

**MEMORANDUM OF UNDERSTANDING
RELATING TO EMPLOYEES IN THE GENERAL AND SUPERVISORY
MANAGEMENT REPRESENTATION UNITS**

2006–2011

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 December 14, 2006, through December 13, 2011. Unless otherwise indicated herein, all provisions shall become effective December 14, 2006.

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 August 10, 2006, and approved by the Orange County Fire Authority Board of Directors on September 28, 2006.

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DEFINITIONS

The following terms as used in this Memorandum of Understanding 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, Fire Prevention, and Support Services.

DEPARTMENT HEAD shall mean an executive manager of the Authority who is responsible for a Department within the Authority (for example, Assistant Chief of Operations, Assistant Chief of Business Services, Assistant Chief of Fire Prevention, and Assistant Chief of Support Services).

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 his/her termination of employment with the Authority.

ELIGIBLE RETIREE mean 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 and covered by terms of this Memorandum of Understanding, except where the natural construction of this Memorandum of Understanding indicates otherwise.

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

EXTRA HELP EMPLOYEE shall mean an employee employed 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 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 Human Resources Director or his/her designee.

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 his/her 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-TIME 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.

OCEA-REPRESENTED UNIT(S) shall mean either the General Unit or Supervisory Management Unit, or both Units.

OCFA shall mean the Orange County Fire Authority.

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

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 his/her household.

PRACTICABLE shall mean economically feasible or reasonably able to accomplish.

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

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

REINSTATED EMPLOYEE shall mean an employee who is reinstated by the Authority in accordance with the LAYOFF PROCEDURE.

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. When the word SERVICE is printed in all uppercase letters, it refers to this definition.

SLEEP-TIME shall mean a bona fide regularly scheduled sleeping period as defined by the Fair Labor Standards Act.

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

Y-RATE shall mean a pay rate outside of the assigned salary range of a class.

ARTICLE I

WORK HOURS, OVERTIME, AND PREMIUM PAY

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 official workweek for full-time employees shall be forty (40) hours within seven (7) consecutive twenty-four (24) hour periods. Work ordered and performed in excess of forty (40) hours of paid time in a workweek shall be overtime.
 2. Except as otherwise provided below, the official work schedule for full-time employees in specified departments, divisions, or sections may be established on a pay period basis, 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 work period. Work ordered and performed in excess of eighty (80) hours of paid time in the work schedule shall be overtime.
 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) hour workday in an eighty (80) hour work period. The work period must contain two (2) consecutive calendar days off work.
 - b. 8/80—that consists of ten (10) 8-hour (eight-hour) workdays in an eighty (80) hour work period. The work period must contain two (2) consecutive calendar days off work.
 - c. The official workweek for Fire Communications Dispatchers and Fire Communications Supervisors working a twenty-four (24) hour workday is calculated on forty (40) hours per week. A regular workday for a full-time employee shall consist of twenty-four (24) hours, of which seventeen (17) hours shall be paid time, of which one (1) hour shall be meal-time. Sleep-time and meal-time shall not be paid unless interrupted, which shall be done in accordance with OCFA policy.
 - d. The official workweek for Fire Communications Dispatchers working a thirteen (13) hour workday is calculated on forty (40) hours per week. A regular workday for a full-time employee shall consist of thirteen (13) hours, of which twelve (12) hours shall be paid time and one (1) hour shall be meal-time. Meal-time shall not be paid, unless interrupted, which shall be done in accordance with OCFA policy.

- e. Part-time Fire Communications Dispatchers shall work less than a full-time work schedule.
 - f. The official workweek for Emergency Transportation Technicians working a twenty-four (24) hour workday is calculated on forty (40) hours per week.
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.
- B. Except as otherwise provided, no employee shall be employed in one (1) or more positions—full-time or part-time—more than the total number of hours for the employee's work period as defined in Section 1.A. of this Article, except on overtime authorized by the department.
 - C. This Section shall not prevent an employee or group of employees from requesting a modified work schedule. Such requests may be implemented by the Authority.
 - D. In addition to any other position or positions that are held, an employee may also voluntarily work in a capacity authorized for the Registrar of Voters in the course of an election, provided that such election work does not unduly interfere with the employee's regular assignment. Election work shall be compensated at the rate authorized for such work.
 - E. When an additional work schedule is created, the Authority shall first seek volunteers to fill it. If there are more volunteers than necessary, the additional work schedule shall be filled by seniority. Volunteers may be refused if their most recent evaluation is less than standard. If there are not enough volunteers, the remaining positions shall be filled in reverse order of seniority. The parties agree that when a compelling need exists e.g. specialized knowledge, specialized skill, emergency conditions, or undesirable reporting relationships, the Authority may designate employees to be assigned to the additional work schedule.
 - F. 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 Periods

- 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-time period. 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.

- B. 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.
- C. 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, work beyond the normal workday, workweek, or work period 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.
 5. The Authority and OCEA may meet and confer and, in so doing, shall attempt to reach agreement regarding specific provisions for the distribution of overtime among employees of various individual work units. Such provisions shall be consistent with Section 3.B. of this Article.

C. Payment for Overtime

1. Overtime shall be compensated at one and five-tenths (1.5) times the employee's base hourly rate. Hours worked for the purposes of computing overtime shall include vacation, sick leave, holiday pay, and compensatory time pay. For employees regularly working a twenty-four (24) hour workday schedule or thirteen (13) 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. With the exception of Fire Communications Dispatchers and Fire Communications Supervisors regularly assigned to a twenty-four (24) hour workday, overtime for all regular, limited-term, and probationary 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 with existing compensatory time balances of one hundred twenty (120) hours shall be paid for all work performed in excess of that amount.
3. Employees in the classifications of Fire Communications Dispatcher and Fire Communications Supervisor regularly assigned to a twenty-four (24) hour workday are not eligible to accrue compensatory time for overtime worked. All such overtime worked shall be paid.
4. Extra help employees shall be eligible for paid overtime in accordance with the Fair Labor Standards Act.
5. No scheduled compensatory time off shall be canceled, except in cases of emergency.
6. In no case may an employee's work schedule be changed during the workweek when the purpose of such change is to avoid overtime compensation.
7. Time worked as overtime shall not be used to earn fringe benefits or to serve out probation or 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 his/her base hourly rate for such assignment.

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, and (3) refrain from activities that might impair his/her 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 his/her normal workday and left the worksite, the employee shall be credited with four (4) hours work plus any hours of work in excess of four (4) hours in which the employee continuously engages in work for which he/she was called back.
2. An employee shall be credited with not 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 five-tenths (1.5) times the employee's base hourly rate. Should an employee be called back to work that is less than four (4) hours prior to the start of his/her regular workday, the employee shall only be paid for the hours from the point of call-back to the start of his/her 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 five-tenths (1.5) times the employee's base hourly rate.
6. There shall not be any duplication or pyramiding of rates 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.

ARTICLE II

PAY PRACTICES

Section 1. Compensation for Employees

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

Section 2. Pay for New Employees

- A. The 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 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 (regular or limited-term) 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 (regular or limited-term) 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.
- 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, a regular, limited-term, or probationary 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 five-tenths (5.5) percent 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 (regular or limited-term) 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 he/she was 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 he/she is 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 a regular, limited-term, or probationary 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 a regular, limited-term, or probationary 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 his/her 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 a regular or limited-term regular 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 or probationary limited-term 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 a regular, limited-term, or probationary 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, his/her salary and merit increase eligibility date shall be determined by the 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 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 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.
- B. When a regular or limited-term regular 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 a regular or limited-term regular employee in good standing is reduced to a position in a lower class for physical 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 his/her merit increase eligibility date.
- D. When a regular, limited-term, or probationary 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, his/her 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 a regular, limited-term, or probationary 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 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 County or 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 Memorandum of Understanding to the contrary, when in the judgment of the Board it becomes necessary or desirable to utilize the services of Authority employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

ARTICLE III

EMPLOYEE PROVISIONS

Section 1. Employee Rights

- A. The Authority shall not hinder or discipline an employee for exercising any rights or benefits provided in this Memorandum of Understanding.

Section 2. Time Off for Selection Procedures

- A. With the approval of the Fire Chief, a regular, limited-term, or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations, and interviews required by the 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 ending with the first day of the pay period following completion of said period.
 - 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, ending with the first day of the pay period following completion of said period.
 - 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. 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.
 - b. A part-time employee shall be placed on promotional probation for two thousand eighty (2,080) hours, exclusive of overtime, ending with the first day of the pay period following completion of said period.
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 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 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 his/her 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 and predisciplinary procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of new probation.

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 his/her 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 predisciplinary 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 his/her promotional probation, or requests a reversion to his/her previous classification, the employee shall have the right to return to his/her 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 his/her 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 his/her 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 his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 3.E. of this Article. 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. The granting of an Official or a Military Leave of Absence, 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) calendar days. The extended probation period resulting from the Official or Military Leave of Absence, suspension, or light duty assignment shall end with the first day of the pay period after said extended date.
2. The 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.

3. Upon the recommendation of the Assistant Chief/Department Head or his/her designee or at the request of the employee with the concurrence of the Assistant Chief/Department Head or his/her designee, the probation period of an employee may be extended at the discretion of the Human Resources Director for a period not to exceed ninety (90) calendar days, provided such action is approved by the 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

- A. 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, Senior Fire Communications Supervisors, and Emergency Transportation Technicians, time exchanges may be voluntarily undertaken between two (2) employees upon written approval of the employees' immediate supervisors or Battalion Chief(s) in accordance with Authority policy, prior to such exchange of time.
- B. Responsibility for arrangement for the repayment of such time rests with the employees involved.
- C. No obligation shall be placed upon the Authority for repayment of time voluntarily traded or repaid between employees.
- D. Should, as a direct result of such trades, either employee work more than forty (40) hours in a workweek, the hours in excess of forty (40) hours shall not be considered overtime. Except, all overtime work ordered and performed that would have been performed regardless of such trade shall be treated in accordance with Article I, Section 1.A.1. Trades under this provision shall require written approval in accordance with Section 6.A. of this Article.

Section 7. Training

- A. Upon approval of the Fire Chief, employees may participate in various Authority-sponsored training programs. The Authority and OCEA shall inform employees of these training programs.
- B. During the term of this Memorandum of Understanding, 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 consider implementation.
- 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 his/her official personnel file at reasonable intervals.
- C. In addition, an employee shall have the right to inspect and review the contents of his/her official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his/her 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 his/her 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 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 accrue to 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 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 Employees on Disability Retirement

- A. The Authority shall counsel and advise employees retired for physical disability about reemployment opportunities with the Authority.
- B. Employees retired for physical disability, within two (2) years from date of retirement or date their disability retirement is discontinued, may request and qualify for positions in the Authority and shall be placed on the AUTHORITY PREFERRED ELIGIBLE LIST with respect to such positions. They shall be placed on such List in chronological order of retirement, but following the last person on layoff status. They shall remain on such List for a period of two (2) years from date of retirement or date their disability retirement is discontinued, except that :
 - 1. A person appointed to a regular position in Authority service shall be removed from the List.
 - 2. A person who, on two (2) separate occasions, rejects or fails to respond within three (3) workdays to offers of employment in a class for which he/she is qualified shall be removed from the List.
 - 3. A person who, on three (3) separate occasions, declines referral for interviews in a class for which he/she is qualified shall be removed from the List.

Section 4. Reemployment of Regular Employee

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

Section 5. Non-Discrimination Clause

- A. The Authority and the Association agree that the provisions of this Memorandum of Understanding shall be applied to employees without discrimination by reasons of physical disability, marital status, medical condition, race, religion, color, sex, age, national origin, or ancestry; for participating in or refusal to participate in protected, concerted Association activities; or of other protected status as defined by applicable law.

- B. OCEA shall not discriminate in membership or representation on any basis cited in Section 5. of this Article.

ARTICLE V

LEAVE PROVISIONS

Section 1. Sick Leave

- A. Accumulation of Sick Leave—shall be in accordance with the following schedule:

Regular, Limited-Term, and Probationary Employees

HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 through 6,240.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid
6,240.01 or more regularly scheduled hours	0.0462 hours for each regularly scheduled work hour paid

- 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. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his/her immediate family, provided that for each occurrence such absence shall be limited to a maximum of three (3) working days. Employees assigned to a twenty-four (24) hour workday shall receive up to three (3) consecutive calendar days. Additionally, once each calendar year, an employee may use up to five-tenths (0.5) of his/her annual sick leave accrual rate in any one (1) instance. For purposes of this Section, immediate

family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, grandparent, or legal guardian or ward.

- e. An absence due to an air pollution alert that prevents the employee from traveling to his/her work location.
2. Illness while on paid vacation shall be charged to sick leave rather than vacation only under the following conditions:
 - a. The illness or injury of the employee is of a nature that would preclude the effective use of vacation and would prevent the employee from performing his/her normal duties.
 - b. The employee must notify his/her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his/her vacation, whichever is sooner, to request that his/her illness on vacation be charged to sick leave.
 - c. The Authority shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
 - d. 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 nature of the medical condition and the period of disablement.
 3. Absence from duty because of personal emergencies limited to a maximum of eighteen (18) 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 condition, 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 payoff 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. Not more than once in each fiscal year, an employee who has accumulated unused sick leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his/her accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (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. The employee's sick leave balance shall be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.E.3.a. of this Article.
 - c. Notwithstanding the provisions of Section 1.E.3.b. of this Article, an employee who has given irrevocable written notice of his/her intent to retire within thirty (30) calendar days may request that a payoff of his/her accumulated sick leave be made to his/her 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 payoff shall be made prior to the effective date of the employee's retirement.
4. When a person is reemployed in a regular or limited-term position, the 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

- A. Upon request, regular, limited-term, or probationary employees shall receive necessary time off with pay, not to exceed three (3) days in any one (1) instance, to arrange for or attend a funeral of a member of their immediate family. Employees assigned to a twenty-four (24) hour workday shall receive up to three (3) consecutive calendar days. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent, grandchild, or legal guardian or ward.

Section 3. Authorized Leave Without Pay

A. Authority Leave

- 1. Upon request, a regular, limited-term, or probationary 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

- 1. Upon request, a regular, limited-term, or probationary 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. Such Leave may be taken only after an employee's completion of an Authority Leave request, provided that granting of a Leave shall not be a prerequisite to a request for Official Leave. The Fire Chief may require that all or a portion of compensatory time and vacation be used prior to granting such Leave.
- 2. An Official Leave of Absence 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. Upon request, an employee who has requested and identified a valid need for Family Leave pursuant to Section 11. of this Article—and applicable law—shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after an employee's completion of an Authority Leave request and after all accumulated compensatory time and vacation accruals have been applied toward payment of the absence. In addition, where appropriate under the provisions of Section 1.C. of this Article, the employee may be required to apply all sick leave accruals toward payment of the absence before an Official Leave shall be authorized.

4. An employee shall give notice two (2) weeks prior to the date he/she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks notice or the maximum notice allowable under applicable law. If an employee does not give the required 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 the employee gives such notice; however, the Authority may waive the notice or reduce the notice period at its discretion.
5. The Department Head/Assistant Chief shall indicate on the request for Leave of Absence his/her recommendations as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. The Human Resources Director shall render a decision within thirty (30) calendar days of when the request is submitted to him/her. If the Human Resources Director approves the request, he/she shall deliver a copy to the Financial Services Manager, the Department Head/Assistant Chief, and the employee.
6. If the Human Resources Director modifies or does not approve a request for Official Leave, the employee and/or the Department Head/Assistant Chief may, within fifteen (15) calendar days of said action, file a request with the Human Resources Director for review by the Board. Upon such request, the Human Resources Director shall forward a copy of the request for Official Leave to the Board for final determination. The employee and the Department Head/Assistant Chief shall notify the Human Resources Director whether he/she shall submit his/her position in a written statement or wishes to appear before the Board. The Human Resources Director may present his/her position in the same manner as the employee presents his/her position. The Board, at its discretion, may designate a representative(s) to decide such appeals. The decision on such appeals shall be final.
7. An Official Leave 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 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. A regular, limited-term, or probationary employee shall be granted, upon request, an Official Leave of Absence Without Pay for up to six (6) months for

a non-occupational disability, including disabilities related to pregnancy and childbirth, provided the employee meets the following conditions:

1. A medical statement covering diagnosis, prognosis, 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.
 3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6,240) regularly scheduled hours or more.
- B. If additional Leave is desired, the employee shall request additional Leave in accordance with Official Leave, Section 3.B., of this Article.
- C. An employee shall not be entitled to more than one (1) such Leave per twelve (12) month period.

Section 5. Absences Caused by Medical Conditions

- A. 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.

Section 6. Jury Duty Leave

- A. A regular, limited-term, or probationary 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, provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage, with the Financial Services Manager. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Any hours worked beyond the regularly scheduled workday shall be subject to the workweek and overtime provisions in Article I. 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

- A. A regular, limited-term, or probationary 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 his/her 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 Financial Services 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, he/she 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 his/her 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 his/her employment pursuant to Sections 8.C. and/or 8.D. of this Article shall not be paid for the period of his/her 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, a regular, limited-term, or probationary 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 the employee does one (1) of the following:
 1. Is determined to be physically able to return to work by an Authority-designated physician; or
 2. Is determined to be physically able to return to work with medical restrictions that the Authority can accept; or
 3. 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 his/her Workers' Compensation Leave pursuant to this provision shall be considered to have automatically resigned his/her 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. A regular, limited-term, or probationary 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. Such employee has completed new probation
 - 4. 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. Sick leave must be applied toward any portion of the absence that qualifies under Section 1.C.1. of this Article, provided the employee has furnished the Authority with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Non-Occupational Disability Leave for the term of disability as provided in Section 4. of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.
- F. 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 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)
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.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the Authority with thirty (30) calendar days notice of his/her 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 he/she 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, or spouse, 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 his/her 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 statement covering diagnosis, prognosis, and expected date of return.
3. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.

Section 12. Catastrophic Leave

- A. Eligibility for Donations—To receive Catastrophic Leave Donations, an employee or his/her immediate family member (immediate family member is defined as father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent, or legal guardian) must:
 1. Have a catastrophic medical condition that shall require the employee to be on unpaid Leave.
 2. Exhaust all allowable accrued sick leave, vacation, and compensatory time.
 3. Submit to the employee's Department Head/Assistant Chief (or his/her 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 a member of his/her immediate family. It must include a brief statement of the nature of the illness or injury and an estimated time the employee shall be unable to work.
- B. Request for Additional Donations
 1. 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 his/her 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 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; 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. Employees wishing to donate time to the eligible employee must provide the following:
 - a. The donating employee's name, social security number, and department name
 - b. The number of hours of vacation/compensatory time he/she wishes to donate within the limitations of Section 12.C.5. of this Article
 - c. The name, department, and class title of the eligible employee to whom the time is being donated
 - d. A statement from the donating employee indicating he/she understands the donation of time is irrevocable
 - e. The donating employee's signature authorizing the transfer of the donated time to the eligible employee
- Note: Donation authorizations that do not contain all the above information shall not be processed.
8. At the close of the donation period, the Financial Services Section 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.
 9. The Financial Services Section shall process all donations at one (1) time. No additional donations shall be processed during the designated open period.
 10. 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 or estate in the same manner as any monies due for vacation and/or compensatory time.

11. An employee who is on a Leave Without Pay at the time he/she receives a Catastrophic Leave donation shall be treated as if on an Official 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:

Full-Time Employees

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 year	2,080.00 regularly scheduled hours	80 hours total
After 1 year but less than 3 years	2,080.01 through 6,240.00 regularly scheduled hours	0.0385 hours for each regularly scheduled hour paid
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
After 10 years	20,800.01 or more regularly scheduled hours	0.077 hours for each regularly scheduled hour paid

2. A new employee in a part-time (regular or limited-term) position shall earn prorated vacation in fifty-two (52) week segments. At the end of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2,080) shall be determined. The same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. The same procedure shall be applied to each subsequent fifty-two (52) week period. Extra help employees shall not earn vacation.

B. Vacation Credit

1. 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

1. 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. An Official 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 Official 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.5. of this Article.
7. No employee shall be required to return to work for the Authority in any capacity during the time of his/her 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 his/her vacation or to be paid for his/her vacation in a lump sum payment.
9. During each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. Such payment shall be made upon request unless the Authority determines it is not economically or operationally feasible, in such case payment shall be made as soon as feasible.

10. No scheduled vacation shall be canceled, 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 his/her paid vacation from Authority service. Employees are permitted to receive reimbursements for voluntary service as Volunteer Reserve Firefighters while on paid vacation from Authority service.
13. When a person is reemployed in a regular or limited-term position, the 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 his/her 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.

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
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Section 2. Twenty-Four (24) Hour and Thirteen (13) Hour Workday Employees

A. Holiday Compensation

1. For each holiday listed in Section 1.A. of this Article, a full-time employee regularly working a twenty-four (24) hour workday or thirteen (13) hour workday schedule shall be paid nine (9) hours 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 be paid 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.
2. Employees shall be paid in the pay period that the holiday occurs.
3. 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 Agreement, 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.

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. Only regular, limited-term, and probationary employees shall be eligible for holiday pay.

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 2.A. of this Article, and be paid for all hours worked on a holiday at a rate of one and five-tenths (1.5) times the employee's base hourly rate.

Section 3. 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, shall be paid for the number of hours the employee was regularly scheduled to work to a maximum of nine (9) hours of holiday pay.
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 be paid eight (8) hours of holiday pay. A part-time employee shall be paid 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 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 in the pay period that the holiday occurs.

6. 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 Agreement, 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.
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. Only regular, limited-term, and probationary employees shall be eligible for holiday pay.

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 five-tenths (1.5) times the employee's base hourly rate.

D. 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 his/her 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 his/her 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

- A. 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 two hundred and fifty (250) dollars in a fiscal year:
- Communications Installer
 - Communications Technician
 - Senior Communications Technician

- B. Eligible employees as designated below who are required to furnish their own tools shall receive a maximum tool reimbursement of one thousand (1,000) dollars in a calendar year. Effective 01/01/11 the maximum reimbursement will be increased to one thousand one hundred fifty (1,150) dollars in a calendar year.
- Assistant Fire Apparatus Technician
 - Fire Apparatus Technician
 - Fire Helicopter Technician
 - Senior Fire Apparatus Technician
 - Senior Fire Helicopter Technician
- 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 (25) dollars 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 (25) dollar cash refund in consideration of the twenty-five (25) dollar deductible. If replacement tools have not been secured, the employee shall return all reimbursement funds received from the Authority.

Section 4. Tuition Reimbursement

- A. Full-time (regular, limited-term, and probationary) Supervisory Management Unit employees performing their jobs satisfactorily shall be eligible for tuition reimbursement at a maximum of seven hundred fifty (750) dollars each fiscal year. Eligibility shall be in accordance with Authority policy.
- B. Full-time (regular, limited-term, and probationary) General Unit employees performing their jobs satisfactorily shall be eligible for tuition reimbursement at a maximum of five hundred (500) dollars each fiscal year. Eligibility shall be in accordance with Authority policy.

DISCIPLINARY AND PREDISCIPLINARY ACTIONS

Section 1. Reprimand or Denial of Merit Increase

- A. No regular, limited-term regular, or promotional probationary employee shall receive a written reprimand or denial of merit increase, except for reasonable cause.
- B. A written reprimand or denial of merit increase may be appealed through this appeal procedure. Such appeal shall be initiated at Step 1 of this procedure.

Section 2. Disciplinary Hearing for Suspension, Reduction, or Discharge

- A. In suspending a regular, limited-term regular, or promotional probationary employee for more than forty (40) regularly scheduled hours (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour workdays (if assigned to a twenty-four [24] hour workday) or in reducing a regular or limited-term regular employee for reasons of unsatisfactory performance or physical disability, or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally or by certified mail at least fourteen (14) calendar days prior to the effective date of the proposed action. Such written notice shall contain:
 - 1. A description of the proposed action and its effective date(s)
 - 2. A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 - 3. Copies of material on which the proposed 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;
 - 5. A statement of the employee's right to representation; and
 - 6. A statement of the employee's right to appeal should such proposed action become final.
- B. In suspending a regular, limited-term regular, or promotional probationary employee for forty (40) regularly scheduled hours or less (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour workdays or less (if assigned to a twenty-four [24] hour workday), the above notice requirements shall be complied with, if practicable, prior to the effective date of the suspension and, in any event, not more than fourteen (14) calendar days after the effective date of the suspension.

- C. An employee shall be given an opportunity to respond, either orally or in writing, at the employee's option, to a designated Authority representative with the authority to make an effective recommendation on the proposed disciplinary action prior to the effective date of such suspension, reduction, or discharge.
- D. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.
- E. An employee may represent himself/herself or may be represented by the OCEA in the disciplinary process.
- F. An employee and his/her representative shall receive written notice either sustaining, modifying, or canceling a proposed discharge on or prior to the effective date of such action.
- G. An employee and his/her representative shall receive written notice either sustaining, modifying, or canceling a proposed suspension or reduction prior to the effective date of such action.
- H. Should a proposed suspension, reduction, or discharge become final, an employee shall have the right to appeal such action pursuant to Section 3. of this Article.
- I. 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. Right of Appeal

- A. Suspension
 - 1. No regular, limited-term regular, or promotional probationary employee shall be suspended, except for reasonable cause.
 - 2. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
 - 3. An appeal of suspension shall be initiated in accordance with Section 5. of this Article.
- B. Reduction
 - 1. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability, except for reasonable cause.
 - 2. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.

3. An appeal of reduction to a position in a lower class shall be initiated in accordance with Section 5. of this Article.

C. Discharge

1. No regular or limited-term regular employee shall be discharged, except for reasonable cause.

2. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.

3. An appeal of discharge shall be initiated in accordance with Section 5. of this Article.

D. Failure of the employee to comply with the time limits set forth in this Article shall signify that the employee has waived his/her right to further process the appeal, and the disciplinary action shall stand as intended/administered. Failure by the Authority representative to timely respond under this Article shall permit the employee to progress the appeal to the next step.

E. The time limits for appeals, set forth in this Article, may be extended by mutual agreement between the Authority representative and employee or his/her representative.

Section 4. Polygraph Examination

A. No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took, or refused to take a polygraph examination, unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take or refusal to take or the results of a polygraph examination be admissible in any proceeding pursuant to this Memorandum of Understanding, unless otherwise agreed to in writing by the parties.

Section 5. Appeal Procedure

A. All Step 1 and Step 2 appeals must be submitted to the Human Resources Director or the employee's Battalion Chief, Division Chief, Division Manager, or Section Manager within the time limits outlined in this Article. If the appeal is submitted to the employee's Battalion Chief, Division Chief, Division Manager, or Section Manager, a copy shall be forwarded to the Human Resources Director. Submission of the appeal may be via mail, hand delivery, or fax; postmarks shall be accepted. Fax deliveries must be received no later than 5:00 p.m. on the last day allowable under the provisions of this Article. Any suspension, reduction, or discharge imposed by the Fire Chief may be submitted directly to arbitration in accordance with Section 6. of this Article. 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.

1. STEP 1

- a. Reprimand or Merit Increase Denial—Battalion Chief, Section Manager, Division Manager, or Division Chief

Upon receipt of a reprimand or denial of a merit increase, an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Human Resources Director, Division Chief, Division Manager, Battalion Chief, or Section Manager for a meeting to address the matter. The 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.

- b. Suspension or Reduction—Assistant Chief

Upon receipt of a notice of intent involving suspension or reduction, an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Human Resources Director, Division Chief, Division Manager, Battalion Chief, or Section Manager for a meeting to address the charges in the notice. The 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.

2. STEP 2

- a. Reprimand or Merit Increase Denial—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 Human Resources Director, Division Chief, Division Manager, Battalion Chief, or Section Manager. Within fourteen (14) calendar days of receipt of the appeal at Step 2, the appropriate Assistant Chief shall meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be provided to the appellant and his/her representative. The determination shall be final and binding and will not be referable to arbitration.

b. Suspension/Reduction or Probationary Release Alleging Discrimination or Discharge—Fire Chief or Deputy Fire Chief

Suspension or Reduction - 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 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 his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be provided to the appellant and his/her representative.

Probationary Release Alleging Discrimination or Discharge—If the employee receives a notice of intent to discharge or is alleging that his/her probationary release is due to discrimination, the employee may begin his/her appeal process at Step 2 by submitting a written appeal to the Human Resources Director within fourteen (14) calendar days of receipt of such written notification. 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 his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be provided to the appellant and his/her representative.

Section 6. Referrals to Arbitration

- A. If the suspension, reduction, or discharge is imposed by the Fire Chief, the employee may submit the matter directly to arbitration in accordance with Section 6. of this Article.
- B. If the employee does not agree with the outcome at Step 2 regarding a suspension, reduction, or discharge, the employee may appeal the matter to arbitration by submitting the appeal to the 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.
- C. All disciplinary appeals shall be signed by the appellant or his/her representative of the Association and shall be submitted in writing.
- D. Finding of Facts and Remedies
 - 1. An arbitrator may sustain, modify, or rescind an appealed disciplinary action as follows and subject to the following restrictions:
 - a. All Disciplinary Actions
 - i. If the arbitrator finds that the disciplinary action was taken for reasonable cause, he/she 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 his/her opinion, it is not appropriate.

b. Suspensions/Reductions

- i. 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 6.E. 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 his/her 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 6.E. 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 his/her former class and shall receive pay and fringe benefits for all of the period of time he/she was removed from duty and consistent with Section 6.E. of this Article.

E. Restriction on Remedies

1. 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.

F. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in appeals filed pursuant to Article VIII shall be as follows and shall be submitted consistent with Section 6. of this Article:
 - a. Was the probationary release of (employee's name) in whole or in part the result of discrimination?
 - b. If so, what shall the remedy be under the provision of Section 6.F.2., Findings of Facts and Remedies, of this Article?
2. Findings of Facts and Remedies
 - a. In the event the arbitrator finds no discrimination, the appeal shall be denied, and the issue of remedy becomes moot.
 - b. In the event the arbitrator finds discrimination but also finds such discrimination was not a substantial cause of the employee's probationary release, the appeal shall be denied, and the issue of remedy becomes moot.

- c. In the event the arbitrator finds discrimination and also finds such discrimination was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:
- The probationary release may be sustained.
 - The employee may be reinstated in a position in his/her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
 - The employee may be reinstated in a position in his/her former class with full back pay and benefits for all the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.

Section 7. General Provisions

- A. If the appeal is decided by an arbitrator, the appellant and his/her 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 appeal involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.
- C. Appeal hearings by an arbitrator shall be private.
- D. Arbitration appeal hearings for suspensions of less than forty (40) hours (if assigned to a forty [40] hour workweek) or two (2) twenty-four (24) hour workdays (if assigned to a twenty-four [24] hour workday) shall be limited to one (1) day, unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the Fire Chief.
- E. 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 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.
- F. 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.

- G. 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.
- H. 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 his/her own behalf, the employee may be called and examined as if under cross-examination.
- I. 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.
- J. 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.
- K. The decision of the arbitrator shall be final and binding on all parties.

Section 8. 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.

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 Memorandum of Understanding adversely affects an employee's wages, hours, or conditions of employment. In addition, disputes involving performance evaluations rated "substandard" and Authority procedures that implement specific provisions of this Agreement in the areas of overtime, intradepartmental transfers, vacations, and trades of work hours 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, 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 his/her 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 he/she does not have the authority to resolve the grievance, he/she 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 his/her 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. No claim shall be granted for retroactive adjustment of any grievance prior to ninety (90) calendar days from the date of filing 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.

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 himself/herself 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 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 his/her 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 his/her 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 his/her job to perform grievance work, unless his/her 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

- A. If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his/her 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 Human Resources Director, the employee's Battalion Chief, Section Manager, Division Manager, or Division Chief within the time limits outlined in this Article. If the grievance is submitted to the employee's Battalion Chief, Section Manager, Division Manager, or Division Chief, a copy shall be forwarded to the Human Resources Director. Submission may be via mail, hand delivery, or fax; postmarks shall be accepted. Fax deliveries must be received no later than 5:00 p.m. on the last day allowable under the provisions of this Article. 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 Human Resources Director, Battalion Chief, Section Manager, Division Manager, or Division Chief within fourteen (14) calendar days from the occurrence that gives rise to the problem. 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 Memorandum of Understanding or a substandard performance evaluation, it may be appealed in writing to the 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 his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant and his/her representative. The decision of the Fire Chief or his/her designee, regarding a substandard performance evaluation, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Mediation

- A. 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 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 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 his/her 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 California State Conciliation Service, 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 his/her 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 Human Resources Director may authorize a layoff by specialty within the class.

2. Where appropriate, the 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 Agreement. 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
 1. 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
 1. 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

1. 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.
- B. 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

- A. 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. The names of persons laid off shall be placed on the PREFERRED ELIGIBLE LIST for the class from which they were laid off and for any class from which they previously voluntarily reduced pursuant to Section 5. of this Article in the order of their layoff points going from highest to lowest. Eligibles certified from PREFERRED ELIGIBLE LISTS shall be considered prior to eligibles certified from lower ranking Eligible Lists. Appointments shall be made only from eligibles certified pursuant to Section 7.B. of this Article. Appointments need not be made in the order of layoff points; any eligible certified in accordance with this provision may be appointed to a vacant position.
- C. Names of persons placed on the REINSTATEMENT LIST and the PREFERRED ELIGIBLE 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 his/her name excluded from the aforementioned Lists.
- D. 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 his/her 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 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 he/she is being promoted from such class.

ON-THE-JOB INJURIES, WORKERS' COMPENSATION

Section 1. Medical Treatment

- A. Whenever an employee sustains an injury or disability arising out of and in the course 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. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his/her option, use any accrued sick leave, compensatory time, and/or vacation, in that order.
- B. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any sick leave, compensatory time, or vacation time previously accumulated by the employee. 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 his/her 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

- A. 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.

Section 4. Injury to Volunteer Reserve Firefighter

- A. Whenever an employee who is also a Volunteer Reserve Firefighter is compelled to be absent from his/her regular employment due to injury arising out of and in the course of his/her 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

- A. 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 his/her 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

- A. 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.
- B. A safety representative who has received a safety or health complaint shall be given reasonable time off without loss of pay to gather appropriate information on such complaint, provided:
 - 1. The safety representative obtains permission from the immediate supervisor prior to performing such work and reports back to the supervisor when the work is completed.
 - 2. The safety representative shall not be allowed to leave the worksite if, in the opinion of the immediate supervisor, it shall unduly interfere with the work of the unit. However, the Authority shall make every attempt to grant such time off as soon as it is feasible to do so.
- C. When an authorized safety representative must go into another section or unit to gather information regarding a safety or health complaint, the safety representative shall be permitted to do so, provided that:
 - 1. The safety representative checks in and checks out with the supervisor of the unit; and
 - 2. The safety representative does not unduly interfere with the work of the unit.

Section 4. Resolution of Safety or Health Complaints

- A. 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

- A. 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. Except as provided in Sections 1.C.1. and 1.C.2. of this Article, 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.
- C. The Authority shall continue to maintain its Section 125 Cafeteria Plan for active eligible employees and pay the following amounts for employees' health care coverage and other benefits:
 - 1. Except as modified in Section 1.D. of this Article, each full-time (regular, limited-term, or probationary) employee shall receive the dollar value of one hundred (100) percent of the employee's health plan premium or seventy-five (75) percent of the total health plan premium selected by the employee, whichever is greater. That amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892. The employee may elect to contribute the entire value to his/her health care premium or allocate a portion of the value to other benefits offered under the Cafeteria Plan. If the employee elects to allocate part of the value to other benefits, any unpaid balance of the employee's health care premium shall be deducted from the employee's paycheck.
 - 2. Except as modified in Section 1.D. of this Article, each part-time (regular, limited-term, or probationary) employee shall receive the dollar value of fifty (50) percent of the employee's health plan premium or thirty-seven and five-tenths (37.5) percent of the total health plan premium selected by the employee, whichever is greater. That amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892, provided the employee's normal workweek consists of at least twenty (20) hours. 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. The employee may elect to contribute the entire value to his/her health care premium or allocate a portion of the value to other benefits offered under the Cafeteria Plan. If the employee elects to allocate part of the value to other benefits, any unpaid balance of the employee's health care premium shall be deducted from the employee's paycheck.

- D. For employees who are on approved Family Leave pursuant to Article V, Section 11., and applicable law, the Authority shall continue to pay health insurance premiums as provided in Sections 1.C.1. and 1.C.2. of this Article, to the extent required by applicable law.
- E. Upon showing sufficient proof of alternate health care coverage, other than an Authority funded or administered plan, such as a certificate of coverage, full-time (regular, limited-term, or probationary) employee shall be entitled to a fifty-five (55) dollar biweekly credit to his/her Cafeteria Plan, in lieu of the amount provided in Section 1.C.1. of this Article. This credit may be applied towards benefits offered under the Cafeteria Plan, including accidental death and dismemberment insurance or miscellaneous pay.
- F. Upon showing sufficient proof of alternate health care coverage such as a certificate of coverage, part-time (regular, limited-term, or probationary) employee shall be entitled to a twenty-seven (27) dollar and fifty (50) cent biweekly credit to his/her Cafeteria Plan, in lieu of the amount provided in Section 1.C.2. of this Article. This credit may be applied towards benefits offered under the Cafeteria Plan, including accidental death and dismemberment insurance or miscellaneous pay.

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, he/she 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.
- C. An employee shall be given the opportunity to enroll in a medical plan or to change medical plans on the effective date of his/her 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 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. Premium Only Plan

- A. The Authority shall administer a Premium Only Plan (POP) that will allow an employee to pay for health insurance premiums as permitted in the Internal Revenue Code. Under the POP, an employee's gross taxable salary shall be reduced by the amount of his/her share of the premium costs of Authority-provided health insurance coverage.

Section 5. 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 5.B. of this Article.
 - 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 5.A.4.a., 5.A.4.b., and 5.A.4.c. of this Article.
 - a. Effective January 1, 2007, the Retiree Medical Insurance Grant shall be an amount based on sixteen dollars (16) and ninety-three (93) cents per month for each full year of service to a maximum of four hundred twenty-three (423) dollars and twenty-five (25) cents 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 (5) percent 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 he/she 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 5.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 he/she becomes 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 he/she separates from Authority service and elects deferred retirement status, shall not become eligible

for participation in the Retiree Medical Insurance Grant until he/she becomes 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. Employer Contribution

1. The Authority will contribute one million two hundred thousand dollars (\$1.2 million) each year, or at such earlier date as determined by the Board of Directors, during the term of this Agreement. OCFA's total contribution shall not exceed six million dollars (\$6 million). This annual contribution is made on behalf of all OCFA participating employees and not just those the ones in this bargaining unit.

D. Employee Contribution

1. Effective January 2007 (Pay Period #2), all regular, limited-term, and probationary employees shall contribute four (4) percent of their base salary, exclusive of overtime and premium pay, through payroll deduction to the Authority to be applied to the Plan.

E. Survivor Benefits

1. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent 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 5.E.1. of this Article or his/her own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants.

Section 6. Defined Contribution Plan for Retiree Medical Benefits

- A. The Authority will provide only to regular, limited-term, and probationary employees hired on or after January 1, 2007, a "defined contribution plan."
- B. All regular, limited-term, and probationary employees hired on or after January 1, 2007, will be required to contribute four (4) percent of base salary, exclusive of overtime and premium pay, to the Plan. Employees will not be permitted to contribute more than four (4) percent of base salary towards the Plan.

- C. Employees hired before January 1, 2007, shall not be eligible to participate in the Plan. Eligibility for plan participation is based on the employee's most recent date of hire with the Authority.

Section 7. Physical Examination

- A. Except for General Unit employees, the Authority shall provide voluntary annual physical examinations by an Authority designated physician at no cost to the employee.

ARTICLE XIV

UNIFORMS, PROPERTY, SERVICES, AND EQUIPMENT

Section 1. Uniforms

- A. The Authority shall continue the current system of providing and/or laundering uniforms for all employees who are currently provided uniforms.
- B. The Authority shall continue to provide appropriate boots and safety footwear for all employees who are currently provided boots and safety footwear.
- C. This benefit may be expanded to other classes within management's discretion based on operational needs.

ARTICLE XV

RETIREMENT

Section 1. Contribution Rates and Benefit Levels

- A. The Authority will maintain the retirement formula of 2.7% at Age 55 in accordance with the following requirements:
1. Upon its implementation, the retirement formula will apply to all current active employees for all years of service as set forth in California Government Code Section 31676.19 with the measuring period set as either the highest one year or the average of the three highest years, whichever was applied to the individual employee under the prior formula.
 2. The employees will assume the total cost of the benefit, which includes the Employer's Contribution Rate and Employee's Contribution Rate, calculated to a total of six (6) percent of the employee's Compensation Earnable.
 3. No employee shall receive a lesser final retirement calculation with 2.7% at Age 55 retirement formula than what he/she would have received with the prior formula.
 4. The Authority shall make a deduction from the Compensation Earnable to offset the cost to the Authority of implementing the benefit. This deduction shall continue during the employee's employment period with the Authority.
- B. 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 2. Employer's Contribution

- A. The Authority shall continue to pay one hundred (100) percent of the employee's remaining retirement contribution pursuant to Government Code 31581.2 independent of the retirement formula benefit set forth herein.

ARTICLE XVI

DEFERRED COMPENSATION

An employee in a regular or limited-term position may, at his/her request, participate in the Authority's Deferred Compensation Plan.

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 warrants 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.

Section 2. Employee Information Listing

- A. Once each quarter, during the term of this Memorandum of Understanding, the 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. OCEA agrees to pay all costs necessary to provide such lists.

Section 3. Use of Bulletin Boards

- A. 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. Notices shall be dated and signed by the authorized representatives of OCEA responsible for their issuance.

Section 4. Use of Authority Facilities

- A. OCEA may, with the approval of the Human Resources Director, hold meetings of their members on Authority property during non-working hours, provided request is made to the Human Resources Director as to the specific location and dates of the meeting prior to such meeting.

ARTICLE XVIII

SEPARABILITY

In the event any provisions of this Memorandum of Understanding are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express intent of the Board of Directors and OCEA 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 Agreement or at any time subsequent to the effective date of this Agreement shall continue to have such dues deductions made by the Authority during the term of this Agreement, provided that employees in such Units may terminate such Association dues by submitting a completed and signed payroll deduction cancellation form to the Financial Services Manager during the period of September 1, 2011, through September 30, 2011.

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 Agreement. Said classes are listed in Appendix A.

ARTICLE XXI

DEPENDENT CARE ASSISTANCE PROGRAM

The Authority shall administer a Dependent Care Assistance Program that allows employees to take advantage of a salary reduction program to pay for dependent care as permitted in the Internal Revenue Code.

POSITION CLASSIFICATION

Section 1. Establishment of New Classes

- A. 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 and probation period 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 Human Resources Director. The 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.

JOINT LABOR-MANAGEMENT COMMITTEE

For the life of this Agreement, the Authority and the OCEA (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 Agreement. 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 Agreement or to settle any grievance being processed under a different Article of this Agreement. 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—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

- A. 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 once a month 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 Agreement 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 XXIV

COMPENSATION

Section 1. Base Salary Adjustments

- A. Effective the first "full" pay period in January 2007 (Pay Period #2), each position covered by this Agreement shall receive a three (3) percent base salary increase. The increase will be calculated based on six (6) decimal places and then rounded to two decimal places for the hourly rate.
- B. Effective the first "full" pay period in January 2008 (Pay Period #2), each position covered by this Agreement shall receive a one and one half (1 1/2) percent base salary increase. The increase will be calculated based on six (6) decimal places and then rounded to two decimal places for the hourly rate.
- C. Effective the first "full" pay period in July 2008 (Pay Period #15), each position covered by this Agreement shall receive a one and one half (1 1/2) percent base salary increase. The increase will be calculated based on six (6) decimal places and then rounded to two decimal places for the hourly rate.
- D. Effective the first "full" pay period in January 2009 (Pay Period #2), each position covered by this Agreement shall receive a one and one half (1 1/2) percent base salary increase. The increase will be calculated based on six (6) decimal places and then rounded to two decimal places for the hourly rate.
- E. Effective the first "full" pay period in July 2009 (Pay Period #15), each position covered by this Agreement shall receive a one and one half (1 1/2) percent base salary increase. The increase will be calculated based on six (6) decimal places and then rounded to two decimal places for the hourly rate.
- F. Effective the first "full" pay period in January 2010 (Pay Period #2), each position covered by this Agreement shall receive a one and one half (1 1/2) percent base salary increase. The increase will be calculated based on six (6) decimal places and then rounded to two decimal places for the hourly rate.
- G. Effective the first "full" pay period in July 2010 (Pay Period #15), each position covered by this Agreement shall receive a one and one half (1 1/2) percent base salary increase. The increase will be calculated based on six (6) decimal places and then rounded to two decimal places for the hourly rate.
- H. Effective the first "full" pay period in January 2011 (Pay Period #3), each position covered by this Agreement shall receive a one and one half (1 1/2) percent base salary increase. The increase will be calculated based on six (6) decimal places and then rounded to two decimal places for the hourly rate.
- I. Effective the first "full" pay period in July 2011 (Pay Period #15), each position covered by this Agreement shall receive a one and one half (1 1/2)

percent base salary increase. The increase will be calculated based on six (6) decimal places and then rounded to two decimal places for the hourly rate.

- J. The three (3) percent base salary increase set forth in Section 1.A. of the article shall be applied to either the Retiree Medical Insurance Grant described in Article XIII., Section 5., or the Defined Contribution Plan described in Article XIII, Section 6., during the term of the employee's employment with the Authority.

Section 2. Specialty Pay

A. Bilingual Pay

1. Qualified employees who meet the following criteria shall receive an additional thirty (30) cents per hour (approximately fifty-two [52] 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
 - b. Other languages may qualify on a case-by-case basis.
 - c. The employee must be approved by the Human Resources Director.
2. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.
3. Bilingual pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of other benefits as provided by law.
4. A bilingual employee may be called upon to speak or translate a second language at any time, as Authority needs dictate.
5. An employee in a bilingual assignment may request assignment to a position that does not require bilingual certification. The request shall be made in writing to the Fire Chief, who shall consider it according to:
 - Authority need; and
 - Availability of a qualified replacement; and
 - Availability of another suitable assignment for the requesting employee.

B. Educational Incentive Pay

1. A regular, limited-term, or probationary 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 five-tenths (2.5) percent of base salary per month, prorated on an hourly basis for all regular hours paid.
 - b. 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 (5) percent of base salary per month, prorated on an hourly basis for all regular hours paid.
2. The maximum attainable educational incentive pay is five (5) percent of base salary per month.
3. Educational incentive pay is not applied to overtime/backfill hours.
4. 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 Human Resources Director (grade cards, transcripts, and/or other verification from an accredited college-level educational institution shall constitute satisfactory proof of qualification).
5. Payment of the educational incentive pay shall begin with the pay period following verification of the employee's eligibility.
6. The educational incentive pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of any benefits as provided by law.

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:
 - Fire Equipment Technician

- Senior Fire Equipment Technician
2. The rate of air-pack certification pay shall be thirty-five (35) 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. Air-pack certification pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earning of any benefits as provided by law.

D. 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 (5) percent 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.

E. 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 (5) percent of the employee's base hourly rate, prorated on an hourly basis for all hours worked in the temporary capacity.
3. During a twenty-four (24) hour workday, one (1) employee at a time shall be assigned as the move-up supervisor.
4. The assigned employee shall be eligible for move-up supervisor pay for the following purposes:

- a. Floor coverage during the meal-time and sleep-time periods 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.
5. 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.

F. Hazardous Materials Assignment Pay

1. Employees in the following classifications shall receive hazardous materials assignment pay, based on assignment and certification qualifications:
 - Assistant Fire Marshal
 - Fire Prevention Specialist
 - Senior Fire Prevention Specialist
2. The rate for hazardous materials assignment pay shall be five (5) percent of the employee's base hourly rate, prorated on an hourly basis for all hours worked.
3. An employee assigned to the Hazardous Materials Services Section shall be eligible for hazardous materials assignment pay upon successful completion of the Authority's certification requirements.
4. Payment of the hazardous materials assignment pay shall begin with the pay period following verification of the employee's certification.
5. Hazardous materials 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.

G. Plan Review Pay

1. Employees in the following classifications who are assigned the duties of plan reviewer assigned to the Planning and Development Section shall receive plan review pay based on assignment and certification qualifications:
 - Assistant Fire Marshal
 - Fire Prevention Specialist
 - Senior Fire Prevention Specialist

2. The rate for plan review pay shall be seven and five-tenths (7.5) percent of the employee's base hourly rate, prorated on an hourly basis for all hours worked.
3. An employee assigned to the Planning and Development Section who performs the duties of plan reviewer shall be eligible for plan review pay upon successful completion of the Authority's certification requirements.
4. Payment of plan review pay shall begin with the pay period following verification of an employee's certification.
5. Plan review 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.

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 (5) percent of the employee's base hourly rate, prorated on an hourly basis, with a minimum of sixty (60) cents per hour and a maximum of one (1) dollar and fifty (50) cents per hour for all hours worked on night assignment.
4. Fire Communications Dispatchers, Fire Communications Supervisors, and Emergency Transportation Technicians regularly assigned to a twenty-four (24) hour workday shall not be eligible for night assignment pay.
5. 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. Emergency Medical Technician (EMT) Pay

1. Full-time employees in the classification of Emergency Transportation Technician who maintain an active State of California EMT certification shall receive emergency medical technician pay.
2. The rate of emergency medical technician pay shall be five (5) percent of the employee's base hourly rate, prorated on an hourly basis for all regular hours worked.
3. Payment of the emergency medical technician pay shall begin with the pay period following verification of the employee's certification.

4. Emergency medical technician 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.
5. The Authority shall provide recertification opportunities for Emergency Transportation Technicians.
6. Emergency medical technician pay is not applied to overtime/backfill hours, unless applicable by law.

ARTICLE XXV

REOPENER

Section 1. Reopener

- A. Effective January 2007, the parties agree to commence the process of initiating discussions relative to work schedules for employees in the classifications of Fire Communications Dispatchers and Fire Communications Supervisors.

ARTICLE XXVI

MANAGEMENT RIGHTS

The Authority retains any rights, powers, or authority it had prior to the signing of this Agreement, except as those rights are or may be, during the term of this Agreement, directly or indirectly affected by this Agreement 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 Agreement or to limit or waive the rights of the parties pursuant to law or this Agreement.

ARTICLE XXVII

STRIKES

During the life of this Agreement, 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 Agreement, 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.

RELEASE TIME

Section 1. Release Time for Authority Business

- A. 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 his/her 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

- A. The Authority shall allow a regular, limited-term, or probationary employee up to six (6) working days absence without pay during each fiscal year for the term of this Agreement to perform official OCEA business, provided that:
 - 1. OCEA shall make a request to the 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 his/her class.
- B. Vacation and sick leave accrual rates shall apply to the employee as though he/she was 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 a 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.

ARTICLE XXIX

EFFECT OF AGREEMENT

The parties agree that the agreements identified as “side letters” that have been entered into prior to the effective date of this Agreement are no longer in effect, except as provided in Appendix B.

CONTRACT SIGNATURES

All terms and conditions set forth in this Agreement are hereby certified and agreed upon this _____ day of _____, 20 _____.

The Orange County Fire Authority

The Orange County Employees Association

Patrick L. Walker
Deputy Fire Chief

Wayne Palica
Chief Negotiator OCEA

Lori Zeller
Assistant Chief – Business Services

Randy Metz
OCEA Representative
Supervisory Management Unit

Zenovy Jakymiw
Human Resources Director

David Paschke
OCEA Representative
Supervisory Management Unit

Laurie Reinhart
Senior Human Resources Analyst

Jon Dumitru
OCEA Representative
General Employees Unit

Stella Inta
OCEA Representative
General Employees Unit

Michael LaPean
OCEA Representative
General Employees Unit

Suzanne Clayton
OCEA Representative
General Employees Unit

Don Friedline
OCEA Representative
General Employees Unit

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BARGAINING UNIT CLASSIFICATIONS

Classes included in the General Unit as of September 28, 2006:

- 0540 Accountant
- 0510 Accounting Support Specialist
- 0930 Administrative Assistant
- 0210 Assistant Fire Apparatus Technician
- 0310 Assistant Purchasing Agent
- 1110 Communications Installer
- 1120 Communications Technician
- 2010 Emergency Transportation Technician
- 1535 EMS Nurse Educators
- 0435 Essential Facilities Inspector
- 0940 Executive Assistant
- 0850 Exercise Physiologist
- 0410 Facilities Maintenance Coordinator
- 0220 Fire Apparatus Technician
- 0248 Fire Apparatus/Parts Specialist
- 1040 Fire Community Relations/Education Specialist
- 1210 Fire Communications Dispatcher
- 1920 Fire Equipment Operator
- 0620 Fire Equipment Technician
- 0260 Fire Helicopter Technician
- 0150 Fire Prevention Analyst
- 0110 Fire Prevention Services Specialist
- 0130 Fire Prevention Specialist
- 0120 Fire Prevention Trainee
- 0170 Fire Safety Engineer
- 1520 Fire Training Program Specialist
- 1910 General Laborer
- 1430 GIS Specialist
- 0730 Human Resources Analyst
- 0710 Human Resources Specialist
- 1310 Information Technology Help Desk Technician
- 1340 Information Technology Analyst
- 1335 Information Technology Specialist
- 1325 Information Technology Technician
- 1610 Management Assistant
- 1050 Multimedia Specialist
- 0910 Office Services Assistant
- 0920 Office Services Specialist
- 0420 Project Specialist, Improvement
- 1030 Public Relations Specialist
- 0840 Risk Management Specialist
- 0520 Senior Accounting Support Specialist
- 0950 Senior Executive Assistant

0650 Service Center Lead
1130 Senior Communications Technician
0230 Senior Fire Apparatus Technician
0630 Senior Fire Equipment Technician
0140 Senior Fire Prevention Specialist
0720 Senior Human Resources Specialist
1350 Senior Information Technology Analyst

Classes included in the Supervisory Management Unit as of September 28, 2006:

0530 Accounting Support Supervisor
0160 Assistant Fire Marshal
1220 Fire Communications Supervisor
1045 Fire Community Relations/Education Supervisor
0250 Fleet Services Coordinator
0240 Fleet Services Supervisor
1360 Information Technology Supervisor
0660 Service Center Supervisor
0249 Senior Fire Apparatus/Parts Specialist
1230 Senior Fire Communications Supervisor
0270 Senior Fire Helicopter Technician
0320 Supervising Purchasing Agent
1510 Wildland Fire Defense Planner

APPENDIX B

SIDE AGREEMENTS

- Auxiliary Transportation Technicians Agreement