

**MEMORANDUM OF UNDERSTANDING**  
**RELATING TO EMPLOYEES IN THE GENERAL AND SUPERVISORY MANAGEMENT**  
**REPRESENTATION UNITS**  
**2021–2027**  
**ORANGE COUNTY FIRE AUTHORITY**  
**AND**  
**ORANGE COUNTY EMPLOYEES ASSOCIATION**  
**FOR THE**  
**GENERAL AND SUPERVISORY MANAGEMENT UNITS**

**This is a consolidated Memorandum of Understanding that sets forth the terms of agreement reached between the Orange County Fire Authority and the Orange County Employees Association, as the Exclusively Recognized Employee Organization for the General Unit and Supervisory Management Unit for the period beginning August 23, 2021 through April 26, 2027. Although the term of this MOU begins on August 23, 2021, the parties agree that any changes made to the MOU (from the 2018-2021 MOU) do not take effect until the date of Board approval (April 27, 2023) and may not be applied retroactively unless otherwise stated herein. All economic provisions go into effect either on the date specifically provided for in this MOU or on the first date of the pay period following Board approval if not specifically addressed.**

## **IMPLEMENTATION**

This Memorandum of Understanding constitutes a mutual recommendation that was officially ratified by majority vote of the members of the Orange County Employees Association (OCEA) on, and approved by the Orange County Fire Authority Board of Directors on April 27, 2023.

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## **DEFINITIONS**

The following terms as used in this Memorandum of Understanding (“MOU”) shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

**ASSOCIATION** shall mean the Orange County Employees Association (OCEA).

**AUTHORITY** shall mean the Orange County Fire Authority (OCFA). The Authority is a joint powers agency that was created to discharge the functions of the Orange County Fire Department and which—effective March 1, 1995—became the successor organization to the Orange County Fire Department.

**BOARD** shall mean Board of Directors of the Authority.

**BOARD OF RETIREMENT** shall mean the Board of Retirement of the Orange County Employees Retirement System (OCERS).

**COMPENSATION EARNABLE** shall mean the employee’s hourly rate and any other compensation the employee receives that is used by the Orange County Employees Retirement System (OCERS) in calculating the employee’s Average Monthly Compensation.

**CONTINUOUS SERVICE** shall mean employment in a regular position that has not been interrupted by resignation, discharge, or retirement. Official Leaves of Absence shall not constitute a break in continuous service. For those employees who transitioned directly from the County of Orange to Authority employment prior to September 1, 1995, continuous service shall include prior continuous service with the County of Orange.

**COUNTY** shall mean the County of Orange and special districts governed by the Board of Supervisors.

**DEPARTMENT** shall mean a Department within the Authority such as Business Services, Operations, Community Risk Reduction, and Support Services.

**DEPARTMENT HEAD** shall mean an executive manager of the Authority who is responsible for a Department within the Authority (for example, Deputy Chief, Assistant Chief or Director).

**ELIGIBLE FORMER EMPLOYEE** means an Employee who meets the coverage and participation requirements set forth in Sections 3.2.1 and 3.2.2 of the Retiree Medical Plan at the time of their termination of employment with the Authority.

**ELIGIBLE RETIREE** means a retiree who is receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS), who meets the coverage and participation requirements set forth in Section 3.1 and 3.2 of the Retiree Medical Plan, and whose coverage has not been terminated under Section 3.3 of the Retiree Medical Plan.

**EMERGENCY** shall mean an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, or a pressing necessity.

**EMPLOYEE** shall mean a person employed by the Authority in a regular, limited-term or probationary status, and covered by terms of this MOU, except where the natural construction of this MOU indicates otherwise.

**EXECUTIVE MANAGEMENT** shall mean Executive Management as defined in the Personnel and Salary Resolution.

**EXTRA HELP EMPLOYEE** shall mean an employee in an extra help position. An extra help employee serves at the pleasure of the Authority in an extra help position.

**EXTRA HELP POSITION** shall mean a position which is intended to be occupied on less than a year-round basis including, but is not limited to, the following: to cover seasonal peak workloads, emergency extra workloads of limited duration, necessary vacation relief, paid sick leave, and other situations involving a fluctuating staff. Ordinarily, a full-time extra help position shall not be authorized for a period exceeding six (6) months. In unusual circumstances, and at the discretion of the Fire Chief and the Assistant Chief/Human Resources Director, a full-time extra help position may be authorized for a period longer than six (6) months, provided such period shall not exceed one (1) year.

**FIRE CHIEF** shall mean the person who is the principal officer or employee of the Authority.

**FISCAL YEAR** shall mean a period from July 1 through June 30.

**FULL-TIME EMPLOYEE** shall mean an employee employed in a regular or limited-term position whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

**GENERAL UNIT** shall mean positions designated under the General Unit as specified in Appendix A.

**HUMAN RESOURCES DIRECTOR** shall mean the Assistant Chief/Human Resources Director or their designee.

**IMMEDIATE FAMILY MEMBER** shall mean spouse, registered domestic partner, parent, parent-in-law, stepparent, sibling, child, stepchild, grandparent, grandchild, step grandchild or dependent child or adult for whom the employee is the legal guardian.

**LIGHT DUTY** shall mean temporary modified (light duty) assignment.

**LIMITED-TERM EMPLOYEE** shall mean an employee employed in a limited-term position, except where a regular position is converted to a limited-term position, in which case, the incumbent shall retain their former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on Official Leave of Absence.

**LIMITED-TERM POSITION** shall mean a position that the Authority has determined has no anticipated long-range funding or has uncertain future funding.

**MEAL-BREAK** shall mean a bona fide meal period. This is a rest period where the employee is relieved from work for the purposes of eating a regular meal.

**OCEA** shall mean the Orange County Employees Association.

**OCFA** shall mean the Orange County Fire Authority.

**PART-TIME EMPLOYEE** shall mean an employee in a regular or limited-term position whose normally assigned work hours do not equal those required of a full-time employee.

**PAY PERIOD** is the regularly recurring two-week period over which employee's time is recorded and paid. The payday for employees in the unit has historically been eight (8) days after the end of the pay period. To ensure that there is enough time to adequately process payroll, effective in the month of March 2024, the payday will be moved. For one transition pay period, the pay period that is regularly scheduled for payment on March 29, 2024, will be moved to April 2, 2024. Effective for all subsequent pay periods, the payday will be moved to fifteen (15) days after the end of each pay period. Employees will still be paid every two weeks, but beginning on April 12, 2024, the payday will be moved to April 19, 2024, and from thereafter, payday will be two weeks later as has always been.

**PERSONAL EMERGENCY** shall mean an unforeseen event or circumstance of a serious nature that is beyond an employee's control and that necessitates the employee's absence from Authority duty, including, but is not limited to, those events and circumstances that require the employee's prompt attention to avoid possible financial loss to, or damage to the health of, either the employee or a member of their household.

**PROBATIONARY EMPLOYEE** shall mean an employee who is serving a probation period in a regular or limited-term position.

**PROMOTION** shall mean the movement of an employee from one (1) class to another class where the maximum step on the new salary range is higher than the maximum step of the old salary range.

**REASSIGNMENT** shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum step on the new salary range is less than one (1) full step higher or lower than the maximum step of the old salary range.

**RECRUITING STEP** shall be the first step of the salary range allocated to a class, unless otherwise authorized by the Board or the Assistant Chief/Human Resources Director.

**REDUCTION** shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class where the maximum step of the new salary range is at least one (1) full step lower than the maximum step of the old salary range.

**REEMPLOYED EMPLOYEE** shall mean an employee who is reemployed by the Authority in accordance with the eligibility requirements identified in the OCFA Selection Rules and Appeals Procedure.

**REGULAR EMPLOYEE** shall mean an employee who is not on probation and is employed in a regular or limited-term position.

**REGULAR POSITION** shall mean a position established on a permanent year-round basis requiring work on a regular schedule, unless otherwise authorized by minute order of the Board.

**SENIORITY** shall mean total continuous full-time equivalent service as a regular employee, unless the context herein indicates otherwise.

**SERVICE** for the purpose of determining benefits under the Retiree Medical Insurance Grant shall mean service for the Authority and shall include service for the County of Orange, if the employee/retiree transitioned directly from County employment to Authority employment no later than September 1, 1995, and has been continuously employed by the Authority until retirement.

**SUPERVISORY MANAGEMENT UNIT** shall mean positions designated under the Supervisory Management Unit as specified in Appendix A.

**UNFORSEEN EMERGENCY** an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted),

**Y-RATE** shall mean the employee's pay rate remains unchanged until the maximum of the employee's new range exceeds the salary the employee was receiving before their position was reclassified downward (i.e., reduced).

## ARTICLE I

### WORK HOURS AND OVERTIME

#### Section 1. Work Hours

- A. The official workweek or work schedule for all OCEA-represented employees shall be as follows:
1. Except as otherwise provided below, the workweek for full-time employees shall be seven (7) consecutive twenty-four (24) hour periods – 168 regularly recurring hours. Work ordered and performed in excess of forty (40) hours in each employee's defined workweek (established pursuant to the Fair Labor Standards Act (FLSA)) shall be overtime. All paid leave counts as hours worked for purposes of calculating overtime.
  2. Except as otherwise provided below, the work schedule for full-time employees in specified departments, divisions, or sections may be established on a pay period basis. Each pay period will be fourteen days and starting on a Friday and ending on the second Thursday thereafter. Such employees who occupy full-time positions shall be scheduled to work eighty (80) hours in each pay period.
  3. Employees may be assigned to one (1) of the following standard work schedules:
    - a. 9/80—that consists of eight (8), 9-hour (nine hour) workdays and one (1) 8-hour (eight-hour) workday in a pay period. Alternatively, the employee may work seven (7), 9-hour (nine-hour) workdays and two (2) eight and one half hour (8.5) workdays in a pay period. The work schedule shall include two consecutive calendar days off in the workweek during which the employee works the eight hour alternating regular day off and three consecutive calendar days off in the workweek during which the employee's alternating regular day off is an off day. For this work schedule, each employee's FLSA work week shall end exactly four hours after the start time of the employee's eight hour shift which will always occur on the employee's alternating regular day off.
    - b. 5/40—that consists of five (5) 8-hour (eight-hour) workdays in a workweek. Each workweek shall contain two (2) consecutive calendar days off work.
    - c. 4/10—that consists of four (4) 10-hour (ten-hour) workdays in a workweek. Each workweek shall contain three consecutive calendar days off work. To be approved to work a 4/10 work schedule requires approval of a member of Executive Management (i.e., Assistant Chief, Deputy Chief, Fire Chief or Director). The decision whether to grant or deny a 4/10 work schedule is not subject to the filing of a grievance

or challenge of any kind and is within the sole discretion of those individuals who have authority to approve such a schedule.

- d. Fire Communications Dispatchers and Fire Communications Supervisors work the following twelve (12) hour shift referred to as the 3/12-4/12 work schedule: four days on followed by three days off followed by three days on followed by four days off. With “O” being on days and “X” being off days, the schedule is as follows:

OOOXXXOOOXXX, and XXXXOOOXXXOOO

- i. Fire Communications Dispatchers and Fire Communications Supervisors work one of the following shifts:
  - a. Day Shift 0700-1900
  - b. Night Shift 1900-0700
  - c. Overlap 1 0900-2100
  - d. Overlap 2 1300-0100

The parties agree that during the term of this MOU, they may mutually agree to modify the overlap shifts by adding another overlap shift, deleting one or both of the overlap shifts or modifying the start times of one or both of the shifts.

Day and night shift start times will not change. Overlap start times may be adjusted based on needs of the operation as provided in Article I, Section 1.A.4.

The determination of which employees will work which of the above shifts will be made as follows: Starting in the second week of October of each year, employees shall submit shift preferences (A or B shift and days, nights or overlap shifts up to eight (8) preferences) to the Emergency Command Center Manager for shifts which will start in the pay period which includes January 1 of the following calendar year. Shift assignments will be made by the Manager based on a combination of seniority and operational needs.

Effective in the pay period which includes July 1 of each calendar year, employees (some or all) will be rotated between the night, day or overlap shifts of the shift on which they are currently working.

Shift assignments for the entire upcoming calendar year will be published in the Emergency Command Center in the first week of November.

- ii. The FLSA workweek for these employees will begin exactly six (6) hours after the start time of the employee’s fourth 12 hour shift in the workweek so that employees are scheduled to work forty-two

(42) hours per FLSA workweek. Employees shall receive overtime for these two (2) regularly scheduled hours above 40 per workweek.

- iii. Employees will receive a paid meal break of one (1) hour during their twelve (12) hour shift. As addressed on Section 2B below, employees who work a shift between six (6) hours and eleven and three quarters' (11.75) hours shall receive an unpaid meal break which they have the option to take or decline. During an employee's meal break, employees may, with their supervisor's approval, leave the premises of the Emergency Communications Center (ECC), as long as they can return to work within fifteen (15) minutes. Employees can be called back to work at the discretion of their supervisor to address any operational necessity and therefore, if they leave the ECC during a meal break (or combination of rest period and meal break as addressed in Section 2 below), they must be reachable by cell phone. An employee whose unpaid meal is interrupted by a supervisor (by being called or requested to return to the ECC) shall be paid for their meal break.
  - a. Employees will receive a paid overtime meal for forced overtime. If the OCFA does not provide a meal, employees will be reimbursed up to twenty dollars (\$20) for a meal. Forced overtime is defined as 1) if an employee is forced to come in early or held over on their regular shift and the total combined hours worked is at least fourteen (14) hours or 2) an employee is called in to work on his or her off day without prior notice so there was no planning to bring a meal.
- iv. These employees shall not work more than sixteen (16) consecutive hours unless a staffing emergency situation exists as determined by the Emergency Command Center Manager and approved by the ECC Division Chief, Assistant Fire Chief or designee. In addition, these employees must have at least eight (8) unpaid hours off between shifts. As such, if an employee works more than sixteen (16) consecutive hours and has another shift which begins less than eight (8) hours prior to the end of their work, the employee will start their next shift, at least eight (8) hours later. For example, if an employee's regular start time is 7:00 a.m. and because he worked until midnight the night before, his start time is moved to 8:00 a.m. the next day (to ensure eight (8) hours between his shift), his shift for that day will run from 8:00 a.m. to 8:00 p.m. so that the employee still works a twelve hour shift.
- v. Administrative Shift Change: Fire Communications Dispatchers and Fire Communications Supervisors should not lose hours as a result of an administrative shift change (i.e., one imposed by management, not a shift change caused by a bidding process that

could potentially impact a larger number of employees on a biannual or annual basis). In order to avoid any such potential loss of hours and pay, the OCFA will provide the affected Fire Communications Dispatchers and Fire Communications Supervisors with work hours to supplement any pay period that might otherwise fall short during a management-imposed shift transition.

4. The Authority reserves the right to implement other alternate work schedules in emergencies or to authorize alternate work schedules, if the needs of the operation would be better served. The Authority shall discuss with the OCEA any proposed changes in work hours or existing work schedules before such changes are put into effect. Whenever practicable, the Authority shall provide written notification of such proposed changes to the OCEA at least fourteen (14) calendar days before such changes are put into effect.
  - a. An employee or group of employees is not precluded from requesting a modified work schedule. The Authority retains discretion about whether to grant such a request.
  - b. An employee assigned to an out-of-County assignment on an order and request number shall be paid for all hours on such assignment.

**Section 2. Rest Periods, Cleanup Time, and Meal Breaks**

- A. Employees shall be allowed rest periods of at least fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods shall be scheduled in accordance with the requirements of the Authority, but in no case shall rest periods be scheduled within one (1) hour of the beginning or the ending of a workday or meal break. The Authority may designate the location(s) at which rest periods may be taken. Rest periods shall be considered hours worked and employees may be required to perform duties, if necessary.
  1. For Fire Communications Dispatchers and Fire Communications Supervisors, one or more rest periods within a particular day may be combined together, and/or may be combined with the meal break. These employees shall communicate with their supervisors to determine the meal break and rest periods, but shall have flexibility on each day regarding the combination of a rest period(s) with the meal break.
- B. Fire Communications Dispatchers and Fire Communications Supervisors will receive meal breaks and rest periods in accordance with the following ranges based on their scheduled hours:
  - 0 – 3.75 hours: No paid meal break or rest period
  - 4 – 5.75 hours: One (1) fifteen (15) minute paid rest period
  - 6 – 7.75 hours: One (1) fifteen (15) minute paid rest period and a thirty (30) minute unpaid meal break (forty-five (45) minutes total if combined)

- 8 – 11.75 hours: Two (2) fifteen (15) minute paid rest periods and a thirty (30) minute unpaid meal break (one (1) hour total if everything is combined)
- 12 – 13.75 hours: Two (2) fifteen (15) minute paid rest periods and a one (1) hour paid meal break (one (1) hour and thirty (30) minutes total if everything is combined)
- 14 – 15.75 hours: Two (2) fifteen (15) minute paid rest periods, and a one (1) hour paid meal break prior to the end of the first twelve hours worked (one (1) hour and thirty (30) minutes total if everything is combined), and one additional fifteen (15) minute paid rest period after the initial twelve (12) hours worked which may not be combined with rest periods and meal breaks assigned during the first 12 hours.
- 16 - hours: Two (2) fifteen (15) minute paid rest periods, and a one (1) hour paid meal break prior to the end of the first twelve hours worked (one (1) hour and thirty (30) minutes total if everything is combined), and an additional thirty (30) minute paid meal break during the hours worked between twelve (12) and sixteen (16) hours which may not be combined with rest periods and meal breaks assigned during the first 12 hours.

- 1. The length of a shift is inclusive of meal and rest breaks. Employees who work shifts between six (6) hours and eleven and three quarters (11.75) hours that qualify for unpaid meal breaks have the option to decline the unpaid meal break and be paid for the entire length of the shift. Employees who take their unpaid meal break will be paid for the length of the shift minus the thirty (30) minute unpaid meal break. For example, an employee who works an eight (8) hour shift from 0700 – 1500 who takes the unpaid meal break, will be paid for seven and one half (7.5) hours for that shift.

- C. Each employee shall, when necessary, be permitted up to fifteen (15) minutes of paid Authority time at the end of each workday to perform such activities as cleaning up a work area, putting away tools, personal hygiene, and changing clothes.
- D. During emergencies that require unusual amounts of overtime, employees who are required to work such excessive overtime shall be provided appropriate meals. Such meals shall either be provided by Authority contract, such as that provided on a fireline, or the employee shall be authorized a meal ticket. The determination as to how such meals are provided and the amount authorized shall be at the discretion of the Authority.

**Section 3. Overtime**

- A. Notification of Employees

If in the judgment of the Authority, overtime work is required, the Authority shall notify any employee who may be asked or required to perform such overtime of the apparent need for such overtime whenever practicable prior to when the overtime is expected to begin.

B. Distribution of Overtime

1. The Authority shall make a reasonable effort to make overtime opportunities available on an equal basis to employees capable of performing the work.
2. If the Authority determines that overtime is necessary beyond an assigned workday, the assigned employee(s) may continue with that work as an extension of the assigned workday.
3. If the Authority determines the need for overtime as a result of a temporary operational emergency, the distribution of overtime shall be imposed on all accessible employees on regularly scheduled days off before being imposed on employees with scheduled compensatory or vacation time off.
4. Part-time Fire Communications Dispatchers shall be eligible for rotation of overtime hours in the same manner as full-time Fire Communications Dispatchers. Part-time Fire Communications Dispatchers can also be "forced" for overtime in the same manner as full-time Fire Communications Dispatchers.

C. Payment for Overtime

1. Overtime shall be compensated at one and one half (1.5) times the employee's regular rate of pay. Hours worked for the purposes of computing overtime shall include all paid leave time. For employees regularly working a twelve (12) hour workday schedule, holiday pay is not counted as hours worked for the purposes of computing overtime as specified in Article VI, Section 2.
2. Except as provided in paragraph 3 below, overtime for all employees may be compensated in the form of compensatory time or pay at the option of the Authority. Consideration shall be given to effectuating the wishes of employees. Employees whose compensatory time balances reach one hundred twenty (120) hours shall be paid for all overtime work performed until their compensatory time off banks go below the 120 hour maximum.
  - a. Once an employee has 120 hours of accumulated compensatory time, they cannot accumulate any additional compensatory time until their bank is below 120 hours. Employees will be cashed out of any accumulated compensatory time at their current regular rate of pay when they leave employment with the Authority or are promoted into a bargaining unit that does not have compensatory time off for employees in the unit (e.g., a promotion to the Orange County Fire Authority Management Association).
  - b. An employee wishing to use their accumulated compensatory time must provide reasonable notice to their supervisor. If reasonable notice is provided, the request will only be denied if the request is

unduly disruptive to the operations of the employee's department. Unduly disruptive also means that it would require an employee to be force hired for more than six (6) workdays in a row. For purposes of this MOU, reasonable notice is defined as at least two calendar weeks. If an employee wishes to use compensatory time without providing reasonable notice, the decision to grant or deny that request will be at the discretion of the employee's supervisor.

3. For Fire Communications Dispatchers and Fire Communications Supervisors regularly assigned to a twelve (12) hour workday schedule, they are permitted to accrue up to an additional forty (40) hours of compensatory time off (for a total of 160 hours between paragraphs 2 and this paragraph 3) in lieu of the straight time portion of any overtime hours. When these employees work overtime hours, they may choose to bank the straight time portion of the hours as compensatory time off (up to the 40 hour maximum) with the other half time portion being paid to the employee as wages.
4. On or before the beginning of the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out accrued compensatory time off which will be earned in the following calendar year. The employee can elect to receive cash for their accrued compensatory time off in pay periods 13 and 26, and in a cumulative amount not to exceed the number of hours the employee irrevocably elected to cash out in the prior year. However, if the employee's compensatory time off leave balance in pay periods 13 and 26 is less than (the balance of) the total amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued year to date at the time of the cash out.
5. No scheduled compensatory time off shall be canceled by the Authority, except in cases of emergency.
6. In no case may an employee's work schedule be changed during the workweek when the only purpose of such change is to avoid overtime compensation.
7. Hours an employee works on overtime do not count toward the hours necessary to earn fringe benefits, to serve out probation or qualify for merit increase eligibility periods. Compensatory time off may be used as part of the established workweek to earn fringe benefits and to serve out probationary and merit increase eligibility periods.
8. An employee separating from the Authority service shall be paid for accumulated compensatory time in a lump sum payment.

**Section 4. On-Call Pay and Call-Back Pay**

- A. On-Call Pay

1. When an employee is assigned on-call duty by the department, the employee shall be informed in writing, in advance whenever practicable, of the dates and inclusive hours of such assignment; the employee shall be compensated at one-fourth (1/4) of their base hourly rate for such assignment. Being on-call does not constitute hours worked.
2. On-call duty requires the employee so assigned to (1) be reachable by telephone or other communications device, (2) be able to report to work in a reasonable time (which must be no more than two (2) hours), and (3) refrain from activities that might impair their ability to perform assigned duties.
3. Extra help employees shall not be eligible for on-call duty unless expressly directed in writing.

B. Call-Back Pay

1. When an employee returns to work because of an Authority request made after the employee has completed their normal workday and left the worksite, the employee shall be paid for four (4) hours if they work any amount of time up to four (4) hours plus any hours of work in excess of four (4) hours in which the employee continuously engages in work for which they were called back.
2. An employee shall be credited with no more than one (1) minimum four (4) hour guarantee for work performed during any consecutive four (4) hour period.
3. Call-back hours in excess of four (4) hours that do not overlap the employee's regular workday shall be treated as overtime hours and compensated at one and one half (1.5) times the employee's base hourly rate.
  - a. Should an employee be called back to work that is less than four (4) hours prior to the start of their regular workday, the employee shall only be paid for the hours from the point of call-back to the start of their regular workday.
4. An employee credited with four (4) hours of call-back pay pursuant to this Section may be assigned other work until the guaranteed time has elapsed.
5. Call-back shall be paid at one and one half (1.5) times the employee's base hourly rate.
6. There shall not be any duplication or pyramiding of rates (i.e., an employee cannot be paid both callback, on-call overtime and regular shift hours for the same hours) paid under this Section.

7. Call-back pay shall apply only when an employee is required to physically leave home or another off-duty location to return to work in order to perform required duties.

**Section 5. Deployment of Heli Tender**

- A. Whenever it becomes necessary for an Authority Heli Tender to be deployed for service outside of Orange County and when a Fire Apparatus Engineer from Local 3631 is not available to staff the Heli Tender, the following shall occur:
  1. The Authority will have the ability to offer that work to employees in OCEA who have secondary responsibility to staff the Heli Tender (up to twelve (12)) employees in classifications in fleet services who are qualified to drive the Heli Tender. Qualified employees in the classifications of Senior Fire Helicopter Technician and Fire Helicopter Technician will have priority to be part of the twelve (12) employees who have the ability to be offered the work.
  2. The Authority agrees that up to twelve (12) employees as specified in paragraph a above will be provided with time during work hours for necessary training to remain eligible to perform this work. This training may include attendance at training while the Fire Apparatus Engineers are being trained on the Heli Tender.
  3. The Parties agree that the maximum length that an employee may be deployed to an out of County emergency as the operator of Heli Tender is 168 hours (exactly one week). If it is necessary to have the Heli Tender onsite for more than 168 hours, the employee onsite must be replaced by another employee.

## ARTICLE II

### PAY PRACTICES

#### **Section 1. Compensation for Employees**

Employees shall receive compensation at the hourly rate for the range and step assigned to the class in which they are employed.

#### **Section 2. Pay for New Employees**

- A. The Assistant Chief/Human Resources Director may authorize the appointment of employees at any of the first seven (7) steps of the salary range. Such appointment may be made only when, at the discretion of the Assistant Chief/Human Resources Director, there is a direct and measurable benefit to the Authority for such appointment.
- B. The Fire Chief may authorize the appointment of employees at a step higher than Step 7 of the range. Such appointment may be made only when, at the discretion of the Fire Chief, there is a direct and measurable benefit to the Authority for such appointment.

#### **Section 3. Merit Increase Within Range**

- A. Salary increases within a range shall not be automatic. They shall be based upon merit and granted only upon the affirmative recommendation of the employee's supervisor with the approval of the next level supervisor.
- B. A new or reemployed employee in a full-time position shall have an initial merit increase eligibility date that shall be the first day of the pay period following the completion of the first twenty-six (26) weeks of service within that class. The initial merit increase eligibility date shall be extended for the same number of calendar days as an Official Leave of Absence, Military Leave of Absence exceeding fifteen (15) calendar days, light duty assignment, or period of suspension. The extended merit increase eligibility date shall be effective the first day of the pay period after said date. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of fifty-two (52) week intervals subject to the same postponements for Official Leaves of Absence, Military Leaves of Absence exceeding fifteen (15) calendar days, light duty assignments, or periods of suspension.
- C. A new or reemployed employee in a part-time position shall have an initial merit increase eligibility date that shall be the first day of the pay period following the completion of one thousand forty (1,040) paid hours, exclusive of overtime. Subsequent merit increase eligibility dates shall be the first day of the pay period following the completion of two thousand eighty (2,080) paid hours, exclusive of overtime.
- D. The following shall apply when an employee is transitioning from part-time to full-time or full-time to part-time status:

1. When an employee transitions from a part-time position to a full-time position and has received an initial merit increase, such employee's next merit increase eligibility date shall be the first day of the pay period following the completion of two thousand eighty (2,080) paid hours, exclusive of overtime. Paid hours include both part-time and full-time service. Subsequent merit increases shall be governed by Section 3.B. of this Article.
  2. When an employee transitions from a full-time position to a part-time position and has received an initial merit increase, such employee's next merit increase eligibility date shall be the first day of the pay period following the completion of two thousand eighty (2,080) paid hours, exclusive of overtime. Paid hours include both part-time and full-time service. Subsequent merit increases shall be governed by Section 3.C. of this Article.
  3. When an employee transitions from a part-time position to a full-time position and has not received an initial merit increase, such employee's merit increase eligibility date shall be the first day of the pay period following the completion of one thousand forty (1,040) paid hours, exclusive of overtime. Paid hours include both part-time and full-time service. Subsequent merit increases shall be governed by Section 3.B. of this Article.
  4. When an employee transitions from a full-time position to a part-time position and has not received an initial merit increase, such employee's merit increase eligibility date shall be the first day of the pay period following the completion of one thousand forty (1,040) paid hours, exclusive of overtime. Paid hours include both part-time and full-time service. Subsequent merit increases shall be governed by Section 3.C. of this Article.
  5. Subsequent merit increases shall be governed by Section 3.C. of this Article.
- E. Merit increases may be granted for one (1), two (2), three (3), or four (4) steps within the salary range based upon the employee's performance. Standard performance shall earn a two (2) step increase.
- F. An employee in the Fire Prevention Trainee classification shall not be eligible for a merit increase.
- G. If, in the Authority's judgment, the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferral of decision accompanied by an intensive effort at improved performance might be productive, the Authority shall complete the structured merit rating and defer a decision regarding the merit increase any number of pay periods, but not to exceed thirteen (13) pay periods. A deferral of less than thirteen (13) pay periods may be further extended not to exceed thirteen (13) pay periods from

the original merit increase eligibility date. The employee may be reevaluated at any time, but in any event shall be reevaluated on the structured merit rating prior to the end of the thirteenth pay period. The employee's merit increase eligibility date shall not be changed by such deferral.

- H. Should an employee's merit increase eligibility date be overlooked through an error and—upon discovery of the error—the employee is granted a merit increase, the employee shall be compensated for the additional salary the employee would have received dating from the employee's merit increase eligibility date.
- I. Extra help employees shall not be eligible for merit increases.

**Section 4. Salary on Promotion**

- A. Except as modified by Section 4.B. of this Article, an employee promoted to a position in a class with a higher salary range shall receive the recruiting salary for the higher class or such higher amount as would be the closest to a five and one-half percent (5.5%) increase on the range over the salary received prior to the promotion—not to exceed the top step of the range.
  - 1. A new merit increase eligibility date for an employee in a full-time position shall be established that shall be the first day of the pay period following completion of the first twenty-six (26) weeks of service in the new class. Subsequent merit increases shall be governed by Section 3.B. of this Article.
  - 2. A new merit increase eligibility date for an employee in a part-time (regular or limited-term) position shall be effective on the first day of the pay period following the completion of one thousand forty (1040) paid hours in the new class, exclusive of overtime. Subsequent merit increases shall be governed by Section 3.C. of this Article.
- B. Any employee who is promoted to a class from which they were previously reduced without a salary decrease shall be placed at a salary step no higher than the step that the employee would have achieved if the employee had remained in the class to which they are promoted and had demonstrated at least standard performance. The employee's merit increase eligibility date shall be reestablished in order to credit the employee with any time formerly served in the higher class.

**Section 5. Salary on Reassignment**

- A. When an employee is reassigned to a class with the same recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status that would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

- B. When an employee is reassigned to a class with a higher recruiting step, such employee's salary shall be advanced the number of steps difference between recruiting steps and the employee shall retain their former merit increase eligibility date, except as provided in Section 5.E. of this Article. Such employee shall have the same probation status that would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- C. When an employee is reassigned to a class with a lower recruiting step, such employee's salary and merit increase eligibility date shall not change. Such employee shall have the same probation status that would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- D. When a probationary employee is reassigned to a class with a lower recruiting step, such employee shall have the same salary, step status, probation status, and merit increase eligibility date as would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- E. When an employee is involved in a series of reassignments among classes with the same salary range but different recruiting steps, or a series of reassignments among classes on different salary ranges, their salary and merit increase eligibility date shall be determined by the Assistant Chief/Human Resources Director.

**Section 6. Salary on Reduction**

- A.
  - 1. When a probationary employee is reduced to a class not previously occupied by the employee, the employee shall receive the recruiting step for the lower class and shall receive a new merit increase eligibility date as provided in Section 3 of this Article, or the employee's salary and merit increase eligibility date may be determined by the Assistant Chief/Human Resources Director.
  - 2. When a promotional probationary employee, an employee who has been on a temporary promotion, or a regular employee who was promoted to a limited-term position at the direction of the Fire Chief is reduced to a class the employee occupied in good standing, the employee shall have the step status and merit increase eligibility date they would have achieved if the employee had remained in the lower class throughout the period of their service in the higher class.
- B. When an employee is reduced to a position in a lower class by demotion for reasons of unsatisfactory performance, the employee's salary shall be reduced to a step on the salary range that would be the closest amount to a two (2) step reduction, or the employee shall receive the maximum step of the salary range of the new class, whichever is lower.

1. The merit increase eligibility date for an employee in a full-time (regular or limited-term) position shall be the first day of the pay period following completion of fifty-two (52) weeks of service in the new class. If the employee is thereby placed at the recruiting step of the new salary range, the employee's merit increase eligibility date shall be the first day of the pay period following the completion of twenty-six (26) weeks of service in the new class.
  2. A new merit increase eligibility date for an employee in a part-time (regular or limited-term) position shall be effective on the first day of the pay period following the completion of two thousand eighty (2080) paid hours in the new class, exclusive of overtime, unless the employee thereby is placed at the recruiting step of the new salary range, in which case, the employee's new merit increase eligibility date shall be the first day of the pay period following the completion of one thousand forty (1040) hours in the new class, exclusive of overtime.
- C. When an employee who received a standard or above performance evaluation is reduced to a position in a lower class due to a reasonable accommodation of a disability or reasons other than unsatisfactory performance, the employee shall receive the highest salary in the new range that does not exceed the employee's rate of pay immediately prior to reduction and shall retain their merit increase eligibility date.
- D. When an employee is reduced as the result of a position reclassification, the applicable salary shall be determined as follows:
1. If the salary of the employee is the same or less than the maximum of the new class, the salary and merit increase eligibility date of the employee shall not change.
  2. If the salary of the employee is greater than the maximum of the new class, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee.
  3. When an employee on Y-Rate accepts a voluntary reduction, their salary shall be reduced by the amount of the difference between the maximum salary of the class from which the employee is being reduced and the maximum salary of the new class.

**Section 7. Salary on Reclassification**

- A. The salary of an employee whose position is reclassified shall be determined as follows:
1. If the position is reclassified to a class with the same salary range, the employee's salary, merit increase eligibility date, and probationary status shall remain the same as in the former class.

2. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Section 4.A. of this Article.
3. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Section 6.D.2. of this Article.

**Section 8. Salary on Reemployment**

- A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Assistant Chief/Human Resources Director, be appointed at a step higher than the recruiting step—but no higher than the step the person received at the time of separation—unless appointment is at an advanced step or rate pursuant to Section 2.B. of this Article.
- B. A former employee on paid Authority retirement may be reemployed for the maximum allowable time pursuant to Government Code provisions in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any step on the salary range.

**Section 9. Changes in Salary Allocation**

- A. If a class is reassigned to a different salary range, each employee in the class shall be compensated at the same step in the new salary range as the employee was receiving in the salary range to which the class was previously assigned. However, if a class is reassigned to a lower salary range, the salary of each employee should be determined in accordance with Section 6.D. of this Article.
- B. Changes in salary resulting from a classification study shall be subject to the provisions of Article XXII.

**Section 10. Additional Compensation**

- A. Notwithstanding anything in this MOU to the contrary, when in the judgment of the Authority it becomes necessary or desirable to utilize the services of Authority employees in capacities other than those for which they are regularly employed, the Authority may authorize and, if appropriate, fix an additional rate of compensation for such employees.
- B. The Fire Chief may, in those instances where they determine that it is in the best interest of the Authority, approve additional individual salary increases, provided that the amount, when added to any other increase, shall not exceed fifteen percent (15%); however, no such increase shall cause an employee's salary to exceed the maximum of the applicable salary range.

## **ARTICLE III**

### **EMPLOYEE PROVISIONS**

#### **Section 1. Employee Rights**

The Authority shall not take any adverse action against an employee for exercising any rights or benefits provided in this MOU.

#### **Section 2. Time Off for Selection Procedures**

- A. With the approval of the Fire Chief, an employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations, and interviews required by the Assistant Chief/Human Resources Director during working hours for the purpose of determining eligibility for movement to another class in the Authority service.

#### **Section 3. Probation**

- A. New Probation

1. Full-Time Employee

- a. A new or reemployed employee—who has been out of Authority service for more than two (2) years—employed in a regular or limited-term position shall be placed on a new probation for fifty-two (52) weeks from the date of appointment. For example, if an employee was hired on Friday, September 10, their probationary period ends on Thursday, September 9 at 11:59 p.m.

2. Part-Time Employee

- a. A new or reemployed employee—who has been out of Authority service for more than two (2) years—employed in a part-time (regular or limited-term) position shall be placed on new probation for two thousand eighty (2,080) paid hours, exclusive of overtime.

3. Fire Prevention Trainee

- a. An employee in the Fire Prevention Trainee classification shall be considered to be in a training capacity for no more than one (1) year. During this period of time, the employee shall not be eligible for a merit increase and shall not receive permanent status in the position. Upon successful completion of training in this classification, the employee shall be promoted to a Fire Prevention Specialist. The date of promotion will be effective on the first day of the pay period following successful completion of training. At that time, the employee shall serve a new promotional probation period. A Fire Prevention Trainee may be released at the sole discretion of the Authority at any time without right of appeal or hearing.

B. Promotional Probation

1. Any regular or limited-term employee who is promoted, excluding a temporary promotion, shall be placed on promotional probation, except as provided in Section 3.B.2. of this Article.
  - a. A full-time employee shall be placed on promotional probation for fifty-two (52) weeks from the date of promotion, ending with the first day of the pay period following completion of said period. For example, if an employee was promoted on Friday, September 10, their probationary period ends at 11:59 p.m. on Thursday, September 9.
  - b. A part-time employee shall be placed on promotional probation for two thousand eighty (2,080) hours, exclusive of overtime.
2. When a regular or regular limited-term employee is promoted as a result of the employee's position being reclassified to a higher class and the class from which the employee is promoted is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.
3. When a regular employee who has been promoted to a limited-term position at the direction of the Fire Chief is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.

C. Failure of Probation

1. New Probation

- a. An employee on new probation may be released from service at any time without right of appeal or hearing, except where an employee alleges their release was the result of discrimination by the Authority because of a protected status as defined by the existing Fair Employment and Housing Act or other applicable law. In the case of such allegations, the employee may submit an appeal at Step 2 of the disciplinary procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of new probation. The only issue which will be considered on the appeal is whether rejection was motivated by discrimination. The appeal process cannot result in the employee being passed off probation as that decision can only be affirmatively made by the Authority.

2. Promotional Probation

- a. An employee on promotional probation may be failed at the sole discretion of the Authority at any time without right of appeal or hearing, except where an employee alleges their failure of promotional probation was the result of discrimination as described in Section 3.C.1.a. of this Article. In the case of such allegations, the employee may submit an appeal at Step 2 of the disciplinary and pre-disciplinary procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of promotional probation. Such employee shall receive a

performance evaluation identifying the reason for failure of promotional probation.

- b. Except for employees promoted from Fire Prevention Trainee, when an employee fails their promotional probation, or requests a reversion to their previous classification, the employee shall have the right to return to their former class, provided the employee had passed probation in the previous class and was not in such class for the purpose of training for a promotion to a higher class. A regular employee who accepts promotion to a limited-term position other than at the direction of the Fire Chief shall not have the right to return to their former class.
- c. If the employee's former class has been deleted or abolished, the employee shall have the right to return to a vacant class in their former occupational series closest to, but no higher than, the salary range of the class that the employee occupied immediately prior to promotion. The employee shall serve a probationary period if not served previously in that classification.

#### D. General Provisions

1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited-term positions, except as provided in Article IV, Section 2.C., part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements.
2. When the Fire Chief or their representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. An employee who is permitted by the Authority to work beyond the end of a probation period shall be deemed to have passed such probation period.

#### E. Extension of Probation Periods

1. Any time away from work (except for use of paid leave), including the granting of an Official or a Military Leave, in excess of fifteen (15) cumulative calendar days, the imposition of a suspension, or the granting of a light duty assignment to an employee shall cause the employee's probation period to be extended by the length of the Official Leave, suspension, or light duty assignment, or by the length of the Military Leave in excess of fifteen (15) cumulative calendar days (including time on light duty). The extended probation period resulting from the Official or Military Leave of Absence, suspension, or light duty assignment shall end at 11:59 p.m. on the last day of the pay period of said extended date.
2. The Assistant Chief/Human Resources Director shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure that is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the Authority receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of

this Section, and such an employee has served a probationary period that is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Directors. The process set forth in this paragraph is described in the Authority Merit System Selection Rules and Appeals Procedure.

3. Upon the recommendation of the Deputy Chief, Assistant Chief/Department Head or ECC Division Chief or their designee or at the request of the employee with the concurrence of the Assistant Chief/Department Head or their designee, the probation period of an employee may be extended at the discretion of the Assistant Chief/Human Resources Director for a period not to exceed ninety (90) calendar days, provided such action is approved by the Assistant Chief/Human Resources Director before the normal probation period is completed. In such cases, the Authority shall advise the employee and OCEA in writing regarding the extension of probation as soon as practicable. Denial of a request to extend a probation period shall not be subject to appeal or hearing.

#### **Section 4. Performance Evaluation**

- A. The Authority shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term (full-time and part-time) employees at least once each year, and, in addition, for employees on probationary status, at least once near the middle of the probation period.
- B. The Authority shall discuss with the employee the specific ratings—prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee. Any written response by the employee to the performance evaluation shall be attached to such evaluation in the official personnel file.

#### **Section 5. Transfer Policy for OCEA Officers and Grievance Representatives**

Management shall not, wherever practicable, assign an OCEA officer or grievance representative to a different location if:

1. The employee's performance is standard or better; and
2. The OCEA objects to such assignment (OCEA shall not object to such assignment change, except for good cause); and
3. There is another employee in the same classification in the Authority who meets the specific qualifications for the assignment.

**Section 6. Work Hours Exchange Policy**

- A. For Fire Communications Dispatchers, Fire Communications Supervisors, and Senior Fire Communications Supervisors, time exchanges (i.e., shift trades) may be voluntarily undertaken between two (2) employees upon written approval of the employees' immediate supervisors or the ECC Manager) prior to such exchange of time. A time exchange shall not require the Authority to owe any additional overtime or wages for the employees exchanging shifts as the employee whose shift is worked is credited with the hours worked even though the other employee worked the shift.
- B. Responsibility for arrangement for the repayment of such time rests with the employees involved. The Authority shall have no responsibility to pay for shift exchanges not repaid.
- C. No obligation shall be placed upon the Authority for repayment of time **voluntarily traded or repaid between employees.**

**Section 7. Training**

- A. Upon approval of the Fire Chief, section manager, Department Head or their designee, employees may participate in various Authority-sponsored training programs. The Authority and OCEA shall inform employees of these training programs.
- B. OCEA may request specific training or development opportunities for various employees in OCEA represented Units. The Authority agrees to discuss such requests with OCEA and to determine if it is job-related and appropriate.
- C. Upon approval of their supervisor, employees shall be allowed to attend job-related professional development training at their own expense and on Authority time.

**Section 8. Contents of Personnel File**

- A. Adverse statements prepared by the Authority shall not be included in an employee's official personnel file, unless a copy is provided to the employee.
- B. An employee shall have the right to inspect and review the contents of their official personnel file at reasonable intervals.
- C. In addition, an employee shall have the right to inspect and review the contents of their official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting their suspension or discharge from Authority service.
- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of Sections 8.B. and 8.C. of this Article.

- E. An employee shall have the right to respond in writing or personal interview to any information contained in their official personnel file, such reply to become a permanent part of such employee's official personnel file.
  
- F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Assistant Chief/Human Resources Director and the employee concerned or by an order of an arbitrator, court, or impartial hearing officer, unless the particular item is otherwise required by law to be kept.

## **ARTICLE IV**

### **EMPLOYMENT PROVISIONS**

#### **Section 1. Temporary Promotion**

- A. A regular, probationary, or limited-term employee who is assigned on a temporary basis to a higher level vacant (regular or limited-term) position shall be promoted on a temporary basis to that class when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his/her former class. At any time before the temporary promotion is made, such employee may request to be reassigned to his/her former class. In such a case, the employee shall be reassigned within five (5) working days.
- B. The Authority may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary, or limited-term employee in a higher level vacant (regular or limited-term) position for a period that is expected to be at least one hundred twenty (120) regularly scheduled hours, but not to exceed one (1) year.
- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the step status and merit increase eligibility date he/she would have achieved if the employee had remained in the lower class throughout the period of his/her service in the higher class.
- D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his/her former class. A temporary promotion shall not exceed a period of one (1) year.

#### **Section 2. Status of Limited-Term Employees**

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except those contained in Article X, LAYOFF PROCEDURE, that are provided for employees in regular positions.
- B. A regular employee who transfers, promotes, or reduces to a limited-term position on a voluntary basis and not at the direction of the Fire Chief shall become a limited-term regular employee.
- C. Limited-term employees hired under programs that involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of vacation and sick leave accrual, retirement, and layoff. The requirement that such employees serve a new probation period may be waived with the approval of the Assistant

Chief/Human Resources Director. Limited-term employees not hired under programs that involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of vacation and sick leave accrual, retirement, layoff, and new employee probation.

- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll, except as provided in Section 2.E. of this Article.
- E. Regular employees who transfer, promote, or reduce to limited-term positions at the direction of the Fire Chief shall retain their former status and retain their layoff benefits in their former layoff unit. The Fire Chief shall make such an order in writing prior to the date of transfer, promotion or reduction.

**Section 3. Reemployment of Regular Employee**

A regular employee who leaves Authority employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on leave for such period of time.

**Section 4. Non-Discrimination Clause**

- A. The Authority and the Association agree that the provisions of this MOU shall be applied to employees without discrimination based on any protected classification addressed by state and federal law for participating in or refusal to participate in protected, concerted Association activities.
- B. OCEA shall not discriminate in membership or representation based on any protected classification.

**ARTICLE V**

**LEAVE PROVISIONS**

**Section 1. Sick Leave**

A. Accumulation of Sick Leave

Shall be in accordance with the following schedule:

YEARS OF COMPLETED CONTINUOUS SERVICE	HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE	ANNUAL ACCRUAL
From date of employment but less than 3 years	1 through 6,240.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid	Approximately 72 hours per year
After 3 years	6,240.01 or more regularly scheduled hours	0.0462 hours for each regularly scheduled work hour paid	Approximately 96 hours per year

B. Sick Leave Earned

Shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates Authority service. Extra help employees shall not earn sick leave.

C. Permitted Uses of Sick Leave

1. Sick leave may be applied to:

- a. An absence necessitated by an employee's personal illness, injury, or disability due to pregnancy or childbirth.
- b. Medical and dental office appointments when absence during working hours for this purpose is authorized by the employee's supervisor.
- c. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the Authority that the presence of the employee on duty would endanger the health of others.
- d. An employee may use up to one half (0.5) of their annual accrued sick leave for the illness/injury of an immediate family member each calendar year. In addition, an employee may use an additional three (3) workdays of sick leave for an immediate family member for each occurrence of family member illness/injury.

2. Illness while on paid vacation shall be charged to sick leave rather than vacation only under the following conditions:
  - a. The employee must notify their supervisor within four (4) calendar days of the beginning of the illness or prior to the end of their vacation, whichever is sooner, to request that their illness on vacation be charged to sick leave.
  - b. The Authority shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - c. Upon the employee's return to work, the employee must furnish the Authority with a certificate signed by a licensed physician, a registered nurse, or recognized health care provider stating the period of sickness.
3. Absence from duty because of personal emergencies is limited to a maximum of eighteen (18) working hours during the fiscal year. However, for Fire Communications Dispatchers and Fire Communications Supervisors, absence from duty because of personal emergencies is limited to a maximum of twenty-four (24) working hours during the fiscal year.

D. Prohibited Uses of Sick Leave

1. Sick leave shall not be applied to absences caused by illness or injury to a member of the employee's family, except as provided in Sections 1.C.1.d. and 1.C.3. of this Article.
2. Except for employees scheduled to work, sick leave shall not be applied to absences that occur on an Authority-observed holiday.

E. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other Authority-approved evidence of illness, injury, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. All employees are eligible to receive sick leave cash out as follows:
  - a. Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused sick leave in an amount computed as provided below:

<u>Years of Service</u>	<u>Percent of Unused Sick Leave Paid For</u>
Less than 5 years	None
5 but less than 10	25%
10 but less than 15	50%
15 but less than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph.

b. During Employment:

By December 15 of each year, an employee who has accumulated unused sick leave in excess of two hundred eighty (280) hours may do either of the following:

- i. Request that up to one-third of the balance above 280 hours, (the percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.E.3.a of this Article) but no more than the maximum permitted by IRS Code, be placed in to the employee's deferred compensation account; or
  - ii. Make an irrevocable election to cash out up to eighty (80) hours of accrued sick leave (the percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.E.3.a of this Article) which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the sick leave they irrevocably elected to cash out in either two (2) separate increments of up to forty (40) hours each (in pay periods 18 and 26) or one (1) increment of up to eighty (80) hours (in pay period 26). The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.E.3.a of this Article Employees shall use the authorization for leave payoffs form), However, at the time of cash out, the employee's sick leave balance cannot be reduced below 280 hours. Therefore, if based on the employee's use of sick leave, cash out of sick leave would bring the employee's balance below 280 hours, the employee will only receive cash for the amount of leave that exceeds 280 hours.
- c. In addition to the above, an employee who has an "unforeseen emergency" shall be entitled to make a request to the Assistant Chief/Human Resources Director for a cash out of accrued sick leave. The amount of sick leave which may be paid off is limited to the amount necessary to meet the emergency. The maximum cash out the

employee can receive for an emergency is limited up to one-third (1/3) of all their accumulated sick leave, (the percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.E.3.a of this Article) provided that the remaining balance is not reduced below two hundred eighty (280) hours.

Notwithstanding the provisions of Section 1.E.3.b. of this Article, an employee who has given irrevocable written notice of their intent to retire within thirty (30) calendar days may request that a cash out of their accumulated sick leave be made to their deferred compensation account with the Authority to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent permitted under the provisions of Section 1.E.3.a. of this Article. Such cash out shall be made prior to the effective date of the employee's retirement.

If there is any change in the law regarding the payoff of sick leave or vacation which occur during the term of this MOU, the Parties agree that either party may reopen negotiations on this section of the MOU.

4. When a person is reemployed in a regular or limited-term position, the Assistant Chief/Human Resources Director may, upon the request of the Authority, apply the period of previous Authority continuous service for the purpose of determining sick leave earning rates.

## **Section 2. Bereavement Leave**

Upon request, employees shall receive necessary time off with pay, not to exceed three (3) days in any one (1) instance (which must be used within thirteen (13) months from the death), for bereavement leave related to the death of their immediate family member.

Effective January 1, 2023, employees who have been with the agency for at least thirty (30) days before the leave commences shall receive additional leave up to two (2) days without pay, in any one (1) instance (which must be used within three (3) months from the date of death and which days do not need to be taken consecutively), for bereavement leave related to the death of an immediate family member. Employees may use any paid vacation, accrued and available sick leave, or compensatory time that is otherwise available to the employee for this purpose.

## **Section 3. Authorized Leave Without Pay**

### **A. Authority Leave**

1. Upon request, an employee may be granted an Authority Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the Fire Chief, except in cases where Official Leave has been authorized pursuant to Sections 3.B. and 9.A. of this Article. The Fire Chief may require that all accumulated

compensatory time be used prior to granting of such Leave. The use of earned vacation prior to the obtaining of Leave shall be at the option of the employee.

B. Official Leave Without Pay

1. Upon request, an employee may be granted an Official Leave of absence without pay. Such Leave, if granted, shall not exceed one (1) year, except as provided in Sections 3.B.2. and 3.B.3. of this Article. The Fire Chief may require that all or a portion of compensatory time (previously earned) and vacation be used prior to granting such Leave.
2. An Official Leave of Absence without pay may be extended for up to an additional year at the discretion of the Fire Chief, except that requests for Official Leave that qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the Fire Chief denies the extension of such Leave, the provisions of Sections 3.B.5. and 3.B.6. of this Article shall not apply.
3. An employee shall give notice two (2) weeks prior to the date they want to return to work, If an employee does not give the required notice prior to the date they want to return to work, the Authority shall not be required to return the employee to work until the employee gives such notice; however, the Authority may waive the notice or reduce the notice period at its discretion.
4. The Department Head/Assistant Chief shall indicate on the request for Leave of Absence their recommendations as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Assistant Chief/Human Resources Director. The Assistant Chief/Human Resources Director shall render a decision within thirty (30) calendar days of when the request is submitted to him/her. If the Assistant Chief/Human Resources Director approves the request, a leave approval letter will be prepared and sent to the employee, Payroll staff, and the Department Head/Assistant Chief.
5. If the Assistant Chief/Human Resources Director modifies or does not approve a request for Official Leave without pay, the employee and/or the Department Head/Assistant Chief may, within fifteen (15) calendar days of said action, file a request with the Assistant Chief/Human Resources Director for review by the Fire Chief. Upon such request, the Assistant Chief/Human Resources Director shall forward a copy of the request for Official Leave without pay to the Fire Chief for final determination. The employee and the Department Head/Assistant Chief shall notify the Assistant Chief/Human Resources Director whether they shall submit their position in a written statement or wishes to appear before the Fire Chief. The decision of the Fire Chief on such appeals shall be final.
6. An Official Leave without pay shall not be deemed a break in Authority service.

C. General Provisions

1. A request for a Leave of Absence shall be made upon forms prescribed by the Assistant Chief/Human Resources Director and shall state specifically the reason for the request, the date when it is desired to begin the leave of absence, and the probable date of return.
2. A request for leave of absence without pay shall normally be initiated by the employee but may be initiated by the employee's Section Manager only where the employee is unable to initiate such action, except in cases where the provisions of Section 9.A. of this Article apply.

**Section 4. Official Leave for Non-Occupational Disability**

- A. An employee shall be granted, upon request, a leave of absence without pay in accordance with the Fair Employment and Housing Act and Pregnancy Disability Leave provisions of the law for a non-occupational disability, including disabilities related to pregnancy and childbirth, provided the employee meets the following conditions:
1. A statement covering expected date of return, and period of disability shall be submitted with the Leave request.
  2. Such Leave shall begin after all accrued sick leave, compensatory time, and vacation time have been applied toward the absence.
- B. If additional Leave is desired, the employee shall request additional Leave in accordance with Official Leave, Section 3.B., of this Article.

**Section 5. Absences Caused by Medical Conditions**

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to a medical condition shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician designated by the Authority. The Authority reserves the right, based on the circumstances, to send the employee to its doctor (on paid time) to receive such clearance from a physician.

**Section 6. Jury Duty Leave**

An employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours. An employee who calls the court while at work and finds out that they must report to jury duty the next day must continue to work the shift but will be relieved from duty (if still working) with sufficient time to arrive at the court for jury duty in the morning. If the employee is scheduled to be on duty on the day they are on jury duty, they must either return to their shift after the jury service is done for the day if there are still four hours left on their shift or call in to their supervisor and ask to use leave to cover the rest of their shift

For employees who are required to serve on jury duty for longer than two weeks (and who are informed of such when empaneled on a jury) their work schedule shall be converted to a 40 hour staff schedule during their time on jury duty. An employee may request a change in regularly scheduled working hours to a Monday through Friday workday for the duration of such jury duty. Such requests shall be granted, if practicable.

**Section 7. Witness Leave**

An employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant or where the subpoena is related to the employee's employment with another employer, shall be compensated at their base hourly rate of pay for all hours of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the Finance Manager. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

**Section 8. Absence Without Authorization**

- A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days shall be considered an automatic resignation from Authority employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, they may request specific authorization from the Fire Chief prior to the expiration of the time limit specified in Section 8.A. of this Article.
- C. When an employee has been absent without authorization and the Authority plans to invoke the provisions of Section 8.A. of this Article at least ten (10) calendar days prior to accepting and entering an automatic resignation, the Authority shall send written notice to the employee's last known address by certified mail with return receipt requested and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:
  - 1. A statement of the Authority's intention to accept and enter the employee's automatic resignation and its effective date.
  - 2. A statement of the reasons for considering the employee to have automatically resigned.
  - 3. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action.
  - 4. A statement of the employee's right to representation.
  - 5. A copy of the automatic resignation provisions that apply to the employee.

6. A statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the employee has waived any right to appeal the automatic resignation.
- D. An automatic resignation shall not be accepted and entered if the employee: (1) responds to the notice before the effective date; (2) provides an explanation satisfactory to the Authority as to the cause of the unauthorized absence and the reasons for failing to obtain an authorized Leave and submits any pertinent documentation to substantiate such reasons; and (3) is found by the Authority to be ready, able, and willing to resume the full duties of their position.
1. An employee who responds prior to the effective date of the proposed action shall be sent written notice of any action taken pursuant to the notice of intent.
- E. An employee who is permitted to continue their employment pursuant to Sections 8.C. and/or 8.D. of this Article shall not be paid for the period of their unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Authority determines it is appropriate to use sick leave, compensatory time, vacation, or other paid leave to cover the absence.
- F. Notwithstanding any other provision of this Section, the Authority may rescind an automatic resignation.
- G. Automatic resignations shall not be considered a discharge under the provisions of Article VIII, DISCIPLINARY AND PREDISCIPLINARY ACTIONS.

**Section 9. Workers' Compensation Leave**

- A. When an injury is determined to be job-related in accordance with Article XI, ON-THE-JOB INJURIES, WORKERS' COMPENSATION, an employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all sick leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.
- B. Workers' Compensation Leave shall continue until one (1) of the following occurs:
1. The employee is released to return to regular work by an Authority-designated physician; or
  2. The employee is released to return to work with medical restrictions that the Authority can accommodate; or
  3. The employee accepts employment outside the Authority; or
  4. Accepts employment in another Authority position; or
  5. Has retired pursuant to appropriate Government Code provisions.

An employee who does not return to work within two (2) weeks of the end of their Workers' Compensation Leave pursuant to this provision shall be considered to have automatically resigned their employment with the Authority under the provisions of Section 8. of this Article.

- C. An employee on Workers' Compensation Leave must give notice two (2) weeks prior to the date he/she wants to return to work. If an employee does not give two (2) weeks' notice prior to the date he/she wants to return to work, the Authority shall not be required to return the employee to work until such notice is given; however, the Authority may waive the notice or reduce the notice period at its discretion.
- D. For employees on Workers' Compensation Leave, merit increase eligibility dates, probation periods, and performance evaluation dates shall be treated as if the employee were on Official Leave.

**Section 10. Parenthood Leave**

- A. An employee shall be granted—upon request—a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or placement for legal adoption of a child, provided the employee meets the following conditions:
  - 1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child
  - 2. Sufficient documentation of such birth or placement for legal adoption of a child is submitted with the request for Leave
  - 3. All accrued vacation and compensatory time have been applied toward the absence
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
- C. Parenthood Leave shall not be credited toward continuous service.
- D. For employees on Parenthood Leave, merit increase eligibility dates, probation periods, and performance evaluation dates shall be treated as if the employee were on Official Leave.

**Section 11. Family Leave**

- A. General Provisions
  - 1. Family Leave shall be granted to the extent required by law for the following situations:
    - a. An employee's serious health condition as provided in Section 4. of this Article

- b. The birth of a child or placement of a child for adoption or foster care as provided in Section 10. of this Article
  - c. Employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent, or registered domestic partner or a child of an employee standing "in loco parentis" (those with day-to-day responsibilities to care for and financially support a child who is either under eighteen [18] years old or an adult-dependent child incapable of self-care because of mental or physical disability).
  - d. Per the FMLA, an employee can also receive leave in accordance with the law for a qualified exigency or as a military caregiver as these terms are defined by the FMLA. These rights are identified by the Authority's posting of employees' FMLA rights.
2. Employees must request and identify their need for Family Leave. When an employee requests Family Leave, the employee shall have the choice of utilizing his/her accrued leave balances, for the purposes of continuing salary and benefits while on Family Leave or the employee may choose to take Leave Without Pay. The Authority and OCEA agree that certain other types of leaves available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The Authority may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.
  3. The Authority shall determine if a request for Family Leave is valid within the parameters of applicable law.
  4. When a request for Family Leave is approved and the employee has elected to utilize accrued leave hours, the employee shall determine in what order the employee wishes to apply such time. The use of sick leave shall be restricted to those circumstances that qualify under the provisions of Section 1.C. of this Article. Thus, an employee cannot use sick leave to bond as parenthood leave. Sick leave is only available where the employee or family member for whom leave is taken has a serious health condition as defined under the law.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the Authority with thirty (30) calendar days' notice of their intent to take Family Leave.
2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after they learns of the need for Family Leave.
3. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, spouse or registered

domestic partner, the employee shall—to the extent practicable—schedule treatment and/or care in a way that minimizes disruption to Authority operations.

C. Verification

1. The Authority may require certification from the health care provider that states; (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; and (4) that the employee cannot perform their duties because of the employee's own serious health condition or that care is needed when the leave is for an eligible family member pursuant to applicable law.
2. The Authority may require a medical certification authorizing the leave as provided for by the Department of Labor for leave per the FMLA.

**Section 12. Catastrophic Leave**

A. Eligibility for Donations

To receive Catastrophic Leave Donations, an employee or their immediate family member must:

1. Have a catastrophic medical condition that shall require the employee to be on unpaid Leave.
2. Exhaust all accrued leave, including compensatory time if elected by employee.
3. Submit to the employee's Department Head/Assistant Chief (or their designee) a written request for donations accompanied by a medical statement from the employee's or family member's attending physician. The attending physician's statement must verify the employee's need for an extended Medical Leave or the need for the employee to take leave to care for their immediate family member. It must include an estimated time the employee shall be unable to work.

B. Request for Additional Donations

Employees who receive donations under this procedure and who exhaust all donated sick leave may request an additional donation period(s) subject to the provisions of Section 12.A.2. of this Article.

C. Donation Procedure

1. Upon receipt of a valid request for donations from an eligible employee, the Department Head/Assistant Chief (or their designee) shall post a notice of the eligible employee's need for donations on the Authority e-mail system, bulletin boards, or other means of notification accessible to employees.

Confidential medical information unless voluntarily provided by the employee to the Authority shall not be included in the posted notice.

2. Employees shall be provided a two (2) week period to submit their donations; donations received after the submission period shall not be processed.
3. All donations shall be voluntary.
4. Employees may donate vacation or compensatory time to the eligible employee's catastrophic leave bank; sick leave may not be donated.
5. Donations must be a minimum of two (2) hours, but cannot exceed eight (8) hours; all donations must be made in whole hour increments.
6. All donations shall be irrevocable.
7. At the close of the donation period, the Finance Division shall verify the base hourly rate of the donating employee and confirm that each donating employee has accrued time balances sufficient to cover the designated donation.
8. The Finance Division shall process all donations at one (1) time. No additional donations shall be processed during the designated open period.
9. The Authority shall convert the donated time to dollars at the base hourly rate of the donor. The dollars shall then be converted to accrued vacation and sick leave, as described herein, at the base hourly rate of the recipient of the donation. Donated converted hours shall first be added to the recipient's accrued vacation, to the maximum permitted under Section 13.C. of this Article. The balance of the donated converted hours shall then be added to the recipient's sick leave account. These donated vacation and sick leave hours shall be available for use during the recipient's Catastrophic Leave. If any donated hours remain at the end of the recipient's Catastrophic Leave, they shall remain available for the sole use of the recipient. If the recipient dies during the Catastrophic Leave, all unused donated time shall be converted to dollars at the base hourly rate of the recipient and paid to the recipient's surviving spouse, registered domestic partner, or estate in the same manner as any monies due for vacation and/or compensatory time.
10. An employee who is on a leave without pay at the time they receive a Catastrophic Leave donation shall be treated as if on a leave of Absence for purposes of probation and merit increase eligibility.

### **Section 13. Vacation**

- A. Accumulation of Vacation

1. Accumulation of vacation shall be in accordance with the following schedule:

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE	ANNUAL ACCRUAL FOR FULL-TIME EMPLOYEES
From date of employment but less than 3 years	1 through 6,240.00 regularly scheduled hours	0.0385 hours for each regularly scheduled hour paid	Approximately 80 hours per year
After 3 years but less than 10 years	6,240.01 through 20,800.00 regularly scheduled hours	0.0577 hours for each regularly scheduled hour paid	Approximately 120 hours per year
After 10 years	20,800.01 or more regularly scheduled hours	0.077 hours for each regularly scheduled hour paid	Approximately 160 hours per year

2. Extra help employees shall not earn vacation.

B. Vacation Credit

Vacation credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates Authority service.

C. Maximum Allowable Vacation Credit

The maximum allowable vacation credit for all OCEA-represented employees shall be three hundred twenty (320) hours. Employees shall be paid for all earned vacation hours exceeding three hundred twenty (320) hours. All vacation hours earned in excess of the maximum allowable vacation credit shall be paid in the pay period earned.

D. General Provisions

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
2. A leave of Absence shall cause the aforementioned ten (10) years of full-time Authority service to be postponed a number of calendar days equal to the leave.
3. Additional vacation earned during the period of vacation may be taken consecutively with the approval of the Fire Chief.

4. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
5. Vacations shall be scheduled for employees by the Authority; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
6. Illness while on paid vacation shall be charged to sick leave rather than vacation only under the conditions specified in Section 1.C.2. of this Article.
7. No employee shall be required to return to work for the Authority in any capacity during the time of their paid vacation from the Authority service, except in cases of emergency.
8. An employee separating from Authority service for reasons other than paid Authority retirement shall be paid for all accrued vacation in a lump sum payment. An employee who is separating from Authority service by way of paid Authority retirement may elect either to take time off for their vacation or to be paid for their vacation in a lump sum payment.
9. By December 15 of each year, an employee may make an irrevocable election to cash out up to eighty (80) hours of accrued vacation leave which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation leave they irrevocably elected to cash out in either two (2) separate increments of up to forty (40) hours each (in pay periods 13 and 26) or one (1) increment of up to eighty (80) hours (which could be pay period 13 or 26, based upon the accrual rate of the employee as noted in Section 13.A.1). However, if the employee's vacation balance is less than the amount the employee elected to cash out (in the prior calendar year) the employee will receive cash for the amount of leave the employee has accrued at the time of the cash out.

The employee may alternatively choose to have the value of up to eighty (80) hours of vacation which the employee can otherwise cash out placed into the employee's deferred compensation account (including their Roth IRA if applicable). If the employee chooses that option (as opposed to taking cash) the maximum hours (in dollars) the employee can defer to their deferred compensation account cannot exceed the maximum permitted by the IRS Code.

In addition to the above, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Assistant Chief/Human Resources Director for a payoff of accrued vacation leave. The amount of vacation leave which may be paid off is limited to the amount necessary to meet the emergency. The maximum payoff the employee can receive for an emergency is limited up to eighty (80) hours of all their accrued vacation

leave.

If an employee makes an irrevocable election to cash out vacation leave in the following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that assuming an employee had a vacation leave balance prior to January 1, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be eligible to cash out.

If, during the year when an employee has made an irrevocable election to cash out vacation leave they were on leave without pay and did not earn the vacation leave expected, the employee will still be able to cash out the vacation leave the employee did earn even if reduced by the leave without pay.

10. No scheduled vacation shall be canceled, by the Authority except in cases of emergency.
11. When an employee's service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years of service, with the part-time service being applied proportionately to the appropriate full-time interval.
12. No employee shall be permitted to work for compensation for the Authority in any capacity during the time of their paid vacation from Authority service. Employees are permitted to receive reimbursements for voluntary service as Reserve Firefighters while on paid vacation from Authority service.
13. When a person is reemployed in a regular or limited-term position, the Assistant Chief/Human Resources Director may, upon the request of the Department Head/Assistant Chief, apply the period of previous Authority continuous service for the purpose of determining vacation earning rates.

**Section 14. Leave for Attendance at Professional Conferences**

- A. Supervisory Management Unit employees may request four (4) working days each fiscal year for attendance at professional conferences subject to all the following conditions:
  1. A request is made in advance on the appropriate "Request to Attend a Conference" form.
  2. The conference is job-related and qualifies for continuing education units (CEU) if the incumbent's position requires certification or if the incumbent is a registered nurse.

3. The employee pays all costs connected with the conference attendance, including registration, meals, transportation, and/or lodging, if any.
  4. The employee agrees to provide, within two (2) weeks following the conference, a comprehensive report on the event to the employee's supervisor with a copy to the Department Head/Assistant Chief (to include conference materials, handouts, etc.).
  5. The employee's workload is current and their performance is standard or above.
- B. Attendance at conferences by eligible members of the Supervisory Management Unit shall be scheduled throughout the fiscal year to avoid concentration of absences at the same time in the Authority or in the assigned unit or section.
- C. Multiple requests to attend the same conference or conferences scheduled at the same time shall be considered based upon availability of adequate caseload coverage in the applicable units, past record of conference attendance, and applicability of the conference to the specific work assignment of the employee.
- D. Requests may be made for more than four (4) days leave for attendance at a professional conference in any one fiscal (1) year under this provision; however, approval shall be at the discretion of the Department Head/Assistant Chief.
- E. Attendance at conferences out of the general area shall require approval under the Authority Travel Request procedure and is not covered by this provision.

#### **Section 15. Paid Annual Leave**

Upon completion of initial probation with the Authority, full time employees are eligible for thirty-six (36) hours of paid annual leave and part time employees are eligible for eighteen (18) hours as follows:

1. Upon completion of new hire probation with the Authority, a full time employee will be eligible to take up to thirty-six (36) hours of paid time off each year, in addition to their accrued time. A part-time employee will be eligible to take eighteen (18) hours of paid time off in addition to their accrued time.
2. Eligibility for paid time-off will be effective on January 1 of the subsequent year following the employee's completion of probation with the Authority.
3. This time may not be accrued and must be used by December 31 of each year. As permitted by California Labor Code section 227.3, any time not used by the employee within the year earned, will be forfeited. The Authority will send out an email to employees during the first pay period in November reminding them of their use of Paid Annual Leave.

4. This time may not be cashed-out.
5. Approval of requested time off dates is subject to operational needs, and requests should be made in advance. If a specific date is denied, the supervisor will attempt to schedule a mutually agreeable alternate date. Such alternate dates must be scheduled within the year the paid annual leave is earned.

## ARTICLE VI

### HOLIDAYS

#### **Section 1. Holidays Observed**

A. Employees shall observe the following holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

#### **Section 2. Twelve (12) Hour Workday Employees**

A. Holiday Compensation

1. For each holiday listed in Section 1.A. of this Article, a full-time employee regularly working twelve (12) hour workday schedule shall have the option of receiving nine (9) hours of holiday pay or nine (9) hours of compensatory time for each official Authority holiday that falls during the pay period, except that an employee who terminates during a pay period shall not be eligible for holiday pay if the holiday falls on a day after termination from employment in such pay period. A part-time employee shall have the option of being paid or receiving compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of nine (9) hours of holiday pay or compensatory time.
2. Employees shall be paid in the pay period that the holiday occurs.
3. Approval for the use of compensatory time is subject to operational needs. If a specific date is denied, the supervisor will attempt to schedule a mutually agreeable alternate date.
4. Full-time employees who are on active pay status during the pay period that includes March 1st of each fiscal year, during the term of this MOU, shall be paid two (2) hours of spring holiday pay at the end of the pay period that includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per workweek shall, in like manner, be paid one (1) hour of pay.

B. Eligibility for Holiday Pay

1. An employee must be in an active pay status immediately before and after the holiday in order to receive holiday pay, with the exception of employees who are on a federal or state protected leave.
2. A new employee whose first workday is the day after a holiday shall not be paid for that holiday.
3. An employee whose retirement date is effective on a holiday shall be paid for the holiday.
4. An employee who is terminating employment for reasons other than paid Authority retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
5. Employees shall be eligible for holiday pay.

C. Compensation for Work on Holidays

An employee who is required to work on a holiday listed in Section 1.A. of this Article and who meets the eligibility requirements contained herein shall be paid holiday pay as specified in Section 2.A. of this Article, and be paid for all hours worked on a holiday at a rate of one and one half (1.5) times the employee's base hourly rate.

**Section 3. Ten (10) Hour, Nine (9) Hour and Eight (8) Hour Workday Employees**

A. Holiday Compensation

1. For each holiday listed in Section 1.A. of this Article, each full-time employee covered by this Section and scheduled to work—but permitted to take the day off—shall be paid for the number of hours the employee is regularly scheduled to work that workday. A part-time employee covered by this Section and scheduled to work—but permitted to take the day off—shall be paid for the number of hours the employee was regularly scheduled to work, but permitted to take the day off.
2. When a holiday listed in Section 1.A. of this Article falls on a full-time employee's regularly scheduled day off, the employee shall have the option of receiving eight (8) hours of holiday pay or eight (8) hours of compensatory time. A part-time employee shall have the option of being paid or receiving compensatory time in the amount of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of holiday pay.
3. When a holiday falls on a Sunday, the next day—Monday—shall be observed as the holiday.

4. When Christmas Eve, Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding shall be observed as the holiday.
5. Employees shall be paid on the pay day following the pay period that the holiday occurs.
6. Approval for the use of compensatory time is subject to operational needs. If a specific date is denied, the supervisor will attempt to schedule a mutually agreeable alternate date.
7. Full-time employees who are on active status during the pay period that includes March 1 of each fiscal year, during the term of this MOU, shall be paid two (2) hours of spring holiday pay at the end of the pay period that includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per workweek shall, in like manner, be paid one (1) hour of holiday pay.

B. Eligibility for Holiday Pay

1. An employee must be in an active pay status immediately before and after the holiday in order to receive holiday pay, with the exception of employees who are on a federal or state protected leave.
2. A new employee whose first workday is the day after a holiday shall not be paid for that holiday.
3. An employee whose retirement date is effective on a holiday shall be paid for the holiday.

C. Compensation for Work on Holidays

1. An employee who is required to work on a holiday listed in Section 1.A. of this Article and who meets the eligibility requirements contained herein shall be paid holiday pay as specified in Section 3.A. of this Article and be paid for all hours worked on a holiday at a rate of one and one half (1.5) times the employee's base hourly rate.

D. Holidays During Vacation Period

Holidays that fall during an employee's vacation period shall not be charged against the employee's vacation balance.

## ARTICLE VII

### **REIMBURSEMENT PROGRAMS**

#### **Section 1. Mileage Reimbursement**

- A. Subject to the current Vehicle Rules and Regulations established by the Board, an employee who is authorized to use a private automobile in the performance of duties shall be reimbursed for each mile driven in the performance of their duties during each monthly period as follows:
1. The reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.
  2. There shall not be any duplication or pyramiding of reimbursement rates paid under this Section.
- B. An employee who is required by the Authority to furnish a privately-owned vehicle for the performance of their duties shall receive a minimum of ten dollars (10) in any month in which the actual mileage reimbursement would otherwise be less than ten dollars (10). The minimum shall not apply in any month:
1. In which the employee has not actually worked eighty (80) hours.
  2. Unless the employee claims the ten dollar (10) minimum and the Authority certifies that the employee was required to use a privately-owned vehicle on Authority business.

#### **Section 2. Personal Property Reimbursement**

Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. Reimbursement for a watch shall be limited to the functional value of the watch.

#### **Section 3. Tools Reimbursement**

- A. Eligible employees as designated below, who are required to furnish their own tools shall receive a maximum tool reimbursement of five hundred dollars (\$500) in a calendar year:
- Communications Installer I/II
  - Communications Technician
  - Senior Communications Technician

For employees who received the tool reimbursement between January 1, 2023 and June 30, 2023, they shall become eligible to receive the tool reimbursement on January 1, 2024 and then each calendar year thereafter.

To receive the reimbursement, the employees have to provide a cash register or an on-line purchase receipt and produce the tools to their supervisor for visual inspection. Any exceptions to this requirement require approval of the Division Manager. The date of purchase will determine the calendar year to which the reimbursement applies.

B. Eligible employees as designated below who are required to furnish their own tools shall receive a maximum tool reimbursement of one thousand five hundred dollars (\$1,500) in a calendar year.

- Equipment Technician I/II Fire Helicopter Technician
- Heavy Equipment Technician I/II Senior Fire Helicopter Technician

To receive the reimbursement, the employees have to provide a cash register or on on-line purchase receipt and produce the tools to their supervisor for visual inspection. Any exceptions to this requirement require approval of the Division Manager. The date of purchase will determine the calendar year to which the reimbursement applies.

C. The Authority shall replace or furnish insurance protection for employee-owned trades and crafts tools required by the Authority to be used in the performance of the employee's duties against loss sustained on Authority-owned or controlled property resulting from theft and arising out of the activities related to the employee's regularly assigned work duties. This shall be provided that the loss is not attributable to negligence of the employee, in which case it shall not be covered. For each incident, a deductible of twenty-five dollars (\$25) shall be applied to each employee's loss. The payment or non-payment of claims under such coverage shall not be subject to appeal under the grievance procedure.

D. If stolen tools are recovered in an undamaged condition and replacement tools have been secured, the employee shall return the replacement tools to the Authority. When replacement tools are returned, the employee shall receive from the Authority a twenty-five dollar (\$25) cash refund in consideration of the twenty-five dollar (\$25) deductible. If replacement tools have not been secured, the employee shall return all reimbursement funds received from the Authority.

#### **Section 4. Tuition Reimbursement**

Full-time employees performing their jobs satisfactorily shall be eligible for tuition reimbursement at a maximum of two thousand dollars (\$2,000) each fiscal year. Eligibility shall be in accordance with Authority policy. This amount is inclusive of any other tuition reimbursement (e.g., if in another bargaining unit) an employee may have received during a fiscal year.

## ARTICLE VIII

### DISCIPLINE

#### **Section 1. Investigatory Meetings Regarding Proposed Discipline**

- A. An employee required to attend an investigatory meeting that may result in disciplinary action shall receive advance notice of such meeting. Such notice shall include:
1. A statement of the reasons for such meeting, including the subject matter and the fact that the meeting could lead to discipline; and
  2. A statement of the employee's right to representation.

#### **Section 2. Disciplinary Process**

Employee discipline, including the process for issuing discipline and employee appeal rights, are included in this Section.

- A. No employee shall be subject to suspension, demotion, or discharge, except for reasonable cause.
- B. An employee subject to suspension, demotion, or discharge shall receive a notice of intent to discipline. Except for a notice of intent to suspend for forty (40) hours or less, the notice shall be served on the employee personally or by email at least fourteen (14) calendar days prior to the effective date of the proposed discipline. If the notice of intent to suspend is for forty (40) hours or less, it will be issued prior to the effective date of the suspension and following the Skelly process.
- C. Such written notices shall contain the elements below:
1. A description of the proposed disciplinary action and its effective date(s);
  2. A statement of reasons which support the proposed disciplinary action;
  3. Copies of documents or other evidence on which the proposed disciplinary action is based;
  4. A statement of the employee's right to respond—either orally or in writing—prior to the effective date of such proposed action;
- D. An employee and their representative shall receive written notice either sustaining, modifying, or canceling a proposed suspension, or discharge on or prior to the effective date of such action.
- E. Should a proposed discipline become final, an employee shall receive a written notice of discipline which will include elements contained in the notice of intent

to discipline above, and the employee's appeal rights pursuant to Section 5 of this article.

- F. If deemed necessary, the Authority may remove an employee from the worksite immediately because of a potential emergency situation including — but not limited to—situations that may endanger life or property.

**Section 3. Written Reprimand**

No employee shall receive a written reprimand except for reasonable cause.

A written reprimand may be appealed through this appeal procedure. Such appeal shall be initiated at Step 1 of this procedure.

**Section 4. Right of Appeal**

- A. Employees who receive a Notice of Intent to Discipline or Notice of Discipline shall have the right to appeal the discipline per the appeal procedure in Section 5 of this Article.
- B. If an employee does not comply with the time limits set forth in the appeal procedure in Section 5 of this Article, the employee has waived their right to further process the appeal, and the disciplinary action shall be imposed. Failure by the Authority representative to comply with the time limits set forth in Section 5 of this Article shall permit the employee to process the appeal to the next step.
- C. The time limits for appeals, set forth in this Article, may be extended by mutual agreement between the Authority representative and employee or their representative.

**Section 5. Appeal Procedure**

- A. All Step 1 and Step 2 appeals must be submitted to the Assistant Chief/Human Resources Director or designee within the time limits outlined in this Article. Submission of the appeal may be via mail (postmarks shall be accepted), email, or hand delivery and received no later than 5:00 p.m. on the last day allowable under the provisions of this Article. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.
- B. Any notification of intent to discharge or probationary release, where the employee is alleging discrimination, may be submitted directly to Step 2 of this procedure. To facilitate submittal of appeals, the OCEA shall have the right to submit an appeal in the name of the employee at the employee's request.
- C. An employee may represent them self or may be represented by the OCEA in the disciplinary process.
- D. The appeal procedure shall include two internal steps as well as an ability of an employee to request arbitration as set forth below.

E. STEP 1

a) Suspension or Demotion — Assistant Chief

Upon receipt of a notice of intent involving suspension, an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Assistant Chief/Human Resources Director or designee for a meeting to address the charges in the notice. The Assistant Chief/Human Resources Director shall schedule a meeting with the appropriate Assistant Chief to hear the employee's presentation. After hearing the employee's presentation, the Assistant Chief shall issue a written determination relative to the intended action within fourteen (14) calendar days.

b) Written Reprimand — Battalion Chief, Section Manager, Division Manager, or Division Chief

Upon receipt of a reprimand an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Assistant Chief/Human Resources Director or designee for a meeting to address the matter. The Assistant Chief/Human Resources Director shall schedule a meeting with the appropriate Division Manager, Battalion Chief, Section Manager, or Division Chief to hear the employee's presentation. After hearing the employee's presentation, the Division Manager, Battalion Chief, Section Manager, or Division Chief shall issue a written determination within fourteen (14) calendar days.

F. STEP 2

a) Suspension, Demotion, or Probationary Release Alleging Discrimination or Discharge—Fire Chief or Deputy Fire Chief

If the employee does not agree with the outcome in Step 1, the employee may—within fourteen (14) calendar days of the receipt of the Step 1 written determination submit a written appeal to the Assistant Chief/Human Resources Director. Within fourteen (14) calendar days of receipt of the appeal, the Fire Chief or, if designated, the Deputy Fire Chief shall meet with the appellant and their representative. Within fourteen (14) calendar days thereafter, a written decision shall be provided to the appellant and their representative.

b) Written Reprimand — Assistant Chief

If the employee does not agree with the outcome in Step 1, the employee may, within fourteen (14) calendar days of receipt of the Step 1 written determination, submit a written appeal to the Assistant Chief/Human Resources Director. Within fourteen (14) calendar days of receipt of the appeal at Step 2, the appropriate Assistant Chief shall meet with the appellant and their representative. Within fourteen (14)

calendar days thereafter, a written decision shall be provided to the appellant and their representative. The determination shall be final and binding and will not be referable to arbitration.

**Section 6. Referrals to Arbitration**

- A. If the employee does not agree with the outcome at Step 2 regarding a suspension, demotion, or discharge, the employee may appeal the matter to arbitration by submitting the appeal to the Assistant Chief/Human Resources Director within fourteen (14) calendar days from the date of receipt of such Step 2 decision. As soon as practicable thereafter or as otherwise agreed to by the parties, an arbitrator shall hear the appeal.
- B. All disciplinary appeals shall be signed by the appellant or their representative of the Association and shall be submitted in writing.

**Section 7. Provisions Regarding Arbitration**

- A. If the appeal is decided by an arbitrator, the appellant and their representative relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedures.
- B. The cost of an arbitrator shall be shared equally in all cases by the Authority and the Association (if the Association is paying for any part of the employee's appeal) or solely by the Authority if the Association is not providing any financial support to the employee appealing their discipline or if the appealing party solely alleges discrimination, in which case, the Authority shall bear the full cost.
- C. Appeal hearings by an arbitrator shall be private.
- D. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service, the American Arbitration Association, or some other agreed upon source, and each party shall alternately strike one (1) name from the list until only one (1) name remains. The parties will flip a coin to determine who will strike the first name.
- E. Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the requested copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies—but not soon enough to comply with the above time limits—may be admitted, provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing

contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

- F. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.
- G. At the hearing, both the OCEA and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
  - 1. Oral evidence shall be taken only on oath or affirmation.
  - 2. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify on their own behalf, the employee may be called and examined as if under cross-examination.
- H. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are not—or hereafter may be—recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
- I. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
- J. The decision of the arbitrator shall be final and binding on all parties.
- K. Finding of Facts and Remedies
  - 1. An arbitrator may sustain, modify, or rescind an appealed disciplinary action as follows and are subject to the following restrictions:
    - a. All Disciplinary Actions

If the arbitrator finds that the disciplinary action was taken for reasonable cause, they shall then determine if the disciplinary action imposed on the employee was appropriate. The arbitrator shall have the right, and the responsibility, to modify the discipline if, in their opinion, it is inappropriate.

b. Suspensions or Demotion

If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision and consistent with Section 7.L. of this Article.

c. Discharges

i. If the arbitrator finds the order of discharge should be modified, the appellant shall be restored to a position in their former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the appellant was removed from duty, as determined by the arbitrator and consistent with Section 7.L. of this Article.

ii. If the arbitrator finds that the order of discharge should be rescinded, the appellant shall be reinstated in a position in their former class and shall receive pay and fringe benefits for all of the period of time they were removed from duty and consistent with Section 7.L. of this Article.

L. Restriction on Remedies

Restoration of pay and benefits shall be subject to deduction of all unemployment insurance, applicable taxes and withholdings, and outside earnings that the appellant received since the date of discharge.

## ARTICLE IX

### GRIEVANCE PROCEDURE

#### **Section 1. Scope of Grievances**

- A. A grievance may be filed if a management interpretation or application of the provisions of this MOU adversely affects an employee's wages, hours, or conditions of employment. In addition, disputes involving performance evaluations rated "substandard" /or denial of step for a performance evaluation rated substandard or below overall may be processed through the grievance procedure.
- B. Specifically excluded from the Scope of Grievances are:
  - 1. Subjects involving the amendment or change of Board of Directors resolutions, ordinances, or minute orders that do not incorporate the provisions of this Memorandum of Understanding;
  - 2. Matters that have other means of appeal including, but not limited to, matters that may be appealed through the Workers' Compensation Appeals Board;
  - 3. Position classification; or
  - 4. Performance evaluations rated standard or above.

#### **Section 2. Basic Rules**

- A. If an employee does not present a grievance or does not appeal the decision rendered regarding their grievance within the time limits, the grievance shall be considered resolved.
- B. If an Authority representative does not render a decision to the employee within the time limits, the employee may, within fourteen (14) calendar days, thereafter appeal to the next step in the procedure.
- C. If it is the judgment of any management representative that they do not have the authority to resolve the grievance, they may refer it to the next step in the procedure. By mutual agreement of the Authority and the OCEA, Step 1 of the grievance procedure may be waived.
- D. Upon prior written consent of the parties (i.e., the representatives of the Authority and the employee or their representative), the time limits at any step in the procedure may be extended.
- E. Every reasonable effort shall be made by the employee and the Authority to resolve a grievance at the lowest possible step in the grievance procedure.

- F. As addressed below in Section 7, for a grievance to be timely filed, an employee, a group of employees or the OCEA must file the grievance within fourteen (14) days from the occurrence that gives rise to the grievance. Notwithstanding the time frame within which a grievance must be filed to be timely, the parties agree that a grievance may be retroactively adjusted by the OCFA up to ninety (90) calendar days from the date of the filing of the written grievance at Step 1.
- G. The OCEA shall have the right to a representative present throughout the grievance process.
- H. In order to encourage candid discussion and compromise in attempting to resolve grievances, the Authority and the OCEA agree that the grievance files of the respective parties shall be confidential unless required by law.

**Section 3. Submission of Grievances**

- A. Any employee or group of employees shall have the right to present a grievance. The OCEA shall have the right to file grievances on behalf of the general membership; however, when the OCEA files a grievance on behalf of the general membership, it shall provide the Authority with the names of individuals who have been adversely affected. The OCEA has the right to grieve and arbitrate issues that solely affect the rights of the OCEA. No employee or group of employees shall be hindered from or disciplined for exercising this right.
- B. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the Authority must, collectively present and pursue their grievance if they report to the same immediate supervisor.
- C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the Authority, appoint one (1) or two (2) employees to speak for the collective group.

**Section 4. Employee Representation**

- A. An employee may represent themselves or may be represented by the OCEA in the formal grievance procedure.
- B. Authorized grievance representatives shall be designated by the OCEA to represent employees for purposes of grievance procedures. The OCEA shall notify the Assistant Chief/Human Resources Director of the names and titles of such representatives. This notice shall be updated each time a change in designated representative(s) occurs.

**Section 5. Time Off for Processing Grievances**

- A. Reasonable time off without loss of pay shall be given to:

1. An employee who has a grievance, in order to attend a meeting with their supervisor or other person with authority to resolve the matter, as prescribed herein.
  2. An authorized grievance representative, in order to attend a meeting with the represented grievant's supervisor or other person with authority to resolve the grievance, as prescribed herein, or to obtain facts concerning the action grieved through discussion with the grievant or other employees.
- B. The following restrictions shall apply in all cases to activity authorized in Section 5.A. of this Article:
1. Before performing grievance work, the grievant or grievance representative shall obtain the permission of their supervisor and shall report back to the supervisor when the grievance work is completed.
  2. Neither the grievant nor the grievance representative shall interrupt or leave their job to perform grievance work, unless their supervisor determines that such interruption or absence shall not unduly interfere with the work of the unit in which the grievant or representative is employed. However, an effort shall be made to grant such time off as soon as it is feasible to do so.
  3. When an authorized grievance representative must go into another section or unit to investigate a grievance, the representative shall be permitted to do so, provided that:
    - a. The representative checks in and checks out with the supervisor of the unit; and
    - b. Such investigation shall not unduly interfere with the work of the unit.

**Section 6. Informal Discussion**

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with their immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.

**Section 7. Formal Grievance Steps**

- A. The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter, unless waived by mutual consent or as otherwise provided herein.
- B. All Step 1 and Step 2 grievances must be submitted to the Assistant Chief/Human Resources Director within the time limits outlined in this Article. Submission may be via mail (postmarks shall be accepted), hand delivery, or email, A grievance may be filed by an employee—or the Association in the name of the employee—at the employee's request.

1. STEP 1: Battalion Chief, Section Manager, Division Manager, or Division Chief

- a. If an employee has a grievance, the employee or the OCEA, on behalf of the employee, may formally submit a grievance to the Assistant Chief/Human Resources Director within fourteen (14) calendar days from the occurrence that gives rise to the grievance. A Step 1 grievance shall be heard by a Battalion Chief, Section Manager, Division Manager, or Division Chief. In those cases where the Battalion Chief is the immediate supervisor and is the subject of the grievance, the Battalion Chief and the Division Chief shall meet with the grievant within the time limit.
- b. Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within fourteen (14) calendar days after receipt of the written grievance, the Battalion Chief, Section Manager, Division Manager, or Division Chief shall meet with the grievant.
- c. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The written decision at Step 1 shall be signed by the reviewing officer.

2. STEP 2: Fire Chief, Deputy Fire Chief, or Assistant Chief

- a. If the grievance is not settled under Step 1 and it concerns an alleged misinterpretation or misapplication of this MOU or a substandard performance evaluation, and/or denial of step for a performance evaluation rated substandard or below overall it may be appealed in writing to the Assistant Chief/Human Resources Director within fourteen (14) calendar days after receipt of the written decision from Step 1. Within fourteen (14) calendar days after receipt of the written grievance, the Fire Chief or, if designated, the Deputy Fire Chief or appropriate Assistant Chief shall meet with the grievant and their representative. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant and their representative. The decision of the Fire Chief or their designee, regarding a substandard performance evaluation, shall be final and binding and shall not be referable to arbitration.

**Section 8. Referrals to Mediation**

As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance to mediation. A request for mediation may be presented in writing to the Assistant Chief/Human Resources Director within fourteen (14) calendar days from the date a decision was rendered at Step 2. A request for mediation shall automatically suspend the normal processing of a grievance until the mediation process is completed. The Authority shall respond to a request for mediation within fourteen (14) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal and shall be considered advisory.

Should the mediation process not be successful, within fourteen (14) calendar days after completion of the mediation process, an arbitration request may be filed pursuant to Section 9 of this Article.

**Section 9. Referrals to Arbitration**

- A. If a grievance is not resolved under Step 2 or mediation, an arbitration request may be submitted in writing by the OCEA to the Assistant Chief/Human Resources Director within fourteen (14) calendar days from the date a decision was rendered at Step 2 or the completion of the mediation process. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.
- B. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

**Section 10. General Provisions**

- A. If the grievance is decided by an arbitrator, the grievant and their representative relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedures.
- B. The cost of an arbitrator shall be shared equally in all cases by the Authority and the appealing party, except when the appealing party solely alleges discrimination, in which case, the Authority shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the division of costs shall be determined by the arbitrator.
- C. Grievance hearings by an arbitrator shall be private.
- D. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the Public Employment Relations Board, the American Arbitration Association, or some other agreed upon source, and then each party shall alternately strike one (1) name from the list until only one (1) name remains.
- E. Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies—but not soon enough to comply with the above time limits—may be admitted, provided it could not have been discovered sooner by reasonable means and

provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.

- F. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.
- G. At the hearing, both the OCEA and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
  - 1. Oral evidence shall be taken only on oath or affirmation.
  - 2. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in their own behalf, the employee may be called and examined as if under cross-examination.
- H. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
- I. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
- J. The decision of the arbitrator shall be final and binding on all parties.

## **ARTICLE X**

### **LAYOFF PROCEDURE**

#### **Section 1. General Provisions**

- A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- B. Section 7, Reinstatement Lists, and Section 8, Status on Reinstatement, of this Article shall not apply if the Authority has a written agreement with an employer, public or private, that guarantees the Authority employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by Authority employees and the new employer makes such an offer in writing to the employee.
- C. This procedure shall not apply to employees who have special or unique knowledge or skills that are of special value in the operation of the Authority business.

#### **Section 2. Order of Layoff**

- A. When a reduction in the workforce is necessary, employees in impacted positions shall be considered for layoff in the following order:
  - 1. Part-time employees in impacted classifications shall be laid off first, unless they were previously regular, full-time employees in those classifications and transitioned to part-time status without a break in service. Such employees must be able and willing to return to full-time employment in the same classification or occupational series in order to have seniority rights considerations, on a pro rata basis, for purposes of layoff; otherwise, they shall be laid off next, if necessary, according to seniority; and
  - 2. Full-time regular employees shall be the next category to be laid off, if necessary. Employees in regular positions and those in part-time positions who meet the criteria in Section 2.A.1. of this Article shall be laid off in an order based on consideration of:
    - a. Employment status
    - b. Past performance
    - c. Length of continuous service
- B. Layoffs shall be made by class, except that:
  - 1. Where a class has a dual or multiple concept, the Assistant Chief/Human Resources Director may authorize a layoff by specialty within the class.

2. Where appropriate, the Assistant Chief/Human Resources Director may authorize a layoff by division or smaller unit.
3. Within a class, employees shall be subject to layoff in the following order:

<u>Employment Status</u>	<u>Layoff Order</u>
First - Temporary Promotion	Determined by Authority
Second - New Probationary	Determined by Authority
Third - Regular/Promotional	Determined by Authority

After all new probationary employees and employees on temporary promotion have been removed from a class within a layoff unit, the employee with the lowest number of layoff points shall be subject to layoff first. When two (2) or more employees have the same number of layoff points, the Authority shall determine the order of layoff for these employees.

- C. The OCEA may designate employees who are regular OCEA officers or grievance representatives to receive special seniority for purposes of layoff. The number of employees so designated shall not exceed two (2) percent of the employees in each respective Unit covered by this MOU. Employees so designated shall receive two hundred sixty (260) layoff points in addition to layoff points computed pursuant to Section 3. of this Article.
- D. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his/her former class and shall be subject to layoff in accordance with this procedure.

**Section 3. Computation of Layoff Points**

- A. Seniority Points

The equivalent of each year of full-time continuous service shall earn two hundred sixty (260) seniority points. The equivalent of each regularly scheduled full day of continuous service of a partial year shall earn one (1) seniority point.

- B. Demerit Points

For each point below three hundred (300) on the last "Performance Evaluation Report" for the class currently held by the employee, the employee shall earn five (5) demerit points. Demerit points shall only be used in the currently held class of an employee. Demerit points shall not be applied to an employee seeking to enter a lower class through voluntary reduction in lieu of layoff.

C. Layoff Points

Layoff points shall be computed by subtracting demerit points, if any, from seniority points.

**Section 4. Notification of Employees**

- A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work, whenever practicable.
- B. It is the intent of the parties that the number of layoff notices initially issued shall be limited to the number of positions by which the workforce is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 5. of this Article.
- C. The notice of layoff shall include (1) the reason for the layoff, (2) the proposed effective date of the layoff, (3) the employee's hire date, (4) the employee's layoff points, (5) a list of classes in the employee's occupational series within the layoff unit, (6) the employee's rights under Sections 5. and 6. of this Article, and (7) the right of the employee to advise the Authority of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

**Section 5. Voluntary Reduction in Lieu of Layoff**

- A. A full-time promotional probationary or full-time regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit, provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer layoff points than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the fewest number of layoff points shall be subject to layoff. Except as provided in Section 2.A.2. of this Article, part-time employees subject to layoff may not request that a voluntary reduction in lieu of layoff be considered if there is no vacant position available.
  - 1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work, following actual receipt of the notice, to notify the Authority in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the Authority of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

2. Employees who receive notice other than by personal service at work shall have five (5) calendar days, excluding weekends and holidays, following the date the person is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following date of proof of service by mail, to notify the Authority of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
3. Failure by an employee to respond to the Authority pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class and that the employee's hire date stated in the layoff notice was correct.
4. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

**Section 6. Voluntary Reduction From Classes Designated as Vulnerable to Layoff**

An employee in a class designated by the Authority as vulnerable to layoff may request a voluntary reduction to any class, provided the employee possesses the minimum qualifications and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on AUTHORITY REINSTATEMENT LISTS pursuant to Section 7.A.3. of this Article.

**Section 7. Reinstatement Lists**

- A. The following persons shall be placed on AUTHORITY REINSTATEMENT LISTS as provided in Sections 7.A.1., 7.A.2., and 7.A.3. of this Article in the order of their respective layoff points with the person having the largest number of layoff points listed first:
  1. Persons Laid Off—The names of persons laid off shall be placed on a REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.
  2. Persons Who Exercise Their Rights Under Section 5. of this Article—The names of persons who exercise their rights under Section 5. of this Article shall be placed on a REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.
  3. Persons Who Voluntarily Reduce Under the Provisions of Section 6. of this Article—The names of persons who were voluntarily reduced under the provisions of Section 6. of this Article shall be placed on a REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such Lists.

4. Positions to be filled shall be offered first to persons on the REINSTATEMENT LIST for that class, starting at the top of the List. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must first meet the minimum qualifications and pass any required performance tests for that class.
- B. Names of persons placed on the REINSTATEMENT LIST shall remain on the Lists for two (2) years, except that:
1. A person who, on two (2) separate occasions, rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the Lists for that class.
  2. A person who, on three (3) separate occasions, declines referral for interviews in a particular class shall be removed from the Lists for that class.
  3. An employee who, upon retirement, signs a statement electing not to be eligible for reinstatement under this provision shall have their name excluded from the aforementioned Lists.
- C. REINSTATEMENT LISTS shall be available to the OCEA and affected employees upon reasonable request.

**Section 8. Status on Reinstatement**

- A. An employee who has been laid off under the provisions of this Article and is subsequently reinstated in a regular or limited-term position within a two (2) year period from the date of their layoff shall receive the following considerations and benefits:
1. All sick leave credited to the employee's account when laid off shall be restored.
  2. All seniority points held upon layoff shall be restored.
  3. All prior service shall be credited for the purpose of determining sick leave and vacation accrual rates and service awards.
  4. The employee shall be placed in the salary range as if the employee had been on Leave of Absence Without Pay.
  5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay, except that a probation period shall be established as determined by Article III, Section 3.B., if reinstatement is in a higher class or an occupational series different from that employed in at the time of layoff.
- B. An employee who has voluntarily reduced under the provisions of this Article and is subsequently reinstated in a regular or limited-term position

in the class from which the employee reduced within a two (2) year period from the date of reduction shall receive the following considerations:

1. The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay or at the step on the salary range closest to, but that does not exceed, the employee's salary in the lower class, whichever is higher.
2. The merit increase eligibility date shall be reestablished as determined by the Assistant Chief/Human Resources Director.
3. The probationary status of the employee shall be as if the employee has been on a Leave of Absence.

C. An employee who is voluntarily reduced under the provisions of this Article and is subsequently reinstated within a two (2) year period from the date of reduction in a class higher than the one from which the employee was reduced shall receive the following considerations:

1. The employee shall be deemed returned to the class from which the employee had been reduced as provided in Section 8.B. of this Article.
2. The employee's salary, probation period, and merit increase eligibility date shall be determined by treating the employee as though they are being promoted from such class.

## ARTICLE XI

### ON-THE-JOB INJURIES, WORKERS' COMPENSATION

#### **Section 1. Medical Treatment**

Whenever an employee sustains an injury, illness or disease arising out of and in the course and scope of Authority employment and requires medical treatment, the employee shall obtain treatment pursuant to the appropriate California Labor Code sections.

#### **Section 2. Disability Payments and Leave**

- A. If an employee is injured and files a workers' compensation claim, their claim will be assessed to be determined if it will be accepted by the Authority. While it is being assessed (i.e., prior to a determination being made as to whether it will be accepted) if the employee is unable to work, they have the right to use accrued sick leave, paid annual leave (PAL), compensatory time off and vacation, in that order. If the claim is accepted, the employee shall receive workers' compensation supplement pay (which is taxable), which – when added to the workers' compensation temporary disability benefit of 66.67% (pursuant to statutory maximums and minimums) – shall equal eighty percent (80%) of the employee's regular wages, not inclusive of overtime, unless part of the employee's regularly scheduled hours. Workers' compensation supplemental pay shall begin the same day as the workers' compensation temporary disability benefits. If an employee is then receiving temporary disability benefits and supplement pay, they may use any accrued leaves to receive the difference between eighty percent (80%) of this pay (received through temporary disability payments and supplemental pay) and one hundred percent (100%) of their pay. Under no circumstances may an employee receive more than one hundred percent (100%) of their pay after filing a workers' compensation claim. The maximum amount of time supplemental pay will be provided is one year. After one year, if the employee remains off of work on workers' compensation leave and still has leave accruals, they will be permitted to use those accruals to make up the difference between temporary disability benefits (if still eligible) and one hundred percent (100%) of their regular compensation.
- B. The employee shall not accrue sick leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.
- C. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered Authority service for merit increase eligibility and completion of the probation period.

- D. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at their option, use sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Section 2.A. of this Article.
- E. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of Authority seniority and determination of sick leave and vacation earning rates.

**Section 3. Exposure to Contagious Diseases**

Whenever an employee is compelled by direction of an Authority-designated physician to be absent from duty due to on-the-job exposure to a contagious disease, the employee shall receive regular compensation for the period absent from duty. If there is statutory leave that may be used for this purpose, the employee shall use that leave.

**Section 4. Injury to Volunteer Reserve Firefighter**

Whenever an employee who is also a Volunteer Reserve Firefighter is compelled to be absent from their regular employment due to injury arising out of and in the course of their volunteer service as a Volunteer Reserve Firefighter, such employee shall receive temporary disability and/or permanent disability as prescribed by the California Labor Code relative to workers' compensation benefits.

## ARTICLE XII

### SAFETY

#### **Section 1. General Provisions**

Recognizing that a safe work environment is of substantial benefit to both the Authority and employees, the Authority and OCEA mutually agree to the following safety program:

1. No employee shall be required to work under conditions dangerous to the employee's health or safety.
2. The Authority shall make every reasonable effort to provide and maintain a safe place of employment. The OCEA shall urge all employees to perform their work in a safe manner. Employees shall be alert to unsafe practices, equipment, and conditions and shall report any such unsafe practices, equipment, or conditions to their immediate supervisors. Employees shall follow safe practices and shall obey reasonable safety rules during the hours of their employment.
3. Any employee who either does not receive an answer to a safety-related question from their supervisor within three (3) days or receives an answer that the employee deems unsatisfactory may directly contact the designated Authority Safety Officer.
4. Any employee who is directed to perform a task that the employee, in good faith, feels is unsafe may request an immediate investigation from the designated Authority Safety Officer. During the period that the Safety Officer is conducting an investigation, the employee shall be assigned to other work at no loss of earnings. If the designated Authority Safety Officer concludes the task complained of is safe, the employee shall perform the work as instructed.
5. The Authority shall furnish all equipment that is necessary for employees to perform their job in a safe manner.
6. Wherever practicable, the Authority shall provide the necessary first aid kits and first aid training at each location.

#### **Section 2. Safety Inspection**

During inspection of Authority facilities conducted by the appropriate state agency for the purpose of determining compliance with the California OSHA requirements, an OCEA-designated employee shall be allowed to accompany the inspector while the inspector is on site. The employee so designated shall suffer no loss of pay when this function is performed during the employee's regularly scheduled work hours.

**Section 3. Safety Representative**

- A. One (1) primary safety representative and one (1) alternate safety representative of the Association who serves on the Authority's Safety & Occupational Health Committee may be selected by OCEA to meet at least once a month, upon request, with the designated Authority Safety Officer.

The safety representative shall bring any safety or health complaints received to the OHS Committee for review and comment, and Safety Officer investigation. Any high exposure or risk matters shall be provided immediately to the Safety Officer to address and investigate.

**Section 4. Resolution of Safety or Health Complaints**

If a safety or health complaint is not satisfactorily resolved, the safety representative may request to meet with the designated Authority Safety Officer to resolve the complaint. If the complaint is not resolved, a grievance may be filed.

**Section 5. Abatement of Violations**

In any instance in which the Authority is cited for a violation of California OSHA, the Authority shall abate the cited hazard to health or safety within the abatement period required.

**ARTICLE XIII**

**INSURANCE**

**Section 1. CalPERS Health Care**

- A. The Authority shall continue to maintain its contract with the California Public Employees' Retirement System (CalPERS) for employees' health care coverage.
- B. The Authority shall contribute towards the payment of health care premiums, under the CalPERS Health Benefits Plan, on behalf of each eligible active employee and each eligible retiree, an equal contribution as set forth in California Government Code § 22892 and the Public Employees' Medical and Hospital Act (PEMHCA). That amount is equal to the annual CalPERS statutory minimum which is \$151 for 2023, and a yet undetermined amount for years following 2023. For the purposes of health insurance only, eligible active employees include the following:

1. Full-time regular, limited-term or probationary employees who, upon hire or starting in the position, are reasonably expected to average thirty (30) or more hours of service per week [i.e. one hundred thirty (130) hours per month]; and
2. Part-time regular, limited-term or probationary employees who, upon hire or starting in the position, are reasonably expected to average at least twenty (20) hours of service per week.

- C. The Authority shall provide to each eligible employee a health flex contribution to purchase health benefits under its Section 125 of the Internal Revenue Code ("Cafeteria Plan"). Section 125 (Cafeteria) Plan:

1. The Authority shall provide to each full-time employee, as defined in Section 1.B.i of this Article, a health flex contribution of the greater of:

Employee Only Coverage: 100% of the health plan premium selected by the employee.

Employee + Dependent Coverage: 75% of the health plan premium selected by the employee.

If 100% of the cost of the employee only plan exceeds the cost of 75% of the two party or family plans actually selected by the employee, then an employee may elect dependent coverage and receive a contribution from the Authority of the cost of the employee plan (i.e., the greater amount).

This amount shall include the contribution towards the employee's Cafeteria Plan as set forth in GC § 22892 and PEMHCA. Any balance of the employee's health care premium selection not covered by the health flex contribution shall be deducted from the employee's paycheck. The health flex contribution shall

not be cashed out or applied to non-health benefits (for example, dependent care).

2. The Authority shall provide to each part-time employee, as defined in Section 1.B.ii of this Article, a health flex contribution as follows:

Employee Only Coverage: 50% of the health plan premium selected by the employee.

Employee + Dependent Coverage: 37.5% of the health plan premium selected by the employee.

This amount shall include the contribution towards the employee's Cafeteria Plan as set forth in GC § 22892 and PEMHCA. Any balance of the employee's health care premium selection not covered by the health flex contribution shall be deducted from the employee's paycheck. The health flex contribution shall not be cashed out or applied to non-health benefits (for example, dependent care). Health care coverage and other benefits provided as part of the Cafeteria Plan shall be terminated for any employee whose normal workweek is reduced to less than twenty (20) hours.

D. Eligible Opt-Out Arrangement:

1. Upon providing reasonable evidence of alternative coverage as required by the ACA's Eligible Opt Out Arrangement rules (below), other than an Authority funded or administered plan, a full-time employee as defined in Section 1.B.i of this Article, shall be entitled to a dollar amount equivalent to fifty percent (50%) of the cost of the highest employee only PPO plan offered to full-time employees in this bargaining unit. This amount will be paid bimonthly and will be computed and applied in accordance with the following steps:

Step 1: Identify the highest employee-only PPO Premium offered by the Authority to unit employees living in the Orange County area.

Step 2: Multiply the amount identified in Step 1 by one half (.5) to determine the 50% amount.

Step 3: Multiply the amount identified in Step 2 by thirteen to determine the annual cash benefit.

Step 4: Divide the amount determined in Step 3 by 24 to establish the amount to be applied on a bimonthly basis beginning with pay period 1.

The employee will receive this dollar amount in lieu of the amount provided in Section 1.C.1. of this Article. The employee may be apply the amount received towards benefits offered under the Cafeteria Plan, including accidental death

and dismemberment insurance or receive it as taxable cash. The dollar amount will be reviewed annually and will be adjusted effective the first full pay period in January of each year. The adjustment will be based on the cost of the highest employee only PPO plan in effect January 1 of that year, offered to full-time employees in this bargaining unit.

2. Part-time employees (regular, limited term or probationary) are subject to the same provisions as full-time employees in Section 1D of this Article, except that for those employees who opt-out, they shall be entitled to a dollar amount equivalent to twenty-five percent (25%) of the cost of the highest employee only PPO plan offered to full-time employees in this bargaining unit.
3. Pursuant to the Affordable Care Act (ACA) Employer Mandate “affordability” determination, an Eligible Opt-Out Arrangement requires the following for employees who opt-out of employer-provided health coverage and receive cash in lieu:
  - a. Employee must provide reasonable evidence that the employee and each member of the employee’s expected tax family (individuals the employee expects to claim personal exemption deduction) have or will have minimum essential coverage (other than coverage in the individual market, whether or not obtained through Covered California) during the period of coverage to which the opt-out arrangement applies;
  - b. The opt-out payment may not be made if the employer knows or has reason to know that the employee or any other member of the employee’s expected tax family does not have or will not have the alternative coverage;
  - c. The evidence of alternative coverage must be provided every plan year to which the eligible opt-out arrangement applies; and
  - d. The reasonable evidence, which can be a simple attestation by the employee, must be provided no earlier than a reasonable period of time before the plan year begins.
- E. The Authority may reopen negotiations if there are changes that occur in connection with the Affordable Care Act.

## **Section 2. Health Plan Enrollment**

- A. Newly hired eligible employees must enroll for coverage in health plans within the first 60 days of employment. If the employee fails to enroll within the first 60 days of employment, they must either wait until the next open enrollment period or ninety (90) days after submission of a late enrollment form. Health plan coverage shall become effective the first day of the month following submission to the Authority of the Health Benefit Enrollment form.
- B. Employees, who are terminated due to disciplinary action or reduction in force or who voluntarily resign from employment, may continue their health care coverage until the end of the month following the month in which the employee is terminated. However, the Authority’s contribution towards the employee’s

health care coverage the month following termination shall be in accordance with California Government Code Section 22892, i.e., the PEMHCA statutory minimum amount.

- C. An employee shall be given the opportunity to enroll in a medical plan or to change medical plans on the effective date their retirement.
- D. In all health plans, the Authority shall provide a minimum one (1) month period, each fiscal year, for open enrollment of employees, employees' dependents, and retirees.
- E. Two (2) full-time employees, married to each other or in a registered domestic partnership, who elect coverage in the same health plan shall be enrolled as employee and dependent. Such employees shall have the full cost of coverage for employee and dependents paid by the Authority. Employees shall not, however, be enrolled simultaneously in an Authority health care plan and a health plan administered by the Orange County Professional Firefighters Association, Local 3631, as either an employee or dependent.

**Section 3. Other Insurance Coverage**

- A. OCEA shall continue to maintain a trust fund, approved by the State of California, for the sole purpose of providing disability and other group insurance coverages for employees.
- B. The Authority shall, on a biweekly basis, forward thirty (30) cents per hour for all regular hours paid for all employees for deposit in said State-approved trust fund. The Authority shall forward, at least monthly, an amount equal to thirty (30) cents for each regularly scheduled hour in each full pay period of unpaid leave that meets the requirements of Family Leave pursuant to Article V, Section 11, and applicable law.
- C. Insurance coverages provided through the trust fund with monies contributed by the Authority shall be made available by the OCEA to all employees on an equal basis regardless of membership status.
- D. The OCEA shall indemnify and hold the Authority harmless from any claims or legal actions brought under this Section.
- E. Not more than once each year, the OCEA—upon request—shall provide the Authority with a copy of any report provided to the Insurance Commission and shall provide a statement of the participation and plan cost for the past year for each program of the trust fund. The OCEA also agrees to provide the Authority with the specifics of any benefit plan changes as they occur.

**Section 4. Retiree Medical Insurance Grant ("Defined Benefit Plan")**

- A. Retiree Medical Insurance Grant

1. The Authority shall administer a Retiree Medical Insurance Grant plan, which will also be referred to herein as a "defined benefit plan," for employees who have retired or terminated from Authority service and who meet the eligibility requirements as set forth in Section 4.B. of this Article. During the term of this MOU, the parties agree that either side may reopen labor negotiations on the topic of retiree medical insurance if being discussed with Local 3631 and the COA.
2. Upon paid Authority retirement, an eligible retiree who has enrolled in a "qualified health plan" (as defined in the Authority Retiree Medical Plan effective January 1, 1997) or in Medicare as stated in the Retiree Medical Plan and required by the "qualified health plan," shall receive a Retiree Medical Insurance Grant.
3. An eligible former employee who terminated from Authority service prior to retirement, who is 55 years of age or older, and who is enrolled in a recognized health plan or Medicare as stated in the Retiree Medical Plan and required by the "recognized health plan," shall receive a Retiree Medical Insurance Grant.
4. The Retiree Medical Insurance Grant may be applied only towards the cost of retiree and dependent coverage in a "qualified health plan," as reimbursement for a portion of the cost of eligible former employee and dependent coverage in a recognized health plan and/or Medicare premiums as provided in Sections 4.A.4.a., 4.A.4.b., and 4.A.4.c. of this Article.
  - a. Effective January 1, 2023, the Retiree Medical Insurance Grant is an amount based on thirty one dollars and seventy seven cents (\$31.77) per month for each full year of service to a maximum of seven hundred ninety four dollars and twenty five cents (\$794.25) per month. On January 1 of each calendar year, the amount of such Retiree Medical Insurance Grant shall be adjusted by the average percentage increase in Authority health plan premiums no later than the effective dates of such increase, not to exceed five percent (5%) per year. In no case shall the Retiree Medical Insurance Grant exceed the actual cost of the health insurance and/or Medicare premiums.
  - b. All Authority employees who retire from the Authority and become eligible for a Retiree Medical Insurance Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in an Authority "qualified health plan" and shall have ninety (90) days after attaining age sixty-five (65) to enroll in Medicare. Should a retiree fail to enroll in either a "qualified health plan" or Medicare during the aforementioned periods or should they terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Retiree Medical Insurance Grant.
  - c. All former employees who did not retire from the Authority and who are eligible for a Retiree Medical Insurance Grant shall not receive the Grant

until such employees reach age 55 and request the Authority to commence distribution of the Grant no later than 90 days from the former employee's 55th birthday. Upon such request, the eligible former employees must show proof of enrollment in a recognized health plan. A reimbursement for a portion of the cost of premiums will be provided to the eligible former employees in accordance with the Retiree Medical Plan provisions. The eligible former employees will be required to provide the Authority with a copy of the premium bill and cancelled check or other recognized proof of payment for reimbursement.

B. Eligibility Requirements for Retiree Medical Insurance Grant

1. Retiree must be actively retired from the Authority and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). An eligible former employee must be at least age 55 and enrolled in a recognized health plan.
2. Only employees hired before January 1, 2007, shall be eligible to participate in the Retiree Medical Insurance Grant Plan.
3. Retiree or eligible former employee must have retired or terminated employment with the Authority with at least one (1) year of service (2080 hours), except as provided in Section 4.B.3.a., b., and c. of this Article.
  - a. A retiree of the Authority who receives a service-connected disability retirement from OCERS shall be eligible for a Retiree Medical Insurance Grant equal to either ten (10) years of service or actual years of service, whichever is greater.
  - b. A retiree who receives a non-service connected disability retirement shall be eligible for a Retiree Medical Insurance Grant based on actual years of service.
  - c. A separated employee who is less than 55 years of age or is under normal retirement age or is under normal retirement age who has requested a service or non-service connected disability retirement shall not be eligible to receive the Retiree Medical Insurance Grant until a determination of disability status is made by the Board of Retirement.
4. All eligible retirees, eligible former employees, and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Retiree Medical Insurance Grant. All eligible retirees, eligible former employees, and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Retiree Medical Insurance Grant.
5. Deferred Retirement
  - a. An employee who, upon separation from Authority service, is eligible for paid retirement and elects deferred retirement must defer participation

in the Retiree Medical Insurance Grant until such time as they become an active retiree. However, in order to be eligible for health care coverage provided by CalPERS, retirement must not be deferred for more than one hundred twenty (120) days after the employee separates from Authority service.

- b. An employee with one (1) year of service (2080 hours), who is not eligible for paid retirement at the time they separate from Authority service and elects deferred retirement status, shall not become eligible for participation in the Retiree Medical Insurance Grant until they become 55 years of age.
6. For purposes of this section, a full year of service shall mean those regular hours of service the employee worked as a regular, limited-term, and/or probationary employee. Two thousand eighty (2,080) regular hours, exclusive of overtime, shall equal one (1) full year of Service.

C. Employee Contribution

All employees hired before January 1, 2007 covered by this MOU shall contribute four percent (4%) of their base salary, exclusive of overtime and specialty pay, through payroll deduction to the Authority to be applied to the Plan.

D. Survivor Benefits

1. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty percent (50%) of the Retiree Medical Insurance Grant authorized for the retiree.
2. A surviving eligible retiree or eligible former employee who qualifies for a monthly retirement allowance and who was married to a retiree or eligible former employee who was also eligible for a Retiree Medical Insurance Grant shall receive the survivor benefit described in Section 4.E.1. of this Article or their own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants.

**Section 5. Defined Contribution Plan for Retiree Medical Benefits**

- A. The Authority will provide the defined contribution Plan only to employees hired on or after January 1, 2007.
- B. All employees hired on or after January 1, 2007, will be required to contribute four percent (4%) of base salary, exclusive of overtime and specialty pay, to the defined contribution Plan. Employees will not be permitted to contribute more than four percent (4%) of base salary towards the Plan.
- C. Employees hired before January 1, 2007, shall not be eligible to participate in the defined contribution Plan. Eligibility for plan participation is based on the employee's most recent date of hire with the Authority.

**Section 6. Flexible Spending Accounts**

- A. Medical Flexible Spending Account - The Authority will administer a Medical Flexible Spending Account that will allow employees to contribute pre-tax dollars into an account that can be used throughout the year on qualified medical, dental, and vision expenses for both the employee and their dependents.
  
- B. Dependent Care Flexible Spending Account - The Authority will administer a Dependent Care Flexible Spending Account that will allow employees to receive reimbursement of eligible, work-related dependent care expenses using pre-tax dollars.

## ARTICLE XIV

### UNIFORMS

#### Section 1. Uniforms

- A. The Authority shall provide and/or launder uniforms for all employees who are currently provided uniforms.
- B. The Authority provides appropriate boots and safety footwear for all employees who are currently provided boots and safety footwear.

When an employee requests a required wildland boot, other than those provided by the Authority, the Authority may – at its sole discretion – authorize such employee to purchase an alternative Authority-approved wildland boot. In such cases, the employee shall be reimbursed for their cost of purchasing the Authority-approved wildland boots to a maximum of three hundred dollars (\$300) per pair per calendar year. The date of purchase will determine the calendar year to which the reimbursement applies. For employees who received the boot reimbursement between January 1, 2023 and June 30, 2023, they shall become eligible to receive the boot reimbursement on January 1, 2024 and then each calendar year thereafter.

- C. This benefit may be expanded to other classes within management's discretion based on operational needs.

## **ARTICLE XV**

### **RETIREMENT**

#### **Section 1. Eligibility**

Eligible employees in the Unit are included in the Orange County Employees Retirement System (OCERS) as determined by their date of entry into eligible service.

#### **Section 2. Final Compensation For Legacy Members of OCERS**

“Final Compensation” for Legacy Members of OCERS, in accordance with Government Code section 31462(a) "Final compensation" means the average annual compensation earnable by a member during any three years elected by a member at or before the time he or she files an application for retirement, or, if he or she fails to elect, during the three years immediately preceding his or her retirement. If a member has less than three years of service, his or her final compensation shall be determined by dividing his or her total compensation by the number of months of service credited to him or her and multiplying by 12.

#### **Section 3. Cost of Living Adjustments**

Members' normal cost-of-living contributions shall be adjusted subsequent to and in accordance with actuarial recommendations adopted by the Board of Retirement and the Authority Board.

#### **Section 4. Retirement Formulas and Employee Contributions**

##### **A. Employees Hired Prior to July 1, 2011**

1. Retirement Formula: These employees receive the 2.7% @ 55 formula in accordance with Government code section 31676.19.

Employee Contribution: Employees in the bargaining unit shall pay no higher than their maximum employee contribution (based on age of entry into OCERS).

2. At any time in the future, if there are increases to the maximum employee contribution to OCERS, employees will pay their maximum employee contribution as required by OCERS.

##### **B. Employees Hired After July 1, 2011 Who Are Legacy Member under OCERS**

1. Retirement Formula: These employees receive the 2% @ 55 formula in accordance with Government code section 31676.16.

2. Employee Contribution: Employees in the bargaining unit shall pay no higher than their maximum employee contribution (based on age of entry into OCERS).

3. At any time in the future, if there are increases to the maximum employee contribution to OCERS, employees will pay their maximum employee contribution as required by OCERS .
- C. For Employees Hired on or After January 1, 2013 who are considered “New Members” Within the Meaning of PEPRA.
1. These employees receive the “2.5% @ 67” retirement formula per Government Code section 7522.20(a), utilizing the average three highest years of compensation per Government Code section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement.
  2. Employee contribution – These employees shall pay one half the normal cost as defined by the PEPRA.

## **ARTICLE XVI**

### **DEFERRED COMPENSATION**

An employee in a regular or limited-term position may, at their request, participate in the Authority's Deferred Compensation Plan by making contributions to the plan up to the maximum amounts permitted by law.

## **ARTICLE XVII**

### **OCEA RIGHTS**

#### **Section 1. Payroll Deductions**

- A. Membership dues of OCEA members and insurance premiums for such OCEA-sponsored insurance programs shall be deducted by the Authority from the pay checks/direct deposits of such members. The Authority shall transmit the dues and insurance premiums so deducted to OCEA on a monthly basis.
- B. OCEA shall notify the Authority, in writing, as to the amount of dues uniformly required of all members of OCEA and also the amount of insurance premiums required of employees who choose to participate in such programs.
- C. It is OCEA's responsibility to inform the Payroll Section as to which members of the bargaining unit are members of OCEA. OCEA shall inform the Payroll Section in writing of any changes in the membership status of any OCEA members. Employee requests to cancel or change deductions shall be directed to the Association. The Association shall indemnify the Authority for any claims made by an employee for deductions made in reliance on that information.
- D. The Association agrees to indemnify, defend, and hold the Authority and its employees harmless from any claims, demands, expenses, losses, liabilities, and/or damages arising from the operation of this Section.

#### **Section 2. Employee Information Listing**

Once each quarter, during the term of this MOU, the Assistant Chief/Human Resources Director shall provide OCEA with a listing of all OCEA-represented employees. Such listing shall include employee name, job classification, section, base hourly rate, hire date, and step. The Authority shall also provide OCEA with any other information needed pursuant to Article XIII, Section 3.

#### **Section 3. Use of Bulletin Boards**

Space shall be made available to OCEA on Authority bulletin boards, provided such use does not interfere with the needs of the Authority, and material posted is not derogatory to the Authority, Authority employees, or other employee organizations. Material which interferes with the needs of the Authority or is derogatory may be removed by the Authority. Notices shall be dated and signed by the authorized representatives of OCEA responsible for their issuance.

#### **Section 4. Use of Authority Facilities**

OCEA may, with the approval of the Assistant Chief/Human Resources Director, hold meetings of their members on Authority property during non-working hours, provided request is made to the Assistant Chief/Human

Resources Director as to the specific location and dates of the meeting prior to such meeting.

## **ARTICLE XVIII**

### **SEPARABILITY**

In the event any provision(s) of this MOU are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire MOU, it being the express intent of the parties that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE XIX**

### **MAINTENANCE OF MEMBERSHIP**

Employees in OCEA-represented Units who have authorized deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the Authority during the term of this MOU, provided that employees in such Units may terminate such Association dues by submitting a request to OCEA during the pay period of April 1, 2026, through April 30, 2026. OCEA will certify the termination of membership dues to the Business Services Department, Payroll Section.

## **ARTICLE XX**

### **RECOGNITION**

Pursuant to the Employee Relations Resolution of the Orange County Fire Authority and applicable State law, the Orange County Employees Association is the exclusively recognized employee organization for the General Unit and Supervisory Management Unit for classes in effect during the term of this MOU. Said classes are listed in Appendix A.

## ARTICLE XXI

### POSITION CLASSIFICATION

#### **Section 1. Establishment of New Classes**

The Authority shall provide the OCEA an information copy of the new class specification for any proposed class relevant to OCEA represented Units. The Authority agrees to meet and confer with the OCEA in an attempt to reach agreement on the salary range for any such proposed class before submitting the class to the Board for adoption.

#### **Section 2. Requesting Classification Studies**

- A. Employees and the OCEA may request a classification study be conducted to address problems or studies involving small numbers of employees where the issue is a question of allocating a position to the appropriate class. Such requests may be submitted to the Assistant Chief/Human Resources Director. The Assistant Chief/Human Resources Director shall respond to such requests as soon as practicable. Appropriate responses include, but are not limited to, denial of a request or a recommendation that a classification study be conducted. Classification Maintenance Reviews, as defined in Section 2.B. of this Article, are excluded from this provision.
  
- B. Classification Maintenance Review is defined as: 1) any study involving all positions in a class or series, except for a class or series with five (5) or fewer positions; 2) any study involving all positions in an organizational unit concept, or where a minimum qualification salary relationship is at issue.

## ARTICLE XXII

### **JOINT LABOR-MANAGEMENT COMMITTEE**

For the term of this MOU, the Parties agree to establish a standing Joint Labor-Management Meeting to be held monthly. This meeting shall involve Authority representation from Executive Management and Human Resources and official OCEA representation. These meetings shall be co-chaired by both Parties and conducted for the purposes of facilitating effective communications and establishing assignment-specific joint labor-management committees or task forces as needed. The Parties shall share responsibility for moving issues forward toward resolution. With mutual consent, the frequency of the meetings may be altered as appropriate or by the Authority as necessary.

#### **Section 1. Purpose**

- A. In order to achieve and maintain beneficial relationships through continuing communications, the OCFA and the OCEA do hereby establish a Joint Labor-Management Committee for the OCEA represented Unit. The purpose of the Committee is to discuss, explore, study, and resolve problems referred to it by the parties of this MOU. The Committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored, and studied and make recommendations for implementation.
- B. In order to have a frank and open discussion, the Committee shall have no authority to change, delete, or modify any of the terms of this MOU or to settle any grievance being processed under a different Article of this MOU. When mutually agreed upon, the Committee's discussions shall not be publicized.

#### **Section 2. Committee Membership**

- A. OCEA—Two (2) employee representatives of the OCEA-represented Unit and one (1) OCEA staff representative.
- B. OCFA— Assistant Chief/Human Resources Director or designee and two (2) designated management representatives.
- C. Substitutes may be chosen by mutual consent, but it is recognized that a continuity of membership is desired. The two (2) employee representatives and the two (2) designated management representatives may be rotated every eighteen (18) months.

**Section 3. Chairperson Responsibilities**

Chairperson responsibilities shall alternate monthly between the OCEA and OCFA management. Each party shall determine whether there shall be a permanent chairperson or rotating chairpersons.

**Section 4. Conduct of Meetings**

- A. Meetings shall be held quarterly or more frequently as needed and shall be no more than (2) hours in length, unless the nature of business warrants extension thereof. However, interim meetings may be held if mutually agreed to by the Committee.
- B. An agenda shall be submitted to both Parties forty-eight (48) hours prior to the meetings. At the first meeting, a specific day and time shall be selected for future meetings. Topics not on the agenda shall not be discussed but shall be placed on the following month's agenda. Emergency items may be added by mutual consent. The agenda shall include a brief discussion of each item to be discussed. Discussion of agenda topics shall be alternated, with the party occupying the chair exercising the right to designate the first topic.

**Section 5. General Guidelines**

- A. It is not the intent of this Committee to serve as a substitute for other specific administrative, judicial, or quasi-judicial agencies.
- B. No grievances or disciplinary actions being processed under another part of this MOU shall be discussed, and no bargaining shall take place.
- C. Topics that could lead to grievances may be discussed.
- D. Each person wishing to speak shall be recognized by the Chairperson before speaking.
- E. The Chairperson shall recognize a motion from either party to table a topic for further study. No topic may be tabled more than once, unless by mutual consent.
- F. Each topic shall be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled. When mutually satisfactory decisions are not reached, the parties may pursue such topics in any other manner that is lawful.

## ARTICLE XXIII

### COMPENSATION

#### **Section 1. Base Salary Adjustments**

- A. Effective May 5, 2023 (pay period 11), employees in the unit shall receive a four and one-half percent (4.5%) base salary increase.
- B. Effective May 3, 2024 (pay period 11) the pay period which includes the date which is exactly one (1) year from the first salary increase provided in 2023, employees covered by the Agreement shall receive a three and one-half percent (3.5%) base salary increase.
- C. Effective May 2, 2025 (pay period 11) the pay period which includes the date which is exactly two (2) years from the first salary increase provided in 2023, employees covered by the Agreement shall receive a two and three-quarters percent (2.75%) base salary increase.
- D. Effective May 1, 2026 (pay period 11) the pay period which includes the date which is exactly three (3) years from the first salary increase provided in 2023, employees covered by the Agreement shall receive a two and fifty-four one hundredths percent (2.54%) base salary increase.

#### **Section 2. Specialty Pay**

- A. Bilingual Pay
  1. Qualified employees who meet the following criteria shall receive an additional seventy-eight cents (\$0.78) per hour (approximately one hundred and thirty-five dollars per month) for all hours actually paid.
    - a. An employee must be conversant in one (1) of the pre-designated languages to qualify to receive bilingual pay:
      - Spanish
      - Vietnamese
      - Korean
      - American Sign Language
      - Chinese/Mandarin/Cantonese
    - b. Other languages may qualify on a case-by-case basis.
    - c. The employee must be approved by the Assistant Chief/Human Resources Director, or their designee.
  2. An employee shall not be eligible to receive bilingual pay for more than one language concurrently.

3. An employee on an approved workers' compensation leave shall receive bilingual pay (which will be considered part of their base wages) for the hours on leave. .
4. A bilingual employee may be called upon to speak or translate a second language at any time, as Authority needs dictate.

B. Educational Incentive Pay

1. An employee who meets the following criteria shall receive educational incentive pay:
  - a. Satisfactory completion of the equivalent of sixty (60) college-level semester units or completion of an approved course from Universal Technical Institute or equivalent).
    - i. The rate of educational incentive pay shall be two and one half percent (2.5%) of base salary for regularly scheduled hours.
  - b. Satisfactory completion of the equivalent of ninety (90) college-level semester units.
    - i. The rate of educational incentive pay shall be three percent (3%) of base salary per month, for regularly scheduled hours.
  - c. Satisfactory completion of a bachelor's degree from an accredited college or university.
    - i. The rate of educational incentive pay for a bachelor's degree shall be five and one half percent (5.5%) of base salary per month, for regularly scheduled hours.
  - d. The maximum attainable educational incentive pay is five and one half percent (5.5%) of base salary.
2. Educational incentive pay is not applied to overtime/backfill hours.
3. In order to receive educational incentive pay, the employee must:
  - a. Submit a written request to receive the educational incentive pay, and
  - b. Submit proof of qualification satisfactory to the Assistant Chief/Human Resources Director (grade cards, transcripts, and/or other verification from an accredited college-level educational institution shall constitute satisfactory proof of qualification).
4. Payment of the educational incentive pay shall begin with the pay period following verification of the employee's eligibility.

5. An employee on an approved workers' compensation leave shall receive educational incentive pay (which will be considered part of their base wages) for the hours on leave.

C. Air-Pack Certification Pay

1. Employees in the following classifications who have satisfactorily completed certification in Air-Pak 2.2/4.5/50 maintenance and overhaul issued by Scott Technical Services Group Health/Safety Products, or satisfactorily completed certification in oxygen system service/repair of all regulators, aspirators, selector valves, and demand valve testing shall receive air-pack certification pay:
  - Service Center Technician I/II/Senior Service Center Technician
  - Service Center Lead
2. The rate of air-pack certification pay shall be seventy (\$70) dollars per month, prorated on a biweekly basis.
3. Payment of the air-pack certification shall begin with the pay period following verification of the employee's certification.
4. An employee on an approved workers' compensation leave shall receive air-pack certification pay (which will be considered part of their base wages) for the hours on leave

D. ASE Certifications

The Authority will reimburse employees who test for the available ASE certifications up to two hundred seventy dollars (\$270) per year for the cost associated with testing for these certifications. Employees will need to show receipts for the costs associated with the testing to receive the reimbursement.

E. Emergency Medical Dispatch Pay

1. Employees in the following classifications who have completed an Authority-approved Emergency Medical Dispatch Class, and who are required to perform Emergency Medical Dispatching (EMD) in accordance with Authority-approved protocols shall receive emergency medical dispatch pay:
  - Fire Communications Dispatcher
  - Fire Communications Supervisor
  - Senior Fire Communications Supervisor
2. The rate for emergency medical dispatch pay shall be five percent (5%) of the employee's base hourly rate, prorated on an hourly basis for all hours paid.

3. Payment of the emergency medical dispatch pay shall begin with the pay period following verification of the employee's eligibility.
4. Emergency medical dispatch pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earnings of any benefits as provided by law.

F. Move-Up Supervisor Pay

1. Employees in the classification of Fire Communications Dispatcher who are assigned to perform temporary duties as a move-up supervisor in the absence of a Fire Communications Supervisor or Senior Fire Communications Supervisor shall receive move-up supervisor pay.
2. The rate for move-up supervisor pay shall be five percent (5%) of the employee's base hourly rate, prorated on an hourly basis for all hours worked in the temporary capacity.
3. The assigned employee shall be eligible for move-up supervisor pay for the following purposes:
  - a. Floor coverage during the meal-time period of the Fire Communications Supervisor or Senior Fire Communications Supervisor.
  - b. Floor coverage during periods of temporary absence of the Fire Communications Supervisor or Senior Fire Communications Supervisor such as training sessions, meetings, etc.
4. Move-up supervisor pay shall not apply to workers' compensation as part of the employee's base pay for the earnings of any benefits as provided by law.

G. Plan Review Pay

1. Employees in the following classifications who are regularly assigned the duties of Plan Reviewer shall receive Plan Review Pay based on assignment and certification qualifications:
  - Fire Prevention Specialist
  - Senior Fire Prevention Specialist
2. The rate for Plan Review Pay shall be seven and one-half percent (7.5%) of the employee's base hourly rate, prorated on an hourly basis for all hours paid.
3. An employee who regularly performs the duties of Plan Reviewer shall be eligible for Plan Review Pay upon successful completion of the Authority's certification requirements.
4. An employee on an approved workers' compensation leave shall receive Plan Review pay (which will be considered part of their base wages) for the hours on leave.

The conditions and application of the specialty pay for Assistant Fire Marshals who possess a California Professional Engineer License are as follows:

1. Employees in the Assistant Fire Marshal classification who possess a California Professional Engineer License in the fields of structural, civil, mechanical, chemical, or fire protection engineering, shall receive California Professional Engineer Specialty Pay. The status of the license must be clear with the State of California's Department of Consumer Affairs, Board for Professional Engineers, Land Surveyors, and Geologists.
2. The rate for California Professional Engineer Specialty Pay shall be five percent (5%) of the employee's base hourly rate, prorated on an hourly basis for all hours worked.
3. California Professional Engineer Specialty Pay shall begin with the pay period following verification of an employee's clear license.
4. An employee's California Professional Engineer License will be verified through the State of California's Department of Consumer Affairs, Board for Professional Engineers, Land Surveyors, and Geologists during the employee's annual evaluation. If the license is not clear, the California Professional Engineer Specialty Pay will cease with the pay period following the annual evaluation due date.
5. California Professional Engineer Specialty Pay shall be considered as part of the employee's base pay for the earnings of any workers' compensation benefits as provided by law.

#### H. Night Assignment Pay

1. An employee who is regularly assigned to a night assignment shall, in addition to his/her regular salary, receive night assignment pay.
2. For purposes of this Section, night assignment shall mean an assigned workday of seven (7) consecutive hours or more that includes at least four (4) hours of work between the hours of 4 p.m. and 8 a.m. Overtime that is worked as an extension of an assigned day assignment shall not qualify an employee for night assignment pay.
3. The rate of night assignment pay shall be five percent (5%) of the employee's base hourly rate, prorated on an hourly basis, with a minimum of sixty (60) cents per hour for all hours worked on night assignment.
4. Fire Communications Dispatchers, and Fire Communications Supervisors, regularly assigned to a twenty-four (24) hour workday shall not be eligible for night assignment pay.

Night assignment pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earnings of any benefits as provided by law.

#### I. ECC Communications Training Officer (CTO) Pay

1. Fire Communications Dispatchers who are assigned as trainers for newly hired Fire Communications Dispatchers will receive additional compensation — in addition to their regular pay - in the amount of fifteen percent (15%) of top-step Fire Communication Dispatcher salary for all hours worked (regular hours as well as overtime hours) during the time period assigned as trainers.
2. The newly hired Fire Communications Dispatchers will be trainees working alongside the trainers while on the dispatch floor in the Emergency Communications Center receiving training from the trainers regarding all aspects of the job of a Fire Communications Dispatcher. Each trainer will be linked to a particular trainee with the goal of the program to enable the new trainee to transition into a successful Fire Communications Dispatcher.

## **ARTICLE XXIV**

### **MANAGEMENT RIGHTS**

The Authority retains any rights, powers, or authority it had prior to the signing of this MOU, except as those rights are or may be, during the term of this MOU, directly or indirectly affected by this MOU or applicable law. Such rights shall include, by way of example, but not limitation, the right to manage the Authority and direct the workforce, including the right to hire, select, discipline, transfer, and assign work. Nothing in this provision shall be construed to restrict grievances concerning this MOU or to limit or waive the rights of the parties pursuant to law or this MOU.

## **ARTICLE XXV**

### **STRIKES**

During the term of this MOU, no work stoppages, strikes, slowdowns, or other concerted employee actions that can be interpreted as job actions shall be caused or sanctioned by the Association, nor shall any lockouts be caused by the Authority. In the event any employees covered by this MOU, individually or collectively, violate the provisions of this Article and the OCEA fails to make all reasonable efforts to halt the work interruption, OCEA and the employees involved shall be deemed in violation of this Article and the Authority shall be entitled to seek all remedies available to it under applicable law.

## **ARTICLE XXVI**

### **RELEASE TIME**

#### **Section 1. Release Time for Authority Business**

Notwithstanding release time provided under the Meyers-Milias-Brown Act (MMBA), when an Association officer is conducting business on behalf of and in the interests of the Authority, upon mutual agreement of the Assistant Chief of the department in which the Association officer is assigned, or in their absence, the Deputy Fire Chief, and the designated representative of the Association, the Association officer shall be released from duty at no expense to the Association.

#### **Section 2. Release Time for Association Business**

- A. Notwithstanding release time provided under the Meyers-Milias-Brown Act (MMBA), the Authority shall provide a mechanism whereby members of the OCEA represented Units shall be able to contribute vacation or compensatory time to a bank of hours to be used by the Association's designated representatives for conducting Association business.
- B. Employees within the OCEA represented Units shall be allowed to donate up to eight (8) hours per calendar year of vacation or compensatory time to a bank of hours to be used by the Association's designated representatives for conducting Association business.
- C. All donations shall be irrevocable.

#### **Section 3. Leave for OCEA Business**

The Authority shall allow an employee up to six (6) working days absence without pay during each fiscal year for the term of this MOU to perform official OCEA business, provided that:

1. OCEA shall make a request to the Assistant Chief/Human Resources Director at least ten (10) calendar days in advance.
2. OCEA shall not request that such leave be effective for more than four (4) employees on any workday.
3. The services of such an employee are not immediately required by the Authority, and other competent employees are available to do the employee's usual work.

#### **Section 4. OCEA Presidential Leave**

- A. Upon request by the OCEA, the Authority shall grant Presidential Leave with pay and benefits to designated OCEA representatives under the following provisions:
1. Presidential Leave shall be for a minimum of eight (8) hours.
  2. Presidential Leave is requested fourteen (14) calendar days in advance. Said Notice may be waived by mutual agreement.
  3. The OCEA promptly reimburses the Authority for all OCEA President salary expenses incurred during the Presidential Leave.
  4. The OCEA promptly reimburses the Authority for all benefit expenses incurred during the Presidential Leave.
  5. The employee shall continue to conform to the Authority's rules and regulations that are not inconsistent with Presidential Leave.
  6. There is not a compelling need for the employee to perform Authority work.
  7. The employee is a "standard" or better performer.
  8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on Authority operations, the Authority may reassign or transfer the individual to a less critical position in their class.
- B. Vacation and sick leave accrual rates shall apply to the employee as though they were on duty status.
- C. The duration of Presidential Leave, whether specified by hours for part-time employees or days for full-time employees, shall not count towards merit increase eligibility. A full-time employee's merit increase eligibility date, if applicable, shall be extended by the number of calendar days equal to the Presidential Leave. A part-time employee's merit increase eligibility date shall be extended to meet the required hours for a merit increase. This extended merit increase eligibility date shall be effective the first day of the pay period after said date.
- D. The duration of Presidential Leave, whether specified by hours for part-time employees or days for full-time employees, shall not count towards the probationary period. A full-time employee's probation period, if applicable, shall be extended by the length of the Presidential Leave. A part-time employee's probation shall be extended to meet the required hours for probation. The extended probation period shall end on the first day of the pay period following said extended date.

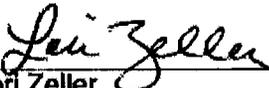
- E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.
- F. Layoff points shall not be affected by Presidential Leave.
- G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or canceled during the course of the emergency. The OCEA shall not be obligated for reimbursement costs listed in Sections 4.A.3. and 4.A.4. of this Article for the period that Presidential Leave is suspended or canceled. Provisions of Sections 4.A.1. through 4.A.8. of this Article shall be suspended during said emergency recall.
- H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

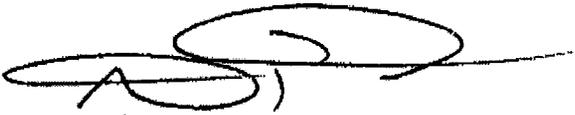
**CONTRACT SIGNATURES**

All terms and conditions set forth in this MOU are hereby certified and agreed upon this 27 day of April, 2023.

**The Orange County Fire Authority**

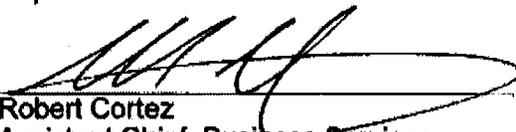
**The Orange County Employees Association**

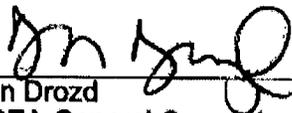
  
Lori Zeller  
Deputy Chief, Administration and Support

  
Aaron Peardon  
OCEA Senior Labor Relations Representative

  
Stephanie Holloman  
Assistant Chief, Human Resources Department

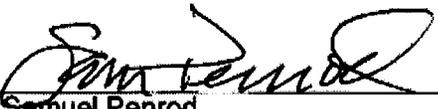
  
Jessica Salazar  
OCEA Labor Relations Specialist

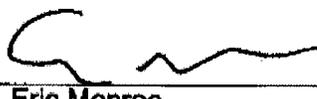
  
Robert Cortez  
Assistant Chief, Business Services Department

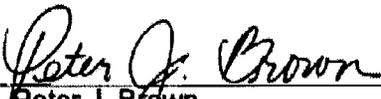
  
Don Drozd  
OCEA General Counsel

  
Terry (TJ) McGovern  
Deputy Chief, Emergency Operations Bureau

  
John Bowden  
OCEA Representative

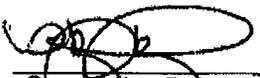
  
Samuel Penrod  
Human Resources Manager

  
Eric Monroe  
OCEA Representative

  
Peter J. Brown  
Labor Negotiator

  
Don Friedline  
OCEA Representative

  
Rich Swanson  
OCEA Representative

  
Samantha Solo  
OCEA Representative

## INDEX

### APPENDIX A

#### BARGAINING UNIT CLASSIFICATIONS

Classes included in the General Unit:

0540 Accountant  
0510 Accounting Support Specialist  
0930 Administrative Assistant  
0310 Assistant Purchasing Agent  
1615 Business Analyst  
0305 Buyer  
1115 Communications Installer I  
1110 Communications Installer II  
1120 Communications Technician  
2010 Emergency Transportation Technician  
1533 EMS Nurse Educator I  
1532 EMS Nurse Educator II  
0855 Environmental Health and Safety Analyst  
0843 Environmental Health and Safety Specialist  
0248 Equipment Parts Specialist  
0215 Equipment Technician I  
0220 Equipment Technician II  
0425 Essential Facilities Inspector  
0940 Executive Assistant  
0410 Facilities Maintenance Coordinator  
1210 Fire Communications Dispatcher  
1040 Fire Community Relations/Education Specialist  
1920 Fire Equipment Operator  
0260 Fire Helicopter Technician  
0150 Fire Prevention Analyst  
0110 Fire Prevention Services Specialist  
0130 Fire Prevention Specialist  
0120 Fire Prevention Trainee  
1520 Fire Training Program Specialist  
0616 Fleet Assistant  
1910 General Laborer  
1450 GIS Analyst  
1430 GIS Specialist  
1440 GIS Technician  
0210 Heavy Equipment Technician I  
0230 Heavy Equipment Technician II  
0734 Human Resources Analyst I  
0737 Human Resources Analyst II  
0710 Human Resources Specialist  
1340 Information Technology Analyst  
1310 Information Technology Help Desk Technician  
1335 Information Technology Specialist  
1325 Information Technology Technician

1610 Management Assistant  
1050 Multimedia Specialist  
0910 Office Services Assistant  
0920 Office Services Specialist  
0123 Permit Technician I  
0124 Permit Technician II  
0420 Project Specialist, Improvement  
1030 Public Relations Specialist  
0840 Risk Management Specialist  
0520 Senior Accounting Support Specialist  
1130 Senior Communications Technician  
0950 Senior Executive Assistant  
0140 Senior Fire Prevention Specialist  
1460 Senior GIS Analyst  
0720 Senior Human Resources Specialist  
1350 Senior Information Technology Analyst  
0630 Senior Service Center Technician  
0650 Service Center Lead  
0619 Service Center Technician I  
0620 Service Center Technician II  
0625 Supply Services Specialist  
1526 Training Program Analyst  
1525 Training Program Specialist  
0635 Urban Search and Rescue (US&R) Warehouse and Logistics Specialist  
1515 Wildland Resource Technician

Classes included in the Supervisory Management Unit:

0530 Accounting Support Supervisor  
0160 Assistant Fire Marshal  
1145 Communication Services Supervisor  
1531 EMS Nurse Educator Supervisor  
1220 Fire Communications Supervisor  
1045 Fire Community Relations/Education Supervisor  
0170 Fire Safety Engineer  
0250 Fleet Services Coordinator  
0240 Fleet Services Supervisor  
1470 GIS Supervisor  
1360 Information Technology Supervisor  
1051 Multimedia Supervisor  
0545 Payroll Supervisor  
0125 Permit Supervisor  
0249 Senior Equipment Parts Specialist  
1230 Senior Fire Communications Supervisor  
0270 Senior Fire Helicopter Technician  
0660 Service Center Supervisor  
0320 Supervising Purchasing Agent  
1510 Wildland Resource Planner