60	\$62.36	\$63.14	\$63.92
OT RATE	\$84.80	\$89.04	\$90.15	\$91.26	\$92.40	\$93.54	\$94.71	\$95.88
BI-WEEKLY	\$4,522.58	\$4,748.71	\$4,808.07	\$4,867.42	\$4,928.27	\$4,989.11	\$5,051.47	\$5,113.84
ANNUAL	\$117,587	\$123,466	\$125,010	\$126,553	\$128,135	\$129,717	\$131,338	\$132,960

Public Outreach/Communication Technician								
	Probation	Regular	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert	1/2 Cert
HOURLY RATE	\$23.06	\$24.21	\$24.52	\$24.82	\$25.13	\$25.44	\$25.76	\$26.08
OT RATE	\$34.59	\$36.32	\$36.78	\$37.23	\$37.70	\$38.16	\$38.64	\$39.12
BI-WEEKLY	\$1,844.94	\$1,937.19	\$1,961.40	\$1,985.62	\$2,010.44	\$2,035.26	\$2,060.70	\$2,086.14
ANNUAL	\$47,968	\$50,367	\$50,996	\$51,626	\$52,271	\$52,917	\$53,578	\$54,240

EXHIBIT B
GROWTH CALCULATION EXAMPLE
EFFECTIVE SEPTEMBER 1, 2021

	Actual For FYE 6/30/21	Actual for FYE 6/30/21
Property Tax Revenue	\$1,100,000.00	\$1,000,000.00
Actual Growth \$	\$100,000.00	
PERS and POB	\$5,000.00	
Health Benefits 10.00%	\$5,000.00	
Actual Non-Personnel Operating Costs \$1,000,000.00		
CPI projected for FY21/22- 3%	\$30,000.00	
Total	\$40,000.00	
Available dollars	\$60,000.00	
60% to Salary	\$36,000.00	
40% To District Activities	\$24,000.00	

SIGNATURE PAGE

**FALLBROOK FIREFIGHTERS' ASSOCIATION
NON-SAFETY NEGOTIATING TEAM**



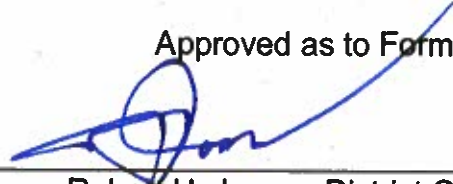
Ryan Lewis, FFA President

NORTH COUNTY FIRE PROTECTION DISTRICT



Jeff Egkan, Board President

Approved as to Form:



Robert H. James, District Counsel

NORTH COUNTY FIRE PROTECTION DISTRICT

330 S. Main Avenue • Fallbrook, California 92028-2938 • Phone: (760) 723-2005 • Fax: (760) 723-2072 • Web: www.ncfire.or

BOARD OF DIRECTORS

CINDY ACOSTA
JEFF EGKAN
KENNETH E. MUNSON
ROSS PIKE
CHRIS SHAW

KEITH MCREYNOLDS - Fire Chief/CEO - kmcreynolds@ncfire.or
ROBERT H. JAMES - District Counsel - roberthjameslaw@gmail.com
MAVIS CANPINAR - Executive Assistant/Board Clerk - mavis@ncfire.or

NON-SAFETY SIDE LETTER AGREEMENT

December 13, 2022

By this Side Letter of Agreement, the North County Fire Protection District and the Fallbrook Firefighters' Association hereby agree to amend the terms and conditions of the parties' Non-Safety Memorandum of Understanding, covering the period of October 1, 2022, to November 30, 2026 ("MOU") as follows:

ITEM 1: Article 23.3. EDUCATION PAY:

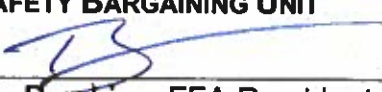
23.3.2.1. Beginning December 4, 2022, qualified **EMPLOYEES** will be eligible for Education Pay of 2% of their wages for documented completion of an Associate's Degree. If an employee has sixty (60) units of qualified college education and demonstrates proof of an active NCFPD education plan with consistent progress towards a BS/BAS, then that employee would be eligible for the Associate's education pay.

23.3.2.2. Beginning December 4, 2022, qualified **EMPLOYEES** will be eligible for Education Pay of 2% of their wages for documented completion of a Bachelor's Degree.

Except as provided for in this Side Letter of Agreement, no other terms and conditions of the MOU shall be amended or deleted.

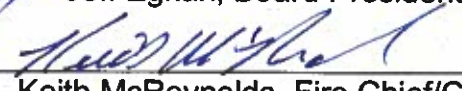
The above amendments of the MOU shall take effect and supersede the pre-existing terms as noted herein.

NON-SAFETY BARGAINING UNIT


Ben Lian, FFA President

NORTH COUNTY FIRE PROTECTION DISTRICT


Jeff Egkan, Board President


Keith McReynolds, Fire Chief/CEO

December 13, 2022,
Board Approval Date


Robert James, District Counsel



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALE AND RAINBOW

DUTY ~ INTEGRITY ~ RESPECT

NORTH COUNTY FIRE PROTECTION DISTRICT

330 S. Main Avenue | Fallbrook, California 92028-2938 | Phone: (760) 723-2005 | Fax: (760) 723-2072 | Web: www.ncfireca.gov

BOARD OF DIRECTORS

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KENNETH E. MUNSON
ROSS L. PIKE
CHRIS SHAW

KEITH MCREYNOLDS - Fire Chief
KRISTEN STEINKE - District Counsel
MAVIS CANPINAR - Executive Assistant/Board Clerk

NON-SAFETY SIDE LETTER AGREEMENT

August 22, 2023

PURPOSE:

By this Side Letter of Agreement, the North County Fire Protection District and the designated Non-Safety employees hereby agree to amend the terms and conditions of the parties' Non-Safety Memorandum of Understanding, covering the period of October 1, 2022, to November 30, 2026 (MOU). The purpose of this side letter is to define what "consistent progress" is within MOU Article 23, Section 3.2.1. Accordingly, MOU Article 23, Section 3.2.1. shall be amended to include the following sections:

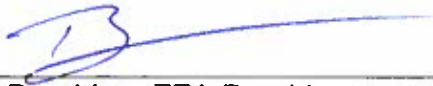
Revision of MOU Article 23, SECTION 3.2.1.

- 23.3.2.1.1. Consistent progress is defined as having completed two classes (six (6) or more units) in a year, beginning on October 1st and ending on September 30th.
- 23.3.2.1.2. Those that are unable to demonstrate consistent progress will have their 'Sixty Unit Incentive Pay' paused until they are able to re-establish consistent progress, or complete their Associate's degree.

Except as provided for in this Side Letter of Agreement, no other terms and conditions of the MOU shall be amended or deleted.

The above amendments of the MOU shall take effect and supersede the pre-existing terms as noted herein.

NON-SAFETY BARGAINING UNIT



Ben Lian, FFA President

NORTH COUNTY FIRE PROTECTION DISTRICT

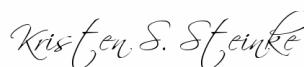


Cindy Acosta, Board President

AUG 22 2023

Board Approval Date

Approved as to Form:



Kristen Steinke, District Counsel



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALE AND RAINBOW

DUTY ~ INTEGRITY ~ RESPECT

NORTH COUNTY FIRE PROTECTION DISTRICT

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KRISTEN STEINKE - District Counsel
MAVIS CANPINAR - Executive Assistant/Board Clerk

NON SAFETY/SAFETY SIDE LETTER AGREEMENT

August 25, 2026

PURPOSE:

By this Side Letter of Agreement, the North County Fire Protection District, the Fallbrook Firefighters' Association (FFA) - Safety Bargaining Unit and the FFA - Non-Safety Bargaining Unit ("Parties") hereby agree to amend the terms and conditions of the Parties' respective Memoranda of Understanding, covering the period of October 1, 2022, to September 30, 2026 (MOU's). The purpose of this side letter is to remove the Medical Service Officer (MSO) classification from the Non-Safety Bargaining Unit and add the classification to the Safety Bargaining Unit.

The Parties have satisfied their obligations to meet and confer in good faith in accordance with the Meyers-Milias-Brown Act ("MMBA") concerning the terms and conditions of this side letter agreement and its implementation and agree to revise the MOU's as follows:

- Removal of Medical Service Officer (MSO) from FFA Non-Safety MOU Article 5, SECTION 5.1.1
- Addition of Medical Service Officer (MSO) from FFA Safety MOU Article 5, SECTION 5.1.1

Except as provided for in this Side Letter of Agreement, no other terms and conditions of the MOU's shall be amended or deleted.

SAFETY BARGAINING UNIT

Max Paur

Max Paur, FFA Vice President

NORTH COUNTY FIRE PROTECTION DISTRICT

Chris Shaw
Chris Shaw, Board President

NON-SAFETY BARGAINING UNIT

Charlie Swanger
Charlie Swanger, Non-Safety Representative

8/25/24
Board Approval Date

Kristen Steinke
Kristen Steinke, District Counsel



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALE AND RAINBOW

DUTY ~ INTEGRITY ~ RESPECT

SAFETY SIDE LETTER AGREEMENT

AUGUST 25, 2026

PAGE 2 OF 2

The above amendments of the MOU shall take effect and supersede the pre-existing terms addressed herein.