



MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

AGENDA SPECIAL MEETING June 25, 2024 2:00 p.m. Open Session

MEETING LOCATION:

District Administration Offices, 19900 Portola Drive, Salinas, California 93908

1. CALL TO ORDER

- 1.1. Pledge of Allegiance
- 1.2. Roll call of Directors

2. PUBLIC COMMENT

*The public may address the District Board concerning any item **not** on the Board's agenda but within the subject matter jurisdiction of the Board. Speakers will be limited to three minutes unless otherwise specified by the President of the Board. There can be no deliberation or action on items not on the agenda. The Board may refer a matter to staff or schedule discussion for a future meeting.*

3. REGULAR AGENDA

3.1. [Local 2606 Memorandum of Understanding](#)

Receive report, discuss, and direct the President of the Board to execute the Memorandum of Understanding between the Monterey County Regional Fire Protection District and the Monterey County Regional Fire Protection District Fire Fighters Association, International Association of Fire Fighters, Local 2606.

3.2. [Industrial Disability Retirement determination of Matthew Weed](#)

Receive report, discuss and adopt Resolution 2024-20 determining the industrial disability of employee Matthew Weed.

3.3. [Delegation of authority for CALPERS disability retirements](#)

Receive report, discuss, and adopt Resolution 2024-21 approving the delegation of authority to the Fire Chief to make determinations of disability on behalf of the District under Government Code sections 21152(c), 21156, and 21173 and whether such disability is industrial, and to certify such determinations and all other necessary information to the California Public Employees' Retirement System.

4. ADJOURNMENT

ADA COMPLIANCE

In compliance with the American Disabilities Act (ADA), disabled individuals requiring special accommodations to access, attend, or participate in District Board meetings, should contact the District Administrative Office, (831) 455-1828. To ensure that your request is granted please notify this office at least one business day prior to the scheduled public meeting.

In Compliance with Government Code section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at 19900 Portola Drive, Salinas, California 93908 or at the scheduled meeting. In addition, if you would like a copy of any record related to an item on the agenda, please contact the District during normal business hours.

Certification

I, Karry Kuntz, hereby certify that this agenda in its entirety was posted at least (24) hours prior to the June 25, 2024 Special Meeting of the District Board of Directors at the District Administrative Offices, 19900 Portola Dr Salinas, CA 93908 and electronic posting on our website www.MCRFD.org

Karry Kuntz
Karry Kuntz, Clerk of the Board

Date June 20, 2024



MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

STAFF SUMMARY REPORT

AGENDA ITEM NUMBER: 3.1

DATE: June 17, 2024

PREPARED BY: David Sargenti

SUBJECT: Local 2606 Memorandum of Understanding

ISSUE AND STAFF REPORT

The District's Negotiating Committee has completed negotiations with the Monterey County Regional Fire Protection District Fire Fighters Association, International Association of Fire Fighters, Local 2606 for a three-year contract. This contract contains new provision for the following:

- Enhances the salaries for all members over the three-year contract (7.5% on July 1, 2024, 3% on July 1, 2025, 2% on July 1, 2026 and 2% on January 1, 2027).
 - Reducing the number of steps at the Firefighter rank to three. Elimination of step 1 Firefighter in year one and step 2 Firefighter in year 2.
 - Adding a step 2 to both the Engineer and Captain ranks. This step is 5% above step 1 and 5% below step three.
 - Defining language for Paramedic pay and increasing Paramedic pay (12.5% on July 1, 2024, 8% on July 1, 2025, 2% on July 1, 2026 and 2% on January 1, 2027).
 - Add a Paramedic commitment statement for employees who obtain their paramedic certification through a District sponsored program.
 - Detailing the seniority vacation selection re-bidding process.
 - Modifying the Bereavement Leave section to comply with changes to California state law.
 - Clarifying the service requirements and educational requirements for promotional testing criteria.
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RECOMMENDATION

Receive report, discuss, and direct the President of the Board to execute the Memorandum of Understanding between the Monterey County Regional Fire Protection District and the Monterey County Regional Fire Protection District Fire Fighters Association, International Association of Fire Fighters, Local 2606.

ATTACHMENTS

1. Local 2606 Memorandum of Understanding 2024-2027 red-line version.
2. Local 2606 Memorandum of Understanding 2024-2027 complete version.

MEMORANDUM OF UNDERSTANDING

The Monterey County Regional Fire Protection District Fire Fighters Association, International Association of Fire Fighters Local 2606, and representatives of the Monterey County Regional Fire Protection District (District) have met and conferred in good faith and have reached this Memorandum of Understanding (MOU). Upon ratification by the members of the Association and subsequent approval by the District Board of Directors, the term of this MOU shall be July 1, 2024² through June 30, 2024⁷.

SECTION 1: RECOGNITION

The Monterey County Regional Fire Fighters Association, International Association of Fire Fighters Local 2606 (Association) is the exclusive bargaining representative for purposes of representing regular and probationary District employees in the classifications of firefighter, fire engineer and fire captain.

SECTION 2: ASSOCIATION SECURITY

2.1 DUES DEDUCTIONS

- 2.1.1** Upon certification from the Association of a list of dues-paying members of the Association, and the appropriate amount of dues to be deducted for each member, the District will regularly deduct Association dues from dues-paying members' paychecks in the amount certified by the Association. The Association will notify the District of any changes to the amount of Association dues to be deducted, and/or any member validly cancelling or revoking a dues deduction authorization, within ten (10) calendar days. If any Association member communicates with the District about discontinuing payment of dues or otherwise withdrawing from Association membership, the District will refer the member to the Association.
- 2.1.2** Unless instructed otherwise in writing by the Association President, the District will transmit deducted dues to the Association by check sent directly to the Association's bank account on a monthly basis.
- 2.1.3** An employee's earnings must be sufficient after all other legal and required deductions are made, to cover the amount of the employee's Union dues.. When an employee is in a non-pay status for an entire pay period, no Union dues will be deducted from the employee's pay. In the event the employee is in a non-pay status for less than an entire pay period, Union dues will be deducted only if there are sufficient funds available after all other legal and required deductions have been made.
- 2.1.4** Hold Harmless: The Association shall indemnify, defend and hold harmless the District, its employees, directors, and any other agents or persons acting on its behalf, from and against any and all losses, damages, costs, expenses, claims, demands, suits, judgments, and other forms of liability arising out of this Dues Deduction section. In no event shall the District pay Association dues from its own funds. The Association shall refund to the District any

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amounts paid to the Association in error upon presentation of supporting evidence.

2.2 USE OF DISTRICT FACILITIES

The Association shall be allotted space on available District bulletin boards for communications having to do with official organization business, provided such use does not interfere with the needs of the District. This privilege may be revoked, if just cause is established, after the Fire Chief confers with representatives of the Association. Solicitation for membership in the Union or other forms of internal employee representation business shall be conducted during the non-duty hours of all Employees concerned.

The District agrees to grant official representatives of the Association reasonable access to discuss grievances arising under the terms of this Memorandum of Understanding with represented Employees during working hours. It is agreed that there will be as little interference as possible by the Association's Business Representative or Shift Steward during the working hours of such Employees.

SECTION 3: SALARIES

3.1 BASE SALARY

Effective the first full pay period in July 202~~4~~² or the first full pay period after Board approval of this MOU, whichever is later, the base salary for all classifications shall be increased by seven and one half ~~five~~ percent (7.5%).

Also effective the first full pay period in July 2024 or the first full pay period after Board approval of this MOU, whichever is later, the lowest firefighter step is eliminated, the fire engineer steps are increased to three (from two), and the fire captain steps are increased to three (from two); all steps are five percent (5%) apart; top steps remain the same.

Effective July 1, 202~~3~~⁵, the base salary for all classifications shall be increased by ~~four~~ three percent (4~~3~~³%).

Also, effective July 1, 2025, the lowest firefighter step is eliminated.

Effective July 1, 2026, the base salary for all classifications shall be increased by two percent (2%).

Effective January 1, 2027, the base salary for all classifications shall be increased by two percent (2%).

~~the first full pay period in July 2022, or the first full pay period after Board approval of this MOU, whichever is later, the following will be implemented to address alignment issues:~~

- ~~• The base salary for firefighter step 2 will be five percent (5%) higher than step 1. The base salary for firefighter step 3 shall be five percent (5%) higher than step 2. The base~~

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~~salary for firefighter step 4 shall be five percent (5%) higher than step 3. The base salary for firefighter step 5 shall be five percent (5%) higher than step 4.~~

- ~~• The base salary for fire engineer step 1 shall be five percent (5%) higher than firefighter step 5. The base salary for fire engineer step 2 shall be ten percent (10%) higher than fire engineer step 1.~~
- ~~• The base salary for fire captain step 1 shall be five percent (5%) higher than fire engineer step 2. The base salary for fire captain step 2 shall be ten percent (10%) higher than fire captain step 1.~~

~~The alignment adjustments will result in an additional 0.5% increase for the Fire Captain classification.~~

See Salary Schedule attached to this MOU as Exhibit A.

3.2 SALARY ADVANCEMENT WITHIN CLASSIFICATION

Firefighters shall be advanced from the first step to the second step upon successful completion of probation. Thereafter, an employee shall be advanced to the next higher step upon completion of twelve (12) months of full-time service and a satisfactory performance evaluation until the top step is reached.

Fire Engineers and Fire Captains shall be advanced to the next step upon completion of twelve (12) months of full-time service, completion of their task book, and a satisfactory performance evaluation.

3.3 TEMPORARY UPGRADE PAY

In the event of a temporary vacancy in the Fire Engineer or Fire Captain classifications, the Fire Chief or designee may assign qualified employees in lower classifications to fill the vacancy. As used here, the term “temporary vacancy” means a vacancy in a higher classification of at least one (1) month in duration. The Fire Chief or designee will first select employees to fill the temporary vacancy from the established and current list of employees eligible for promotion to the position. If there is no eligibility list or if the list is exhausted, the Chief or designee may assign employees to fill the temporary vacancy at his or her discretion. While assigned to temporarily perform the duties of the vacant higher classification, an employee shall receive the Step One rate of pay for the higher classification for all hours worked.

Any person acting in a temporary assignment shall be granted the full scope of said rank’s job description and shall fully perform those duties. For example, a Firefighter acting in the capacity of a temporary Engineer shall be allowed to act as the Officer in Charge and perform all aspects of the Engineer rank without restrictions.

The Parties agree that to the extent permitted by law, the temporary assignment pay provided above is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay.

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The Parties agree that this provision does not provide employees with an entitlement to temporary assignment pay that would violate Government Code section 20480.

3.4 CONVERSION OF PAY RANGES

The hourly rate of pay shall be calculated by multiplying the appropriate monthly base, including longevity and educational incentive pay, by twelve (12) and dividing the total by two thousand nine hundred and twenty (2920).

3.5 LONGEVITY PAY

All eligible employees shall receive longevity pay in accordance with the below:

<u>Years of Service</u>	<u>Percentage of Base Salary</u>
0-5	0
6	0.5
10	1
12	1.5
14	2
16	2.5
18	3
20	3.5
22	4
24	4.5
25	5.5
26	6
27	6.5
28	7
29	7.5
30	8.5

Longevity pay for employees on temporary upgrade pursuant to Section 3.4 shall be based on the temporary upgrade rate.

The parties agree that to the extent permitted by law, the longevity pay provided above is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(1) and 571.1(b)(1) Longevity Pay. The additional longevity pay an employee receives while on temporary upgrade pursuant to Section 3.4 is not reportable to CalPERS.

3.6 EDUCATIONAL INCENTIVE

3.6.1 Amount

Subject to the provisions of this section, employees that complete educational courses and degrees that enhance their ability to do their job, as set forth in below, will receive additional compensation as follows:

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<u>Education Units Attained</u>	<u>Percentage of Base Pay</u>
12-23	1%
24-47	2.5%
48-59	4%
60	5%
90	7.5%
120	10%

Educational incentive for employees on temporary upgrade pursuant to Section 3.3 shall be based on the temporary upgrade pay rate.

3.6.2 Conversion of Degrees and Courses to Education Units

Degrees and courses will be converted to educational units as follows:

- a. An employee who has obtained an Associate's Degree in Fire Protection Technology shall receive sixty (60) education units.
- b. An employee who has obtained an Associate's Degree other than Fire Science or Fire Protection Technology shall receive forty-two (42) education units.
- c. An employee working towards an Associate's Degree other than Fire Science or Fire Protection Technology may have a maximum of twenty-one (21) education units.
- d. An employee who has obtained a Bachelor's Degree in one of the following subjects shall receive one-hundred and twenty (120) education units.

Fire Science
Fire Protection Technology
Fire Protection Administration
Fire Prevention
Fire Safety
Fire Protection Engineering

- e. An employee who has obtained a Bachelor's Degree in a subject from the list below, and who has completed an additional eighteen (18) units in Fire Science, will receive one-hundred twenty (120) education units.

Administration Organization and Management
Business Administration
Business Management
Human Relations

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Human Resources
Personnel Management
Public Administration

An employee working towards a Bachelor's Degree in a subject from the above list will receive a maximum of forty-eight (48) general education units in addition to the units obtained during the completion of the Bachelor's Degree

- f. An employee who has obtained a Bachelor's Degree in a subject other than those listed above shall receive ninety (90) education units. After the completion of thirty (30) units in Fire Science or Emergency Medicine, the employee will receive one-hundred twenty (120) education units.

- g. Approved course hours are converted to education units at the following rate:

up to 15 hours = 1/2 unit
16 to 18 hours = 1 unit
19 to 35 hours = 1 1/2 units
36 to 40 hours = 2 units
41 to 47 hours = 2 1/2 units
48 to 54 hours = 3 units

- h. Other Rules on Education Units

- i. Electives (Non-Fire Science) will not be compensated until the degree is received. All Fire Science classes/seminars/job related courses shall be allowed as approved units.

- ii. The following courses will not be approved for units towards education pay whether taken on or off duty:

First Responder Medical (includes defibrillator)
First Responder Haz-Mat (operations level)
On Scene Manager (Haz-Mat)
ICS 200 or 220
Monterey County Regional Volunteer Academy

- iii. EMT/ EMT upgrade/ EMT Re-certification will not be approved for units towards education pay when taken on duty.

- iv. Any class that has been repeated will not be approved for units unless authorized by the Chief.

3.6.3 Reimbursement, Attending Courses on Duty

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- a. The District will not be responsible for any tuition or fees incurred at the college and/or university level, unless approved by the Chief.
- b. An employee who completes State Certified Fire Officer & Chief Officer courses or any Fire Service Seminars/Workshops may seek reimbursement from the District. An employee who receives reimbursement for these courses will not receive education units.
- c. To attend a class while on duty, employees must use vacation, compensatory time off or trade shifts, unless otherwise approved by the Chief or designee.

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3.6.4 Procedure

In order to receive education pay, the employee must submit evidence of successful completion of the degree or coursework to the Fire Chief or designee no later than June 1 or December 31. If such evidence is submitted by June 1, upon review and approval by the Fire Chief or designee, the education pay will commence no later than July 1. If such evidence is submitted by December 31, upon review and approval by the Chief or designee, the education pay will commence no later than February 1.

For new hires, the employee is allowed to submit one educational incentive packet upon hiring. For subsequent reviews, the remainder of this section shall apply.

3.6.5 Paramedic School Educational Incentive

Employees hired on or after January 1, 2021 are not eligible for Paramedic School Educational Incentive.

The following applies only to employees hired prior to January 1, 2021: Employees who have financed their own education shall receive full accredited value for all units stated by their transcript. The Chief has the discretion to review transcript units and in the event there are hours credited by the program that conflict with the MOU, the Chief can reduce the units. Furthermore, any individual who has a completed and accredited paramedic program in which course hours were granted rather than educational units shall be awarded 35 units for completion of their program.

3.6.6 Pensionability

The Parties agree that to the extent permitted by law, the education incentive provided above is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(2) and Title 2 CCR, Section 571.1(b)(2) Educational Incentive. The additional educational incentive an employee receives while on temporary upgrade pursuant to Section 3.3 is not reportable to CalPERS.

3.7 PARAMEDIC PAY

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Employees who have a current State of California Paramedic License and are current on all certifications and accreditations required by the Monterey County EMS Agency are eligible for paramedic pay.

Eligible employees who regularly perform paramedic scope of work as part of their regular duties ~~obtain and maintain a paramedic license~~ shall receive additional compensation in the amount of ten percent (10%) of the base salary for firefighter step 1.

The Parties agree that to the extent permitted by law, paramedic pay is special compensation to employees who obtain and maintain certification in auxiliary medical techniques and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(2) Paramedic Pay and Title 2 CCR, Section 571.1(b)(2) Paramedic Pay.

3.7.1 Paramedic Commitment

Effective January 1, 2025, employees that obtain their paramedic certifications through District-sponsored means must commit to maintaining their State of California Paramedic License and all certifications and accreditations required by the Monterey County EMS Agency, and to regularly performing paramedic scope of work as part of their regular duties, for no less than three (3) continuous years of employment at the District from the date all certifications and accreditations are first obtained.

3.8 BILINGUAL PAY

Employees who customarily and routinely are required to use communication skills in a language other than English in the performance of their duties are entitled to one thousand two hundred dollars per year, paid in equal installments each pay period upon passing a test administered by a provider chosen the District. The District will provide testing opportunities no less than twice per year.

The District will implement the bilingual pay program no later than January 1, 2023. However, if it is impractical for the District to implement the bilingual pay program by January 1, 2023, employees who take and pass the first test after that date will receive bilingual pay effective January 1, 2023 or their start date at the District, whichever is later.

3.9 FLSA

All eligible Monterey County Regional Fire District fire personnel, regardless of title or rank, are subject to a 24-day work period pursuant to 29 USC section 207(k), with an FLSA overtime threshold of 182. Each shift is scheduled to eight (8) shifts per work period, totaling 192 scheduled hours of work every twenty-four (24) days.

Effective with the first pay period in February 2020, the District will compensate firefighting personnel with a premium for scheduled hours 182-192 at a rate of $6.34 \times 0.5 \times$ the hourly overtime rate per pay period, regardless of whether the employee takes leave in the work period.

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The hourly overtime rate for purposes of this section is calculated by adding bi-monthly base salary, educational incentive (if any), longevity incentive (if any), and paramedic pay (if any), then multiplying that sum by twenty-four (annual bi-monthly pay periods), and then dividing that sum by 2920 (hours scheduled to work per year).

Of this rate, only the base pay portion is reported to CalPERS; CalPERS does not recognize the educational incentive, longevity incentive, or paramedic pay portion of this rate.

3.11- PAY PERIODS

Employees are on bi-monthly pay periods. The first pay period of the month will be the first through the fifteenth. The second pay period of the month will be the sixteenth through the last day of the month. The pay date for each pay period will occur on the second Thursday after the close of the bi-monthly pay period.

SECTION 4: HOURS OF WORK

4.1 WORK SCHEDULE

The work schedule shall consist of two (2) consecutive twenty-four (24) hour on-duty periods, followed by four (4) consecutive twenty-four (24) hour off-duty periods in accordance with the following:

XXOOOO X = 24 HOURS ON DUTY PERIOD
 O = 24 HOURS OFF DUTY PERIOD

Each twenty-four (24) hour on-duty period is considered one shift.

4.2 STARTING TIME

The regular starting time shall be 0800.

4.3 DAILY WORK SCHEDULE

4.3.1 Monday through Saturday

Subject to 4.3.3 below, on Monday through Saturday, 0800 to 1630 is dedicated work time and 1630 to 0800 is free time. During dedicated work time, employees are entitled to two paid fifteen minute breaks during work time and one paid hour-long meal break. Meal breaks should be taken midway through dedicated work time. The first fifteen minute break should be taken midway through the morning dedicated work time. The second fifteen minute break should be taken midway through the afternoon dedicated work time. Fifteen minute breaks shall not be combined with meal breaks.

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4.3.2 Sundays and Holidays

Subject to 4.3.3 below, on Sundays and the Holidays identified directly below, 0800 to 1300 is dedicated work time and 1300 to 0800 is free time. During dedicated work time on Sundays and the Holidays identified directly below, employees are entitled to one paid fifteen minute break and one hour-long paid meal break. Meal breaks should be taken midway through dedicated work time. The fifteen minute break shall not be combined with the meal break.

The below holidays are subject to the schedule set forth in this Section:

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	October 12
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King, Jr. Day	January 20
Lincoln's Birthday	February 12
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19

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4.3.3 Schedule Modification

The above schedule may be modified at the discretion of the Officer In Charge (OIC). For example, start times, end times, and break times can be adjusted or truncated to accommodate extended work day projects, volunteer drills, night drills, excessive call volume, accolade for work performed, or for any other circumstance deemed appropriate by the OIC.

4.4 EXCHANGE OF ON-DUTY TIME (SHIFT TRADES)

Shift trades are executed by submitting an official Trade Request through the electronic scheduling application. Shift trades are voluntary between employees. The District shall incur no increased overtime costs due to employee shift trades.

SECTION 5: OVERTIME

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Overtime is authorized time worked outside an employee's regular work schedule. Overtime shall be compensated at one and one-half (1 1/2) times the employee's regular rate of pay. As used here, the term "regular rate of pay" means the employee's base salary rate + longevity (if any) + education (if any) + paramedic (if any) + bilingual (if any). Sick leave, compensatory time off, and vacation leave shall count as hours worked for overtime purposes.

Employees may not work overtime without prior approval from the Fire Chief or designee. Overtime shall be computed in one-quarter (1/4) hour increments by rounding to the nearest quarter hour.

SECTION 6: EMERGENCY CALL BACK PAY

When an employee who has completed his or her regular shift is called back to work after leaving the work site, that employee shall be compensated at an overtime rate for all hours actually worked or two (2) hours, whichever is greater. Emergency call back time actually worked in excess of two (2) hours will be paid as overtime in accordance with section 5 and will be rounded to the nearest quarter hour. Additionally, employees are entitled to one half (1/2) hour of pay at an overtime rate to compensate them for time spent travelling home after the call back.

SECTION 7: HOLIDAYS

Prior to February 1, 2020, employees received eight (8) hours of pay at the overtime rate for each observed holiday, regardless of whether the employee was scheduled to work the holiday.

Effective February 1, 2020, firefighters no longer receive eight (8) hours of pay at the overtime rate for each observed holiday. Instead, base salaries were increased by 3.5% to compensate employees for holidays, regardless of whether they work on the holiday or not.

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SECTION 8: VACATION AND COMPENSATORY TIME OFF (CTO)

8.1 VACATION ACCRUAL

An Employee may accumulate no more than three hundred sixty (360) hours of vacation to his/her credit. Vacation accrual is calculated at the end of each calendar month.

Employees shall be entitled to vacation with pay in accordance with the following schedule:

During the first one (1) year of continuous service, vacation time accrual shall be prorated at a monthly rate of twelve (12) hours from the date of hire rounding to the nearest full hour.

Example: Hire date of 1/27/06. The Employee would accrue two (2) hours. (12 hours x 12 months divided by 365 days times 4 days=1.57) The four days represent the actual days worked in January.

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- 8.1.1** During the first one (1) year of continuous service, vacation time will be accrued at the rate of twelve (12) hours per month worked.
- 8.1.2** After the completion of one (1) year of continuous service, vacation time will be accrued at the rate of fourteen (14) hours per month worked.
- 8.1.3** After the completion of four (4) years of continuous service, vacation time will be accrued at the rate of sixteen (16) hours per month worked.
- 8.1.4** After the completion of nine (9) years of continuous service, vacation time will be accrued at the rate of twenty (20) hours per month worked.
- 8.1.5** After completion of fourteen (14) years of continuous service, vacation time will be accrued at the rate of twenty two (22) hours per month worked.

After the completion of nineteen (19) years of continuous service, vacation time will be accrued at the rate of twenty four (24) hours per month worked.

8.2 VACATION SCHEDULING

8.2.1 SENIORITY VACATION PICKS

Seniority Vacation Picks are chosen every year beginning November 1, or at an alternate date agreed upon by the Association. The vacation time being selected shall be for the following year from January 6th through the year until the next January 5th, and shall be subject to the following conditions:

- a. Each selection shall be in 24-hour increments and continuous from start to finish with no interruptions. Any non-continuous selections, i.e. July 3 and 4, and July 27 and 28, shall be broken into two different selections in two different rounds of the Seniority Vacation Pick process.
- b. The number of selections an Employee may take is only limited by their available vacation time on the date vacation is actually taken.
- c. Once a seniority day is chosen and the Seniority Vacation Pick process is terminated, an individual is not able to cancel the selected days unless administratively moved to another shift, on department assignment (strike team), sick or on family leave, or are on 4850 time (disability) for those days. When seniority vacation is canceled due to one of these reasons, the available days shall be rebid beginning with the first person in seniority below the person vacating the spot and continuing through the seniority list until the available time is taken or the list is exhausted. If the time is not taken, the vacation board will be opened and the spot subject to the parameters established under Section 8.2.2 Regular Vacation Picks.

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- d. For both seniority and regular vacation picks, there shall be no more than two employees off on vacation or CTO at the same time from the same shift.

The process will follow these steps:

1. The Senior Captain for each shift will coordinate the Seniority Vacation Picks process and will contact each individual by telephone, in order of overall (not rank) seniority for their first-round pick.
2. Each person is given a maximum of 48 hours to respond with their pick, but all are encouraged to choose as quickly as possible to expedite the overall process.
3. Once a person has made their selection, it will be entered into the District Vacation Calendar with asterisks to indicate a seniority pick. Ex: ****LASTNAME** 24 VAC.**
4. If a person chooses not to select any seniority vacation days, they will be contacted again in subsequent rounds, unless they indicate otherwise.
5. The process continues from the most senior to the least senior individual until all members of the shift have chosen.
6. Round two, and all subsequent rounds, will repeat as outlined above until no more employees have a desire to select a seniority pick.

8.2.2 REGULAR VACATION PICKS

After the Seniority Pick process is complete, the vacation calendar is open for personnel to select regular vacation days (24 hr. shifts, not partials) for the year.

From January 1st through December 31st, vacation and CTO time shall be granted on a first-requested, first-granted basis using the following steps:

1. Check for available time (no more than two people on vacation or CTO)
2. If time is available, submit your request
3. Await confirmation from the Staffing Officer
4. If an employee decides not to take the vacation, it is their responsibility to cancel the time and contact the Staffing Officer with the change.

Vacation or CTO time may be taken in one-quarter hour increments after the first one (1) hour. A request of less than twenty-four (24) hours cannot be made until seven days prior to the selected time.

For training and Promotional Examination purposes, the District shall have the right to request vacation time referred to as MCRFD time. The person requesting the MCRFD time shall follow the procedure in section 8.2.2 REGULAR VACATION PICKS with the following exceptions: (1) The District may request and fill one spot if the time is

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available; (2) The District may request a partial shift more than seven days in advance, however an employee requesting a full shift at least seven days in advance can supersede it.

MCRFD time will be accrued and tracked in the same manner as a full-time employee. MCRFD A, MCRFD B, and MCRFD C will each accrue twenty-four (24) hours of vacation time a month until a maximum of two hundred sixty (260) hours is reached. MCRFD A, MCRFD B, and MCRFD C will each be listed on the monthly vacation balance sheet with the other full-time line personnel.

8.3 VACATION PAYMENT UPON SEPARATION

Upon separation from the District, employees shall be paid for all his or her accrued and unused vacation hours at his or her hourly base salary rate. Compensation for accrued and unused vacation hours shall be paid to the employee in one lump sum in a separate check.

8.4 COMPENSATORY TIME OFF (CTO)

Employees shall have the option to accumulate CTO in lieu of pay for overtime worked under section 5 and 6. CTO is accumulated at a rate of one-and-one-half (1.5) hours to every one (1.0) hour worked up to a total of two hundred forty (240) hours maximum. Subject to the vacation scheduling in Section 8.2, CTO may be taken at the convenience of the employee, subject to applicable law. Upon separation, an employee shall receive his/her current hourly regular rate of pay times one hundred percent (100%) of the employee's accrued CTO leave hours. Prior to the date of separation an employee should make a concerted effort to reduce the number of hours of CTO to one hundred forty-four (144) hours. As used here, the term "regular rate of pay" has the same meaning as that referenced in Section 5: Overtime, which is the employee's base salary rate + longevity (if any) + educational incentive (if any) + paramedic pay (if any) + bilingual pay (if any).

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8.5 VACATION BUY-BACK

Employees who have reached the maximum vacation accrual balance (360 hours) and are unable to exercise their time off benefits will have their vacation hours paid out to them up to a maximum of forty (40) hours per calendar year. As used here, the term "hourly rate" has the same meaning as that defined in Section 3.4

SECTION 9: SICK LEAVE

9.1 SICK LEAVE ACCRUAL

Sick leave hours shall accrue at the rate of twenty-four (24) hours per month. For new hires, the first month's sick leave accrual shall be prorated from the date of hire, rounding to the nearest full hour. Employees shall be able to accumulate an unlimited amount of sick leave.

9.2 SICK LEAVE USAGE

Sick leave shall be used when necessary due to personal illness or other reasons required by law. To use paid sick leave, the employee shall notify the staffing officer or the Fire Chief or designee prior to his start of his/her shift.

9.3 TERMINATION OF SICK LEAVE USAGE

When an Employee qualifies for Sec. 11.5 benefits, they may choose to terminate sick leave usage without any loss of benefits or seniority for a time period equal to the duration of sick time that is currently accrued on the official District record.

9.4 COMPENSATED SICK LEAVE ON RETIREMENT

An employee may choose to receive his/her hourly rate of pay up to 15 percent (15%) of the total sick leave hours. The remaining 85 percent (85%) of the sick leave balance shall be considered uncompensated. As used here, the term "hourly rate" has the same meaning as that defined in Section 3.4.

9.5 UNCOMPENSATED SICK LEAVE ON RETIREMENT, PERS Sec. 20965

Unused accumulated sick leave, for which there is no compensation or remuneration at all to the Employee, would be converted to additional service credit at the rate of 0.004 years of service credit for each day (250 days of sick leave equaling one year of service credit). One (1) day equals eight (8) hours of sick leave.

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SECTION 10: BEREAVEMENT LEAVE

10.1 BEREAVEMENT LEAVE QUALIFICATIONS

**20224-20247 Memorandum of Understanding
Between the Monterey County Regional Fire Protection District and IAFF Local 2606**

~~After having been employed by the District for a period of at least thirty (30) days, an employee may take up to five (5) twenty-four (24) hour shifts of Upon request, bereavement leave with pay shall be granted in the event of serious illness where death appears imminent, or in the event of the death of an member of the employee's immediate family has occurred. The immediate family shall consist of the Eemployee's spouse, domestic partner, children (including stepchildren & foster care children), parents, grandparents, grandchildren, brothers, sisters, sibling, aunts, uncles, first cousins, and the spouse/domestic partner's children, parents, grandparents, grandchildren, brothers, sisters, or sibling.others as previously petitioned.~~

10.2 BEREAVEMENT LEAVE USAGE

~~The employee shall receive up to two (2) twenty-four (24) hour shifts of paid bereavement leave. If~~

~~When the Eemployee is notified of a the need to use bereavement leave during his/her shift, the employee he/she shall receive paid bereavement leave for the rest of the shift in addition to the two (2) paid shifts. (if on duty) and the next two (2) duty shifts off. The remaining three (3) shifts are unpaid, except that an employee may use There shall be no time deducted for bereavement leave from the vacation, sick leave or compensatory time off that is otherwise available to the employee.certified time off accrual banks of the employee.~~

~~Days of bereavement leave used need not be consecutive but must be completed within six (6) months of the date of the death of the employee's family member.~~

~~As soon as practicable, an employee who needs to use bereavement leave shall notify the Human Resources Officer in writing.~~

10.3 DOCUMENTATION REGARDING USE OF BEREAVEMENT LEAVE

~~The Fire Chief or designee may, within thirty days of the first day of the leave, require that an employee provide documentation of the death of the family member. Documentation includes but is not limited to a death certificate, a published obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.~~

10.3SECTION 11. PERSONAL LEAVE

The Fire Chief or designee may approve up to twenty-four (24) hours of leave to an employee for personal reasons. The employee will have the choice to deduct these hours from either his/her vacation, sick leave, or CTO balance.

SECTION 112: HEALTH AND WELFARE

112.1 HEALTH INSURANCE

The District provides health insurance coverage for employees and dependents through the CalPERS. Employees may enroll in any Plan available to the employee.

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The District will contribute an amount toward monthly health benefits premiums up to the cost of the applicable premium (i.e., 1 Party, 2 Party, or Family) of the “PORAC Police and Fire Health Plan” offered by CalPERS. If an employee selects an option with a higher premium than the PORAC Police and Fire Health Plan, the employee shall pay for premium costs above the District’s contribution through payroll deductions. The District’s contribution includes the statutory minimum contribution required under the Public Employees’ Medical and Hospital Care Act (“PEMHCA”).

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112.2 DENTAL INSURANCE

The District shall provide dental insurance coverage for employees and dependents as administered by the Humana, or another provider as agreed to by the Board of Directors and Local 2606.

112.2.1 ORTHODONTICS

The maximum allowance for orthodontic services is as follows:

1. The Monterey County Regional Fire Protection District will pay orthodontia benefits, once the employee submits proof of payment, up to \$1500.00. This is a lifetime maximum per eligible dependent.
2. Benefits are payable only for dependent children (children up to 19 years of age or full time students up to 24 years of age). Employees and spouses are not eligible.
3. If reimbursement for orthodontic treatment has been made from previous insurance carriers, your dependent will not be eligible for an additional \$1500.00
4. Treatment includes the following: Formal, full-banded retention and treatment, including x-rays and other diagnostic procedures; removable or fixed appliances for tooth or bony structure guidance or retention.

112.3 VISION INSURANCE

The District provides vision insurance coverage for employees and dependents under the Vision Service Plan.

112.4 LIFE AND ACCIDENTAL DEATH INSURANCE

Currently, the District provides life and accidental death insurance coverage for employees under the long-term disability insurance policy set forth in Section 11.5.

112.5 LONG TERM DISABILITY

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The Employee shall contribute an amount necessary to maintain the current benefits provided by the California Firefighters Insurance Trust policy number CPF-8990N.

The District shall contribute an amount necessary to maintain the current benefits provided by California Association of Professional Firefighters Long Term Disability Plan. The employee will pay the insurance premium through a monthly payroll deduction. That amount shall be reimbursed to the employee monthly.

112.6 HEALTH INSURANCE UPON RETIREMENT

Upon retirement, the District shall contribute the statutory minimum contribution required under PEMHCA to eligible retirees (as defined by California Government Code at Section 22760) who elect to continue the District's health insurance benefits administered by CalPERS. In addition, for eligible retirees hired before January 1, 2021, the District will reimburse an amount up to the difference between the statutory minimum contribution required under PEMHCA and the then-current premium rate for the "Basic Plan" for "Single" under the PERS Platinum Plan, up to age 65.

12.7 SURVIVOR BENEFITS

Accrued benefits shall be paid to the employee's designated beneficiary, as indicated in the current CalPERS documentation, as follows:

1. The former employee's hourly rate of pay times 100 percent of their accrued vacation leave hours.
2. The former employee's hourly rate of pay times 100 percent of their accrued CTO leave hours.
3. The former employee's hourly rate of pay times 15 percent of the total sick leave hours accrued.

SECTION 123: UNIFORM ALLOWANCE

Employees shall receive a uniform allowance of eight hundred fifty dollars (\$850.00) per year. This stipend shall be used to purchase all components of the uniform ensemble including station shoes and wildland firefighting boots in accordance with the SOG that stipulates the requirements for said clothing.

For PERS reporting purposes only, the value of the purchase and replacement of uniforms is seventy dollars and eighty-three cents (\$70.83) per month.

The Parties agree that to the extent permitted by law, the [temporary assignment pay uniform allowance](#) provided above is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Uniform Allowance.

SECTION 134: PROBATIONARY PERIOD

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The probationary period is part of the examination process and is used to determine whether work performance or work-related behavior meets the standards of the position. A probationary employee may be rejected at any time during the probationary period with or without cause or reason, without notice or appeal or grievance or other rights set forth in the Administrative Policy governing discipline.

134.1 LENGTH OF INITIAL PROBATIONARY PERIOD

The initial probationary period is fifteen (15) months of actual continuous service commencing from the date of appointment. The probationary period is automatically extended by the length of any absence of three consecutive weeks or more. The probationary period can also be extended by the District at the discretion of the Fire Chief or designee.

During the initial probationary period, a probationary employee may be rejected at any time by the Fire Chief without right of appeal in any manner, including without recourse to the District's grievance procedure.

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134.2 LENGTH OF PROMOTIONAL PROBATIONARY PERIOD

On accepting promotion, an employee serves a new probationary period of twelve (12) months of actual continuous service commencing from the date of appointment. The promotional probationary period is automatically extended by the length of any absence of three consecutive weeks or more.

If the promoted employee fails to satisfactorily complete the probationary period, the employee may return to the position held prior to promotion unless they are terminated for cause.

SECTION 145: TIED SENIORITY

In the event more than one firefighter is hired on the same date, the order of seniority will be determined by the order the Employees ranked in the examination, as determined by their total score.

SECTION 156: LAYOFF

156.1 DEFINITION

A layoff is an involuntary separation of an employee from a class of position and from District service if the employee cannot or does not wish to be placed in a lower class or position. A layoff occurs without prejudice and without fault on the employee's part for any or all of the following reasons: abolition of position; curtailment of funds; interest of economy; modification or reduction of service requirements, or displacement by another employee with greater layoff right as defined by the Board of Directors.

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156.2 REASON FOR LAYOFF

The Fire Chief, after the approval by the Board of Directors, may layoff an Employee for reasons stated above. The Fire Chief shall notify the Board of Directors and the Association of the intended actions and reasons.

156.3 LAYOFF PROCEDURE

In the event a classification has been identified for layoff, employees within the classification will be laid off in order of inverse seniority – with the least senior employee being laid-off first. An employee identified for layoff may displace the least senior Employee in the next lower paying classification. The employee displaced to the next lower classification shall become the senior Employee in that classification for all purposes other than vacation picks. If there is no lower paying classification in the District the employee(s) shall be laid off.

156.4 PROMOTIONAL LIST

Displaced Employees shall be placed on a promotional list of those classifications they held prior to layoff in order of seniority for a period of four (4) years.

15.56 RE-EMPLOYMENT LIST

Laid-off Employees shall be placed on a promotional list in order of seniority for a period of three (3) years. Such list shall take precedence over all other employment eligibility lists. Any Employee who has been laid off and is subsequently recalled to work shall have seventy-two (72) hours, excluding weekends and holidays, after receipt of recall notice by certified mail or fourteen (14) days after a conscientious attempt to contact (phone, email, text message, etc), in which to contact the Fire Chief so that he/she may arrange his/her re-employment. A copy of recall shall be forwarded to Local 2606's President. It shall be the Employee's responsibility to keep the District advised as to his/her current mailing address and telephone number. Failure to contact the Fire Chief within seventy-two (72) hours will result in the removal of the Employee's name from the re-employment eligibility list. In the event an Employee recalled to work declines the offer, the Employee's name will be removed from the re-employment list.

15.67 REINSTATEMENT

When a laid-off Employee is reinstated, his/her prior accrued unused sick leave shall be credited to him/her and his/her seniority will be determined from his/her original date of hire.

SECTION 167: ELIGIBILITY REQUIREMENTS AND TESTING PROCEDURES FOR PROMOTIONAL APPOINTMENTS

167.1 PROMOTIONAL APPOINTMENTS

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Between the Monterey County Regional Fire Protection District and IAFF Local 2606**

Promotional appointments to classifications covered by this MOU shall be limited to Employees of the District. However, should no District Employee be qualified, or no Employee desires to compete for the position, a hearing will be held at a regular meeting of the Board of Directors to determine if the position shall be filled from outside the District. The decision of the Board will be final. Unless directed otherwise by the Board of Directors, vacated positions will be filled as soon as it is administratively feasible.

167.2 ENGINEER

Examinations will be limited to non-probationary firefighters who have completed at least two years of uninterrupted service with the District. Candidates must also have completed 50% of the educational requirements for *Company Officer* set by the California State Fire Marshal or possess a California State Fire Marshal *Fire Officer* certification. [The service requirement and educational requirement shall be satisfied by the time the list is certified.](#)

167.3 CAPTAIN

Examinations will be limited to Firefighters who have at least four years of uninterrupted service with the District, or who have held the position of Engineer for at least one year ~~at the time the list is certified.~~ Candidates must also have completed 100% of the educational requirements for *Company Officer* set by the California State Fire Marshal or possess a California State Fire Marshal *Fire Officer* certification. [The service requirement and educational requirement shall be satisfied by the time the list is certified.](#)

167.4 GENERAL PROMOTIONAL INFORMATION

A Firefighter who elects to take both the Engineer's and Captain's exam must pass both exams to be placed on the Captain's Promotional list.

Employees whose service is interrupted as a result of layoff may combine their service prior to, and after the layoff for the purpose of satisfying the service requirements.

The test for Engineer and Captain will consist of two parts: a written examination, and an assessment center, as set forth in the examination procedures.

The examination process shall be initiated no earlier than one hundred twenty (120) days prior to the expiration of the current eligibility list.

167.5 EXAMINATION PROCEDURES

167.5.1 Notice of Promotional Examination

The Fire Chief or designee shall prepare an official bulletin announcing any proposed examination.

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Announcements for all promotional examinations shall be posted at each fire station at least thirty (30) days prior to the final filing date. Announcements shall contain at least the following information:

1. Title of the position and current salary
2. Final filing date
3. Application procedure
4. Description of the examination process
5. Date(s) of the examination
6. A copy of the job description

167.5.2 Sign-Up Roster

A sign up roster will be available during normal business hours at the Administration Building. Eligible employees who desire to take the examination must sign the roster prior to the deadline established in the announcement.

167.5.3 Nature of Examinations

Examinations shall be administered in an impartial manner and be job-related in nature so as to reveal the capacity of the candidate for the position for which he/she is competing, as well as his/her general background and related knowledge. All efforts shall be made to base these examinations on the District's training program.

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167.5.4 Compensation During Examination

Employees attending any portion of the promotional exam while on duty will be compensated at their normal wage rate. Employees attending any portion of the promotional exam outside of their regularly scheduled shift will be compensated at their overtime rate for the time spent attending the exam.

167.6 WRITTEN EXAMINATION

The District shall develop a written examination for each position open for promotion based on material from the Monterey County Regional Fire District's On-line iPad Library, SOGs, SOPs, IFSTA, Company Officer, FBOR, ERG and Field Operations Guide.

Written examination will start precisely at the time designated in the announcement. Employees who are not present at the stated time will not be allowed to take the exam. Should an Employee be on duty at the scene of an emergency, the proctor may postpone the examination until the employee is available or allow the employee to take the examination at a later date. An employee who misses the exam for other reasons may petition the Association to make up the exam. If approved, the petition will be forwarded to the Fire Chief for final approval.

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Once the examination has started, no one will be allowed to leave the room without the permission of the proctor.

The total time allocated for the written examination shall be specified by the developer of the examination. Upon completion of the examination, or expiration of allocated time, all examinations and work sheets will be turned in to the proctor.

167.7 ASSESSMENT CENTER

The District shall develop an assessment center for each position open for promotion. The assessment center will consist of various exercises that will allow each candidate to demonstrate his/her knowledge, skills and abilities related to the position. The assessment center may include no more than four of the following exercises:

1. Oral Presentation or Visual Resume
2. Teaching Demonstration
3. Oral Interview
4. Situational Employee Counseling
5. Situational Fire Prevention Issue/Citizen's Complaint
6. Strategies and Tactics
7. Writing Exercise
8. Crew Meetings

Manipulative pumping and driving will be a mandatory exercise for the assessment center for the Fire Engineer classification and will not be counted as one of the four maximum exercises.

Assessors/evaluators shall be of members of the community. Former District employees, volunteers or board members of the District, or any predecessor agencies, will not be permitted as assessors/evaluators.

There shall be a minimum of two assessors/evaluators at each exercise. Assessors/evaluators shall be selected as follows:

1. 1/3 of the total assessors/evaluators chosen by the District
2. 1/3 of the total assessors/evaluators chosen by the Association
3. 1/3 of the total assessors/evaluators chosen jointly

Assessors/evaluators that come from the fire service shall hold a rank of at least one step higher than the position being tested.

The role of a District Chief officer in the assessment station is solely to answer questions from the assessor/evaluators.

167.8 EXAMINATION SCORES

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Between the Monterey County Regional Fire Protection District and IAFF Local 2606**

The written examination shall be weighted twenty-five percent (25%) and the assessment center shall be weighted seventy-five percent (75%) in determining final overall score for placement on the eligibility list.

For the Assessment Center, each assessor/evaluator shall place a score at the bottom of each exercise grading sheet. The average of the scores will be the individual's final score for that exercise. Total scores for the various exercises will be divided by the total points possible to obtain final score for the Assessment Center.

The final score of each examination will be used to determine the individual's position on the eligibility list. All scores will be rounded up to the nearest one hundredth.

An Employee with a final score of less than seventy percent (70%) will not be placed on the eligibility list.

If two (2) or more persons have the same final score, they will be placed on the list by seniority.

167.9 ELIGIBILITY LIST

The list shall be divided into bands. Each band is divided into increments of seven percent (7%) of the top score of each band.

The Fire Chief shall have the ability to select from any of the candidates on the list that are in the first band. If any candidate is bypassed for a promotional appointment, upon request of the bypassed candidate, the Fire Chief shall give the reasons in writing.

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167.10 CERTIFICATION

Promotional exams shall take place in April unless it is unreasonable to do so as may be determined by the Chief or designee. Eligibility lists shall be certified within 30 days of completion of the testing process.

Eligibility lists will become effective the day after the expiration date of the corresponding current list. Where no list exists, the new eligibility list will become effective the date the list is certified.

17.6-11 DURATION

The Engineer's list will be a two (2) year list.

The Captain's list will be a two (2) year list.

Both tests will be administered jointly.

SECTION 178: COMPANY OFFICER CERTIFICATION

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Between the Monterey County Regional Fire Protection District and IAFF Local 2606**

The District will comply with applicable law regarding State Fire Marshal Company Officer certification task book requirements. This section is not greivable.

SECTION 189: DISCIPLINE

Discipline, corrective actions, punitive actions, and procedures related to such actions are governed by Administrative Policy. The current version, No. 2018-02, is attached to this MOU as Exhibit B.

SECTION 1920: GRIEVANCES

The District's Grievance Procedure is set forth in Administrative Policy. The current version, No. 2018-01, which is attached to this MOU as Exhibit C. However, members of Local 2606 and the District additionally agree that the employee's and/or Association's formal written grievance must be presented to the grievant's supervisor no later than thirty (30) days following the occurrence of the event(s) on which the grievance is based.

SECTION 201: RETIREMENT BENEFITS

The District shall maintain its contract with CalPERS for a "3% at 55" benefit for "Classic" Safety Employees. All other options provided under the previous "2% at 50" benefit shall remain in effect. For new employees hired into the CalPERS system after January 1, 2013, the formula for the "PEPRA" Safety Employee is "2.7% at 57."

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201.1 RETIREMENT FORMULA

For "Classic Members," the District contracts with CalPERS to provide the 3% at 55 retirement formula. For "New Members," the District contracts with CalPERS to provide the 2.7% at 57 retirement formula.

The term "New Members" is defined by the Public Employees' Pension Reform Act (PEPRA), which took effect January 1, 2013. "New Members" (also referred to as "PEPRA Members") are generally those who newly enrolled into the CalPERS system on or after January 1, 2013. "Classic" members are all those that do not fit within the statutory definition of "New Member."

201.2 PAYMENT OF EMPLOYEE/MEMBER CONTRIBUTION

Classic Members shall pay the full employee contribution rate (as of July 1, 2022 the rate is 9%) as defined by CalPERS. New Members shall pay the statutorily mandated contribution rate of

**20224-20247 Memorandum of Understanding
Between the Monterey County Regional Fire Protection District and IAFF Local 2606**

one half the total employer normal cost rate as defined by CalPERS (as of July 1, 2022, the rate is 13.75%).

201.3 ADDITIONAL CONTRACTED BENEFITS

The District has contracted with CalPERS for additional retirement benefits, including a 2% COLA and sick leave service credit for both Classic and New Members. The full itemization of additional retirement benefits for Classic and New Members is set forth in the District's contract with CalPERS.

SECTION 212: DEFERRED COMPENSATION PLAN

The District contracts with Voya Retirement Insurance and Annuity Company ("Voya") to provide a deferred compensation plan and other investment account vehicles for District employees. Employees may elect to contribute a portion of their salary to the plan, subject to the terms of the District's plan contract with Voya.

SECTION 223: OUTSIDE EMPLOYMENT

Outside employment shall not constitute a conflict of interest for the Employees or the District. No Employee shall apply himself, whatsoever, to any outside employment during his regular working hours. No emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the District.

SECTION 234: SEVERABILITY

In the event that any specific provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, those provisions of the MOU shall be null and void without any negative or detrimental effect on any other provisions of this MOU.

SECTION 245: NEGOTIATIONS

Either Party may request to commence successor MOU negotiations no earlier than February 1 of the year the Agreement expires. Once requested, the Parties agree to set a date for their first negotiation session that is no later than April 1 of the same year. The request must be in writing. The Association must send its request to the Fire Chief. The District must send its request to the Association President.

SECTION 256: STATUS QUO

In the event that a new MOU is not adopted or ratified by the expiration date of the current MOU, the status quo shall remain in effect until a new MOU is ratified.

SECTION 267 TOBACCO FREE WORKPLACE

**20224-20247 Memorandum of Understanding
Between the Monterey County Regional Fire Protection District and IAFF Local 2606**

267.1 NEW HIRES

Monterey County Regional Fire District is a smoketobacco-free environment. Employees hired on or after January 1, 2021, will agree to refrain from using tobacco in any form, as a condition of employment.

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267.2 USE OF TOBACCO PRODUCTS ON SITE PROHIBITED

The use of tobacco products, including, but not limited to cigarettes, e-cigarettes, vaping, cigars, and pipes, and smokeless tobacco, is prohibited at all District facilities and on all District property, including apparatuses, vehicles, parking lots, and other outdoor areas. Employees who smoke or use tobacco products in violation of this provision may be subject to disciplinary action up to and including termination of employment.

SECTION 278: EXISTING MEMORANDUM OF UNDERSTANDING

This MOU shall supersede all existing Memoranda of Understandings, side letters, and addendums between the District and the Association.

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FOR THE MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT FIRE FIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 2606:

JUSTIN KEISLINGCONNEAU, PRESIDENT, LOCAL 2606

DATE

ERIC AZARVAND, CHIEF NEGOTIATOR

DATE

**20224-20247 Memorandum of Understanding
Between the Monterey County Regional Fire Protection District and IAFF Local 2606**

FOR THE MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT:

~~WARREN POTRAS~~ AIMEE DAHLE, BOARD PRESIDENT _____ DATE

LISA S. CHARBONNEAU, CHIEF NEGOTIATOR _____ DATE

MEMORANDUM OF UNDERSTANDING

**MONTEREY COUNTY REGIONAL FIRE
PROTECTION DISTRICT**



**MONTEREY COUNTY REGIONAL FIRE
PROTECTION DISTRICT FIRE FIGHTERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 2606**

2024-2027

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MEMORANDUM OF UNDERSTANDING

The Monterey County Regional Fire Protection District Fire Fighters Association, International Association of Fire Fighters Local 2606, and representatives of the Monterey County Regional Fire Protection District (District) have met and conferred in good faith and have reached this Memorandum of Understanding (MOU). Upon ratification by the members of the Association and subsequent approval by the District Board of Directors, the term of this MOU shall be July 1, 2024 through June 30, 2027.

SECTION 1: RECOGNITION

The Monterey County Regional Fire Fighters Association, International Association of Fire Fighters Local 2606 (Association) is the exclusive bargaining representative for purposes of representing regular and probationary District employees in the classifications of firefighter, fire engineer and fire captain.

SECTION 2: ASSOCIATION SECURITY

2.1 DUES DEDUCTIONS

- 2.1.1** Upon certification from the Association of a list of dues-paying members of the Association, and the appropriate amount of dues to be deducted for each member, the District will regularly deduct Association dues from dues-paying members' paychecks in the amount certified by the Association. The Association will notify the District of any changes to the amount of Association dues to be deducted, and/or any member validly cancelling or revoking a dues deduction authorization, within ten (10) calendar days. If any Association member communicates with the District about discontinuing payment of dues or otherwise withdrawing from Association membership, the District will refer the member to the Association.
- 2.1.2** Unless instructed otherwise in writing by the Association President, the District will transmit deducted dues to the Association by check sent directly to the Association's bank account on a monthly basis.
- 2.1.3** An employee's earnings must be sufficient after all other legal and required deductions are made, to cover the amount of the employee's Union dues.. When an employee is in a non-pay status for an entire pay period, no Union dues will be deducted from the employee's pay. In the event the employee is in a non-pay status for less than an entire pay period, Union dues will be deducted only if there are sufficient funds available after all other legal and required deductions have been made.
- 2.1.4** Hold Harmless: The Association shall indemnify, defend and hold harmless the District, its employees, directors, and any other agents or persons acting on its behalf, from and against any and all losses, damages, costs, expenses, claims, demands, suits, judgments, and other forms of liability arising out of this Dues Deduction section. In no event shall the District pay Association dues from its own funds. The Association

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shall refund to the District any amounts paid to the Association in error upon presentation of supporting evidence.

2.2 USE OF DISTRICT FACILITIES

The Association shall be allotted space on available District bulletin boards for communications having to do with official organization business, provided such use does not interfere with the needs of the District. This privilege may be revoked, if just cause is established, after the Fire Chief confers with representatives of the Association. Solicitation for membership in the Union or other forms of internal employee representation business shall be conducted during the non-duty hours of all Employees concerned.

The District agrees to grant official representatives of the Association reasonable access to discuss grievances arising under the terms of this Memorandum of Understanding with represented Employees during working hours. It is agreed that there will be as little interference as possible by the Association's Business Representative or Shift Steward during the working hours of such Employees.

SECTION 3: SALARIES

3.1 BASE SALARY

Effective the first full pay period in July 2024 or the first full pay period after Board approval of this MOU, whichever is later, the base salary for all classifications shall be increased by seven-and one-half percent (7.5%).

Also, effective the first full pay period in July 2024 or the first full pay period after Board approval of this MOU, whichever is later, the lowest firefighter step is eliminated, the fire engineer steps are increased to three (from two), and the fire captain steps are increased to three (from two); all steps are five percent (5%) apart; top steps remain the same.

Effective July 1, 2025, the base salary for all classifications shall be increased by three percent (3%).

Also, effective July 1, 2025, the lowest firefighter step is eliminated.

Effective July 1, 2026, the base salary for all classifications shall be increased by two percent (2%).

Effective January 1, 2027, the base salary for all classifications shall be increased by two percent (2%).

See Salary Schedule attached to this MOU as Exhibit A.

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3.2 SALARY ADVANCEMENT WITHIN CLASSIFICATION

Firefighters shall be advanced from the first step to the second step upon successful completion of probation. Thereafter, an employee shall be advanced to the next higher step upon completion of twelve (12) months of full-time service and a satisfactory performance evaluation until the top step is reached.

Fire Engineers and Fire Captains shall be advanced to the next step upon completion of twelve (12) months of full-time service, completion of their task book, and a satisfactory performance evaluation.

3.3 TEMPORARY UPGRADE PAY

In the event of a temporary vacancy in the Fire Engineer or Fire Captain classifications, the Fire Chief or designee may assign qualified employees in lower classifications to fill the vacancy. As used here, the term “temporary vacancy” means a vacancy in a higher classification of at least one (1) month in duration. The Fire Chief or designee will first select employees to fill the temporary vacancy from the established and current list of employees eligible for promotion to the position. If there is no eligibility list or if the list is exhausted, the Chief or designee may assign employees to fill the temporary vacancy at his or her discretion. While assigned to temporarily perform the duties of the vacant higher classification, an employee shall receive the Step One rate of pay for the higher classification for all hours worked.

Any person acting in a temporary assignment shall be granted the full scope of said rank’s job description and shall fully perform those duties. For example, a Firefighter acting in the capacity of a temporary Engineer shall be allowed to act as the Officer in Charge and perform all aspects of the Engineer rank without restrictions.

The Parties agree that to the extent permitted by law, the temporary assignment pay provided above is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(3) Temporary Upgrade Pay.

The Parties agree that this provision does not provide employees with an entitlement to temporary assignment pay that would violate Government Code section 20480.

3.4 CONVERSION OF PAY RANGES

The hourly rate of pay shall be calculated by multiplying the appropriate monthly base, including longevity and educational incentive pay, by twelve (12) and dividing the total by two thousand nine hundred and twenty (2920).

3.5 LONGEVITY PAY

All eligible employees shall receive longevity pay in accordance with the below:

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<u>Years of Service</u>	<u>Percentage of Base Salary</u>
0-5	0
6	0.5
10	1
12	1.5
14	2
16	2.5
18	3
20	3.5
22	4
24	4.5
25	5.5
26	6
27	6.5
28	7
29	7.5
30	8.5

Longevity pay for employees on temporary upgrade pursuant to Section 3.4 shall be based on the temporary upgrade rate.

The parties agree that to the extent permitted by law, the longevity pay provided above is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(1) and 571.1(b)(1) Longevity Pay. The additional longevity pay an employee receives while on temporary upgrade pursuant to Section 3.4 is not reportable to CalPERS.

3.6 EDUCATIONAL INCENTIVE

3.6.1 Amount

Subject to the provisions of this section, employees that complete educational courses and degrees that enhance their ability to do their job, as set forth in below, will receive additional compensation as follows:

<u>Education Units Attained</u>	<u>Percentage of Base Pay</u>
12-23	1%
24-47	2.5%
48-59	4%
60	5%
90	7.5%
120	10%

Educational incentive for employees on temporary upgrade pursuant to Section 3.3 shall be based on the temporary upgrade pay rate.

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3.6.2 Conversion of Degrees and Courses to Education Units

Degrees and courses will be converted to educational units as follows:

- a. An employee who has obtained an Associate's Degree in Fire Protection Technology shall receive sixty (60) education units.
- b. An employee who has obtained an Associate's Degree other than Fire Science or Fire Protection Technology shall receive forty-two (42) education units.
- c. An employee working towards an Associate's Degree other than Fire Science or Fire Protection Technology may have a maximum of twenty-one (21) education units.
- d. An employee who has obtained a Bachelor's Degree in one of the following subjects shall receive one-hundred and twenty (120) education units.

Fire Science
Fire Protection Technology
Fire Protection Administration
Fire Prevention
Fire Safety
Fire Protection Engineering

- e. An employee who has obtained a Bachelor's Degree in a subject from the list below, and who has completed an additional eighteen (18) units in Fire Science, will receive one-hundred twenty (120) education units.

Administration Organization and Management
Business Administration
Business Management
Human Relations
Human Resources
Personnel Management
Public Administration

An employee working towards a Bachelor's Degree in a subject from the above list will receive a maximum of forty-eight (48) general education units in addition to the units obtained during the completion of the Bachelor's Degree

- f. An employee who has obtained a Bachelor's Degree in a subject other than those listed above shall receive ninety (90) education units. After the completion of thirty (30) units in Fire Science or Emergency Medicine, the employee will receive one-hundred twenty (120) education units.

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g. Approved course hours are converted to education units at the following rate:

up to 15 hours = 1/2 unit
16 to 18 hours = 1 unit
19 to 35 hours = 1 ½ units
36 to 40 hours = 2 units
41 to 47 hours = 2 ½ units
48 to 54 hours= 3 units

h. Other Rules on Education Units

- i. Electives (Non-Fire Science) will not be compensated until the degree is received. All Fire Science classes/seminars/job related courses shall be allowed as approved units.
- ii. The following courses will not be approved for units towards education pay whether taken on or off duty:

First Responder Medical (includes defibrillator)
First Responder Haz-Mat (operations level)
On Scene Manager (Haz-Mat)
ICS 200 or 220
Monterey County Regional Volunteer Academy
- iii. EMT/ EMT upgrade/ EMT Re-certification will not be approved for units towards education pay when taken on duty.
- iv. Any class that has been repeated will not be approved for units unless authorized by the Chief.

3.6.3 Reimbursement, Attending Courses on Duty

- a. The District will not be responsible for any tuition or fees incurred at the college and/or university level, unless approved by the Chief.
- b. An employee who completes State Certified Fire Officer & Chief Officer courses or any Fire Service Seminars/Workshops may seek reimbursement from the District. An employee who receives reimbursement for these courses will not receive education units.
- c. To attend a class while on duty, employees must use vacation, compensatory time off or trade shifts, unless otherwise approved by the Chief or designee.

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3.6.4 Procedure

In order to receive education pay, the employee must submit evidence of successful completion of the degree or coursework to the Fire Chief or designee no later than June 1 or December 31. If such evidence is submitted by June 1, upon review and approval by the Fire Chief or designee, the education pay will commence no later than July 1. If such evidence is submitted by December 31, upon review and approval by the Chief or designee, the education pay will commence no later than February 1.

For new hires, the employee is allowed to submit one educational incentive packet upon hiring. For subsequent reviews, the remainder of this section shall apply.

3.6.5 Paramedic School Educational Incentive

Employees hired on or after January 1, 2021 are not eligible for Paramedic School Educational Incentive.

The following applies only to employees hired prior to January 1, 2021: Employees who have financed their own education shall receive full accredited value for all units stated by their transcript. The Chief has the discretion to review transcript units and in the event there are hours credited by the program that conflict with the MOU, the Chief can reduce the units. Furthermore, any individual who has a completed and accredited paramedic program in which course hours were granted rather than educational units shall be awarded 35 units for completion of their program.

3.6.6 Pensionability

The Parties agree that to the extent permitted by law, the education incentive provided above is special compensation and shall be reported as such pursuant to Title 2 CCR, Sections 571(a)(2) and Title 2 CCR, Section 571.1(b)(2) Educational Incentive. The additional educational incentive an employee receives while on temporary upgrade pursuant to Section 3.3 is not reportable to CalPERS.

3.7 PARAMEDIC PAY

Employees who have a current State of California Paramedic License and are current on all certifications and accreditations required by the Monterey County EMS Agency are eligible for paramedic pay.

Eligible employees who regularly perform paramedic scope of work as part of their regular duties shall receive additional compensation in the amount of ten percent (10%) of the base salary for firefighter step 1.

The Parties agree that to the extent permitted by law, paramedic pay is special compensation to employees who obtain and maintain certification in auxiliary medical techniques and shall be

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reported as such pursuant to Title 2 CCR, Section 571(a)(2) Paramedic Pay and Title 2 CCR, Section 571.1(b)(2) Paramedic Pay.

3.7.1 Paramedic Commitment

Effective January 1, 2025, employees that obtain their paramedic certifications through District-sponsored means must commit to maintaining their State of California Paramedic License and all certifications and accreditations required by the Monterey County EMS Agency, and to regularly performing paramedic scope of work as part of their regular duties, for no less than three (3) continuous years of employment at the District from the date all certifications and accreditations are first obtained.

3.8 BILINGUAL PAY

Employees who customarily and routinely are required to use communication skills in a language other than English in the performance of their duties are entitled to one thousand two hundred dollars per year, paid in equal installments each pay period upon passing a test administered by a provider chosen the District. The District will provide testing opportunities no less than twice per year.

The District will implement the bilingual pay program no later than January 1, 2023. However, if it is impractical for the District to implement the bilingual pay program by January 1, 2023, employees who take and pass the first test after that date will receive bilingual pay effective January 1, 2023 or their start date at the District, whichever is later.

3.9 FLSA

All eligible Monterey County Regional Fire District fire personnel, regardless of title or rank, are subject to a 24-day work period pursuant to 29 USC section 207(k), with an FLSA overtime threshold of 182. Each shift is scheduled to eight (8) shifts per work period, totaling 192 scheduled hours of work every twenty-four (24) days.

Effective with the first pay period in February 2020, the District will compensate firefighting personnel with a premium for scheduled hours 182-192 at a rate of $6.34 \times 0.5 \times$ the hourly overtime rate per pay period, regardless of whether the employee takes leave in the work period. The hourly overtime rate for purposes of this section is calculated by adding bi-monthly base salary, educational incentive (if any), longevity incentive (if any), and paramedic pay (if any), then multiplying that sum by twenty-four (annual bi-monthly pay periods), and then dividing that sum by 2920 (hours scheduled to work per year).

Of this rate, only the base pay portion is reported to CalPERS; CalPERS does not recognize the educational incentive, longevity incentive, or paramedic pay portion of this rate.

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3.10 PAY PERIODS

Employees are on bi-monthly pay periods. The first pay period of the month will be the first through the fifteenth. The second pay period of the month will be the sixteenth through the last day of the month. The pay date for each pay period will occur on the second Thursday after the close of the bi-monthly pay period.

SECTION 4: HOURS OF WORK

4.1 WORK SCHEDULE

The work schedule shall consist of two (2) consecutive twenty-four (24) hour on-duty periods, followed by four (4) consecutive twenty-four (24) hour off-duty periods in accordance with the following:

XXOOOO X = 24 HOURS ON DUTY PERIOD
 O = 24 HOURS OFF DUTY PERIOD

Each twenty-four (24) hour on-duty period is considered one shift.

4.2 STARTING TIME

The regular starting time shall be 0800.

4.3 DAILY WORK SCHEDULE

4.3.1 Monday through Saturday

Subject to 4.3.3 below, on Monday through Saturday, 0800 to 1630 is dedicated work time and 1630 to 0800 is free time. During dedicated work time, employees are entitled to two paid fifteen minute breaks during work time and one paid hour-long meal break. Meal breaks should be taken midway through dedicated work time. The first fifteen minute break should be taken midway through the morning dedicated work time. The second fifteen minute break should be taken midway through the afternoon dedicated work time. Fifteen minute breaks shall not be combined with meal breaks.

4.3.2 Sundays and Holidays

Subject to 4.3.3 below, on Sundays and the Holidays identified directly below, 0800 to 1300 is dedicated work time and 1300 to 0800 is free time. During dedicated work time on Sundays and the Holidays identified directly below, employees are entitled to one paid fifteen minute break and one hour-long paid meal break. Meal breaks should be taken midway through dedicated work time. The fifteen-minute break shall not be combined with the meal break.

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The below holidays are subject to the schedule set forth in this Section:

Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Columbus Day	October 12
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
New Year's Day	January 1
Martin Luther King, Jr. Day	January 20
Lincoln's Birthday	February 12
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19

4.3.3 Schedule Modification

The above schedule may be modified at the discretion of the Officer In Charge (OIC). For example, start times, end times, and break times can be adjusted or truncated to accommodate extended work day projects, volunteer drills, night drills, excessive call volume, accolade for work performed, or for any other circumstance deemed appropriate by the OIC.

4.4 EXCHANGE OF ON-DUTY TIME (SHIFT TRADES)

Shift trades are executed by submitting an official Trade Request through the electronic scheduling application. Shift trades are voluntary between employees. The District shall incur no increased overtime costs due to employee shift trades.

SECTION 5: OVERTIME

Overtime is authorized time worked outside an employee's regular work schedule. Overtime shall be compensated at one and one-half (1 1/2) times the employee's regular rate of pay. As used here, the term "regular rate of pay" means the employee's base salary rate + longevity (if any) + education (if any) + paramedic (if any) + bilingual (if any). Sick leave, compensatory time off, and vacation leave shall count as hours worked for overtime purposes.

Employees may not work overtime without prior approval from the Fire Chief or designee. Overtime shall be computed in one-quarter (1/4) hour increments by rounding to the nearest quarter hour.

SECTION 6: EMERGENCY CALL BACK PAY

When an employee who has completed his or her regular shift is called back to work after leaving the work site, that employee shall be compensated at an overtime rate for all hours actually worked or two (2) hours, whichever is greater. Emergency call back time actually

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worked in excess of two (2) hours will be paid as overtime in accordance with section 5 and will be rounded to the nearest quarter hour. Additionally, employees are entitled to one half (1/2) hour of pay at an overtime rate to compensate them for time spent travelling home after the call back.

SECTION 7: HOLIDAYS

Prior to February 1, 2020, employees received eight (8) hours of pay at the overtime rate for each observed holiday, regardless of whether the employee was scheduled to work the holiday.

Effective February 1, 2020, firefighters no longer receive eight (8) hours of pay at the overtime rate for each observed holiday. Instead, base salaries were increased by 3.5% to compensate employees for holidays, regardless of whether they work on the holiday or not.

SECTION 8: VACATION AND COMPENSATORY TIME OFF (CTO)

8.1 VACATION ACCRUAL

An Employee may accumulate no more than three hundred sixty (360) hours of vacation to his/her credit. Vacation accrual is calculated at the end of each calendar month.

Employees shall be entitled to vacation with pay in accordance with the following schedule:

During the first one (1) year of continuous service, vacation time accrual shall be prorated at a monthly rate of twelve (12) hours from the date of hire rounding to the nearest full hour.

Example: Hire date of 1/27/06. The Employee would accrue two (2) hours. (12 hours x 12 months divided by 365 days times 4 days=1.57) The four days represent the actual days worked in January.

- 8.1.1** During the first one (1) year of continuous service, vacation time will be accrued at the rate of twelve (12) hours per month worked.
- 8.1.2** After the completion of one (1) year of continuous service, vacation time will be accrued at the rate of fourteen (14) hours per month worked.
- 8.1.3** After the completion of four (4) years of continuous service, vacation time will be accrued at the rate of sixteen (16) hours per month worked.
- 8.1.4** After the completion of nine (9) years of continuous service, vacation time will be accrued at the rate of twenty (20) hours per month worked.
- 8.1.5** After completion of fourteen (14) years of continuous service, vacation time will be accrued at the rate of twenty-two (22) hours per month worked.

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After the completion of nineteen (19) years of continuous service, vacation time will be accrued at the rate of twenty four (24) hours per month worked.

8.2 VACATION SCHEDULING

8.2.1 SENIORITY VACATION PICKS

Seniority Vacation Picks are chosen every year beginning November 1, or at an alternate date agreed upon by the Association. The vacation time being selected shall be for the following year from January 6th through the year until the next January 5th, and shall be subject to the following conditions:

- a. Each selection shall be in 24-hour increments and continuous from start to finish with no interruptions. Any non-continuous selections, i.e. July 3 and 4, and July 27 and 28, shall be broken into two different selections in two different rounds of the Seniority Vacation Pick process.
- b. The number of selections an Employee may take is only limited by their available vacation time on the date vacation is actually taken.
- c. Once a seniority day is chosen and the Seniority Vacation Pick process is terminated, an individual is not able to cancel the selected days unless administratively moved to another shift, on department assignment (strike team), sick or on family leave, or are on 4850 time (disability) for those days. When seniority vacation is canceled due to one of these reasons, the available days shall be rebid beginning with the first person in seniority below the person vacating the spot and continuing through the seniority list until the available time is taken or the list is exhausted. If the time is not taken, the vacation board will be opened and the spot subject to the parameters established under Section 8.2.2 Regular Vacation Picks.
- d. For both seniority and regular vacation picks, there shall be no more than two employees off on vacation or CTO at the same time from the same shift.

The process will follow these steps:

1. The Senior Captain for each shift will coordinate the Seniority Vacation Picks process and will contact each individual by telephone, in order of overall (not rank) seniority for their first-round pick.
2. Each person is given a maximum of 48 hours to respond with their pick, but all are encouraged to choose as quickly as possible to expedite the overall process.
3. Once a person has made their selection, it will be entered into the District Vacation Calendar with asterisks to indicate a seniority pick. Ex: ****LASTNAME** 24 VAC.**

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4. If a person chooses not to select any seniority vacation days, they will be contacted again in subsequent rounds, unless they indicate otherwise.
5. The process continues from the most senior to the least senior individual until all members of the shift have chosen.
6. Round two, and all subsequent rounds, will repeat as outlined above until no more employees have a desire to select a seniority pick.

8.2.2 REGULAR VACATION PICKS

After the Seniority Pick process is complete, the vacation calendar is open for personnel to select regular vacation days (24 hr. shifts, not partials) for the year.

From January 1st through December 31st, vacation and CTO time shall be granted on a first-requested, first-granted basis using the following steps:

1. Check for available time (no more than two people on vacation or CTO)
2. If time is available, submit your request
3. Await confirmation from the Staffing Officer
4. If an employee decides not to take the vacation, it is their responsibility to cancel the time and contact the Staffing Officer with the change.

Vacation or CTO time may be taken in one-quarter hour increments after the first one (1) hour. A request of less than twenty-four (24) hours cannot be made until seven days prior to the selected time.

For training and Promotional Examination purposes, the District shall have the right to request vacation time referred to as MCRFD time. The person requesting the MCRFD time shall follow the procedure in section 8.2.2 REGULAR VACATION PICKS with the following exceptions: (1) The District may request and fill one spot if the time is available; (2) The District may request a partial shift more than seven days in advance, however an employee requesting a full shift at least seven days in advance can supersede it.

MCRFD time will be accrued and tracked in the same manner as a full-time employee. MCRFD A, MCRFD B, and MCRFD C will each accrue twenty-four (24) hours of vacation time a month until a maximum of two hundred sixty (260) hours is reached. MCRFD A, MCRFD B, and MCRFD C will each be listed on the monthly vacation balance sheet with the other full-time line personnel.

8.3 VACATION PAYMENT UPON SEPARATION

Upon separation from the District, employees shall be paid for all his or her accrued and unused vacation hours at his or her hourly base salary rate. Compensation for accrued and unused vacation hours shall be paid to the employee in one lump sum in a separate check.

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8.4 COMPENSATORY TIME OFF (CTO)

Employees shall have the option to accumulate CTO in lieu of pay for overtime worked under section 5 and 6. CTO is accumulated at a rate of one-and-one-half (1.5) hours to every one (1.0) hour worked up to a total of two hundred forty (240) hours maximum. Subject to the vacation scheduling in Section 8.2, CTO may be taken at the convenience of the employee, subject to applicable law. Upon separation, an employee shall receive his/her current hourly regular rate of pay times one hundred percent (100%) of the employee's accrued CTO leave hours. Prior to the date of separation an employee should make a concerted effort to reduce the number of hours of CTO to one hundred forty-four (144) hours. As used here, the term "regular rate of pay" has the same meaning as that referenced in Section 5: Overtime, which is the employee's base salary rate + longevity (if any) + educational incentive (if any) + paramedic pay (if any) + bilingual pay (if any).

8.5 VACATION BUY-BACK

Employees who have reached the maximum vacation accrual balance (360 hours) and are unable to exercise their time off benefits will have their vacation hours paid out to them up to a maximum of forty (40) hours per calendar year. As used here, the term "hourly rate" has the same meaning as that defined in Section 3.4

SECTION 9: SICK LEAVE

9.1 SICK LEAVE ACCRUAL

Sick leave hours shall accrue at the rate of twenty-four (24) hours per month. For new hires, the first month's sick leave accrual shall be prorated from the date of hire, rounding to the nearest full hour. Employees shall be able to accumulate an unlimited amount of sick leave.

9.2 SICK LEAVE USAGE

Sick leave shall be used when necessary due to personal illness or other reasons required by law. To use paid sick leave, the employee shall notify the staffing officer or the Fire Chief or designee prior to his start of his/her shift.

9.3 TERMINATION OF SICK LEAVE USAGE

When an Employee qualifies for Sec. 11.5 benefits, they may choose to terminate sick leave usage without any loss of benefits or seniority for a time period equal to the duration of sick time that is currently accrued on the official District record.

9.4 COMPENSATED SICK LEAVE ON RETIREMENT

An employee may choose to receive his/her hourly rate of pay up to 15 percent (15%) of the total sick leave hours. The remaining 85 percent (85%) of the sick leave balance shall be considered

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uncompensated. As used here, the term “hourly rate” has the same meaning as that defined in Section 3.4.

9.5 UNCOMPENSATED SICK LEAVE ON RETIREMENT, PERS Sec. 20965

Unused accumulated sick leave, for which there is no compensation or remuneration at all to the Employee, would be converted to additional service credit at the rate of 0.004 years of service credit for each day (250 days of sick leave equaling one year of service credit). One (1) day equals eight (8) hours of sick leave.

SECTION 10: BEREAVEMENT LEAVE

10.1 BEREAVEMENT LEAVE QUALIFICATIONS

After having been employed by the District for a period of at least thirty (30) days, an employee may take up to five (5) twenty-four (24) hour shifts of bereavement leave in the event of the death of an employee’s spouse, domestic partner, child (including stepchild & foster care child), parent, grandparent, grandchild, sibling, aunt, uncle, first cousin, and the spouse/domestic partner’s child, parent, grandparent, grandchild, brother, sister, or sibling.

10.2 BEREAVEMENT LEAVE USAGE

The employee shall receive up to two (2) twenty-four (24) hour shifts of paid bereavement leave. If the employee is notified of the need to use bereavement leave during his/her shift, the employee shall receive paid bereavement leave for the rest of the shift in addition to the two (2) paid shifts. The remaining three (3) shifts are unpaid, except that an employee may use vacation, sick leave or compensatory time off that is otherwise available to the employee.

Days of bereavement leave used need not be consecutive but must be completed within six (6) months of the date of the death of the employee’s family member.

As soon as practicable, an employee who needs to use bereavement leave shall notify the Human Resources Officer in writing.

10.3 DOCUMENTATION REGARDING USE OF BEREAVEMENT LEAVE

The Fire Chief or designee may, within thirty days of the first day of the leave, require that an employee provide documentation of the death of the family member. Documentation includes but is not limited to a death certificate, a published obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

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SECTION 11. PERSONAL LEAVE

The Fire Chief or designee may approve up to twenty-four (24) hours of leave to an employee for personal reasons. The employee will have the choice to deduct these hours from either his/her vacation, sick leave, or CTO balance.

SECTION 12: HEALTH AND WELFARE

12.1 HEALTH INSURANCE

The District provides health insurance coverage for employees and dependents through the CalPERS. Employees may enroll in any Plan available to the employee.

The District will contribute an amount toward monthly health benefits premiums up to the cost of the applicable premium (i.e., 1 Party, 2 Party, or Family) of the “PORAC Police and Fire Health Plan” offered by CalPERS. If an employee selects an option with a higher premium than the PORAC Police and Fire Health Plan, the employee shall pay for premium costs above the District’s contribution through payroll deductions. The District’s contribution includes the statutory minimum contribution required under the Public Employees’ Medical and Hospital Care Act (“PEMHCA”).

12.2 DENTAL INSURANCE

The District shall provide dental insurance coverage for employees and dependents as administered by the Humana, or another provider as agreed to by the Board of Directors and Local 2606.

12.2.1 ORTHODONTICS

The maximum allowance for orthodontic services is as follows:

1. The Monterey County Regional Fire Protection District will pay orthodontia benefits, once the employee submits proof of payment, up to \$1500.00. This is a lifetime maximum per eligible dependent.
2. Benefits are payable only for dependent children (children up to 19 years of age or full time students up to 24 years of age). Employees and spouses are not eligible.
3. If reimbursement for orthodontic treatment has been made from previous insurance carriers, your dependent will not be eligible for an additional \$1500.00
4. Treatment includes the following: Formal, full-banded retention and treatment, including x-rays and other diagnostic procedures; removable or fixed appliances for tooth or bony structure guidance or retention.

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12.3 VISION INSURANCE

The District provides vision insurance coverage for employees and dependents under the Vision Service Plan.

12.4 LIFE AND ACCIDENTAL DEATH INSURANCE

Currently, the District provides life and accidental death insurance coverage for employees under the long-term disability insurance policy set forth in Section 11.5.

12.5 LONG TERM DISABILITY

The Employee shall contribute an amount necessary to maintain the current benefits provided by the California Firefighters Insurance Trust policy number CPF-8990N.

The District shall contribute an amount necessary to maintain the current benefits provided by California Association of Professional Firefighters Long Term Disability Plan. The employee will pay the insurance premium through a monthly payroll deduction. That amount shall be reimbursed to the employee monthly.

12.6 HEALTH INSURANCE UPON RETIREMENT

Upon retirement, the District shall contribute the statutory minimum contribution required under PEMHCA to eligible retirees (as defined by California Government Code at Section 22760) who elect to continue the District's health insurance benefits administered by CalPERS. In addition, for eligible retirees hired before January 1, 2021, the District will reimburse an amount up to the difference between the statutory minimum contribution required under PEMHCA and the then-current premium rate for the "Basic Plan" for "Single" under the PERS Platinum Plan, up to age 65.

12.7 SURVIVOR BENEFITS

Accrued benefits shall be paid to the employee's designated beneficiary, as indicated in the current CalPERS documentation, as follows:

1. The former employee's hourly rate of pay times 100 percent of their accrued vacation leave hours.
2. The former employee's hourly rate of pay times 100 percent of their accrued CTO leave hours.
3. The former employee's hourly rate of pay times 15 percent of the total sick leave hours accrued.

SECTION 13: UNIFORM ALLOWANCE

Employees shall receive a uniform allowance of eight hundred fifty dollars (\$850.00) per year. This stipend shall be used to purchase all components of the uniform ensemble including station

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shoes and wildland firefighting boots in accordance with the SOG that stipulates the requirements for said clothing.

For PERS reporting purposes only, the value of the purchase and replacement of uniforms is seventy dollars and eighty-three cents (\$70.83) per month.

The Parties agree that to the extent permitted by law, the uniform allowance provided above is special compensation for Classic members only and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Uniform Allowance.

SECTION 14: PROBATIONARY PERIOD

The probationary period is part of the examination process and is used to determine whether work performance or work-related behavior meets the standards of the position. A probationary employee may be rejected at any time during the probationary period with or without cause or reason, without notice or appeal or grievance or other rights set forth in the Administrative Policy governing discipline.

14.1 LENGTH OF INITIAL PROBATIONARY PERIOD

The initial probationary period is fifteen (15) months of actual continuous service commencing from the date of appointment. The probationary period is automatically extended by the length of any absence of three consecutive weeks or more. The probationary period can also be extended by the District at the discretion of the Fire Chief or designee.

During the initial probationary period, a probationary employee may be rejected at any time by the Fire Chief without right of appeal in any manner, including without recourse to the District's grievance procedure.

14.2 LENGTH OF PROMOTIONAL PROBATIONARY PERIOD

On accepting promotion, an employee serves a new probationary period of twelve (12) months of actual continuous service commencing from the date of appointment. The promotional probationary period is automatically extended by the length of any absence of three consecutive weeks or more.

If the promoted employee fails to satisfactorily complete the probationary period, the employee may return to the position held prior to promotion unless they are terminated for cause.

SECTION 15: TIED SENIORITY

In the event more than one firefighter is hired on the same date, the order of seniority will be determined by the order the Employees ranked in the examination, as determined by their total score.

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SECTION 16: LAYOFF

16.1 DEFINITION

A layoff is an involuntary separation of an employee from a class of position and from District service if the employee cannot or does not wish to be placed in a lower class or position. A layoff occurs without prejudice and without fault on the employee's part for any or all of the following reasons: abolition of position; curtailment of funds; interest of economy; modification or reduction of service requirements, or displacement by another employee with greater layoff right as defined by the Board of Directors.

16.2 REASON FOR LAYOFF

The Fire Chief, after the approval by the Board of Directors, may layoff an Employee for reasons stated above. The Fire Chief shall notify the Board of Directors and the Association of the intended actions and reasons.

16.3 LAYOFF PROCEDURE

In the event a classification has been identified for layoff, employees within the classification will be laid off in order of inverse seniority – with the least senior employee being laid-off first. An employee identified for layoff may displace the least senior Employee in the next lower paying classification. The employee displaced to the next lower classification shall become the senior Employee in that classification for all purposes other than vacation picks. If there is no lower paying classification in the District the employee(s) shall be laid off.

16.4 PROMOTIONAL LIST

Displaced Employees shall be placed on a promotional list of those classifications they held prior to layoff in order of seniority for a period of four (4) years.

16.5 RE-EMPLOYMENT LIST

Laid-off Employees shall be placed on a promotional list in order of seniority for a period of three (3) years. Such list shall take precedence over all other employment eligibility lists. Any Employee who has been laid off and is subsequently recalled to work shall have seventy-two (72) hours, excluding weekends and holidays, after receipt of recall notice by certified mail or fourteen (14) days after a conscientious attempt to contact (phone, email, text message, etc), in which to contact the Fire Chief so that he/she may arrange his/her re-employment. A copy of recall shall be forwarded to Local 2606's President. It shall be the Employee's responsibility to keep the District advised as to his/her current mailing address and telephone number. Failure to contact the Fire Chief within seventy-two (72) hours will result in the removal of the Employee's name from the re-employment eligibility list. In the event an Employee recalled to work declines the offer, the Employee's name will be removed from the re-employment list.

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16.6 REINSTATEMENT

When a laid-off Employee is reinstated, his/her prior accrued unused sick leave shall be credited to him/her and his/her seniority will be determined from his/her original date of hire.

SECTION 17: ELIGIBILITY REQUIREMENTS AND TESTING PROCEDURES FOR PROMOTIONAL APPOINTMENTS

17.1 PROMOTIONAL APPOINTMENTS

Promotional appointments to classifications covered by this MOU shall be limited to Employees of the District. However, should no District Employee be qualified, or no Employee desires to compete for the position, a hearing will be held at a regular meeting of the Board of Directors to determine if the position shall be filled from outside the District. The decision of the Board will be final. Unless directed otherwise by the Board of Directors, vacated positions will be filled as soon as it is administratively feasible.

17.2 ENGINEER

Examinations will be limited to non-probationary firefighters who have completed at least two years of uninterrupted service with the District. Candidates must also have completed 50% of the educational requirements for *Company Officer* set by the California State Fire Marshal or possess a California State Fire Marshal *Fire Officer* certification. The service requirement and educational requirement shall be satisfied by the time the list is certified.

17.3 CAPTAIN

Examinations will be limited to Firefighters who have at least four years of uninterrupted service with the District, or who have held the position of Engineer for at least one year. Candidates must also have completed 100% of the educational requirements for *Company Officer* set by the California State Fire Marshal or possess a California State Fire Marshal *Fire Officer* certification. The service requirement and educational requirement shall be satisfied by the time the list is certified.

17.4 GENERAL PROMOTIONAL INFORMATION

A Firefighter who elects to take both the Engineer's and Captain's exam must pass both exams to be placed on the Captain's Promotional list.

Employees whose service is interrupted as a result of layoff may combine their service prior to, and after the layoff for the purpose of satisfying the service requirements.

The test for Engineer and Captain will consist of two parts: a written examination, and an assessment center, as set forth in the examination procedures.

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The examination process shall be initiated no earlier than one hundred twenty (120) days prior to the expiration of the current eligibility list.

17.5 EXAMINATION PROCEDURES

17.5.1 Notice of Promotional Examination

The Fire Chief or designee shall prepare an official bulletin announcing any proposed examination.

Announcements for all promotional examinations shall be posted at each fire station at least thirty (30) days prior to the final filing date. Announcements shall contain at least the following information:

1. Title of the position and current salary
2. Final filing date
3. Application procedure
4. Description of the examination process
5. Date(s) of the examination
6. A copy of the job description

17.5.2 Sign-Up Roster

A sign-up roster will be available during normal business hours at the Administration Building. Eligible employees who desire to take the examination must sign the roster prior to the deadline established in the announcement.

17.5.3 Nature of Examinations

Examinations shall be administered in an impartial manner and be job-related in nature so as to reveal the capacity of the candidate for the position for which he/she is competing, as well as his/her general background and related knowledge. All efforts shall be made to base these examinations on the District's training program.

17.5.4 Compensation During Examination

Employees attending any portion of the promotional exam while on duty will be compensated at their normal wage rate. Employees attending any portion of the promotional exam outside of their regularly scheduled shift will be compensated at their overtime rate for the time spent attending the exam.

17.6 WRITTEN EXAMINATION

The District shall develop a written examination for each position open for promotion based on material from the Monterey County Regional Fire District's On-line iPad Library, SOGs, SOPs, IFSTA, Company Officer, FBOR, ERG and Field Operations Guide.

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Written examination will start precisely at the time designated in the announcement. Employees who are not present at the stated time will not be allowed to take the exam. Should an Employee be on duty at the scene of an emergency, the proctor may postpone the examination until the employee is available or allow the employee to take the examination at a later date. An employee who misses the exam for other reasons may petition the Association to make up the exam. If approved, the petition will be forwarded to the Fire Chief for final approval.

Once the examination has started, no one will be allowed to leave the room without the permission of the proctor.

The total time allocated for the written examination shall be specified by the developer of the examination. Upon completion of the examination, or expiration of allocated time, all examinations and work sheets will be turned in to the proctor.

17.7 ASSESSMENT CENTER

The District shall develop an assessment center for each position open for promotion. The assessment center will consist of various exercises that will allow each candidate to demonstrate his/her knowledge, skills and abilities related to the position. The assessment center may include no more than four of the following exercises:

1. Oral Presentation or Visual Resume
2. Teaching Demonstration
3. Oral Interview
4. Situational Employee Counseling
5. Situational Fire Prevention Issue/Citizen's Complaint
6. Strategies and Tactics
7. Writing Exercise
8. Crew Meetings

Manipulative pumping and driving will be a mandatory exercise for the assessment center for the Fire Engineer classification and will not be counted as one of the four maximum exercises.

Assessors/evaluators shall be of members of the community. Former District employees, volunteers or board members of the District, or any predecessor agencies, will not be permitted as assessors/evaluators.

There shall be a minimum of two assessors/evaluators at each exercise. Assessors/evaluators shall be selected as follows:

1. 1/3 of the total assessors/evaluators chosen by the District
2. 1/3 of the total assessors/evaluators chosen by the Association
3. 1/3 of the total assessors/evaluators chosen jointly

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Assessors/evaluators that come from the fire service shall hold a rank of at least one step higher than the position being tested.

The role of a District Chief officer in the assessment station is solely to answer questions from the assessor/evaluators.

17.8 EXAMINATION SCORES

The written examination shall be weighted twenty-five percent (25%) and the assessment center shall be weighted seventy-five percent (75%) in determining final overall score for placement on the eligibility list.

For the Assessment Center, each assessor/evaluator shall place a score at the bottom of each exercise grading sheet. The average of the scores will be the individual's final score for that exercise. Total scores for the various exercises will be divided by the total points possible to obtain final score for the Assessment Center.

The final score of each examination will be used to determine the individual's position on the eligibility list. All scores will be rounded up to the nearest one hundredth.

An Employee with a final score of less than seventy percent (70%) will not be placed on the eligibility list.

If two (2) or more persons have the same final score, they will be placed on the list by seniority.

17.9 ELIGIBILITY LIST

The list shall be divided into bands. Each band is divided into increments of seven percent (7%) of the top score of each band.

The Fire Chief shall have the ability to select from any of the candidates on the list that are in the first band. If any candidate is bypassed for a promotional appointment, upon request of the bypassed candidate, the Fire Chief shall give the reasons in writing.

17.10 CERTIFICATION

Promotional exams shall take place in April unless it is unreasonable to do so as may be determined by the Chief or designee. Eligibility lists shall be certified within 30 days of completion of the testing process.

Eligibility lists will become effective the day after the expiration date of the corresponding current list. Where no list exists, the new eligibility list will become effective the date the list is certified.

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17.11 DURATION

The Engineer's list will be a two (2) year list.

The Captain's list will be a two (2) year list.

Both tests will be administered jointly.

SECTION 18: COMPANY OFFICER CERTIFICATION

The District will comply with applicable law regarding State Fire Marshal Company Officer certification task book requirements. This section is not greivable.

SECTION 19: DISCIPLINE

Discipline, corrective actions, punitive actions, and procedures related to such actions are governed by Administrative Policy. The current version, No. 2018-02, is attached to this MOU as Exhibit B.

SECTION 20: GRIEVANCES

The District's Grievance Procedure is set forth in Administrative Policy. The current version, No. 2018-01, which is attached to this MOU as Exhibit C. However, members of Local 2606 and the District additionally agree that the employee's and/or Association's formal written grievance must be presented to the grievant's supervisor no later than thirty (30) days following the occurrence of the event(s) on which the grievance is based.

SECTION 21: RETIREMENT BENEFITS

The District shall maintain its contract with CalPERS for a "3% at 55" benefit for "Classic" Safety Employees. All other options provided under the previous "2% at 50" benefit shall remain in effect. For new employees hired into the CalPERS system after January 1, 2013, the formula for the "PEPRA" Safety Employee is "2.7% at 57."

21.1 RETIREMENT FORMULA

For "Classic Members," the District contracts with CalPERS to provide the 3% at 55 retirement formula. For "New Members," the District contracts with CalPERS to provide the 2.7% at 57 retirement formula.

The term "New Members" is defined by the Public Employees' Pension Reform Act (PEPRA), which took effect January 1, 2013. "New Members" (also referred to as "PEPRA Members") are generally those who newly enrolled into the CalPERS system on or after January 1, 2013. "Classic" members are all those that do not fit within the statutory definition of "New Member."

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21.2 PAYMENT OF EMPLOYEE/MEMBER CONTRIBUTION

Classic Members shall pay the full employee contribution rate (as of July 1, 2022 the rate is 9%) as defined by CalPERS. New Members shall pay the statutorily mandated contribution rate of one half the total employer normal cost rate as defined by CalPERS (as of July 1, 2022, the rate is 13.75%).

21.3 ADDITIONAL CONTRACTED BENEFITS

The District has contracted with CalPERS for additional retirement benefits, including a 2% COLA and sick leave service credit for both Classic and New Members. The full itemization of additional retirement benefits for Classic and New Members is set forth in the District's contract with CalPERS.

SECTION 22: DEFERRED COMPENSATION PLAN

The District contracts with Voya Retirement Insurance and Annuity Company ("Voya") to provide a deferred compensation plan and other investment account vehicles for District employees. Employees may elect to contribute a portion of their salary to the plan, subject to the terms of the District's plan contract with Voya.

SECTION 23: OUTSIDE EMPLOYMENT

Outside employment shall not constitute a conflict of interest for the Employees or the District. No Employee shall apply himself, whatsoever, to any outside employment during his regular working hours. No emblem, badge or other employee identification shall be worn by any person while in the employment of someone other than the District.

SECTION 24: SEVERABILITY

In the event that any specific provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, those provisions of the MOU shall be null and void without any negative or detrimental effect on any other provisions of this MOU.

SECTION 25: NEGOTIATIONS

Either Party may request to commence successor MOU negotiations no earlier than February 1 of the year the Agreement expires. Once requested, the Parties agree to set a date for their first negotiation session that is no later than April 1 of the same year. The request must be in writing. The Association must send its request to the Fire Chief. The District must send its request to the Association President.

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SECTION 26: STATUS QUO

In the event that a new MOU is not adopted or ratified by the expiration date of the current MOU, the status quo shall remain in effect until a new MOU is ratified.

SECTION 27 TOBACCO FREE WORKPLACE

27.1 NEW HIRES

Monterey County Regional Fire District is a tobacco-free environment. Employees hired on or after January 1, 2021, will agree to refrain from using tobacco in any form, as a condition of employment.

27.2 USE OF TOBACCO PRODUCTS ON SITE PROHIBITED

The use of tobacco products, including, but not limited to cigarettes, e-cigarettes, vaping, cigars, and pipes, and smokeless tobacco, is prohibited at all District facilities and on all District property, including apparatuses, vehicles, parking lots, and other outdoor areas. Employees who smoke or use tobacco products in violation of this provision may be subject to disciplinary action up to and including termination of employment.

SECTION 28: EXISTING MEMORANDUM OF UNDERSTANDING

This MOU shall supersede all existing Memoranda of Understandings, side letters, and addendums between the District and the Association.

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FOR THE MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT FIRE FIGHTERS ASSOCIATION, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 2606:

JUSTIN CONNEAU, PRESIDENT, LOCAL 2606

DATE

ERIC AZARVAND, CHIEF NEGOTIATOR

DATE

FOR THE MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT:

AIMEE DAHLE, BOARD PRESIDENT

DATE

LISA S. CHARBONNEAU, CHIEF NEGOTIATOR

DATE

EXHIBIT A

Salaries effective July 1, 2024:

	Hourly	Bi-Monthly	Annual
Firefighter Step 1	\$29.83	\$3,629.19	\$87,100.51
Firefighter Step 2	\$31.32	\$3,810.65	\$91,455.54
Firefighter Step 3	\$32.89	\$4,001.18	\$96,028.32
Firefighter Step 4	\$34.53	\$4,201.24	\$100,829.74
Fire Engineer Step 1	\$36.26	\$4,411.30	\$105,871.23
Fire Engineer Step 2	\$38.07	\$4,631.87	\$111,164.79
Fire Engineer Step 3	\$39.97	\$4,863.46	\$116,723.03
Fire Captain Step 1	\$41.97	\$5,106.63	\$122,559.18
Fire Captain Step 2	\$44.07	\$5,361.96	\$128,687.14
Fire Captain Step 3	\$46.27	\$5,630.06	\$135,121.50

Paramedic Pay = \$362.92 per bi-monthly pay period

Salaries effective July 1, 2025:

	Hourly	Bi-Monthly	Annual
Firefighter Step 1	\$32.26	\$3,924.97	\$94,199.21
Firefighter Step 2	\$33.87	\$4,121.22	\$98,909.17
Firefighter Step 3	\$35.57	\$4,327.28	\$103,854.63
Fire Engineer Step 1	\$37.34	\$4,543.64	\$109,047.36
Fire Engineer Step 2	\$39.21	\$4,770.82	\$114,499.73
Fire Engineer Step 3	\$41.17	\$5,009.36	\$120,224.72
Fire Captain Step 1	\$43.23	\$5,259.83	\$126,235.96
Fire Captain Step 2	\$45.39	\$5,522.82	\$132,547.76
Fire Captain Step 3	\$47.66	\$5,798.96	\$139,175.15

Paramedic Pay = \$392.50 per bi-monthly pay period

EXHIBIT A

Salaries effective July 1, 2026:

	Hourly	Bi-Monthly	Annual
Firefighter Step 1	\$32.91	\$4,003.47	\$96,083.19
Firefighter Step 2	\$34.55	\$4,203.64	\$100,887.35
Firefighter Step 3	\$36.28	\$4,413.82	\$105,931.72
Fire Engineer Step 1	\$38.09	\$4,634.51	\$111,228.31
Fire Engineer Step 2	\$40.00	\$4,866.24	\$116,789.73
Fire Engineer Step 3	\$42.00	\$5,109.55	\$122,629.22
Fire Captain Step 1	\$44.10	\$5,365.03	\$128,760.68
Fire Captain Step 2	\$46.30	\$5,633.28	\$135,198.71
Fire Captain Step 3	\$48.62	\$5,914.94	\$141,958.65


Paramedic Pay = \$400.35 per bi-monthly pay period

Salaries effective January 1, 2027:

	Hourly	Bi-Monthly	Annual
Firefighter Step 1	\$33.56	\$4,083.54	\$98,004.85
Firefighter Step 2	\$35.24	\$4,287.71	\$102,905.09
Firefighter Step 3	\$37.00	\$4,502.10	\$108,050.34
Fire Engineer Step 1	\$38.85	\$4,727.20	\$113,452.86
Fire Engineer Step 2	\$40.80	\$4,963.56	\$119,125.50
Fire Engineer Step 3	\$42.84	\$5,211.74	\$125,081.78
Fire Captain Step 1	\$44.98	\$5,472.33	\$131,335.87
Fire Captain Step 2	\$47.23	\$5,745.94	\$137,902.66
Fire Captain Step 3	\$49.59	\$6,033.24	\$144,797.79

Paramedic Pay = \$408.35 per bi-monthly pay period

EXHIBIT B

	FIRE	DATE 5/25/21	NUMBER: 2021-04
	DISTRICT	APPROVED: <i>mbu</i>	
	POLICY	Title: Corrective Actions, Punitive Actions and Administrative Appeals	

Purpose

The purpose of this policy is to define corrective or punitive actions for all for cause and non-probationary Monterey County Regional Fire Protection District (“District”) personnel. The violation of any of the provisions of policies, standard operating procedures, district general rules and regulations, applicable state law or local ordinances, the orders of officers of the District, or the neglect or evasion of prescribed duties, shall be cause for corrective or punitive action as provided in this policy. This policy also establishes administrative appeal procedures for punitive actions as to non-probationary, for cause personnel who are: 1) covered by the Firefighters Procedural Bill of Rights of Act (FPBOR); and 2) not covered by the FPBOR.

Responsibility

Every officer, or acting officer, is responsible for the maintenance of proper conduct of the persons under their supervision or command, and each officer or acting officer shall carry out the procedures specified herein, as necessary.

1. Corrective Actions

Corrective Action is taken for correcting deficiencies and improving job performance only. A supervisor may carry out any form of corrective action with the approval of a chief officer or Fire Chief. Corrective Actions are documented in the supervisor’s file only as a memory aid to assist the supervisor in preparing the performance evaluation. Documentation in the supervisor’s file is not used for punitive purposes. The employee has no right to any administrative appeal of a corrective action. Corrective Action includes any of the following:

Counseling

Counseling is when an employee is made aware of his/her violation verbally by his/her supervisor, but there are circumstances that appear to impair the employee’s ability to comply. Counseling allows the supervisor to work with the employee in an attempt to correct the problem rather than take punitive action.

Admonishment

An admonishment is when an employee is made aware of his/her violation verbally by the supervisor and is informed that the employee is in violation of

EXHIBIT B

a specified policy and is instructed to comply in the future. The admonishment has a corrective purpose, and not a punitive purpose.

Transfer Without Loss of Pay

A transfer without loss of pay occurs when a supervisor believes that the employee would benefit from another assignment or from working with another supervisor.

Remedial Training

Remedial training is conducted when a supervisor believes that a violation was caused primarily by negligence, inadequate preparation, or lack of skill. The Fire Chief, in consultation with the supervisor, will determine specific remedial training based on the nature of the problem.

2. Punitive Actions

The forms of punitive action outlined below shall be considered as previous offenses when considering subsequent violations. A written record of all punitive actions shall be presented to the employee to acknowledge receipt before being filed in the employee's permanent personnel file.

Written Reprimand

A written reprimand is a memorandum from a supervisor finding a subordinate in violation of a specific policy, rule, standard, procedure, ordinance, or law. The memorandum shall summarize the subordinate's misconduct, cite the violation, and state that the violator is being formally reprimanded.

Suspension and/or Paid Leave Reduction

Suspension is the temporary removal of an employee without pay from their position. The Fire Chief shall advise the employee's supervisor and the employee suspended in writing of such action and the offense committed. Unless extended by approval of the Fire Chief, the maximum period of suspension shall be 30 calendar days. All suspension days shall run consecutively and shall not include any scheduled days off. The District may choose to offer an employee who is subject to a suspension, an alternative in lieu of actual suspension consisting of loss of accumulated vacation of an equal monetary value.

Salary Reduction and/or Demotion

Salary reduction is when an employee's salary is permanently reduced from one step to a lower step, or is deprived of a special assignment pay, for a punitive purpose. Demotion is the punitive reduction of an employee from a position in one class to a position in another class having a lower maximum salary rate subject to District policy. The Fire Chief shall advise the employee's supervisor of the intention to demote an employee prior to taking such action.

Termination

Termination is the involuntary separation of an employee from the District for a punitive purpose. The Fire Chief shall advise the Board of the intention to terminate an employee

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prior to taking such action unless there are reasonable circumstances which prohibit such notification.

3. Reporting Alleged Misconduct or Rule Violations

A. Employee Responsibilities: Whenever an employee believes that misconduct or a violation of District rules or procedures has occurred, the employee shall promptly submit a memorandum to the immediate supervisor. The supervisor has the responsibility to take appropriate action to ensure that the matter is investigated promptly and thoroughly. Whenever an employee believes that their supervisor or any other supervisor in the District has committed misconduct or is in violation of the District rules or Procedures, the employee shall promptly submit a memorandum directly to the Fire Chief, detailing the circumstances relating to the alleged conduct or violation. The Fire Chief or designee will cause an investigation to be conducted.

B. Supervisor Responsibilities: Whenever a supervisor at any level in the chain of command discovers that misconduct or a violation by a subordinate of District rules or procedures may have or has occurred, the supervisor shall promptly investigate the matter according to District Policy. The supervisor shall be required to report the finding of his/her investigation in a memorandum to the Fire Chief.

If a supervisor's investigation into alleged misconduct or an alleged violation of District rules or procedures results in a conclusion that some form of misconduct has been committed by an employee, and the supervisor believes that punitive action is appropriate, then a recommendation for punitive action shall be initiated from the supervisor where the employee is assigned. In all punitive actions, the supervisor shall prepare all memoranda and reports pertinent to the investigation via the chain of command for the Fire Chief. All pertinent reports and memoranda will be reviewed by the chief officer and forwarded to the Fire Chief.

4. Disciplinary Interviews

All interviews must be conducted under the conditions outlined in Policy 2006-05. Complaints and Complaint Investigations.

5. Investigation Findings, Definitions

All investigations shall be classified listing one of the findings as outlined in Policy 2006-05. Complaints and Complaint Investigations.

6. Paid Administrative Leave

The Fire Chief, or designee, may place an employee on administrative leave with pay, where appropriate, pending:

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a) the investigation of a possible violation of the law, district policies, or district SOP's; or

b) a proposed punitive action. Administrative leave with pay pending an investigation shall not be considered punitive in nature. Any employee placed on administrative leave shall promptly surrender all district property to the immediate supervisor.

7. Emergency Removal from Duty

The chief officer or captain has the authority to relieve an employee from duty when it appears that such action is necessary and in the best interest of the District. The person relieving the employee will notify the immediate superior and the Fire Chief of the action taken and prepare a memorandum to the Fire Chief via the chain of command. The employee will be placed on administrative leave with pay, or other paid leave, as appropriate, pending an investigation into the matter and notification to the employees' supervisor. The employee will be notified in writing of the placement on paid administrative leave by the Fire Chief or designee as soon as is practical.

An employee receiving emergency removal from duty shall be required to report the employee's status to his/her supervisor on the next business day. The supervisor imposing the action shall also report the employee's status to the chief officer.

8. Employee Review of Personnel Files

A. Opportunity to Read and Sign Documents. An employee shall not have any comment adverse to the employee's interest entered in the personnel file, or any file used for personnel purposes, without the employee having first read and signed the document to indicate that the employee is aware of the comment. A document may also be entered into the personnel file, however, if the employee refuses to sign the document. In that event, the supervisor must also sign the document, or note that the employee refuses to sign. If the employee refuses to sign the document, the employee must initial the supervisor's written note that the employee has refused to sign.

B. Response to Adverse Comments. An employee shall have 30 days to file a written response to any adverse comment entered into their personnel file. The written response shall be attached to the adverse comment.

C. Inspection of Personnel Files. At reasonable times and intervals, an employee may request to inspect personnel files that are or have been used to determine that employee's qualifications for employment, promotion, additional compensation, or punitive action. The District will allow the employee to inspect their personnel file at a time during business hours, at no loss of pay to the employee.

D. Employee's Request for Correction or Deletion. If the employee believes that any portion of the material is mistakenly or unlawfully placed in the

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employee's file, the employee may request in writing that the mistaken or unlawful portion be corrected or deleted. The employee shall describe the corrections or deletions requested and the reasons supporting the request. The employee's request and description will become a part of the personnel file.

E. Response to Request for Correction or Deletion. Within 30 days of receipt of a request for correction or deletion, the District will notify the employee of the District's decision to grant or deny the request. If the District denies the request, the District will state the reasons for the denial and that statement will become a part of the personnel file. Upon an employee's written request to purge a written reprimand, the Fire Chief or designee will make a final decision and notify the employee.

9. Notice of Intent to Take Punitive Action (*Skelly* Notice)

It is the policy of the district to adhere to the requirements of the *Skelly* decision and notify the employee of proposed punitive action that involves a loss of compensation. This includes discipline in the form of termination, suspension, demotion, or punitive transfer if a pay decrease is involved. The Fire Chief or designee will give the Notice of Intent to the employee no later than one year of the District's discovery of the misconduct. The Notice of Intent will include: the punitive action being considered and the date the punitive action is to be imposed; a summary of the facts that support the proposed action; the specific charges (rules, procedures, laws) that support the proposed action; a copy of all materials upon which the proposed discipline is based, including a copy of the investigation package and copies of any audio recordings; notice of the employee's opportunity to respond orally or in writing at a particular time and place (within 7 calendar days); notice that the employee has a right to be represented by an attorney or other representative at any punitive action proceeding; and the fact that the failure of the employee to timely respond is conclusively presumed to be a waiver of any objection to the proposed punitive action. The employee or the representative may request a specific change in the time to respond.

10. *Skelly* Meeting

The Fire Chief or designee will serve as the *Skelly* Officer for any punitive action. The employee has the right to prepare an oral or written response to the proposed discipline. The employee's response may include a rebuttal of the charges and any mitigating circumstances. The employee has the right to be represented during the *Skelly* meeting by the representative of their choice as long as that individual is not associated with the investigation or the punitive action. At the conclusion of the *Skelly* meeting, the *Skelly* Officer shall prepare a written summary of the meeting. The employee's failure to attend the *Skelly* meeting as scheduled is a waiver of the right to respond in person, and if no timely written response is received, the punitive action will be imposed on the date specified in the Notice of Intent.

11. Notice of Punitive Action.

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After the *Skelly* meeting and/or timely receipt of the employee's written response, the Fire Chief or designee will: a) take no disciplinary action; b) modify the proposed punitive action; or 3) impose the proposed disciplinary action. In any case, within 30 calendar days after making the decision among those choices, the Fire Chief will provide the employee with written notice of: the level of punitive action, if any, to be imposed and the effective date; the specific charges upon which the punitive action is based; a summary of the facts of the employee's misconduct that support the punitive action; a copy of all materials upon which the discipline is based; and a reference to the employee's administrative appeal rights. If the punitive action is suspension or termination, the Notice will also require the employee to immediately surrender all district property to the immediate supervisor. The Notice of Punitive Action will be sent by a method that verifies a delivery to the last known address of the employee, or by in-person delivery. If the Notice is not deliverable because the employee has moved without notifying the district, or if the employee refuses to accept delivery, the effective date of the punitive action will be no later than the date that delivery was attempted.

12. FPBOR Administrative Appeal Procedures for Punitive Actions.

The following appeal procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act (FPBOR).

A. APPLICABILITY

1. Only those non-probationary District employees who are employed in the following classifications are "Firefighters" who are eligible to use these procedures to appeal "punitive action": Firefighter, Firefighter/ Paramedic, Engineer, Fire Captain, Deputy Fire Marshal, Division Chief, Deputy Chief, Fire Chief.
2. The term "punitive action" is defined by Government Code §3251(c) is defined as "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment." The term "punitive action" is limited to charges based on events and circumstances involving the Firefighter's performance of official duties.

B. INFORMAL HEARING PROCEDURE

Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for a punitive action **not** involving a discharge, salary reduction, demotion, suspension of more than five days, or a reduction in paid leave or salary greater than the value of a suspension of five days.

1. **Notice of Appeal:** Within five calendar days of receipt of written notification of punitive action as defined above, the Firefighter shall notify the Fire Chief in writing of the Firefighter's intent to appeal the punitive

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action. The written notice of appeal shall specify the action being appealed and the substantive and/or procedural grounds for the appeal.

2. **Hearing Officer:** In an informal hearing, the Fire Chief or designee shall be the Hearing Officer. The Fire Chief or designee shall conduct the informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice, or interest as defined by Government Code § 11425.40, the Deputy Chief or designee shall serve as the Hearing Officer. In such cases, the determination of the Deputy Chief shall be final and binding.
3. **Burden of Proof:**
 - a. If the punitive action being appealed involves allegations originating from a licensing or certifying agency as defined in the FPBOR, the limited purpose of the hearing shall be to provide the Firefighter the opportunity to establish a record of the circumstances surrounding the action. The District shall have no burden of proof.
 - b. If the punitive action involves charges of misconduct that the District has originated, the District shall have the burden of proving by a preponderance of the evidence that the facts which form the basis for the charges occurred, and that the level of penalty was reasonable under the circumstances.
4. **Conduct of Informal Hearing for District-Originated Charges:**
 - a. The formal rules of evidence do not apply, although the Hearing Officer shall have discretion to exclude or limit evidence which is incompetent, irrelevant, or cumulative, or the presentation of which will otherwise consume undue time. The Hearing Officer may limit the use of witnesses, testimony, evidence, or argument. There is no right of intervention, discovery, or prehearing conferences.
 - b. The parties may present opening statements.
 - c. The parties may present evidence through documents and testimony:
 1. Witnesses shall testify under oath.
 2. Subpoenas may be issued pursuant to Government Code §§ 11450.05 – 11450.50.
 3. The parties are entitled to confront and cross-examine witnesses only as to District-originated charges and punitive actions that involve a suspension or a pay reduction.

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d. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the Hearing Officer.

5. **Recording of the Informal Hearing:** If the District-originated charges and punitive action involves a suspension of up to five days or a salary or leave reduction equivalent to a five-day suspension or less, the hearing shall be recorded by a certified court reporter. Otherwise, the hearing may be audio recorded. If the District orders a transcript or makes a transcript, the District will notify the employee within three days of making the transcript and will provide a copy of the transcript for the employee if the employee pays for the costs of duplication.
6. **Representation:** The Firefighter may be represented by a representative of the Firefighter's choice at all stages of the proceedings. All costs associated with such representation shall be borne by the Firefighter.
7. **Decision:** The decision shall be in writing pursuant to Government Code § 11425.50. The decision: shall be served by first class mail, postage pre-paid, upon the Firefighter and the Firefighter's attorney or representative; shall be accompanied by an affidavit or certificate of mailing; and shall advise the Firefighter that the time within which judicial review of the decision may be sought is 90 days from the date of mailing, as governed by Code of Civil Procedure § 1094.6.

C. FORMAL HEARING PROCEDURE

1. **Applicability:** The formal hearing procedure applies only to a punitive action at the level of discharge, demotion, suspension of more than five days, or reduction in salary in an amount greater than a five-day suspension. The term "punitive action" applies only to charges based on events and circumstances involving the Firefighter's performance of official duties.
2. **Final Notice of Punitive Action Serves as the Accusation:** The final notice of punitive action which is issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation described in Government Code § 11503(a). Pursuant to Government Code § 3254(f), the punitive action shall not be effective sooner than 48 hours of issuance of the final notice of punitive action. The final notice of punitive action shall be prepared and served in person or by registered mail. The final notice of discipline shall include a statement to the employee that advises him or her of the right to request a hearing by filing a Notice of Defense as provided in Government Code § 11506. A copy of Chapter 5 (commencing with § 11500) of Part 1 of Division 3 of Title 2 of the Government Code shall be provided to the Firefighter concurrently with the final notice of punitive action.

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3. **Notice of Defense:** In accordance with Government Code § 11506, within 15 calendar days after service of the final notice of punitive action on the Firefighter as set forth above, the Firefighter shall notify the Fire Chief in writing of the Firefighter's intent to appeal the punitive action by filing a Notice of Appeal. The Notice of Appeal must be signed by either the Firefighter or on his or her behalf and must include the mailing address of the Firefighter and/or any representative. Failure to file a timely Notice of Defense constitutes a waiver of the Firefighter's right to a hearing.
4. **Supplemental Accusation:** Pursuant to Government Code §§ 11507 and 11516, at any time before or after the case is submitted for decision, the District may file an amended or supplemental Accusation in the form of a notice of punitive action. All parties must be notified of the amended or supplemental Accusation.
5. **Administrative Law Judge:** Pursuant to Government Code § 11512, the District has determined that appeals shall be presided over by an administrative law judge on staff of the State Office of Administrative Hearings, hereinafter referred to as the "ALJ". The ALJ shall preside at the appeal hearing, rule on the admission and exclusion of evidence and determine and rule on all matters of law, both procedural and substantive. In conducting the hearing, the ALJ shall follow the evidentiary standards described in section 11513 of the Government Code.
6. **Time and Place of Hearing:** Pursuant to Government Code § 11508, unless otherwise decided by the Fire Chief or his/her designee, a hearing shall be conducted at District offices at a time to be determined by the Fire Chief or designee.
7. **Notice of the Hearing:** The District will mail or deliver a written notice of the hearing with the information required by Government Code § 11509, no later than 10 days prior to the hearing.
8. **Findings:** The appeal proceedings shall be reported by a stenographic reporter. However, upon the consent of all the parties, the proceedings may be reported electronically. Within 30 days after the case is submitted to him or her, the ALJ shall prepare a proposed written decision to be submitted to the Board of Directors. Within 100 days of receipt by the Board of Directors of the ALJ's proposed decision, the Board of Directors may take any of the following actions:
 - a. Adopt the proposed decision in its entirety.
 - b. Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
 - c. Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the Board of Directors under this paragraph is limited to a clarifying change or a change of a similar

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nature that does not affect the factual or legal basis of the proposed decision.

- d. Reject the proposed decision and refer the case to the same ALJ if reasonably available, otherwise to another ALJ, to take additional evidence. If the case is referred to the ALJ pursuant to this subparagraph, the ALJ shall prepare a revised proposed decision based on both the additional evidence and the transcript and other papers that are part of the record of the prior appeal hearing. A copy of the revised proposed decision shall be furnished decision shall be served to each party and his or her attorney in the manner specified in this procedure.
- e. Reject the proposed decision, and decide the case upon the record, including the transcript, or upon an agreed statement of the parties, with or without taking additional evidence. By stipulation of the parties the Board of Directors may decide the case upon the record without including the transcript.

- 9. Decision:** The Board of Directors' decision will be reduced to writing and shall be final and binding on the parties. The Board of Directors' written decision shall be served by registered mail, postage prepaid, upon the Firefighter as well as the Firefighter's attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the Firefighter that the time within which judicial review of the decision may be sought is 90 days from the date of mailing as governed by Code of Civil Procedure section 1094.6.

D. NON-FPBOR ADMINISTRATIVE APPEAL PROCEDURES FOR SOME PUNITIVE ACTIONS.

The procedures in this section apply to non-probationary District employees that are not firefighters. The procedures in this section only apply to the following types of punitive actions: suspension, paid leave reduction, salary reduction, demotion, or termination.

A. Notice of Appeal: Within ten calendar days of receipt of written notification of punitive action as defined above, the employee will notify the Fire Chief in writing of the employee's intent to appeal. The written notice of appeal shall specify the action being appealed and the substantive and/or procedural grounds for the appeal. The employee's failure to timely file a written notice of appeal will waive the right to the appeal hearing.

B. Hearing Officer: The Fire Chief or the Board of Directors may be the Hearing Officer and conduct the hearing in accordance with these procedures. If Fire Chief cannot serve as the Hearing Officer because of the Fire Chief's participation in the pre-disciplinary procedure, or because of actual bias, prejudice, or interest, then the Board of Directors shall serve as Hearing Officer. The Board of Directors may

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delegate the conduct of the hearing to an administrative law judge to make an advisory decision to the Board.

C. Date and Time of the Appeal Hearing: Once the Hearing Officer has been designated, the District will set a date for an appeal hearing. The employee shall be notified in writing at least 21 days prior to the hearing date. The Hearing Officer may continue a scheduled hearing for good cause shown.

D. Employee Appearance at Appeal Hearing: The employee who is appealing must personally appear before the Hearing Officer at the time and place for the appeal hearing.

E. Burden of Proof: The District shall have the burden of proving by a preponderance of the evidence that the facts that form the basis for the charges of misconduct occurred, and that the level of penalty was reasonable under the circumstances.

F. Evidence: While the formal rules of evidence do not apply, the Hearing Officer shall have discretion to exclude or limit evidence which is incompetent, irrelevant, or cumulative, or the presentation of which will otherwise consume undue time. The Hearing Officer may limit the use of witnesses, testimony, evidence, or argument. There is no right of intervention, discovery, or pre-hearing conferences.

G. Order of Hearing:

1. The District presents first throughout the hearing because it bears the burden of proof.
2. The parties present opening statements.
3. The parties present evidence through documents and testimony under the following conditions: a) witnesses testify under oath; b) the District may issue subpoenas for the attendance of witnesses, which each party is responsible for serving; c) the parties are allowed to cross examine the other's witnesses; and d) the Hearing Officer may exclude witnesses, except the parties, while any other witness is testifying.
4. The parties may present oral closing arguments of no more than 20 minutes and/or written closing arguments. The District argues first, the employee argues second, and the District may present a rebuttal if it has reserved a portion of its 20 minutes for that purpose.

H. Recording: The hearing shall be recorded by a recording or a certified court reporter at the District's option. If the District orders a transcript or makes a transcript, the District will notify the employee within three days of making the

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transcript and will provide a copy of the transcript for the employee if the employee pays for the costs of duplication.

I. Representation: The employee may be represented by a representative of the employee's choice at all stages of the proceedings. All costs associated with the representation will be the responsibility of the employee.

J. Decision: If the Board of Directors delegated the conduct of the hearing to an administrative law judge to make an advisory decision, the Board shall review the advisory decision and then issue its own final decision which may affirm, revoke, or modify all or part of the advisory decision. The final decision shall be in writing and shall: be served by first class mail, postage prepaid, upon the employee and the employee's representative if any; accompanied by an affidavit or certificate of mailing; and advise the employee that the time to request judicial review of the decision may be sought no later than 90 days from the date of mailing, as governed by Code of Civil Procedure section 1094.6.

Attachments:

1. Administrative Investigation FPBOR memo
2. Corrective Action, Punitive Action Algorithm

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Department Letterhead

CONFIDENTIAL

DATE:

TO:

FROM:

SUBJECT: Notice of Administrative Investigation and Right to Representation

This memorandum is to inform you that you are the subject of an administrative investigation into allegations of wrongdoing. The District is commencing an investigation of these charges to determine whether they have merit. I am writing to formally advise you of the allegations, and that you will be interviewed about them. Please be assured that no conclusions regarding the events in question have been made at this time.

ALLEGATIONS

You are alleged to have potentially engaged in inappropriate conduct by **overview of the allegations**. Your actions, if true, may have violated one or more of the following Department Rules, Regulations, or Policies.

- **List rules, regulations or policies that may have been violated.**

INVESTIGATORY INTERVIEW

The District has tasked **name of the person conducting the interview** to conduct the investigation.

You will be interviewed on Day, Date, time, location, address. During the interview, **name of the person conducting the interview** will ask you questions concerning the allegations noted above. The interview will be audio and/or stenographically recorded and any statement made and/or evidence obtained as a result of this interrogation may be used in any and all administrative proceedings arising out of this investigation. You will have a right to have a representative of your choosing present during the interview, as long as that person is not also a subject of the investigation. You may request a copy of the recording of your interview and bring any documents you need to assist you in this matter. Additionally, you have the right to bring your own recording device.

Your attendance and participation in this interview is mandatory. You are officially ordered and directed to cooperate and answer all questions completely and truthfully.

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Please be assured that investigations of this nature are confidential, and will only be disclosed by the District on a “need to know” basis. The integrity of the investigation is paramount. Accordingly, the District would request that during the pendency of the investigation you refrain from discussing this investigation with any person other than your designated representative. The above admonitions do not extend to any of your protected activities under the Meyers-Milias-Brown Act, and you should consult your labor representative concerning such issues.

You are further instructed that the District forbids retaliation (adverse employment actions or harassment) against persons who make complaints or participate in an investigation. If you retaliate against or harass anyone who participated in this investigation, you may be subject to discipline, up to and including termination of employment.

DOCUMENT RETENTION

You are further directed to retain, and not to alter, migrate, or destroy, any communications between you and any employee of the District or anyone else between **date of the initial act** to present. This includes communications that may be on your home computer, external server, personal e-mail, laptop, or phone, including:

- E-mail;
- Text messages;
- Voicemail;
- Facebook or other social media postings;
- Paper records of any kind, such as memoranda, letters, handwritten notes, date books, calendars, calendar entries, message slips sent between you and any District employee since **date of the initial act**.

You are directed, as of the date of this notice, to preserve the above-described communications. Failure to preserve these documents may constitute insubordination and may result in discipline, up to and including termination of employment.

For the benefit of all parties involved, this investigation will be completed as quickly as possible. Should you have any questions or concerns that surface during the course of this investigation, please do not hesitate to contact me at **contact information email and/or phone number**. Thank you for your cooperation.

Acknowledgment of receipt of this notice:

Rank, Name of Employee

Date

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Firefighters Procedural Bill of Rights Act

California Government Code Section 3253: Investigations and interrogations; conduct; conditions; representation; reassignment

3253. When any firefighter is under investigation and subjected to interrogation by his or her commanding officer, or any other member designated by the employing department or licensing or certifying agency, that could lead to punitive action, the interrogation shall be conducted under the following conditions:

(a) The interrogation shall be conducted at a reasonable hour, at a time when the firefighter is on duty, unless an imminent threat to the safety of the public requires otherwise. If the interrogation does occur during off-duty time of the firefighter being interrogated, the firefighter shall be compensated for any off-duty time in accordance with regular department procedures. The firefighter's compensation shall not be reduced as a result of any work missed while being interrogated.

(b) The firefighter under investigation shall be informed, prior to the interrogation, of the rank, name, and command of the officer or other person in charge of the interrogation, the interrogating officer, and all other persons to be present during the interrogation. All questions directed to the firefighter under interrogation shall be asked by and through no more than two interrogators at one time.

(c) The firefighter under investigation shall be informed of the nature of the investigation prior to any interrogation.

(d) The interrogating session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The person under interrogation shall be allowed reasonable breaks to attend to his or her own personal physical necessities.

(e)(1) The firefighter under interrogation shall not be subjected to offensive language or threatened with punitive action. A promise of reward shall not be made as an inducement to answering any question. The employer shall provide to, and obtain from, an employee a formal grant of immunity from criminal prosecution, in writing, before the employee may be compelled to respond to incriminating questions in an interrogation. Subject to that grant of immunity, a firefighter refusing to respond to questions or submit to interrogations shall be informed that the failure to answer questions directly related to the investigation or interrogation may result in punitive action.

(2) The employer shall not cause the firefighter under interrogation to be subjected to visits by the press or news media without his or her express written consent free of duress, and the firefighter's photograph, home address, telephone number, or other contact information shall not be given to the press or news media without his or her express written consent.

(f) A statement made during interrogation by a firefighter under duress, coercion, or threat of punitive action shall not be admissible in any subsequent judicial proceeding, subject to the following qualifications:

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(1) This subdivision shall not limit the use of statements otherwise made by a firefighter when the employing fire department is seeking civil service sanctions against any firefighter, including disciplinary action brought under Section 19572.

(2) This subdivision shall not prevent the admissibility of statements otherwise made by the firefighter under interrogation in any civil action, including administrative actions, brought by that firefighter, or that firefighter's exclusive representative, arising out of a disciplinary action.

(g) The complete interrogation of a firefighter may be recorded. If a recording is made of the interrogation, the firefighter shall have access to the recording if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The firefighter shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those portions that are otherwise required by law to be kept confidential. Notes or reports that are deemed to be confidential shall not be entered in the firefighter's personnel file. The firefighter being interrogated shall have the right to bring his or her own recording device and record any and all aspects of the interrogation.

(h) If, prior to or during the interrogation of a firefighter, it is contemplated that he or she may be charged with a criminal offense, he or she shall be immediately informed of his or her constitutional rights.

(i) Upon the filing of a formal written statement of charges, or whenever an interrogation focuses on matters that may result in punitive action against any firefighter, that firefighter, at his or her request, shall have the right to be represented by a representative of his or her choice who may be present at all times during the interrogation. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, or be subject to any punitive action for refusing to disclose, any information received from the firefighter under investigation for noncriminal matters.

This section shall not be construed to apply to counseling, instruction, or informal verbal admonishment by, or other routine or unplanned contact with, a supervisor or any other firefighter.

(j) A firefighter shall not be loaned or temporarily reassigned to a location or duty assignment if a firefighter in his or her department would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

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Corrective Action, Punitive Action Algorithm

An Incident occurs that corrective action or punitive actions may result.

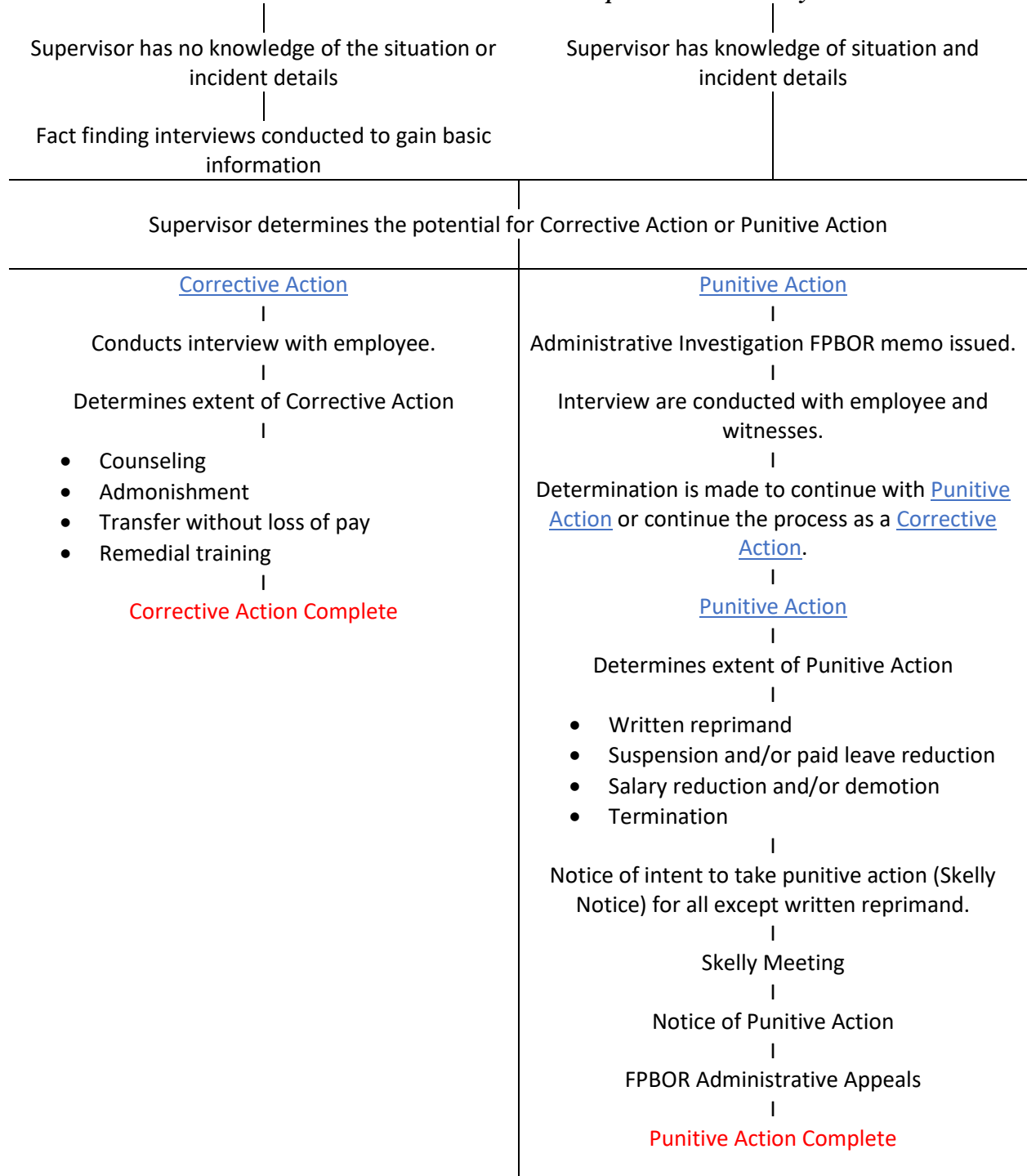



EXHIBIT C

 <p>FIRE</p> <p>DISTRICT</p> <p>POLICY</p>	DATE 03/27/2018 POLICY 2018-01
	APPROVED:
	Grievance Procedure

I. Purpose

Grievance procedures adjust minor complaints and irritations before they become major discontents and disputes. The purpose of this grievance procedure, therefore, is to establish effective method for the fair, expeditious and orderly resolve of grievances.

NOTE: Nothing in this procedure shall prohibit an employee from discussing a complaint directly with the supervisor.

II. Definition

A grievance is defined as a claimed violation by an adversely affected employee, group of employees, or the Association, concerning any aspect of the employment relationship with the district, or misinterpretation, inequitable application or noncompliance with district rules or regulations.

III. Limitations

Those matters that are out of the control of the District are not subject to grievance. Ordinances or resolutions enacted under the authority granted to the District by law are not subject to grievance. This grievance procedure does not apply to corrective or punitive actions, selection of personnel, or the content of performance evaluations. This grievance procedure does not apply if another dispute resolution procedure applies to the claimed violation at issue.

IV. Formal Grievance Statement and Form

A claimed violation is not a grievance unless the grievant can state each of the following: the date of the claimed violation; the specific provision(s) that are claimed to be violated; a description of the facts regarding how the claimed violation occurred; and a list of all persons who are witnesses or are involved.

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When a formal grievance is filed (attached form), the grievance shall be written to provide the basis for discussion by management and the grievant(s) to ensure that the grievance will not be misinterpreted. Three copies of the written grievance must be submitted to the grievant's immediate supervisor, the employee retaining the original. The supervisor shall immediately forward those copies as follows:

- Original – Grievant(s)
- 1st copy – Supervisor retains
- 2nd copy – Division Chief
- 3rd copy – Fire Chief

V. Grievance Procedure

1. A grievant who has a problem or complaint must first try to get it settled through discussion with their supervisor without undue delay.
2. If, after this, the grievant does not believe the problem has been satisfactorily resolved, the grievant shall have the right to discuss it with the grievant's supervisor's immediate supervisor. Every effort must be made to find an acceptable solution by informal means at the lowest possible level of supervision.
3. If the grievant is not satisfied with the decision reached by discussion, the grievant shall then have the right to file a formal grievance. An informal grievance shall not be taken beyond the rank of Division Chief.
4. A formal grievance shall be presented in writing within fifteen (15) calendar days of the receipt of a decision from an informal grievance. Such grievance shall be made to the grievant's supervisor who shall render a decision and comments in writing and return them to the grievant within fifteen (15) calendar days after the grievance form is filed.
5. If the grievant is not satisfied with the supervisor's decision, the grievant will have fifteen (15) calendar days from the supervisor's decision to present the appeal in writing to the supervisor's immediate supervisor. The supervisor receiving the grievance shall review it, render a decision and comments in writing, and return them to the grievant within fifteen (15) calendar days after receiving the appeal.
6. If the grievant is not satisfied with the decision, the grievant may present the appeal in writing to the Fire Chief. The grievant will then have fifteen (15) calendar days from the receipt of a decision to appeal to the Fire Chief. Failure to do so within the time frames will constitute a withdrawal of the grievance. The Fire Chief, or designated representative, should discuss the grievance with the grievant, the supervisors, and other appropriate personnel. The Fire Chief shall render a decision and comments in writing and return them to the grievant within fifteen (15) calendar days after receiving the appeal.

EXHIBIT C

7. If the grievant is not satisfied with the Fire Chief's decision, the grievant may present the appeal to the Board of Directors for a final and binding decision. The grievant will then have fifteen (15) calendar days from the receipt of a decision to appeal to the Board of Directors. Failure to appeal to the Board within the time frames will make the Fire Chief's decision final and binding.
8. If the grievant appeals the Fire Chief's decision to the Board of Directors, it shall be heard at the next regular meeting, provided there is adequate time allowed for the grievance to be added to the agenda. The Board of Directors will conduct the grievance hearing as follows:
 - A. The Board of Directors determines the issue to be decided in the grievance hearing after receiving each party's statement of the grievance issue.
 - B. The grievant has the burden of proving the grievance by the preponderance of the evidence.
 - C. Opening statement by the grievant, followed by the opening statement of the district.
 - D. The Board of Directors administers an oath to each witness prior to any testimony that requires each witness to affirm that the witness will tell the truth, the whole truth, and nothing but the truth.
 - E. Grievant presents witnesses and evidence, followed by cross examination from the district.
 - F. District presents any witnesses under oath and evidence, followed by cross examination by the grievant.
 - G. Grievant presents rebuttal witnesses under oath and evidence, if any.
 - H. District presents rebuttal witnesses under oath and evidence, if any.
 - I. Grievant presents closing statement, followed by district's closing statement. In the alternative, the parties may agree to provide written closing arguments at a date determined by the Board of Directors.
 - J. The Board of Directors issues a written decision as to the issue under consideration only. The Board of Directors may affirm, reverse, or modify the Fire Chief's decision as they deem appropriate.

EXHIBIT C

9. At any stage of this grievance procedure prior to the Board of Director's hearing, the parties may mutually agree to ask the State Conciliation and Mediation Service to issue an advisory recommendation to help resolve the grievance. The advisory recommendation is not binding upon the parties and shall remain confidential to the parties, unless both parties agree to accept the advisory recommendation as a final and binding decision. The parties may agree to select another agency or individual to mediate, however, any costs shall be borne by the grievant.
10. The parties, by mutual written consent, may extend any of the timelines at any stage of this grievance procedure.
11. If the Fire Chief or supervisors fail to render a written decision within any of the fifteen (15) day calendar periods in the grievance procedure, the employee may continue to the next level of the grievance procedure.

EXHIBIT C

GRIEVANCE FORM MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT

Shift _____ Date _____
 Time _____ hrs.
 Name _____ Rank/Position _____
 Supervisor _____

Nature of Grievance, including: date of claimed violation; specific rule or policy claimed to be violated; a description of the facts regarding how the violation occurred; a list of all persons who are witnesses or involved with the grievance.

Employee

Representative

(signature)

(signature)

- Distribution of Copies**
 Original -Grievant
 1st Copy - Supervisor
 2nd Copy - Division Chief
 3rd Copy - Fire Chief



MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

STAFF SUMMARY REPORT

AGENDA ITEM NUMBER: 3.2

DATE: June 6, 2024

PREPARED BY: David Sargenti

SUBJECT: Industrial Disability Retirement determination for Matthew Weed

ISSUE AND STAFF REPORT

The District received correspondence from CalPERS requesting a determination of the disability status of Matthew Weed based on the Public Employees' Retirement Law. Staff has received various reports and documents from our physicians including a specialist required by CALPERS regarding Mr. Weed's status. The attached draft resolution details the necessary items to determine the industrial disability of Matthew Weed.

RECOMMENDATION

Receive report, discuss, and adopt Resolution 2024-20 determining the industrial disability of employee Matthew Weed.

ATTACHMENTS

Draft Resolution 2024-20.

**BEFORE THE BOARD OF DIRECTORS
OF THE MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT**

RESOLUTION NO. 2024-20

**RESOLUTION OF THE GOVERNING BOARD OF THE
MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT DETERMINING
THE INDUSTRIAL DISABILITY OF EMPLOYEE MATTHEW WEED**

WHEREAS, the Monterey County Regional Fire Protection District (hereafter referred to as Agency) is a contracting agency of the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the California Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as a local safety member is disabled for purposes of the California Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such Law; and

WHEREAS, the application for industrial disability retirement of Matthew Weed employed by the Agency in the position of Fire Engineer has been filed with CalPERS; and

WHEREAS, the Board of Directors of the Monterey County Regional Fire Protection District has reviewed the medical and other evidence relevant to such alleged disability.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Monterey County Regional Fire Protection District does hereby find and determine that Matthew Weed is substantially incapacitated within the meaning of the California Public Employees' Retirement Law for performance of his duties in the position of Fire Engineer for the disabling condition referenced below; and hereby certify under penalty of perjury that this determination was made on the basis of competent medical opinion and was not used as a substitute for the disciplinary process in accordance with Government Code section 21156(a)(2). If the disciplinary process occurred before the member's separation from employment, all relevant personnel documents were forwarded to CalPERS for determination of the member's eligibility for disability retirement and CalPERS' determination that the member is eligible to apply for disability retirement was obtained prior to starting the process of determination.

Matthew Weed had filed a Workers Compensation claim for his disabling condition(s). The Workers' Compensation claim was accepted.

BE IT FURTHER RESOLVED that the Board of Directors of the Monterey County Regional Fire Protection District hereby find and determine that such disability is a disease arising out of and in the course of employment with the Agency.

Neither said employee Matthew Weed, nor the Monterey County Regional Fire Protection District has applied to the Workers' Compensation Appeals Board for determination pursuant to Government Code section 21166 whether such disability is industrial and there is no possibility of third-party liability.

BE IT FUTHER RESOLVED that the member will be separated from his employment in the position of Fire Engineer after the expiration of her rights under section 21164, Government

Code, Effective August 15, 2024, and that no dispute as to the expiration of such leave rights is pending. The last date paid will be August 15, 2024.

Advance Disability Pension payment will not be made.

The primary disabling condition is Post-Traumatic Stress Disorder that arises to the level of substantial incapacity to perform his usual job duties to which the member is permanently precluded from his duties as an EMT, especially CPR. He is not able to safely operate a fire apparatus. He cannot fight fires, whether structural or wildfires. He cannot respond to medical emergencies.

The duration of the disabling condition is expected to be permanent, which is certified by competent medical opinion dated May 29, 2024.

I do hereby certify that the foregoing resolution was duly passed and adopted at a meeting of the Monterey County Regional Fire Protection District held on the June 25, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Aimee Dahle, President

Jim Slaten, Secretary



MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

STAFF SUMMARY REPORT

AGENDA ITEM NUMBER: 3.3

DATE: June 8, 2024

PREPARED BY: David Sargenti

SUBJECT: Delegation of authority for CALPERS disability retirements

ISSUE AND STAFF REPORT

An application to CALPERS for retirement of a member for disability may be made by the employee, the District Board of Directors or an official designated by the Board of Directors (Government Code Section 21152 (c)). Once the application is submitted, the Board of Directors must determine the employee is "disabled" within the meaning of the Public Employees Retirement Law (PERL) and as determined by a competent medical opinion provided by a medical specialist in the condition of the employee (Government Code Section 21156). The Board of Directors can also delegate authority to a subordinate officer (Government Code Section 21173).

In the past, CALPERS staff were available to discuss and review documents for satisfactory compliance prior to Board of Director adoption and submission. A change in business practices at CALPERS no longer allows for this review, potentially causing delays in the approval of retirement benefits for employees or necessitating more frequent Board meetings. The delegation of authority to the executive officer (Fire Chief) is a common practice with many agencies for actions in relation to disability retirements.

RECOMMENDATION

Receive report, discuss and adopt Resolution 2024-21 approving the delegation of authority to the Fire Chief to make determinations of disability on behalf of the District under Government Code sections 21152(c), 21156, and 21173 and whether such disability is industrial, and to certify such determinations and all other necessary information to the California Public Employees' Retirement System.

ATTACHMENTS

Draft Resolution 2024-21.

RESOLUTION NO. 2024-21

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT
DELEGATION OF AUTHORITY**

WHEREAS, the MONTEREY COUNTY REGIONAL FIRE PROTECTION DISTRICT (herein referred to as Agency) is a contracting agency of the California Public Employees' Retirement System.

WHEREAS, the Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as a local safety member is disabled for purposes of the Public Employees' Retirement Law and such disability is "industrial" within the meaning of such Law:

WHEREAS, the BOARD OF DIRECTORS has determined upon legal advice that it may delegate authority under Government Code section 21173 to make such determinations to the incumbent of the position of FIRE CHIEF.

NOW, THEREFORE BE IT RESOLVED that the BOARD OF DIRECTORS does hereby delegate to the incumbent of the position of FIRE CHIEF, authority to make application on behalf of the Agency pursuant to Government Code section 21152 (c) for disability retirement of all employees and to initiate requests for reinstatement of such employees who are retired for disability.

BE IT FURTHER RESOLVED that the BOARD OF DIRECTORS delegate and it does hereby delegate to the incumbent of the office/position of FIRE CHIEF authority to make determinations of disability on behalf of the Agency under Government Code section 21156 and whether such disability is industrial and to certify such determinations and all other necessary information to the California Public Employees' Retirement System.

PASSED AND ADOPTED by the Board of Directors of the Monterey County Regional Fire Protection District this 25th day of June 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Aimee Dahle, President

Jim Slaten, Secretary

CLERK OF THE BOARD CERTIFICATE

I HEREBY CERTIFY I am secretary and custodian of the records and files of the above-name district and that the foregoing and annexed resolution is a full, true, and correct copy of a resolution duly passed by the governing board of said district at a special meeting thereof duly held on June 25th, 2024, and that said resolution has not been modified, rescinded, superseded, and is still in full force and effect.

WITNESS my hand this 25th of June 2024.

Karry Kuntz, Clerk of the Board