

NORTH COUNTY FIRE PROTECTION DISTRICT

MANAGEMENT COMPENSATION PLAN



Covering the Period of

October 1, 2020 to September 30, 2021

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ARTICLE 1.

PURPOSE:

- 1.1. To establish a distinct and separate procedure for establishing the compensation of Management **EMPLOYEES**. Prior to the end of this agreement, the Board Negotiators shall meet and confer with the Management Group to discuss matters regarding the Management Compensation Plan.

ARTICLE 2. ACKNOWLEDGMENTS:

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

ARTICLE 3. DESIGNATION OF MANAGEMENT:

- 3.1. Management is designated as the Chief Officers excepting the Fire Chief/CEO, the Fire Marshal, and the Finance Manager.

3.2. PROVISIONAL BATTALION CHIEFS:

- 3.2.1. "Provisional Battalion Chief" (P-B/C) describes a position in which the individual meets all of the minimum requirements (MQs) for the position of Battalion Chief EXCEPT for the Bachelor's Degree.
- 3.2.2. Individuals who meet all of the MQs for Battalion Chief EXCEPT for the Bachelor's Degree requirement, may apply for and test for the position of Battalion Chief (B/C). If successful in the testing process, they will be eligible for Acting Chief Officer pay.
- 3.2.3. If promoted, they will be promoted to the position of Provisional Battalion Chief. They shall be eligible to wear all of the rank insignia of a BC and will have the full authority of a B/C. The only significance of the 'provisional' designation is to communicate that they have not fully met the MQs and will be paid at a level less than a fully qualified B/C until such time as they fully satisfy all MQs for the position. Failure to remain in compliance with the terms of Section 3.2. shall result in the return of the P-B/C to previous rank.
- 3.2.4. The P-B/C shall be paid at 95% of the pay for a Probationary B/C. The P-B/C will remain at 95% of Probationary B/C as long as they remain in compliance with the terms and conditions of Section 3.2 , or until such time as the individual fully meets the MQs for the B/C position. If that occurs in less than one (1) year from promotion, the individual will move to Probationary B/C pay for the remainder of the probationary period at which point they would move to full B/C pay. If they are in the B/C position for one (1) year or longer

when they fully meet the MQs for the B/C position, they will move directly from P-B/C pay to full B/C pay. The PBC shall be eligible for and receive all other benefits contained in the Management MOU.

- 3.2.5. In order to remain in the P-B/C position and pay grade, individuals must have a current, approved educational plan on file with the District and demonstrate a sustained effort toward completion of the Bachelors' degree educational requirement. The intent is to have the P-B/C complete the educational requirement in four (4) years or less. A sustained effort is defined as completion of at least four, 3-credit classes (or equivalent) during a 12-month period. This goal may be modified in the case of schools that have alternative approaches to calculating course credit, with the approval of the Fire Chief.
- 3.2.6. Time spent off duty to attend classes or complete coursework is non-compensable (no pay). Administrative Leave will not be granted for college work, although an individual may use their own Annual/Vacation Leave or Shift Trades at their option. Coursework may be completed on-duty, as other work and assignments allow.
- 3.2.7. Reimbursement for tuition shall be paid pursuant to the Management MOU and District Policy concerning educational reimbursement.

ARTICLE 4. MANAGEMENT EMPLOYEES:

- 4.1. Management **EMPLOYEES** are exempt from the competitive service and serve at the pleasure of the Fire Chief/CEO.
- 4.2. Battalion Chiefs are non-exempt **EMPLOYEES**, with respect to the overtime regulations of the Department of Labor (that is, they are paid hourly and receive overtime and FLSA pay). Other Management Personnel (Finance Manager, Fire Marshal, Division Chief, Deputy Chief) are exempt **EMPLOYEES** with respect to the overtime regulations of the Department of Labor (that is, they are paid a salary, regardless of hours worked).

ARTICLE 5. MANAGEMENT SALARIES:

- 5.1. For the period October 1, 2020 to September 30, 2021, wages shall be paid as set forth in the attached document titled "Wage Scale [Exhibit A]."
- 5.2. 40-HOUR BATTALION CHIEF: Any Battalion Chief who is assigned from a fifty-six (56)-hour workweek to a forty (40)-hour workweek shall be paid as follows:
 - 5.2.1. TO DETERMINE THE HOURLY RATE OF PAY: Increase the yearly salary (including FLSA O.T.) by seven and one-half percent (7½%) and then divide that by 2080 (the number of hours per year).
 - 5.2.2. TO DETERMINE THE OVERTIME RATE OF PAY: Multiply the hourly rate by one and one half (1½).

- 5.2.2.1. **EMPLOYEES** on forty (40)-hour week schedules shall be paid one and one half (1½) times the regular rate for all time worked in excess of forty (40) hours per work period. The work period for the purpose of calculating overtime for the forty (40)-hour work **EMPLOYEES** shall include seven (7) consecutive twenty-four (24)-hour durations (e.g. one (1) forty-hour (40) week).
 - 5.2.2.2. **EMPLOYEES** on forty (40)-hour week schedules who work hours beyond forty (40) hours in a work period where such additional hours are worked on a fifty-six (56) hour schedule shall be paid one and one-half (1½) times the regular rate of pay for **EMPLOYEES** on a fifty-six (56)-hour schedule.
 - 5.2.2.3. Hours worked for the purpose of calculating FLSA overtime shall include, paid work hours and paid leave, including Sick Leave, vacation, holidays, Worker's Compensation, school, training, paid military leave and paid maternity leave.
- 5.2.3. TO DETERMINE THE OVERTIME RATE OF PAY FOR 56-HOUR BATTALION CHIEF: Overtime compensation is combined with regular bi-weekly paycheck, one and one-half (1½) times the regular rate of pay, for all **EMPLOYEES** on shift work for all time worked beyond the normal (24)-hour shift on an **EMPLOYEE'S** scheduled day off, and in excess of 182 hours in a twenty-four (24)-day period. A workday shall consist of twenty-four (24)-hours including meals, rest period and sleep. TO DETERMINE THE BI-WEEKLY SALARY: Multiply the hourly rate by eighty (80).
- 5.3. **WAGE SCALE ADJUSTMENTS:** The wage scale shall be adjusted annually on September 1st each year using the following procedure:
- 5.3.1. During the month of July, parties signatory to this agreement meet at a mutually agreeable time and place.
 - 5.3.2. Determine actual new revenue or "growth" for the new fiscal year starting on the following September 1st. "New Revenue" is defined as follows:
 - 5.3.2.1. Compare the actual charges (i.e., "revenues") from San Diego County for the fiscal year that just ended on June 30 with the actual charges for the preceding fiscal year, as reported by the County the last fiscal year.
 - 5.3.2.2. If the actual opening charges for the fiscal year that just ended on June 30 are less than the previous fiscal year's actual charges, and/or the known changes as dictated by the formula exceed the new revenue, any party to the contract(s) may reopen the contract(s) to address the shortfall.
 - 5.3.2.3. The net difference between these two numbers is then adjusted as follows:
 - 5.3.2.3.1. Actual changes in PERS contributions made by the District and payments made by the District on the District's pension obligation bonds during the fiscal year just ended on June 30 as compared to the prior fiscal year .
 - 5.3.2.3.2. Actual changes in health benefit costs made by the District during the fiscal year just ended on June 30 as compared to the prior fiscal year.

- 5.3.2.3.3. Anticipated changes in non-personnel operating costs for the **DISTRICT** – calculated by applying the most current annual San Diego regional change in the CPI to the **DISTRICT'S** non-personnel operating costs for the current fiscal year.
 - 5.3.2.3.4. Other issues identified by the representatives to include additional revenue shifts by the state or other external mandates that significantly affect the **DISTRICT'S** fiscal health and/or those items not current a line item in the budget.
 - 5.3.2.3.5. An example of the above calculation is attached as “Exhibit B.”
- 5.3.3. Distribute the adjusted new revenue (as described in 5.2.2.) as follows:
- 5.3.3.1. Sixty percent (60%) to fund salary increases to achieve wage parity in 5.2.3.2. below. Wage parity, as defined in the MOUs, is the wage ceiling unless modified by all parties. Until parity is achieved, available dollars are applied equally across all **EMPLOYEES** and groups. As individual classifications achieve parity, no additional increases will be provided for that classification until such time as they again are below wage parity as defined in the respective MOU.
 - 5.3.3.2. Parity is defined as the average of the top step for the Battalion Chief position (without FLSA) for: the Cities of Escondido, Encinitas, Oceanside, Poway, San Marcos, Santee, Vista; and Rancho Santa Fe Fire Protection District.
 - 5.3.3.2.1. Parity for the rank of Division Chief will be fifteen percent (15%) above calculated rate for the rank of Battalion Chief plus one-half (1/2) BC FLSA.
 - 5.3.3.2.2. Parity for the rank of Deputy Fire Chief will be seven and one-half (7.5) percent above the calculated rate for the rank of Division Chief.
 - 5.3.3.2.3. Parity for the rank of Fire Marshal will be equivalent to 56-hour Battalion Chief.
 - 5.3.3.2.4. Parity for the position of Finance Manager is defined as the average of the top step for the Finance Manager position for the Districts of Alpine, Lakeside, San Miguel and Rancho Santa Fe Fire Protection District.
 - 5.3.3.3. Forty percent (40%) to fund **DISTRICT** activities and programs as defined through the normal budgeting process.
 - 5.3.3.4. . In the event that any of the data necessary to make the calculations described above are not available to the District by August 15, the September 1 implementation date for salary adjustments shall be continued by the same number of days after August 15 that the data is delayed. In that event, salary adjustments shall be retroactive to September 1.
 - 5.3.3.5.
- 5.4. Upon completion of the one (1) year probationary period with satisfactory **EMPLOYEE** review, an **EMPLOYEE** may be elevated to regular step.

- 5.5. An **EMPLOYEE** may be reduced to probationary step for up to one (1) year for unsatisfactory performance at the discretion of the Fire Chief/CEO.
- 5.6. Downward adjustments shall specifically identify the unsatisfactory performance and provide a specific plan, developed by the Fire Chief/CEO and the **EMPLOYEE**, to improve said unsatisfactory performance.
- 5.7. To provide better service to the **DISTRICT**, all management **EMPLOYEES** shall reside within the boundaries of the North County Fire Protection **DISTRICT** or within a one hour travel time to the Headquarters Fire Station under normal driving conditions.

ARTICLE 6. RECLASSIFICATION PROCEDURES:

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

ARTICLE 7. MANAGEMENT BENEFITS:

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

- 7.2. FORTY (40) HOUR WORK SCHEDULE:

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

- 7.2.2. 9/80 WORK SCHEDULE: The 9/80 Work Schedule shall be spread over nine (9) workdays in a two (2)-week pay period. Scheduling of workdays and days off shall be according to a regularly established schedule, coordinated with other Management personnel on the same schedule to ensure District services are provided Monday through Friday for each Division, with approval by the Fire Chief/CEO.

- 7.2.3. 4/10 WORK SCHEDULE: The 4/10 Work Schedule shall be spread over eight (8) workdays in a two (2)-week pay period. Scheduling of workdays and days off shall be according to a regularly established schedule, coordinated with other Management personnel on the same schedule to ensure District services are provided Monday through Friday for each Division, with approval by the Fire Chief/CEO. This Work Schedule shall be on trial basis for the term of this MOU.

- 7.3. FOR SHIFT BATTALION CHIEFS:

- 7.3.1. Standby/Duty Officer coverage shall be provided by Chief Officers or certified Acting Chief Officers.
- 7.3.2. Field/Shift Battalion Chiefs shall work a schedule consisting of 48 hours on duty followed by 96 hours off duty (48/96).
 - 7.3.2.1. The District may not require an individual to work more than 72 consecutive hours without at least a 24-hour period of time off, except due to extraordinary operational circumstances and when specifically authorized by the Fire Chief/CEO or designee.
 - 7.3.2.2. An individual may voluntarily choose to work up to a maximum of 96 consecutive hours of work, at which time a minimum of 24-hours of time off must be taken, except under extraordinary operational circumstances and when specifically authorized by the Fire Chief/CEO or designee.
 - 7.3.2.3. The limits identified in 7.4.2.1. And 7.4.2.2. shall not apply to individuals deployed through the Mutual Aid System to major events, in which case the Mutual Aid System work schedule shall take precedence. Any Mutual Aid System assignment that requires an EMPLOYEE to work greater than 96-hours and return during a regularly scheduled shift shall receive up to 24-Hours of Safety Leave prior to returning to work
 - 7.3.2.4. The 48/96 work schedule is not to be used to create an alternate work schedule by manipulation of leave, shift trades, etc. An alternate work schedule is a regularly, recurring pattern of work that is different than the work schedule defined herein.
 - 7.3.2.5. **EMPLOYEES** assigned to the forty (40) hour work schedule will not be eligible to participate in the 48/96 schedule.
 - 7.3.2.6. If either party wishes to change the work schedule, written notice must be provided and any such change will be discussed in a meet and confer process.

7.4. **WORK PERIOD:**

- 7.4.1. The 48/96 shift schedule is a three-platoon system in which each **EMPLOYEE** will work two consecutive twenty-four (24) hour shifts for a total of forty-eight (48) hours. Thereafter, there will be a total of ninety-six (96) consecutive hours off duty. A typical work schedule would reflect as follows:
 - 7.4.1.1. X= work day
 - 7.4.1.2. O= day off
 - 7.4.1.3. XXOOOOXXOOOO (repeats).
- 7.1.1.1. A "shift" will consist of a twenty-four (24) hour period.
- 7.1.1.2. Department members may not be forced to work more than 72 consecutive hours (3 shifts) without at least 24-hours off duty and may not voluntarily work more than 96 consecutive hours (4 shifts), including shift trades, except as described in 7.4.2.1., 7.4.2.2. and 7.4.2.3. above.
- 7.1.1.3. Each **EMPLOYEE** will schedule his/her callback shifts and trades so that there is compliance with this policy. Exceptions to the limitations on consecutive hours of work may only be authorized by the Fire Chief/CEO

(or designee) except for mutual aid system deployments, which may be authorized under current systems.

7.1.1.4. Regardless of the number of hours worked, it is the **EMPLOYEE's** responsibility to maintain adequate alertness, skill level and rest to remain fit for duty. It is the Company Officer's responsibility to assure the operational readiness of all crew personnel and take the necessary steps, in coordination with the Duty Chief to maintain operational capabilities. It is the Duty Chief/Battalion Chief's responsibility to assure the operational readiness of all companies on duty and take the necessary steps, in coordination with the Operations Division Chief to maintain District-wide operational readiness. The District's Health and Safety Committee shall monitor personnel and operational performance, using existing means and methods, to monitor for any evidence that fatigue is a factor in any matters that come before the Committee. Such instances shall be immediately reported to the Fire Chief/CEO through the Chain Of Command, along with any pertinent recommendations concerning policies, practices or procedures.

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

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

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

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

7.5. VACANCY POLICY:

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

7.6. ANNUAL LEAVE:

7.6.1. Management **EMPLOYEES** shall accrue twenty (20) hours Annual Leave per calendar month. Accumulated Annual Leave shall not exceed 600 hours as of June 30, of any year. Individuals may accrue more than 600 hours in the accounting period of July 2nd to June 30th of any fiscal year. Any individual having more than 600 hours of accrued Annual Leave on June 30 of any year shall have 100% of the value of all hours in excess of 600 hours, based on the pay rate in the current fiscal year, mandatorily contributed by the District to **EMPLOYEE'S** individual account in the Post-Retirement Medical Benefit

Trust. The Fire Chief/CEO may allow additional accumulation in unusual circumstances, which require the **EMPLOYEE** to forego vacation for the convenience and benefit of the **DISTRICT**.

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

EMPLOYEES must submit an Irrevocable Election Form (attached herein as Exhibit A) by:

7.6.2.1 No later than June 1st, notifying the **DISTRICT** of the **EMPLOYEE'S** intent to receive in cash any amount of annual leave hours the **EMPLOYEE** will accrue between the following July 1st and December 31st. The **EMPLOYEE** will be paid within the first two weeks after January 1st in the calendar year following the irrevocable election and submission of the Irrevocable Election Form at his/her base hourly rate existing as of December 31st (i.e., the rate existing on the last day of the six-month election period).

OR

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

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

- 7.6.4. Except as provided in this section, during active employment, **EMPLOYEES** may not cash out annual leave previously accrued to the **EMPLOYEE'S** annual leave balances. An **EMPLOYEE** who experiences a "severe financial hardship" may submit a request to the Fire Chief to cash out a specified number of hours from the **EMPLOYEE'S** accrued annual leave balance during the calendar year in which the severe financial hardship occurs. For these purposes, the severe financial hardship must be experienced by the **EMPLOYEE** as a result of an illness or accident of the **EMPLOYEE**, the **EMPLOYEE'S** spouse or registered domestic partner, or a dependent of the **EMPLOYEE**; or the loss of the **EMPLOYEE'S** property

due to casualty, or another similar extraordinary and unforeseeable circumstance arising because of events beyond the control of the EMPLOYEE. The amount of accrued annual leave hours cashed out by the employee shall be limited to the amount necessary to satisfy the severe financial hardship up to the maximum of 80 hours and subject to the EMPLOYEE maintaining an accrued annual leave balance of 80 hours after redeeming annual leave hours to cash wages. The annual leave shall be redeemed for cash wages at the EMPLOYEE'S base hourly rate at the time it is paid and is subject to the applicable normal payroll taxes and withholdings. The Fire Chief shall have sole discretion to determine whether an occurrence qualifies as a severe financial hardship. The denial of a request under this severe financial hardship provision is not subject to any grievance or appeal by the employee or employee group.

7.6.5. Upon separation from employment, one hundred percent (100%) of the value of all remaining unused Sick Leave shall be contributed to the EMPLOYEE'S individual account in the Post-Retirement Medical Benefit Trust at the rate of pay in effect at the time of separation from the DISTRICT. All or a portion of this value may also be used to pre-fund any premium payments due for participation in the group portion of the Post-Retirement Medical Benefit Trust.

7.6.6. For the purposes of this section, the term "Annual Leave" is synonymous with the term "Vacation Leave."

7.7. SICK LEAVE:

7.7.1. Management **EMPLOYEES** shall accrue twelve (12) hours sick leave per calendar month. ON June 30th of each year, all **EMPLOYEES** who were hired by the District prior to July 1, 2010 and have been employed by the **DISTRICT** for ten (10) years or more with a Sick Leave accrual in excess of 540 hours shall have those excess hours converted to a cash value, based on the **EMPLOYEE'S** salary for the current fiscal year. Employees hired after July 1, 2010, shall have this excess hours conversion occur after five (5) years of employment. Such cash value shall be immediately paid into the **EMPLOYEE'S** individual account in the Post-Retirement Medical Benefit Trust in accordance with all applicable laws and regulations.

7.7.2. With the exception of death, or an unforeseen injury or illness causing separation from employment, the **EMPLOYEE** shall give the **DISTRICT** sufficient notice of intended separation such that the **DISTRICT** can budget for the payout. Specifically, the **EMPLOYEE** shall notify the **DISTRICT** no later than May 1st of the year of intended separation from employment any time between July 1st and June 30th. For example, an **EMPLOYEE** intending to retire between July 1, 2006 and June 30, 2007 must notify the **DISTRICT** of their intended retirement by no later than May 1, 2006.

7.7.3. After five (5) years of service, **EMPLOYEES** shall have the following options:

- 7.8.3.1. Upon separation from employment, one hundred percent (100%) of the value of all remaining unused Sick Leave shall be contributed to the **EMPLOYEE'S** individual account in the Post-Retirement Medical Benefit Trust at the rate of pay in effect at the time of separation from the **DISTRICT**. All or a portion of this value may also be used to pre-fund any premium payments due for participation in the group portion of the Post-Retirement Medical Benefit Trust and/or an approved 457 Plan.
- 7.8.3.2. For "CLASSIC" **EMPLOYEES** (as defined by the California Pension Reform Act of 2013), all or a portion of the accrued Sick Leave may be credited to the **EMPLOYEE'S** PERS Retirement in order for said **EMPLOYEE** to retire early.

7.9. HOLIDAY LEAVE:

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

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

- 7.9.1.1.1. New Year's,
- 7.9.1.1.2. President's Day,
- 7.9.1.1.3. Memorial Day,
- 7.9.1.1.4. Martin Luther King Day,
- 7.9.1.1.5. Independence Day,
- 7.9.1.1.6. Labor Day,
- 7.9.1.1.7. Columbus Day,
- 7.9.1.1.8. Veteran's Day,
- 7.9.1.1.9. Thanksgiving Day,
- 7.9.1.1.10. The Day After Thanksgiving,
- 7.9.1.1.11. Christmas Day.

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

7.9.2. FOR SHIFT BATTALION CHIEFS:

- 7.9.2.1. Each **EMPLOYEE** shall be paid, at their current rate, one hundred and thirty-two hours (132 hours) of in-lieu pay each year divided equally among bi-weekly paychecks.
- 7.9.2.2. Any **EMPLOYEE** receiving in-lieu pay, as described above shall not be entitled to time-off holidays.
- 7.9.2.3. Any **EMPLOYEE** who separates employment mid-year and has received any of the in-lieu payments as described herein, the salary cost of the pre-credited in-lieu pay shall be deducted on a pro-rated basis for the **EMPLOYEE'S** final paycheck.

- 7.9.2.3.1. New **EMPLOYEES** who commence employment during the year shall receive in-lieu pay, as described above, on a pro-rated basis.
- 7.9.2.3.2. Any **EMPLOYEE** may elect to use up to twenty-four (24) hours of the 132 hours he/she would have received in the form of in-lieu pay for the purpose of taking education classes or career development training. The in-lieu payments following such training shall be reduced accordingly.

7.10. BEREAVEMENT LEAVE:

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

7.11. COURT LEAVE:

- 7.11.1. Management **EMPLOYEES** who are summoned by a court and appear for the purpose of qualifying or serving as a juror or who actually appear as a witness are entitled to court leave for that period of service.
- 7.11.2. A Management **EMPLOYEE** who serves or appears for a portion of the regular working day or shift shall return to work when not required to return to court the next day.
- 7.11.3. To be granted Court Leave, a Management **EMPLOYEE** shall submit to his/her supervisor a true copy of the summons for jury or witness service. Management **EMPLOYEES** shall immediately notify their immediate supervisor so as to provide for adequate relief coverage of personnel within specified limits.
- 7.11.4. The term of jury service does not include periods during which the Management **EMPLOYEE** is excused (such as weekend or holidays) or discharged by the Court, either for an indefinite period subject to call by the court or for a definite period in excess of one working day or shift. Those management **EMPLOYEES** who are temporarily discharged or excused from court service during weekend periods shall return to their regular work assignments.
- 7.11.5. Management **EMPLOYEES** on Court Leave shall obtain from the court clerk a certification as to their daily attendance as a juror or witness. Management **EMPLOYEES** shall provide this certification to their immediate supervisors.
- 7.11.6. Management **EMPLOYEES** may retain any sums paid to reimburse them directly for out of pocket costs, such as meals, mileage, transportation, etc. Management **EMPLOYEES** shall not be entitled to keep any such fees or

wages paid to them by the court for the purposes of jury service. Management **EMPLOYEES** shall reimburse the **DISTRICT** for any fee paid to them. Management **EMPLOYEES** shall not use any of the provisions of this article for personal or private gain at the expense of the **DISTRICT**.

- 7.12. SHIFT TRADE: Shift Battalion Chiefs may mutually exchange duty days (shift trade) in grade only and with the approval of the Fire Chief/CEO or designee.
- 7.13. UNIFORMS: Each **EMPLOYEE** will be provided uniforms worth a combined value of \$700.00 per year, of which, \$500 per year may be used for uniforms at the **EMPLOYEE'S** discretion."
- 7.14. ADDITIONAL HOURS/MANAGEMENT PERSONNEL DOCKING: There shall be no docking of leave or pay for any exempt management **EMPLOYEE** for absences of less than eight (8) hours.
- 7.15. PAYROLL DEDUCTIONS: The **DISTRICT** agrees to process direct deposit deductions and may process other **EMPLOYEE** authorized benefits as payroll deductions.
- 7.16. HEALTH CONTRIBUTION:
- 7.16.1. The **DISTRICT** agrees to offer the PERS Health Benefits Program and pay a portion of the associated premiums as specified in Section 7.15.2. of this Article. The **EMPLOYEE** agrees that he/she is liable for the difference between the total cost of the health plan he/she chooses and the **DISTRICT'S** PERS Health Benefit Contribution.
- 7.16.2. The **DISTRICT** agrees to maintain a Cafeteria-Style Benefit Plan to be available to all Management **EMPLOYEES**. Benefits, which are available through this plan, include dental insurance, vision care, life insurance, long term disability plan (LTD), AD&D, Flexible Spending Account (FSA) plan, and health insurance
- 7.16.3. The **DISTRICT** agrees to pay an amount equal to ninety percent (90%) of the PERS Blue Shield Access+ HMO for the **EMPLOYEE'S** designated level of insurance (**EMPLOYEE** only, **EMPLOYEE** plus one (1), or **EMPLOYEE** plus family). The **EMPLOYEE** may apply this amount from the **DISTRICT** towards any of the health insurance plans offered by the **DISTRICT** with any additional costs to be deducted from the **EMPLOYEE'S** pretax salary as a payroll deduction. Any excess funds will be retained by the **DISTRICT** and may not be used by the **EMPLOYEE** for any other purpose.
- 7.16.4. With the exception of the Flexible Spending Account (FSA), the **DISTRICT** agrees to pay all administrative fees/costs associated with the above programs. The Fallbrook Firefighters Association agrees to reimburse The District for any direct costs incurred by low participation in the Flexible Spending Account (FSA) plan.

- 7.16.5. It is mutually agreed by all parties that excess funds, (\$182.19 monthly or \$84.09 per bi-weekly pay period per Management EMPLOYEE) shall be deposited on the EMPLOYEE'S behalf to the Post-Retirement Medical Benefit Trust. NCFPD agrees to pay \$2.20. (or current cost) on behalf of all eligible **EMPLOYEES** for the purchase of a \$10,000 life insurance policy as required by FDAC for plan participation.
- 7.16.6. **EMPLOYEES** may waive **DISTRICT** sponsored healthcare and receive a **DISTRICT** provided incentive of 50% of the PERS Blue Shield Access+ HMO premium for the **EMPLOYEE's** applicable benefit tier provided the following conditions are met:
- 7.16.6.1. Each year during the PERS Health Benefits Program Open Enrollment period the **EMPLOYEE** must provide to the **DISTRICT** evidence of healthcare coverage and applicable dependent eligibility for the coming premium term.
- 7.16.6.2. The **EMPLOYEE** shall receive the incentive to waive **DISTRICT**-sponsored healthcare in the form of a bi-weekly deposit commensurate, with the **DISTRICT's** payroll cycle, on the **EMPLOYEE's** behalf to the Post-Retirement Medical Benefit Trust. There shall be no cash option for this incentive.

7.17. PERSONAL TIME:

- 7.17.1. Exempt Management Employees shall have the ability to earn Personal Time, on an hour-for-hour basis, for additional hours worked to include: duty assignments, holidays, emergencies, strike teams and the like. At the **EMPLOYEE'S** discretion, they may choose to be paid for the earned Personal Time in the current pay period or add the hours to their Personal Time accrual. Personal Time off may only be requested after accrual. Personal Time off shall be scheduled at the discretion of the Fire Chief/CEO and shall not be compensable or transferable upon separation or termination.
- 7.17.2. Personal Time shall not exceed one hundred and forty (140) hours as of July 1st of any year.
- 7.17.3. Exempt Management Employees shall have the ability to sell back up to forty (40) hours Personal Time in any given fiscal year.
- 7.17.4. Exempt Management **EMPLOYEES** may select eight (8) hours straight time pay or receive the total amount designated for "Personnel Costs" from the reimbursing agency when filling strike team or other overhead assignments.

7.18. COMPENSATORY TIME:

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

- 7.18.1.1. At the time that excess hours are worked, the **EMPLOYEE** must designate whether the time will be paid as Overtime or Comp Time at the rate of one and one-half (1.5) hours of Comp Time Earned for one (1) hour of overtime worked, under the following terms and conditions (this designation may not be done retroactively).
- 7.18.1.2. Compensatory Time off shall be granted providing it does not create an undue disruption to the **DISTRICT**. Any remaining Comp Time on the record on June 30th, in excess of forty (40) hours for Administrative Battalion Chiefs and fifty-six (56) hours for Shift Battalion Chiefs, shall be paid to the **EMPLOYEE** at the regular rate. The **EMPLOYEE** may elect to direct all or some of this payment to a **DISTRICT** approved 457 Plan.
- 7.18.1.3. When Comp Time is used, the pay for cover of the time off must be Overtime (Comp Time cannot be earned working to cover Comp Time).
- 7.18.1.4. Use of and approval for Comp Time will be done in accordance with all policies related to use of Annual Leave.

7.19. RETIREMENT:

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

7.19.1.1. "NEW" MEMBERS ARE:

- 7.19.1.1.1. A new hire who becomes a CalPERS members for the first time on or after January 1, 2013, and who has no prior membership in any other California Public retirement system, or who is not reciprocal with another California public retirement system.
- 7.19.1.1.2. A new hire who is brought into the CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.
- 7.19.1.1.3. An established member prior to January 1, 2013, who is hired by a different CalPERS employer after January 1, 2013, after a break in service greater than six months.

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

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

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

- 7.19.2.3. Credit for unused sick leave (Section 20965).
- 7.19.2.4. Post-retirement survivor Allowance (Sections 21624, 21626 and 21628).
- 7.19.2.5. One-year final compensation (Section 20042).
- 7.19.2.6. Military Service Credit as Public Service (Section 21024).

7.19.3. **RETIREMENT FOR NEW SAFETY EMPLOYEES SHALL BE AS FOLLOWS:** The **DISTRICT** shall contract with the Public Employees' Retirement System (PERS) to provide, in addition to minimum benefits, retirement benefits described in California Government Code, Section 7522.25, known commonly as 2.7% at 57. Final compensation will be based on the highest annual average compensation earnable during the three consecutive years of employment immediately preceding the effective date of his or her retirement. The contract shall also include the following:

- 7.19.3.1. Fourth level of 1959 Survivor Benefits (Section 21574).
- 7.19.3.2. Post-retirement survivor Allowance (Sections 21624, 21626 and 21628).
- 7.19.3.3. Two years additional service credit (Section 20903).
- 7.19.3.4. Credit for unused sick leave (Section 20965).
- 7.19.3.5. Post-retirement survivor Allowance (Sections 21624, 21626 and 21628).
- 7.19.3.6. Military Service Credit as Public Service (Section 21024).

7.19.4. **EMPLOYER PAID MEMBER CONTRIBUTION:**

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

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

7.21. **TUITION REIMBURSEMENT:**

- 7.21.1. **DISTRICT** agrees to pay or to reimburse tuition and book costs for courses related to professional development and/or preparation for promotion, which have been approved by the Fire Chief/CEO or his designated representative for **EMPLOYEES** covered by this Agreement as follows:
- 7.21.1.1. For professional education (other than college courses leading to a degree), the **DISTRICT** will provide reimbursement as follows. In order to qualify, the **EMPLOYEE** must submit an annual education plan for approval, as required by policy, and satisfactorily complete the educational program, as evidenced by submission of course certificate or other proof of completion.
 - 7.21.1.2. For courses listed as a requirement for promotion to the next rank, up to \$600 per year.
 - 7.21.1.3. For courses or seminars not required for promotion, but determined to be of professional value for the **EMPLOYEE** in their current rank, up to \$400 per year.
 - 7.21.1.4. Reimbursement described in 7.20.1.3 may also be used for the purpose described in 7.20.1.2.
- 7.21.2. In an effort to encourage formal college education for Management **EMPLOYEES**, the **DISTRICT** agrees to provide tuition reimbursement as follows. In order to qualify, the **EMPLOYEE** must submit an annual education plan for approval, as required by policy and receive a "C" grade or better.
- 7.21.2.1. For lower division courses, the **DISTRICT** will provide annual reimbursement up to the amount charged by Palomar Community College for three courses.
 - 7.21.2.2. For upper division courses, the **DISTRICT** will provide annual reimbursement up to the amount charged by Waldorf College for four (4) courses.
 - 7.21.2.3. For graduate-level courses, the **DISTRICT** will provide annual reimbursement up to \$5,000.
- 7.22. ADMINISTRATIVE LEAVE: Management personnel may receive Administrative Leave at the discretion of the Fire Chief/CEO. Administrative Leave is non-cumulative.
- 7.23. POST RETIREMENT HEALTH BENEFIT:
- 7.23.1. The **DISTRICT** agrees to support the development and implementation of a Retirement Medical Benefit Trust (RMBT) to provide post-retirement medical benefits to **DISTRICT** retirees. The **DISTRICT'S** financial support of the RMBT will be limited to payment of the legal and administrative fees required to establish the RMBT and the payment of the monthly administrative charges for the plan. Such plan shall be established and operated within the legal parameters established by the US Internal Revenue Service. The **DISTRICT** Fire Chief/CEO, although not a voting member of the Board of Directors for the Trust, shall be included in all formal and informal communications

concerning Trust business, shall receive notice and agendas of Board meetings and shall be entitled to attend and observe all meetings of the Board.

- 7.23.2. **EMPLOYEES** shall be required to participate in the RMBT, as provided in IRS regulations and are responsible for the contribution of all funds to fund the plan benefits. Such funds must be provided in accordance with laws and IRS regulations. For those funds that are provided by payroll deduction or as a contribution from the **EMPLOYEE'S** Accrued Leave balance (as described in Section 7.6. and 7.7.), the **DISTRICT** agrees to provide the necessary administrative services to process the deductions and forward deposits to the RMBT.
- 7.23.3. The Trust is an independent entity, formed and administered by the labor organizations participating in the Trust, over which the **DISTRICT** exercises no control. Benefits paid by the Trust are not a component of the **MOU** and are not negotiable. The **DISTRICT** makes no commitments concerning the Trust or future benefits, other than the specific commitments described herein.

ARTICLE 8. GRIEVANCE PROCEDURE:

- 8.1. The **DISTRICT** agrees to grant representatives of the Management Group the access and right to discuss any Grievance arising under the terms of this agreement with an **EMPLOYEE** during working hours provided such discussions occur at reasonable times and do not interfere with regular scheduled work and assignments. It is agreed that the representative shall be permitted to conduct a reasonable amount of business regarding grievances during working hours at reasonable intervals without loss of pay.
- 8.2. "Grievance" shall be defined as a controversy between the **DISTRICT** and the Management Group or an **EMPLOYEE** or **EMPLOYEES** covered by this Agreement. Such controversy must pertain to any of the following:
- 8.2.1. Any matter relating to working conditions not specially covered by this Agreement.
- 8.2.2. Any matter involving the interpretation of any provisions of this Agreement.
- 8.2.3. Any matter involving the violation of any provision or intent of this Agreement.
- 8.3. There shall be an earnest effort on the part of both parties to settle Grievances promptly through the steps listed below:
- 8.4. STEP ONE:
- 8.4.1. The Management **EMPLOYEE'S** grievance must be submitted to the Fire Chief/CEO within ten (10) calendar days after the event giving rise to the Grievance. The Fire Chief/CEO shall give his answer to the **EMPLOYEE** by the

end of the 10th calendar day following the presentation of the Grievance. The giving of such answer shall terminate Step One.

8.5. STEP TWO:

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

ARTICLE 9. LEAVE OF ABSENCE:

9.1. With the exception of a Leave Of Absence under the Family Medical Leave Act, California Family Rights Act and/or Pregnancy Disability Leave, an **EMPLOYEE** may apply for a special Leave Of Absence without pay for a period not exceeding one (1) year. The Board of Directors may grant such Leave at its discretion. An **EMPLOYEE** requesting Special Leave Without Pay shall submit a request on prescribed forms with a transmittal letter, stating the reasons for the request. The **EMPLOYEE** may be entitled to the same position upon return from such Leave and shall be subject to passing the prescribed **DISTRICT** medical examination. Upon disapproval, the decision of the Board of Directors shall be final and not grievable.

ARTICLE 10. TERM OF PLAN:

This Agreement shall be effective as of October 1, 2020 and shall remain in full force and effect to and through September 30, 2021. It shall be automatically renewed for one additional year at a time, unless either party shall notify the other in writing that it desires to terminate or modify this Agreement **by no later than July 1st each year**. In the event such notice is timely given, the parties shall meet and confer in good faith regarding a successor agreement.

— END OF AGREEMENT —

FOLLOWING PAGES:

Signature Page

Exhibit A – Management Wage Scales

Exhibit B - Example of Growth Calculation

MANAGEMENT COMPENSATION PLAN

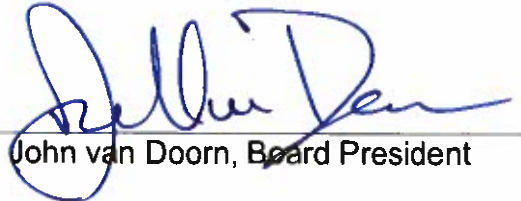
SIGNATURE PAGE

MANAGEMENT NEGOTIATION TEAM

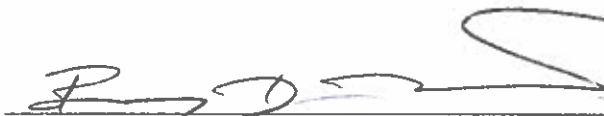
NORTH COUNTY FIRE PROTECTION DISTRICT



Kevin Mahr, Representative



John van Doorn, Board President



Barry Krumwiede, Representative



Stephen J. Abbott, Fire Chief/CEO

June 6, 2021

Date



Bob James, District Counsel

5/25/21

Board Approval Date

**Exhibit A
MANAGEMENT WAGE SCALES**

Effective October 1, 2020 (Fire Marshal effective June 6, 2021)

FINANCE MANAGER		
	PROBATION	REGULAR
HOURLY RATE	\$56.46	\$59.43
BI-WEEKLY	\$4,516.52	\$4,754.23
ANNUAL	\$117,430	\$123,610

FIRE MARSHAL		
	PROBATION	REGULAR
HOURLY RATE	\$64.87	\$68.29
BI-WEEKLY	\$5,189.98	\$5,463.14
ANNUAL	\$134,939	\$142,042

BATTALION CHIEF (56 HR)			
	PROVISIONAL	PROBATION	REGULAR
HOURLY RATE	\$42.96	\$45.22	\$47.49
REGULAR RATE	\$44.78	\$47.14	\$49.50
OVERTIME RATE	\$67.17	\$70.71	\$74.25
BI-WEEKLY	\$4,811.84	\$5,065.09	\$5,318.35
FLSA AMOUNT	\$3,405.52	\$3,585.00	\$3,764.48
ANNUAL	\$125,108	\$131,692	\$138,277
ANNUAL & FLSA	\$128,513	\$135,277	\$142,042
FLSA	\$3,406	\$3,585	\$3,764

BATTALION CHIEF (40 HR)			
	PROVISIONAL	PROBATION	REGULAR
HOURLY RATE	\$66.42	\$69.92	\$73.41
OVERTIME RATE	\$99.63	\$104.88	\$110.12
BI-WEEKLY	\$5,313.55	\$5,593.21	\$5,872.87
ANNUAL	\$138,152	\$145,423	\$152,695

DIVISION CHIEF (40 HR)		
	PROBATION	REGULAR
HOURLY RATE	\$73.80	\$77.49
BI-WEEKLY	\$5,904.15	\$6,199.35
ANNUAL	\$153,508	\$161,183

DEPUTY CHIEF (40 HR)		
	PROBATION	REGULAR
HOURLY RATE	\$79.34	\$83.30
BI-WEEKLY	\$6,346.96	\$6,664.30
ANNUAL	\$165,021	\$173,272

EXHIBIT B

GROWTH CALCULATION EXAMPLE

EFFECTIVE JUNE 6, 2021

EXAMPLE NEGOTIATIONS FORMULA WORKSHEET

	Budgeted CURRENT YEAR	Projected NEXT YEAR
Property tax	\$ 1,000,000.00	\$ 1,100,000.00
Growth	\$ 100,000.00	
PERS and POB	\$ 5,000.00	
Health Benefits @ 10%	\$ 5,000.00	
Actual Non-Personnel Operating Costs CPI Anticipated FY 21/22 @ 3%	\$ 30,000.00	
Total	\$ 40,000.00	
Available dollars	\$ 60,000.00	
60% to Salary	\$ 36,000.00	
40% to District Activities	\$ 24,000.00	