

NORTH COUNTY FIRE PROTECTION DISTRICT

MANAGEMENT MEMORANDUM OF UNDERSTANDING BETWEEN NORTH COUNTY FIRE PROTECTION DISTRICT AND MANAGEMENT GROUP EMPLOYEES



Covering the Period of

October 1, 2022 to September 30, 2026

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ARTICLE 1.

- 1.1 **INTENT AND PURPOSE:** It is the intent and purpose of the 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 other terms and conditions of employment between **EMPLOYEES** (hereinafter referred to as "**EMPLOYEES**") represented by North County Fire Protection District's Management Group (hereinafter referred to as "**MANAGEMENT GROUP**") and the North County Fire Protection District (hereinafter referred to as "**DISTRICT**").
- 1.2 Upon adoption of the new **MOU** by both **MANAGEMENT** 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. **ACKNOWLEDGMENTS:**

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

ARTICLE 3. **DESIGNATION OF MANAGEMENT:**

- 3.1. Management is designated as the Chief Officers (excluding the Fire Chief/CEO), the Fire Marshal, the Finance Manager, Fleet Maintenance Supervisor and Executive Assistant/Board Clerk.
- 3.2. **BATTALION CHIEF(B/C) Pay Steps Defined:**
 - 3.2.1. To be eligible to take the B/C Exam, an applicant shall have Ten (10) years of fulltime fire service experience, including three (3) years at the Captain rank, by the day of the B/C Exam. No minimum time requirement is required for a Captain to achieve Provisional Acting B/C pay (Step A). Ranks lower than Captain are not eligible for B/C pay steps.
 - 3.2.2. Step A: Defined as "Provisional Acting B/C", this 2.5% pay step increase may be earned one of two ways: 1. Employee meets all certifications and licenses identified in the B/C Job Description and passes the most recent B/C Exam, minus a BS/BAS degree or; 2. Employee meets all certifications and licenses identified in the B/C Job Description including a BS/BAS degree but has not successfully passed the most recent B/C Exam. Employee must pass the most recent B/C exam to act in the position of B/C.
 - 3.2.3. Step B: Defined as "Acting B/C", this 2.5% pay step increase requires an Employee to meet all certification and licenses identified in the B/C Job

Description including a BS/BAS degree, have time in rank, and successfully pass the most recent B/C Exam.

- 3.2.4. Step C: Defined as “Provisional B/C”, this step provides an Employee promoted to B/C who does not hold a BS/BAS degree 95% of regular B/C pay until such time the degree is earned. In order to remain in Step C, a promoted individual must have a current, approved educational plan on file with the District and demonstrate a sustained effort toward completion of a BS/BAS degree educational requirement. The expectation is to have the degree completed within four (4) years of being promoted to B/C. Failure to earn a BS/BAS within four (4) years may result in the return of the Provisional B/C to their previous rank.
- 3.2.5. Step D: Defined as “Regular B/C”, this step provides an Employee promoted to the position of B/C 100% of regular pay the day the promotion begins (including medic pay for paramedics). To achieve Step D, the Employee must hold all certificates and licenses identified in the B/C Job Description including a BS/BAS degree.
- 3.2.6. Time spent off duty to attend classes or complete coursework is non-compensable (no pay). Administrative Leave will not be granted for college work, although an individual may use their own Annual/Vacation Leave or Shift Trades at their option. Coursework may be completed on-duty, as other work and assignments allow.
- 3.2.7. Reimbursement for tuition shall be paid pursuant to the Management MOU and District Policy concerning educational reimbursement.

ARTICLE 4. MANAGEMENT EMPLOYEES:

- 4.1. Management **EMPLOYEES** are exempt from the competitive service and serve as a member of the Fire Chief’s Senior/Executive Staff.
- 4.2. Battalion Chiefs are non-exempt **EMPLOYEES**, with respect to the overtime regulations of the Department of Labor (that is, they are paid hourly and receive overtime and FLSA pay). Other Management Personnel (Finance Manager, Fire Marshal, Division Chief, Deputy Chief, Fleet Maintenance Supervisor, Executive Assistant/Board Clerk) are exempt **EMPLOYEES** with respect to the overtime regulations of the Department of Labor (that is, they are paid a salary, regardless of hours worked).

ARTICLE 5. MANAGEMENT SALARIES:

- 5.1. For the period October 1, 2022 to September 30, 2026, wages shall be paid as set forth in the attached document titled “Wage Scale [Exhibit A].”
- 5.2. 40-HOUR BATTALION CHIEF: Any Battalion Chief who is assigned from a fifty-six (56)-hour workweek to a forty (40)-hour workweek shall be paid as follows:

- 5.2.1. TO DETERMINE THE HOURLY RATE OF PAY: Increase the yearly salary (including FLSA O.T.) by seven and one-half percent (7½%) and then divide that by 2080 (the number of hours per year).
- 5.2.2. TO DETERMINE THE OVERTIME RATE OF PAY: Multiply the hourly rate by one and one half (1½).
- 5.2.2.1. **EMPLOYEES** on forty (40)-hour week schedules shall be paid one and one half (1½) times the regular rate for all time worked in excess of forty (40) hours per work period. The work period for the purpose of calculating overtime for the forty (40)-hour work **EMPLOYEES** shall include seven (7) consecutive twenty-four (24)-hour durations (e.g. one (1) forty-hour (40) week).
- 5.2.2.2. **EMPLOYEES** on forty (40)-hour week schedules who work hours beyond forty (40) hours in a work period where such additional hours are worked on a fifty-six (56) hour schedule shall be paid one and one-half (1½) times the regular rate of pay for **EMPLOYEES** on a fifty-six (56)-hour schedule.
- 5.2.2.3. Hours worked for the purpose of calculating FLSA overtime shall include, paid work hours and paid leave, including Sick Leave, vacation, holidays, Worker's Compensation, school, training, paid military leave and paid maternity leave.
- 5.2.3. TO DETERMINE THE OVERTIME RATE OF PAY FOR 56-HOUR BATTALION CHIEF: Overtime compensation is combined with regular bi-weekly paycheck, one and one-half (1½) times the regular rate of pay, for all **EMPLOYEES** on shift work for all time worked beyond the normal (24)-hour shift on an **EMPLOYEE'S** scheduled day off, and in excess of 182 hours in a twenty-four (24)-day period. A workday shall consist of twenty-four (24)-hours including meals, rest period and sleep. TO DETERMINE THE BI-WEEKLY SALARY: Multiply the hourly rate by eighty (80).
- 5.3. WAGE SCALE ADJUSTMENTS: The wage scale shall be adjusted annually on September 1st each year using the following procedure:
- 5.3.1. During the month of July, parties signatory to this agreement meet at a mutually agreeable time and place.
- 5.3.2. Determine actual new revenue or "growth" for the new fiscal year starting on the following September 1st. "New Revenue" is defined as follows:
- 5.3.2.1. 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.
- 5.3.2.2. 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.

5.3.2.3. The net difference between these two numbers is then adjusted as follows:

5.3.2.3.1. 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.

5.3.2.3.2. 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.

5.3.2.3.3. 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.

5.3.2.3.4. 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 and/or those items not current a line item in the budget.

5.3.2.3.5. An example of the above calculation is attached as "Exhibit B."

5.3.3. Distribute the adjusted new revenue (as described in 5.2.2.) as follows:

5.3.3.1. Sixty percent (60%) to fund salary increases for all employee groups. Unless otherwise specified, for certain positions, the agencies of Encinitas FD, Escondido FD, Oceanside FD, Poway FD, San Marcos FD, Santee FD, Vista FD and 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 what other agencies will be used to determine comparable compensation within San Diego County or OES Region 6.

5.3.3.1.1. Salary comparables for the rank of Division Chief will be fifteen percent (15%) above calculated rank of Battalion Chief plus one-half (1/2) BC FLSA.

5.3.3.1.2. Salary comparables for the rank of Deputy Fire Chief will be seven and one-half (7.5%) above the calculated rank for Division Chief.

5.3.3.1.3. Salary comparables for the rank of Fire Marshal will be equivalent to 56-hour Battalion Chief.

- 5.3.3.1.4. Salary comparables for the position of Finance Manager is defined as the average of the top step for the Finance Manager position for the Districts of Alpine, Lakeside, San Miguel and Rancho Santa Fe Fire Protection District.
- 5.3.3.1.5. Salary comparables for the position of Fleet Maintenance Supervisor is defined as the average of the top step for the Fleet Maintenance Supervisor/Superintendent position for the Cities of Escondido, Oceanside, Poway, San Marcos, Santee, and Vista. Additional consideration is also applied when necessary due to the uniqueness of the NCF Fleet Service Center.
- 5.3.3.1.6. Salary comparables for the Executive Assistant/Board Clerk is defined as the average of the top step of the following: Cities of: Encinitas (Exec. Asst/Deputy City Clerk); Escondido (Exec. Asst. City Manager); Oceanside (Senior Legal Sec.); Poway (Exec. Asst. City Manager); San Marcos (Dep. City Clerk); Santee (Conf. Sec. To City Mgr/Council); Vista (Asst. City Clerk). Additional consideration is also applied when necessary due to the uniqueness of the Executive Assistant/Board Clerk position.
- 5.3.3.1.7. Forty percent (40%) to fund **DISTRICT** activities and programs as defined through the normal budgeting process.
- 5.3.3.1.8. 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.
- 5.3.3.1.9. 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.
- 5.4. An **EMPLOYEE** may be reduced to probationary step for up to one (1) year for unsatisfactory performance at the discretion of the Fire Chief/CEO.
- 5.5. Downward adjustments shall specifically identify the unsatisfactory performance and provide a specific plan, developed by the Fire Chief/CEO and the **EMPLOYEE**, to improve said unsatisfactory performance.
- 5.6. To provide better service to the **DISTRICT**, all Management **EMPLOYEES** shall reside within the boundaries of the North County Fire Protection **DISTRICT** or within a one-hour travel time to the Headquarters Fire Station under normal driving conditions.

ARTICLE 6. RECLASSIFICATION PROCEDURES:

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

ARTICLE 7. MANAGEMENT BENEFITS:

7.1. The Work Schedule for Management personnel, other than the Shift Battalion Chief, position may include any of the following, as specified and approved by the Fire Chief/CEO:

7.2. FORTY (40) HOUR WORK SCHEDULE:

7.2.1. The 5/40 Work Schedule shall be (8) hours per day, five days per week, or equivalent.

7.2.2. 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 Management personnel on the same schedule to ensure District services are provided Monday through Friday for each Division, with approval by the Fire Chief/CEO.

7.2.3. 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 Management personnel on the same schedule to ensure District services are provided Monday through Friday for each Division, with approval by the Fire Chief/CEO. This Work Schedule shall be on trial basis for the term of this MOU.

7.3. FOR SHIFT BATTALION CHIEFS:

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

7.3.2. Field/Shift Battalion Chiefs shall work a schedule consisting of 48 hours on duty followed by 96 hours off duty (48/96).

7.3.2.1. The District may not require an individual to work more than 72 consecutive hours without at least a 24-hour period of time off, except due to extraordinary operational circumstances and when specifically authorized by the Fire Chief/CEO or designee.

7.3.2.2. An individual may voluntarily choose to work up to a maximum of 96 consecutive hours of work, at which time a minimum of 24-hours of time

off must be taken, except under extraordinary operational circumstances and when specifically authorized by the Fire Chief/CEO or designee.

- 7.3.2.3. The limits identified in 7.3.2.1. and 7.3.2.2. shall not apply to individuals deployed through the Mutual Aid System to major events, in which case the Mutual Aid System work schedule shall take precedence. Any Mutual Aid System assignment that requires an EMPLOYEE to work greater than 96-hours and return during a regularly scheduled shift shall receive up to 24-Hours of Safety Leave prior to returning to work
- 7.3.2.4. The 48/96 work schedule is not to be used to create an alternate work schedule by manipulation of leave, shift trades, etc. An alternate work schedule is a regularly, recurring pattern of work that is different than the work schedule defined herein.
- 7.3.2.5. **EMPLOYEES** assigned to the forty (40) hour work schedule will not be eligible to participate in the 48/96 schedule.
- 7.3.2.6. If either party wishes to change the work schedule, written notice must be provided and any such change will be discussed in a meet and confer process.

7.4. **WORK PERIOD:**

- 7.4.1. The 48/96 shift schedule is a three-platoon system in which each **EMPLOYEE** will work two consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours. Thereafter, there will be a total of ninety-six (96) consecutive hours off duty. A typical work schedule would reflect as follows:

- 7.4.1.1. X= work day
- 7.4.1.2. O= day off
- 7.4.1.3. XXOOOOXXOOOO (repeats).

- 7.4.1.3.1. A "shift" will consist of a twenty-four (24) hour period.
- 7.4.1.3.2. Department members may not be forced to work more than 72 consecutive hours (3 shifts) without at least 24-hours off duty and may not voluntarily work more than 96 consecutive hours (4 shifts), including shift trades, except as described in 7.3.2.1., 7.3.2.2. and 7.3.2.3. above.
- 7.4.1.3.3. Each **EMPLOYEE** will schedule his/her callback shifts and trades so that there is compliance with this policy. Exceptions to the limitations on consecutive hours of work may only be authorized by the Fire Chief/CEO (or designee) except for mutual aid system deployments, which may be authorized under current systems.
- 7.4.1.3.4. Regardless of the number of hours worked, it is the **EMPLOYEE's** responsibility to maintain adequate alertness, skill level and rest to remain fit for duty. It is the Company Officer's responsibility to assure the operational readiness of all crew personnel and take the necessary steps, in coordination with the Duty Chief to maintain operational capabilities. It is the Duty Chief/Battalion Chief's responsibility to assure the operational readiness of all companies on duty and take the necessary steps, in coordination with the Operations Division Chief to maintain District-wide operational readiness. The District's Health and Safety Committee shall monitor personnel and operational

performance, using existing means and methods, to monitor for any evidence that fatigue is a factor in any matters that come before the Committee. Such instances shall be immediately reported to the Fire Chief/CEO through the Chain Of Command, along with any pertinent recommendations concerning policies, practices or procedures.

7.4.1.4. Overtime will be in accordance with provisions in this MOU.

7.4.2. **HOLIDAY HOURS - CHRISTMAS:** In the event that an **EMPLOYEE** is scheduled to work both December 24th and December 25th in the same year, the **EMPLOYEE** originally assigned to work on December 23rd will be reassigned to work December 24th. The **EMPLOYEE** originally scheduled to work December 24th, will be reassigned to work on December 23rd.

7.4.3. **FAIR LABOR STANDARDS ACT:** The FLSA work period shall be a twenty-four (24) day period. The maximum hours of work for a twenty-four (24) day period is 182.

7.4.4. The hours of work for shift duty members shall be fifty-six (56) hours per week.

7.5. VACANCY POLICY:

7.5.1. All vacancies (other than those caused by normal leave utilization) whether planned, scheduled, unscheduled or unplanned, shall be filled at the discretion of the Fire Chief/CEO or his/her designee.

7.6. ANNUAL LEAVE:

7.6.1. Management **EMPLOYEES** shall accrue twenty (20) hours Annual Leave per calendar month. Accumulated Annual Leave shall not exceed 600 hours as of June 30, of any year. Individuals may accrue more than 600 hours in the accounting period of July 2nd to June 30th of any fiscal year.

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

7.6.3. Any **EMPLOYEE** having more than 480 hours of accrued Annual Leave on June 30 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).

7.6.4. 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.

- 7.6.5. Upon separation of employment, 100% of the value of all remaining unused Annual Leave shall be contributed to the **EMPLOYEE'S** individual account in the PRMBT at the rate of pay in effect at the time of separation from the **DISTRICT**.
- 7.6.6. 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 10.4.1 to the **EMPLOYEE'S** qualifying 457 Deferred Compensation account up to the annual allowable IRS plan limits.
- 7.6.7. For the purposes of this section, the term "Annual Leave" is synonymous with the term "Vacation Leave."

7.7. SICK LEAVE:

- 7.7.1. Management **EMPLOYEES** shall accrue twelve (12) hours sick leave per calendar month. ON June 30th 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.
- 7.7.2. With the exception of death, or an unforeseen injury or illness causing separation from employment, the **EMPLOYEE** shall give the **DISTRICT** sufficient notice of intended separation such that the **DISTRICT** can budget for the payout. Specifically, the **EMPLOYEE** shall notify the **DISTRICT** no later than May 1st of the year of intended separation from employment any time between July 1st and June 30th. For example, an **EMPLOYEE** intending to retire between July 1, 2006 and June 30, 2007 must notify the **DISTRICT** of their intended retirement by no later than May 1, 2006.
- 7.7.3. After five (5) years of service, **EMPLOYEES** shall have the following options:
- 7.7.4. Upon separation from employment, one hundred percent (100%) of the value of all remaining unused Sick Leave shall be contributed to the **EMPLOYEE'S** individual account in the Post-Retirement Medical Benefit Trust at the rate of pay in effect at the time of separation from the **DISTRICT**. All or a portion of this value may also be used to pre-fund any premium payments due for participation in the group portion of the Post-Retirement Medical Benefit Trust and/or an approved 457 Plan.
 - 7.7.4.1. For "CLASSIC" **EMPLOYEES** (as defined by the California Pension Reform Act of 2013), all or a portion of the accrued Sick Leave may be credited to the **EMPLOYEE'S** PERS Retirement in order for said **EMPLOYEE** to retire early.

7.8. HOLIDAY LEAVE:

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

7.8.1.1. Forty-hour, modified Forty-hour per Week, 4/10 and 9/80 work schedule **EMPLOYEES** shall receive the following eleven (11) Holidays:

- 7.8.1.1.1. New Year's,
- 7.8.1.1.2. President's Day,
- 7.8.1.1.3. Memorial Day,
- 7.8.1.1.4. Martin Luther King Day,
- 7.8.1.1.5. Juneteenth (Freedom Day),
- 7.8.1.1.6. Independence Day,
- 7.8.1.1.7. Labor Day,
- 7.8.1.1.8. Columbus Day,
- 7.8.1.1.9. Veteran's Day,
- 7.8.1.1.10. Thanksgiving Day,
- 7.8.1.1.11. The Day After Thanksgiving,
- 7.8.1.1.12. Christmas Day.

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

7.8.2. FOR SHIFT BATTALION CHIEFS:

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

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

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

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

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

7.9. BEREAVEMENT LEAVE:

7.9.1. Forty (40)-hour Management **EMPLOYEES** shall be entitled to Bereavement Leave consisting of three (3) days per calendar year on a non-cumulative basis. Management **EMPLOYEES** assigned to a 56-hour workweek shall be entitled to two (2) consecutive shifts of Bereavement Leave. This leave shall be limited to deaths that occur within the immediately family, to include: Spouse, child, brother, sister, parent, step children, in-laws and other blood relatives at the discretion of the Fire Chief/CEO.

7.10. COURT LEAVE:

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

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

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

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

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

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

7.11. SHIFT TRADE: Shift Battalion Chiefs may mutually exchange duty days (shift trade) in grade only and with the approval of the Fire Chief/CEO or designee.

7.12. UNIFORMS:

7.12.1. 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.

7.12.2. 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.

7.13. ADDITIONAL HOURS/MANAGEMENT PERSONNEL DOCKING: There shall be no docking of leave or pay for any exempt management **EMPLOYEE** for absences of less than eight (8) hours.

7.14. PAYROLL DEDUCTIONS: The **DISTRICT** agrees to process direct deposit deductions and may process other **EMPLOYEE** authorized benefits as payroll deductions.

7.15. HEALTH CONTRIBUTION:

7.15.1. The **DISTRICT** agrees to offer the PERS Health Benefits Program and pay a portion of the associated premiums as specified in Section 7.15.2. of this Article. The **EMPLOYEE** agrees that he/she is liable for the difference between the total cost of the health plan he/she chooses and the **DISTRICT'S** PERS Health Benefit Contribution.

7.15.2. The **DISTRICT** agrees to maintain a Cafeteria-Style Benefit Plan to be available to all Management **EMPLOYEES**. Benefits, which are available through this plan, include dental insurance, vision care, life insurance, long term disability plan (LTD), AD&D, Flexible Spending Account (FSA) plan, and health insurance

7.15.3. The **DISTRICT** agrees to pay an amount equal to ninety percent (90%) of the PERS Blue Shield Access+ HMO for the **EMPLOYEE'S** designated level of insurance (**EMPLOYEE** only, **EMPLOYEE** plus one (1), or **EMPLOYEE** plus family). The **EMPLOYEE** may apply this amount from the **DISTRICT** towards any of the health insurance plans offered by the **DISTRICT** with any additional costs to be deducted from the **EMPLOYEE'S** pretax salary as a payroll deduction. Any excess funds will be retained by the **DISTRICT** and may not be used by the **EMPLOYEE** for any other purpose.

7.15.4. With the exception of the Flexible Spending Account (FSA), the **DISTRICT** agrees to pay all administrative fees/costs associated with the above programs. The Fallbrook Firefighters Association agrees to reimburse The District for any direct costs incurred by low participation in the Flexible Spending Account (FSA) plan.

7.15.5. It is mutually agreed by all parties that excess funds, (\$182.19 monthly or \$84.09 per bi-weekly pay period per Management **EMPLOYEE**) shall be

deposited on the EMPLOYEE'S behalf to the Post-Retirement Medical Benefit Trust. NCFPD agrees to pay \$2.20. (or current cost) on behalf of all eligible **EMPLOYEES** for the purchase of a \$10,000 life insurance policy as required by FDAC for plan participation.

7.15.6. **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:

7.15.6.1. 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.

7.15.6.2. 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.

7.16. PERSONAL TIME:

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

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

7.16.3. Exempt Management Employees shall have the ability to earn Personal Time with no maximum accrual and sell back up to eighty (80) hours Personal Time in any given fiscal year.

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

7.17. COMPENSATORY TIME:

7.17.1. Non-exempt Management Employees (Battalion Chiefs) shall have the option of earning Compensatory Time Off (Comp Time) in lieu of overtime, under the following terms and conditions:

- 7.17.1.1. At the time that excess hours are worked, the **EMPLOYEE** must designate whether the time will be paid as Overtime or Comp Time at the rate of one and one-half (1.5) hours of Comp Time Earned for one (1) hour of overtime worked, under the following terms and conditions (this designation may not be done retroactively).
- 7.17.1.2. Compensatory Time off shall be granted providing it does not create an undue disruption to the **DISTRICT**. Any remaining Comp Time on the record on June 30th, in excess of forty (40) hours for Administrative Battalion Chiefs and four hundred and eighty (480) hours for Shift Battalion Chiefs, shall be paid to the **EMPLOYEE** at the regular rate. The **EMPLOYEE** may elect to direct all or some of this payment to a **DISTRICT** approved 457 Plan.
- 7.17.1.3. When Comp Time is used, the pay for cover of the time off must be Overtime (Comp Time cannot be earned working to cover Comp Time).
- 7.17.1.4. Use of and approval for Comp Time will be done in accordance with all policies related to use of Annual Leave.

7.18. RETIREMENT:

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

7.18.1.1. "NEW" MEMBERS ARE:

- 7.18.1.1.1. A new hire who becomes a CalPERS members for the first time on or after January 1, 2013, and who has no prior membership in any other California Public retirement system, or who is not reciprocal with another California public retirement system.
- 7.18.1.1.2. 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.
- 7.18.1.1.3. 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.

7.18.1.2. "CLASSIC" MEMBERS ARE: "CLASSIC" members are those Safety **EMPLOYEES** with an initial hire date prior to January 1, 2013, who do not fit into the "NEW" employee categories.

7.18.2. RETIREMENT FOR CLASSIC SAFETY EMPLOYEES SHALL BE AS FOLLOWS: The **DISTRICT** shall contract with the Public Employees' Retirement System (PERS) to provide, in addition to minimum benefits, retirement benefits described in California Government Code, Section 21363.1, known commonly as 3% at 55. The contract shall also include the following:

- 7.18.2.1. Fourth level of 1959 Survivor Benefits (Section 21574).
- 7.18.2.2. Two years additional service credit (Section 20903).

- 7.18.2.3. Credit for unused sick leave (Section 20965).
- 7.18.2.4. Post-retirement survivor Allowance (Sections 21624, 21626 and 21628).
- 7.18.2.5. One-year final compensation (Section 20042).
- 7.18.2.6. Military Service Credit as Public Service (Section 21024).

7.18.3. **RETIREMENT FOR NEW SAFETY EMPLOYEES SHALL BE AS FOLLOWS:** 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 2.7% at 57. 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 or her retirement. The contract shall also include the following:

- 7.18.3.1. Fourth level of 1959 Survivor Benefits (Section 21574).
- 7.18.3.2. Post-retirement survivor Allowance (Sections 21624, 21626 and 21628).
- 7.18.3.3. Two years additional service credit (Section 20903).
- 7.18.3.4. Credit for unused sick leave (Section 20965).
- 7.18.3.5. Post-retirement survivor Allowance (Sections 21624, 21626 and 21628).
- 7.18.3.6. Military Service Credit as Public Service (Section 21024).

7.18.4. **EMPLOYER PAID MEMBER CONTRIBUTION:**

- 7.18.4.1. **CLASSIC MEMBERS:** Effective July 1, 2015 the DISTRICT will cease paying any portion of the EMPLOYEE share of PERS contributions (EMPLOYEE will pay the full 9%). In exchange, DISTRICT will provide a five (5) percent increase in salary for all EMPLOYEES covered by this agreement.
- 7.18.4.2. **NEW MEMBERS:** For **NEW EMPLOYEES** hired after approval of this MOU by the **DISTRICT** Board who are **NEW EMPLOYEES** to the **DISTRICT**, they shall pay the higher of nine percent (9%) or one-half the total normal cost [up to a maximum of twelve percent (12%)] as determined by CalPERS, as their **EMPLOYEE** retirement contribution.
- 7.18.4.3. **PENSION REFORM ACT – EFFECTIVE JANUARY 1, 2013:** The parties agree that the provisions of AB 340 (The California Pension Reform Act of 2013) will go into effect on January 1, 2013 and all parties intend the language of the MOU to be consistent with legislative and CalPERS retirement rules and any language inconsistent with that Act is void. If there is any other clean up or other retirement legislation, which goes into effect during this MOU, and if there are provisions of that legislation which automatically goes into effect, it shall do so without impairing the parties' MOU. Either party may request to negotiate over the impact of such subsequent legislation.

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

7.20. **TUITION REIMBURSEMENT AND EDUCATION PAY:**

7.20.1. **TUITION REIMBURSEMENT:**

7.20.2. **DISTRICT** agrees to pay or to reimburse tuition and book costs for courses related to professional development and/or preparation for promotion, which have been approved by the Fire Chief/CEO or his designated representative for **EMPLOYEES** covered by this Agreement as follows:

7.20.2.1. 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.

7.20.2.2. For courses listed as a requirement for promotion to the next rank, up to \$600 per year.

7.20.2.3. For courses or seminars not required for promotion, but determined to be of professional value for the **EMPLOYEE** in their current rank, up to \$400 per year.

7.20.2.4. Reimbursement described in 7.20.1.3 may also be used for the purpose described in 7.20.1.2.

7.20.3. In an effort to encourage formal college education for Management **EMPLOYEES**, the **DISTRICT** agrees to provide tuition reimbursement as follows. 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.

7.20.3.1. For lower division courses, the **DISTRICT** will provide annual reimbursement up to the amount charged by Palomar Community College for three courses.

7.20.3.2. For upper division courses, the **DISTRICT** will provide annual reimbursement up to the amount charged by Waldorf College for four (4) courses.

7.20.3.3. For graduate-level courses, the **DISTRICT** will provide annual reimbursement up to \$5,000.

7.20.4. **EDUCATION PAY:**

7.20.4.1. 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:

- 7.20.4.1.1. 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 toward a BS/BAS, then that employee would be eligible for the Associate's education pay.
 - 7.20.4.1.2. 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.
 - 7.20.4.1.3. 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.
 - 7.20.4.1.4. 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.)
- 7.21. ADMINISTRATIVE LEAVE: Management personnel may receive Administrative Leave at the discretion of the Fire Chief/CEO. Administrative Leave is non-cumulative.
- 7.22. POST RETIREMENT HEALTH BENEFIT:
- 7.22.1. The **DISTRICT** agrees to support the development and implementation of a Retirement Medical Benefit Trust (RMBT) to provide post-retirement medical benefits to **DISTRICT** retirees. The **DISTRICT'S** financial support of the RMBT will be limited to payment of the legal and administrative fees required to establish the RMBT and the payment of the monthly administrative charges for the plan. Such plan shall be established and operated within the legal parameters established by the US Internal Revenue Service. The **DISTRICT** Fire Chief/CEO, although not a voting member of the Board of Directors for the Trust, shall be included in all formal and informal communications concerning Trust business, shall receive notice and agendas of Board meetings and shall be entitled to attend and observe all meetings of the Board.
 - 7.22.2. **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 7.6. and 7.7.), the **DISTRICT** agrees to provide the necessary administrative services to process the deductions and forward deposits to the RMBT.

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

7.23. BILINGUAL PAY:

7.23.1. The **DISTRICT** will provide additional compensation to an **EMPLOYEE** in the amount of \$100 per pay period 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 eligibility criteria and testing procedures to ensure that **EMPLOYEES** are qualified for Bilingual compensation. The **DISTRICT** agrees to pay for costs associated with testing. This section shall not be subject to the grievance procedure.

7.24 LONGEVITY PAY: 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:

7.24.1. 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**.

7.24.2. 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**.

7.24.3. 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**.

7.24.4. 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**.

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

ARTICLE 8. GRIEVANCE PROCEDURE:

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

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

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

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

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

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

8.4. **STEP ONE:**

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

8.5. **STEP TWO:**

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

ARTICLE 9. LEAVE OF ABSENCE:

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

ARTICLE 10. TERM OF AGREEMENT:

- 10.1. 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.

ARTICLE 11. RETIREMENT FOR MISCELLANEOUS:

Retirement benefits for all Miscellaneous **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.

SECTION 1.

11.1.1. **"NEW" MEMBERS ARE:**

- 11.1.1.2. 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.
- 11.1.1.3. 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.
- 11.1.1.4. 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.

11.1.2. **"CLASSIC" MEMBERS ARE:**

11.1.21. “**CLASSIC**” members are those Miscellaneous **EMPLOYEES** with an initial hire date prior to January 1, 2013, who do not fit into the “**NEW**” employee categories.

11.1.3. **RETIREMENT FOR CLASSIC MISCELLANEOUS EMPLOYEES SHALL BE AS FOLLOWS:**

11.1.3.1. 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:

- 11.1.3.1.1. Fourth level of 1959 Survivor Benefits (Section 21574).
- 11.1.3.1.2. Credit for unused Sick Leave (§ 20965).
- 11.1.3.1.3. One-year final compensation (§ 20042).
- 11.1.3.1.4. Military Service Credit as Public Service (§ 21024).
- 11.1.3.1.5. Post Retirement Survivor Allowance (§§ 21624, 21626 and 21628).

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

11.1.4.1. 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:

- 11.1.4.1.1. Fourth level of 1959 Survivor Benefits (Section 21574).
- 11.1.4.1.2. Credit for unused Sick Leave (§ 20965).
- 11.1.4.1.3. Military Service Credit as Public Service (§ 21024).
- 11.1.4.1.4. Post Retirement Survivor Allowance (§§ 21624, 21626 and 21628).
- 11.1.4.1.5. Two years additional service credit (§ 20903).

SECTION 2:

11.2. **EMPLOYER PAID MEMBER CONTRIBUTION:**

11.2.1. **CLASSIC MEMBERS:** Effective July 1, 2015 the DISTRICT will cease paying any portion of the EMPLOYEE share of PERS contributions (EMPLOYEE will pay the full 8%). In exchange, the DISTRICT will provide a four (4) percent increase in salary for all EMPLOYEES covered by this agreement.

11.2.2. **NEW MEMBERS:** For **NEW EMPLOYEES** hired after approval of this MOU by the **DISTRICT** Board who are **NEW EMPLOYEES** to the DISTRICT, they shall pay the higher of nine percent (9%) or one-half the total normal cost

[up to a maximum of twelve percent (12%)] as determined by CalPERS, as their **EMPLOYEE** retirement contribution.

— END OF AGREEMENT —

FOLLOWING PAGES:


Signature Page

Exhibit A – Management Wage Scales

Exhibit B - Example of Growth Calculation

MANAGEMENT NEGOTIATION TEAM

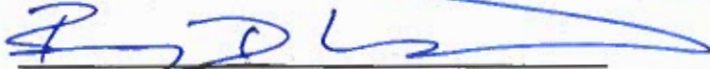
NORTH COUNTY FIRE PROTECTION DISTRICT



Brian MacMillan, Representative



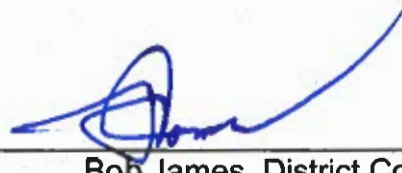
Jeff Egkan, Board President



Barry Krumwiede, Representative

²⁰²
9/29/22

Date



Bob James, District Counsel

September 27, 2022

Board Approval Date

EXHIBIT A

BATTALION CHIEF				
	FORMERLY CERT CHIEF	FORMERLY ACTING CHIEF	FORMERLY PROB	NO CHANGE
	PROV ACT	ACT	PROV BC	REG BC
	STEP A	STEP B	STEP C	STEP D
HOURLY RATE	\$41.24	\$42.23	\$49.64	\$52.25
REGULAR RATE	\$42.99	\$44.02	\$51.74	\$54.46
OT REG. RATE	\$64.49	\$66.03	\$77.61	\$81.69
BI-WEEKLY	\$4,618.62	\$4,729.58	\$5,559.91	\$5,852.54
FLSA	\$3,269.39	\$3,347.72	\$3,934.83	\$4,141.68
ANNUAL	\$120,084.06	\$122,969.16	\$144,557.64	\$152,165.94

ADMIN BATTALION CHIEF				
	FORMERLY CERT CHIEF OFFICER MEDIC	FORMERLY ACTING CHIEF	FORMERLY PROB	NO CHANGE
	PROV ACT	ACT	PROV BC	REG BC
	STEP A	STEP B	STEP C	STEP D
HOURLY RATE	\$57.73	\$59.12	\$76.74	\$80.78
OT REG. RATE	\$86.60	\$88.68	\$115.11	\$121.17
BI-WEEKLY	\$4,618.62	\$4,729.58	\$6,139.58	\$6,462.72
ANNUAL	\$120,084.06	\$122,969.16	\$159,629.16	\$168,030.69

FIRE MARSHAL			
	Provisional	Probation	Regular
HOURLY RATE	\$67.82	\$71.39	\$75.15
BI-WEEKLY	\$5,425.68	\$5,711.24	\$6,011.83
ANNUAL	\$141,067.62	\$148,492.23	\$156,307.62

DIVISION CHIEF		
	Probation	Regular
HOURLY RATE	\$81.21	\$85.28
BI-WEEKLY	\$6,497.15	\$6,822.01
ANNUAL	\$168,926	\$177,372.30

DEPUTY CHIEF		
	Probation	Regular
HOURLY RATE	\$87.31	\$91.67
BI-WEEKLY	\$6,984.44	\$7,333.66
ANNUAL	\$181,595	\$190,675.22

FINANCE MANAGER		
	Probation	Regular
HOURLY RATE	\$64.76	\$68.17
BI-WEEKLY	\$5,180.96	\$5,453.64
ANNUAL	\$134,705	\$141,795

EXECUTIVE ASSISTANT		
	Probation	Regular
HOURLY RATE	\$45.67	\$47.96
BI-WEEKLY	\$3,654.00	\$3,837.00
ANNUAL	\$95,000	\$99,750.00

FLEET SUPERVISOR		
	Probation	Regular
HOURLY RATE	\$52.03	\$54.64
BI-WEEKLY	\$4,162.80	\$4,370.94
ANNUAL	\$108,233	\$113,644.41

EXHIBIT B

EXHIBIT B
GROWTH CALCULATION EXAMPLE
EFFECTIVE OCTOBER 1, 2022

EXAMPLE NEGOTIATIONS FORMULA WORKSHEET

	Budgeted	Projected
	CURRENT YEAR	NEXT YEAR
Property tax	\$ 1,000,000.00	\$ 1,100,000.00
Growth	\$ 100,000.00	
PERS and POB	\$ 5,000.00	
Health Benefits @ 10%	\$ 5,000.00	
Actual Non-Personnel Operating Costs CPI Anticipated FY 21/22 @ 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	

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

MANAGEMENT SIDE LETTER AGREEMENT

December 13, 2022

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

ITEM 1: Article 7.20.4. EDUCATION PAY:

7.20.4.1.1. 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 toward a BS/BAS, then that employee would be eligible for the Associate's education pay.

7.20.4.1.2. 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.

MANAGEMENT BARGAINING UNIT



Brian MacMillan, Representative



Barry Krumwiede, Representative

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.ncfire.org

BOARD OF DIRECTORS

CINDY ACOSTA
JEFFERY EGKAN
KENNETH E. MUNSON
ROSS L. PIKE
CHRIS SHAW

KEITH MCREYNOLDS - Fire Chief/CEO - kmcreynolds@ncfire.org
KRISTEN STEINKE - District Counsel - ksteinke@bwsllaw.com
MAVIS CANPINAR - Executive Assistant/Board Clerk - mavis@ncfire.org

MANAGEMENT SIDE LETTER AGREEMENT

April 25, 2023

PURPOSE:

By this Side Letter of Agreement, the North County Fire Protection District and the designated Management employees hereby agree to amend the terms and conditions of the parties' Management Memorandum of Understanding, covering the period of October 1, 2022, to November 30, 2026 (MOU). The purpose of this side letter is to eliminate the voluntary working hours cap on vacancies in accordance with MOU Article 7, Section 3.2.2.

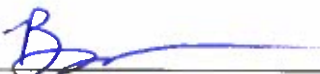
The elimination of the voluntary working hours cap on vacancies will be for a trial period between May 1, 2023 through May 1, 2024 and must be renewed or amended by mutual consent of the parties thereafter. Accordingly, MOU Article 7, Section 3.2.2 shall be amended for the trial period referenced above to read, as follows:

Revision of MOU Article 7, SECTION 3.2.2.

7.3.2.2. Shift Battalion Chiefs shall be allowed to voluntarily accept any vacant shift and shall not be subject to a maximum number of consecutive hours that they may work.

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

MANAGEMENT BARGAINING UNIT



Brian MacMillan, Representative



Barry Krumwiede, Representative

NORTH COUNTY FIRE PROTECTION DISTRICT



Cindy Acosta, Board President

4/25/23

Board Approval Date

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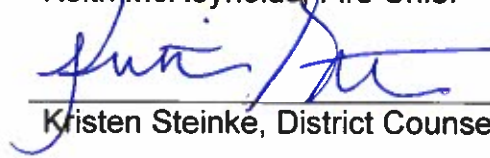


PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALL AND RAINBOW

DUTY ~ INTEGRITY ~ RESPECT



Keith McReynolds, Fire Chief



Kristen Steinke, District Counsel

Approved as to Form:

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

NORTH COUNTY FIRE PROTECTION DISTRICT

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CHRIS SHAW

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

MANAGEMENT SIDE LETTER AGREEMENT

August 22, 2023

PURPOSE:

By this Side Letter of Agreement, the North County Fire Protection District and the designated Management employees hereby agree to amend the terms and conditions of the parties' Management 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 7, Section 20.4.1.1. Accordingly, MOU Article 7, Section 20.4.1.1. shall be amended to include the following sections:

Revision of MOU Article 7, SECTION 20.4.1.1.

- 20.4.1.1.1 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.
- 20.4.1.1.2 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.

MANAGEMENT BARGAINING UNIT



Barry Krumwiede, Representative

NORTH COUNTY FIRE PROTECTION DISTRICT

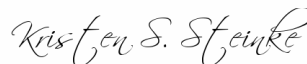


Cindy Acosta, Board President

AUG 22 2023

Board Approval Date

Approved as to Form:



Kristen Steinke, District Counsel



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALE AND RAINBOW

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NORTH COUNTY FIRE PROTECTION DISTRICT

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ROM L. PIKE
CHRIS SHAW

KUM MCREYNOLDS - Fire Chief
KRISTEN S. SIJANKE - General Counsel
MAAIS CANPI \ AR - Executive Assistant/Board Clerk.

SIDE LETTER OF AGREEMENT

TO THE

MEMORANDUM OF UNDERSTANDING BETWEEN
NORTH COUNTY FIRE PROTECTION DISTRICT AND
Management Group Employees
Covering the Period of
OCTOBER 1, 2022, TO SEPTEMBER 30, 2026

The **DISTRICT** and **MANAGEMENT GROUP EMPLOYEES** agree to amend or add ARTICLES, SECTIONS, and Subparagraphs set forth herein as follows:

SECTIONS PROPOSED FOR REMOVAL

ARTICLE 7 ANNUAL LEAVE, SECTION 6:

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

7.6.3. Any **EMPLOYEE** having more than 600 hours of accrued Annual Leave on June 30 of any year shall have 100% of the value of all hours in excess of 600 hours, based on the rate of pay in the current fiscal year, mandatorily contributed by the District to **EMPLOYEES** individual account in the Post-Retirement Medical Benefit Trust (PRMBT).

SECTIONS PROPOSED FOR REPLACEMENT

ARTICLE 7. ANNUAL LEAVE, SECTION 6:

7.6.3. **EMPLOYEES** may not convert any amount of accrued annual leave to cash or other form of compensation except as provided in Sections 7.6.3

7.6.4. In lieu of accruing annual leave to the **EMPLOYEE'S** leave balances, an **EMPLOYEE** may make an irrevocable election to receive in cash the leave hours the **EMPLOYEE** will accrue within a future six-month time period subject to the following:

7.6.4.1 **EMPLOYEES** must submit an Irrevocable Election Form by:

- 1) No later than June 1st, notifying the DISTRICT of the **EMPLOYEE'S** intent to receive in cash any amount of annual leave hours the **EMPLOYEE** will accrue between the following July 1st and December 31st. The **EMPLOYEE** will be paid within the first two weeks after January 1 in the calendar year following the

irrevocable election and submission of the Irrevocable Election Form at his/her base hourly rate existing as of December 31st (i.e., the rate existing on the last day of the six-month election period).

AND/OR

- 2) No later than December 1st, notifying the DISTRICT of the **EMPLOYEE'S** intent to receive in cash any amount of leave hours that the employee will accrue between the following January 1st and June 30th. The **EMPLOYEE** will be paid within the first two weeks after July 1 in the calendar year following the irrevocable election and submission of the Irrevocable Election Form at his/her base hourly rate existing as of June 30th (i.e., the rate existing on the last day of the six-month election period).

EMPLOYEES who do not submit an Irrevocable Election Form according to the timelines described in this Article will be ineligible to receive cash payment in lieu of accruing paid leave.

7.6.4.2 **EMPLOYEES** must have a minimum of 240 hours of accrued annual leave balances at the time they submit an Irrevocable Election Form to the DISTRICT in order to be eligible for cash-in-lieu of accrued annual leave. At the time of payment, if the **EMPLOYEE** did not accrue the number of annual leave hours the **EMPLOYEE** previously elected to receive in cash (e.g., due to a period of absence without pay), the **EMPLOYEE** will receive only that amount accrued during the six-month election period.

AND/OR

7.6.5. Any **EMPLOYEE** by written election received by the **DISTRICT** no later than June 1st, may direct a portion of the value of Annual Leave pursuant to to the **EMPLOYEE'S** qualifying 457 Deferred Compensation account or District-sponsored 401(a) account up to the annual allowable IRS plan limits

ARTICLE 7. ANNUAL LEAVE, Section 6:

7.6.4. Any **EMPLOYEE** by written election received by the **DISTRICT** no later than thirty (30) days prior to separation, may direct a portion of the value of the Annual Leave pursuant to 7.6.4. to the **EMPLOYEE'S** qualifying 457 Deferred Compensation account or District-sponsored 401(a) account up to the annual allowable IRS plan limits.

ARTICLE 7. SICK LEAVE, SECTION 7:

7.7.1 Any **EMPLOYEE** by written election received by the **DISTRICT** no later than June 1st, may direct a portion of the value of Sick Leave pursuant to 7.7.1. to the **EMPLOYEE'S** qualifying 457 Deferred Compensation account or District-sponsored 401(a) account up to the annual allowable IRS plan limits.

ARTICLE 7. SICK LEAVE, SECTION 7:

7.7.3. After five (5) years of service, EMPLOYEES shall have the following options: Upon separation from employment, 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.

7.7.4 Any EMPLOYEE by written election received by the DISTRICT no later than thirty (30) days prior to separation, may direct a portion of the value of remaining sick leave pursuant to 7.7.1. to the EMPLOYEE'S qualifying 457 Deferred Compensation account or District-sponsored 401(a) account up to the annual allowable IRS plan limits.

ARTICLE 7. HEALTH SERVICE CONTRIBUTIONS, SECTION 15

7.15.6.3 In lieu of a contribution on the EMPLOYEE's behalf to the Post-Retirement Medical Benefit Trust any EMPLOYEE may elect to direct the full amount of the incentive pursuant to 22.4.3 to the EMPLOYEE'S qualifying 457 Deferred Compensation account or District-sponsored 401(a) account up to the annual allowable IRS plan limits.

7.15.6.4 EMPLOYEES must notify the DISTRICT in writing during the PERS Health Benefits Program Open Enrollment period of their intent to elect the 457 or 401(a) option. The DISTRICT shall implement the EMPLOYEE'S incentive election effective the first full pay period in January.

For MANAGEMENT GROUP EMPLOYEES

**For NORTH COUNTY FIRE
PROTECTION DISTRICT:**

Negotiators Signature

JOSEPH BRADSHAW 06/19/2024

Barry Krumwiede, Jr

Barry Krumwiede & Joseph Bradshaw



Ross Pike – Board President

5-28-24

Date 06/19/2024

Date _____

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

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CHRIS SHAW

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

MANAGEMENT SIDE LETTER AGREEMENT

December 10, 2024

PURPOSE:

By this Side Letter of Agreement, the North County Fire Protection District and the designated Management Employees hereby agree to amend the terms and conditions of the parties' Management Memorandum of Understanding, covering the period of October 1, 2022, to November 30, 2026 (MOU). The purpose of this side letter is to remove the Finance Manager position from the MOU by making the following revisions to the MOU.:

Revision of MOU Article 3, SECTION 3.1.; Article 4, SECTION 4.2.; Article 5, SECTION 5.3.3.1.4., as follows:

Article 3, Section 3.1.: Management is designated as the Chief Officers (excluding the Fire Chief/CEO and the Finance Manager), the Fire Marshal, ~~the Finance Manager~~, Fleet Maintenance Supervisor and Executive Assistant/Board Clerk.

Article 4, Section 4.2.: Battalion Chiefs are non-exempt **EMPLOYEES**, with respect to the overtime regulations of the Department of Labor (that is, they are paid hourly and receive overtime and FLSA pay). Other Management Personnel (~~Finance Manager~~, Fire Marshal, Division Chief, Deputy Chief, Fleet Maintenance Supervisor, Executive Assistant/Board Clerk) are exempt **EMPLOYEES** with respect to the overtime regulations of the Department of Labor (that is, they are paid a salary, regardless of hours worked).

Article 5, Section 5.3.3.1.4.: ~~Salary comparables for the position of Finance Manager is defined as the average of the top step for the Finance Manager position for the Districts of Alpine, Lakeside, San Miguel and Rancho Santa Fe Fire Protection District.~~

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



PROUDLY SERVING THE COMMUNITIES OF FALLBROOK, BONSALL AND RAINBOW

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MANAGEMENT SIDE LETTER AGREEMENT

DECEMBER 10, 2023

PAGE 2 OF 2

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

MANAGEMENT BARGAINING UNIT

Barry Krumwiede

Barry Krumwiede, Representative

NORTH COUNTY FIRE PROTECTION DISTRICT

Ross J. Pike

Ross Pike, Board President

12.10.24

Board Approval Date

JOSEPH BRADSHAW

Joseph Bradshaw, Representative

Approved as to Form:

Kristen Steinke

Kristen Steinke, District Counsel