



ADMINISTRATIVE COMMITTEE MEETING

TUESDAY, SEPTEMBER 26, 2023 – 1:30 PM

LOMA LINDA-EOC 25541 BARTON RD, LOMA LINDA

AGENDA

The CONFIRE Administrative Committee Meeting is scheduled for Tuesday, September 26, 2023 in the Loma Linda Fire Department Emergency Operations Center, 25541 Barton Road, Loma Linda, California.

Reports and Documents relating to each agenda item are on file at CONFIRE and are available for public inspection during normal business hours.

The Public Comment portion of the agenda pertains to items NOT on the agenda and is limited to 30 minutes; 3 minutes allotted for each speaker. Pursuant to the Brown Act, no action may be taken by the Administrative Committee at this time; however, the Committee may refer your comments/concerns to staff or request that the item be placed on a future agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact CONFIRE at (909) 356-2302. Notification 48 hours prior to the meeting will enable CONFIRE to make reasonable arrangements to ensure accessibility to this meeting. Later requests will be accommodated to the extent feasible.

A recess may be called at the discretion of the Administrative Committee.

Liz Berry
1743 Miro Way, Rialto, CA 92376
909-356-2302
lberry@confire.org

CALL TO ORDER

- a. Flag Salute
- b. Roll call/Introductions

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Administrative Committee. (Limited to 30 minutes; 3 minutes allotted for each speaker)

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require committee member abstentions due to conflict of interests and financial interests. CONFIRE Administrative Committee member abstentions shall be stated under this item for recordation on the appropriate item.

CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

- [1.](#) Approve Administrative Committee Minutes of September 13, 2023
- [2.](#) FY2023-24 CONFIRE Operations Statement
- [3.](#) Fund Balance Report as of August 31, 2023
- [4.](#) 2023 YTD Call Summary
- [5.](#) YTD Answering Times
- [6.](#) Billable Incidents
- [7.](#) Call Processing Time Analysis August 2023
- [8.](#) EMD - ECNS Performance Standards - August 2023
- [9.](#) Emergency Services Dispatchers of San Bernardino County Association MOU clean up.
- [10.](#) CONFIRE/County of San Bernardino Services Agreement

DIRECTOR REPORT

- a. Staffing
- b. EMD
- c. ECNS
- d. County Clarification Project Update

COMMITTEE REPORTS

- a. Support Committee Report/MIS Updates - Blessing Ugbo
- b. Ops Chief Committee Report - Chief Augie Barreda
- c. CAD to CAD - Mike Bell

OLD BUSINESS

NEW BUSINESS



ADMINISTRATIVE COMMITTEE MEETING

WEDNESDAY, SEPTEMBER 13, 2023 – 9:00 AM

LOMA LINDA EOC – 25541 BARTON RD. LOMA LINDA

MINUTES

ADMINISTRATIVE COMMITTEE MEMBERS:

Chief Dan Harker/Chair, Loma Linda Fire Department - *Absent*
 Chief Rich Sessler/Vice-Chair, Redlands Fire Department
 Chief Buddy Peratt, Apple Valley Fire Protection District
 Chief Jeremy Ault, Chino Valley Fire District
 B.C. Fire Marshal Ray Bruno, Colton Fire Department
 Chief Mike McCliman, Rancho Cucamonga Fire Department
 Chief Brian Park, Rialto Fire Department-
 Chief Bertral Washington, San Bernardino County Fire
 Chief Willie Racowski, Victorville Fire Department

CALL TO ORDER

- a. Flag Salute
- b. Roll call/Introductions

PUBLIC COMMENT

An opportunity provided for persons in the audience to make brief statements to the Administrative Committee. (Limited to 30 minutes; 3 minutes allotted for each speaker)

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

Agenda items may require committee member abstentions due to conflict of interests and financial interests. CONFIRE Administrative Committee member abstentions shall be stated under this item for recordation on the appropriate item.

No conflicts were announced.

CONSENT ITEMS

The following items are considered routine and non-controversial and will be voted upon at one time by the Administrative Committee. An item may be removed by a Committee Member or member of the public for discussion and appropriate action.

1. Approve Administrative Committee Minutes of August 22, 2023

Motion to accept all items on Consent

Motion by: Chief Buddy Peratt

Second by: Chief Mike McCliman

Yes - 6

No - 0

Abstain – 2, Chief Jeremy Ault and Chief Brian Park abstained. They were not present at the last meeting.

Absent – 1, Chief Dan Harker, Loma Linda

NEW BUSINESS

2. Emergency Service Dispatchers of San Bernardino County Association MOU Side Letter – 10% Equity adjustment bonus - **ACTION ITEM**
The CONFIRE Board of Directors approved the FY 23/24 budget to reflect a 10% equity adjustment for all members represented in the MOU for the ESDSBCA. This adjustment was to take effect on July 1, 2023.

The MOU was not approved by the CONFIRE Administrative Committee until August 22, 2023. Furthermore, per the approved MOU between CONFIRE and ESDSBCA, the 10% equity adjustment would not go into effect until August 26, 2023.

To ensure members of ESDSBCA are compensated for the promised 10% equity adjustment for the months of July and August, the CONFIRE negotiations team as well as the ESDSBCA have agreed to a one-time \$1,000 bonus to be paid to each member of ESDSBCA that was employed prior to July 1, 2023.

The fiscal impact will total approximately \$60,000 to be paid on October 4, 2023. The bonus will be paid out of General Fund (8834005008), which has already been approved in the adopted FY 23/24 annual budget. There will be no additional costs.

Motion to approve the Emergency Services Dispatchers of San Bernardino County Association Side Letter Bonus.

Motion by: Chief Brian Park

Second by: Chief Buddy Peratt

Yes - 8

No - 0

Abstain - 0

Absent – 1, Chief Dan Harker, Loma Linda

ROUND TABLE

CLOSED SESSION

3. Public Employment pursuant to Government Code Section 54957
 Title: Executive Director

The Administrative Committee came out of closed session at 11:00 with no reportable action.

ADJOURNMENT

Motion to adjourn the CONFIRE Administrative Committee Meeting

The meeting adjourned at 11:02 a.m.

Upcoming Meetings:

Next Regular Meeting: September 26, 2023, at 1:30 p.m.

 /s/ Liz Berry

Liz Berry
Administrative Secretary I



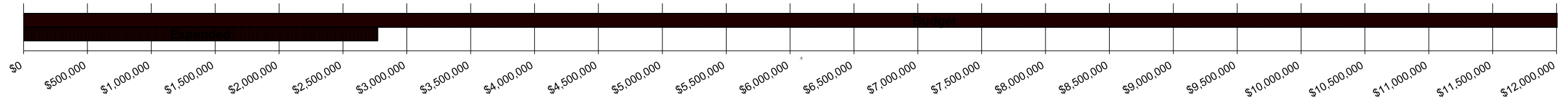
OPERATIONS FUND 5008
Unaudited MONTHLY SUMMARY FY 2023-24

Transactions thru August 31, 2023

Item 2.

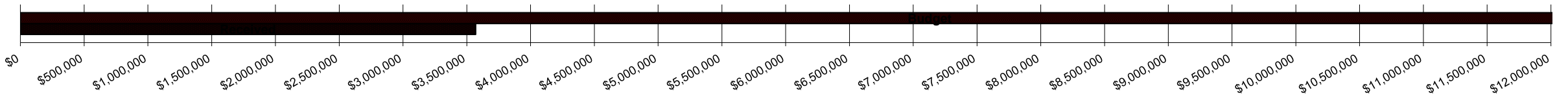
Expenditures	July	Aug	Sep	Oct	3 PP Nov	Dec	Jan	Feb	Mar	Apr	May	3 PP June	Total YTD Expended	2022/23 Budget	Bud - Exp Difference	% Used
Salary/Benefits	603,081	499,711	-	-	-	-	-	-	-	-	-	-	1,102,792	9,428,779	\$8,325,987	11.7%
Overtime/Call Back	32,907	27,470	-	-	-	-	-	-	-	-	-	-	60,377	46,000	-\$14,377	131.3%
Phone/Circuits/Internet	16,340	31,491	-	-	-	-	-	-	-	-	-	-	47,831	450,337	\$402,506	10.6%
County IS/Data Services/Counsel	12,596	(3,443)	-	-	-	-	-	-	-	-	-	-	9,153	61,926	\$52,773	14.8%
Radio/Pager, Console Maint	-	46,538	-	-	-	-	-	-	-	-	-	-	46,538	534,989	\$488,451	8.7%
Computer Software	53,355	1,193,865	-	-	-	-	-	-	-	-	-	-	1,247,220	2,379,133	\$1,131,913	52.4%
Computer Hardware	-	96	-	-	-	-	-	-	-	-	-	-	96	15,250	\$15,154	0.6%
Office Exp/Copier Lease	3,126	7,624	-	-	-	-	-	-	-	-	-	-	10,750	111,795	\$101,045	9.6%
Insurance/Auditing	128,891	12,535	-	-	-	-	-	-	-	-	-	-	141,425	169,122	\$27,697	83.6%
Payroll/HR/Medical Director	4,917	72,091	-	-	-	-	-	-	-	-	-	-	77,008	688,514	\$611,506	11.2%
Travel/Training	3,549	(1,158)	-	-	-	-	-	-	-	-	-	-	2,391	95,000	\$92,609	2.5%
Auto/Structure/Fuel	-	1,388	-	-	-	-	-	-	-	-	-	-	1,388	59,232	\$57,844	2.3%
Other/HDGC Rent/Equip Trans	15,510	8,620	-	-	-	-	-	-	-	-	-	-	24,130	221,035	\$196,905	10.9%
Total	874,271	1,896,828	-	-	-	-	-	-	-	-	-	-	2,771,099	14,261,112	\$11,490,014	19.4%

% Fiscal Year Passed 83.3%



Revenue	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Received	Budget	Difference	% Rcvd
Services	-	3,466,357	-	-	-	-	-	-	-	-	-	-	3,466,357	14,258,770	\$10,792,413	24%
Interest	37,546	(37,546)	-	-	-	-	-	-	-	-	-	-	-	-	\$0	
Other	-	103,433	-	-	-	-	-	-	-	-	-	-	103,433	-	(\$103,433)	
Total	37,546	3,532,244	-	-	-	-	-	-	-	-	-	-	3,569,790	14,258,770	\$10,688,980	25%

% Fiscal Year Passed 83.3%





**FY 2023-2024
Unaudited Fund Balance Report
as of August 31, 2023**

Operations Fund (5008)

Audited Fund Balance 7/1/23		* \$	3,906,214
Revenue			3,569,790
Expenditures			<u>(2,771,099)</u>
	Net		798,691
	Net Transfers In/Out		-
	Total Fund Balance	\$	<u>4,704,905</u>

**FY 2023-24 Operating costs 10% is \$1,425,877 Per Board Policy*

Equipment Reserve Fund (5009)

Audited Fund Balance 7/1/23		\$	2,329,317
Revenue			199,907
Expenditures			<u>(213,716)</u>
	Net		(13,809)
	Total Fund Balance	\$	<u>2,315,508</u>

General Reserve Fund (5010)

Audited Fund Balance 7/1/23		* \$	6,450,620
Revenue			836
Expenditures			<u>(59,446)</u>
Grant Funds Due to CAD to CAD			-
	Net		(58,610)
	Total Fund Balance		<u>6,392,010</u>
	Net Committed		-
	Available Fund Balance	\$	<u>6,392,010</u>

**FY 2022-23 Operating costs 25% is \$3,207,140*

Term Benefits Reserve Fund (5011)

Audited Fund Balance 7/1/23		\$	1,854,273
Revenue			243,872
Expenditures			<u>(47,515)</u>
	Net		196,357
	Net Transfers In/Out		-
	Total Fund Balance	\$	<u>2,050,630</u>



**FY 2023-2024
Unaudited Fund Balance Report
as of August 31, 2023**


CAD-to-CAD Project Special Revenue Fund (5019)

Audited Fund Balance 7/1/23		\$	315,785
Revenue	6,963		
Expenditures	(6,754)		
	Net		209
	Net Transfers In/Out		-
Total Fund Balance		\$	315,994

Emergency Medical Service Division Enterprise Fund (5020)

Fund Balance 01/01/23		\$	1,124,165
Revenue	3,878		
Expenditures	-		
	Net		3,878
	Net Transfers In/Out		-
Available Fund Balance		\$	1,128,043

Total Beginning Fund Balance - 07/01/22	\$	15,980,374
Total Ending Fund Balance - 02/28/23	\$	16,907,090



Call Summary
CONFIRE/Comm Center
 1743 W Miro Way
 Rialto, CA 92376 County: San Bernardino
 Year: 2023

From: 1/1/2023
To: 8/31/2023
Period Group: Month
Call Type: All
Abandoned Filters: Include Abandoned

CONFIRE

Date	911	911 Abdn	Total 911	911 Abdn Percentage	10-Digit Emergency Inbound	10-Digit Emergency Abdn	Total 10-Digit Emergency	Admin Outbound	Admin Inbound	Admin Inbound Abandoned	Total Admin	Total All Calls	Average Call Duration
Jan-23	17428	41	17469	0.23%	11753	374	12127	14651	4522	104	19277	48873	101.8
Feb-23	16539	64	16603	0.39%	11441	366	11807	14177	4174	128	18479	46889	103.4
Mar-23	17634	59	17693	0.33%	12769	502	13271	17310	4768	99	22177	53141	109.7
Apr-23	17536	85	17621	0.48%	11581	365	11946	15027	4848	69	19938	49505	113.5
May-23	17749	65	17814	0.36%	12048	383	12431	15682	4820	89	20591	50836	116.4
Jun-23	17504	75	17579	0.43%	11836	373	12209	15085	4837	73	19995	49783	111.3
Jul-23	20518	67	20585	0.33%	13603	394	13997	17769	5468	89	23326	57908	115.9
Aug-23	19649	55	19704	0.28%	13749	465	14214	17491	5554	114	23159	57077	118.3
2023 Totals	144557	511	145068	0.35%	98780	3222	102002	127197	38991	759	166947	414017	111.6
2022 Totals	152095	2170	154265	1.41%	98208	7553	105761	118389	42659	1423	162471	422497	110.6



CONFIRE

PSAP Answer Time

CONFIRE/Comm Center
 1743 W Miro Way
 Rialto, CA 92376 County: San Bernardino

Month - Year: 1/1/2023 - 8/31/2023
 Agency Affiliation Fire

From: 1/1/2023
 To: 8/31/2023
 Period Group: Month
 Time Group: 60 Minute
 Time Block: 00:00 - 23:59
 Call Type: 911 Calls

Call Hour	Answer Times In Seconds							Total
	0 - 10	11-15	16 - 20	21 - 40	41 - 60	61 - 120	120+	
January 2023 Total	16,325	465	252	329	71	27	0	17,469
% answer time ≤ 10 seconds	93.45%	2.66%	1.44%	1.88%	0.41%	0.15%	0.00%	100.00%
% answer time ≤ 15 seconds	96.11%							
% answer time ≤ 40 seconds	99.44%							
February 2023 Total	15,275	504	283	415	77	48	1	16,603
% answer time ≤ 10 seconds	92.00%	3.04%	1.44%	1.88%	0.41%	0.15%	0.00%	100.00%
% answer time ≤ 15 seconds	95.04%							
% answer time ≤ 40 seconds	99.24%							
March 2023 Total	15,937	672	369	495	160	57	3	17,693
% answer time ≤ 10 seconds	90.08%	3.80%	2.09%	2.80%	0.90%	32.00%	2.00%	100.00%
% answer time ≤ 15 seconds	93.87%							
% answer time ≤ 40 seconds	98.76%							
April 2023 Total	16,524	487	244	273	62	27	4	17,621
% answer time ≤ 10 seconds	93.77%	2.76%	1.38%	1.55%	0.35%	0.15%	0.02%	100.00%
% answer time ≤ 15 seconds	96.54%							
% answer time ≤ 40 seconds	99.47%							
May 2023 Total	16,792	455	212	276	55	24	0	17,821
% answer time ≤ 10 seconds	94.26%	2.55%	1.19%	1.55%	0.31%	0.13%	0.00%	100.00%
% answer time ≤ 15 seconds	96.82%							
% answer time ≤ 40 seconds	99.56%							
June 2023 Total	16,676	398	184	262	46	13	0	17,579
% answer time ≤ 10 seconds	94.86%	2.26%	1.05%	1.49%	0.26%	0.07%	0.00%	100.00%
% answer time ≤ 15 seconds	97.13%							
% answer time ≤ 40 seconds	99.66%							
July 2023 Total	19,123	602	321	407	99	31	2	20,585
% answer time ≤ 10 seconds	92.90%	2.92%	1.56%	1.98%	0.48%	0.15%	0.01%	100.00%
% answer time ≤ 15 seconds	95.82%							
% answer time ≤ 40 seconds	99.36%							
August 2023 Total	18,268	553	297	416	125	42	3	19,704
% answer time ≤ 10 seconds	92.71%	2.81%	1.51%	2.11%	0.63%	0.21%	0.02%	100.00%
% answer time ≤ 15 seconds	95.52%							
% answer time ≤ 40 seconds	99.14%							
Year to Date 2023 Total	134,920	4,136	2,162	2,873	695	269	13	145,068
% answer time ≤ 10 seconds	93.00%	2.85%	1.49%	1.98%	0.48%	0.19%	0.01%	100.00%
% answer time ≤ 15 seconds	95.86%							
% answer time ≤ 40 seconds	99.33%							
Year to Date 2022 Total	132,433	5,952	4,059	7,321	2,555	1,750	195	154,265
% answer time ≤ 10 seconds	85.85%	3.86%	2.63%	4.75%	1.66%	1.13%	0.13%	100.00%
% answer time ≤ 15 seconds	89.71%							
% answer time ≤ 40 seconds	97.08%							

CONFIRE Billable Incidents

Period: 01/01/2023 thru 08/31/2023

Jurisdiction	# of Incidents	% of Total
San Bernardino County	87,548	53.53%
VictorvilleFD	15,589	9.53%
RanchoCucamonga	11,824	7.23%
ChinoValleyFD	8,618	5.27%
AppleValley	8,431	5.15%
Rialto	7,836	4.79%
Redlands	7,833	4.79%
Colton	4,896	2.99%
MontclairFD	3,111	1.90%
Loma Linda	2,862	1.75%
Big Bear Fire	2,514	1.54%
San Manuel FD	1,321	0.81%
Baker Ambulance	474	0.29%
Running Springs	472	0.29%
Road Department	227	0.14%
Total	163,556	100%
BDC Division	# of Incidents	% of Total
East Valley	29,688	33.91%
Fontana	13,897	15.87%
Valley	12,152	13.88%
South Desert	8,334	9.52%
Hesperia	8,330	9.51%
North Desert	7,926	9.05%
Mountain	3,678	4.20%
Adelanto	3,408	3.89%
Hazmat	135	0.15%
Total	87,548	100%

CONFIRE 911 Call Processing Time Analysis

August 2023



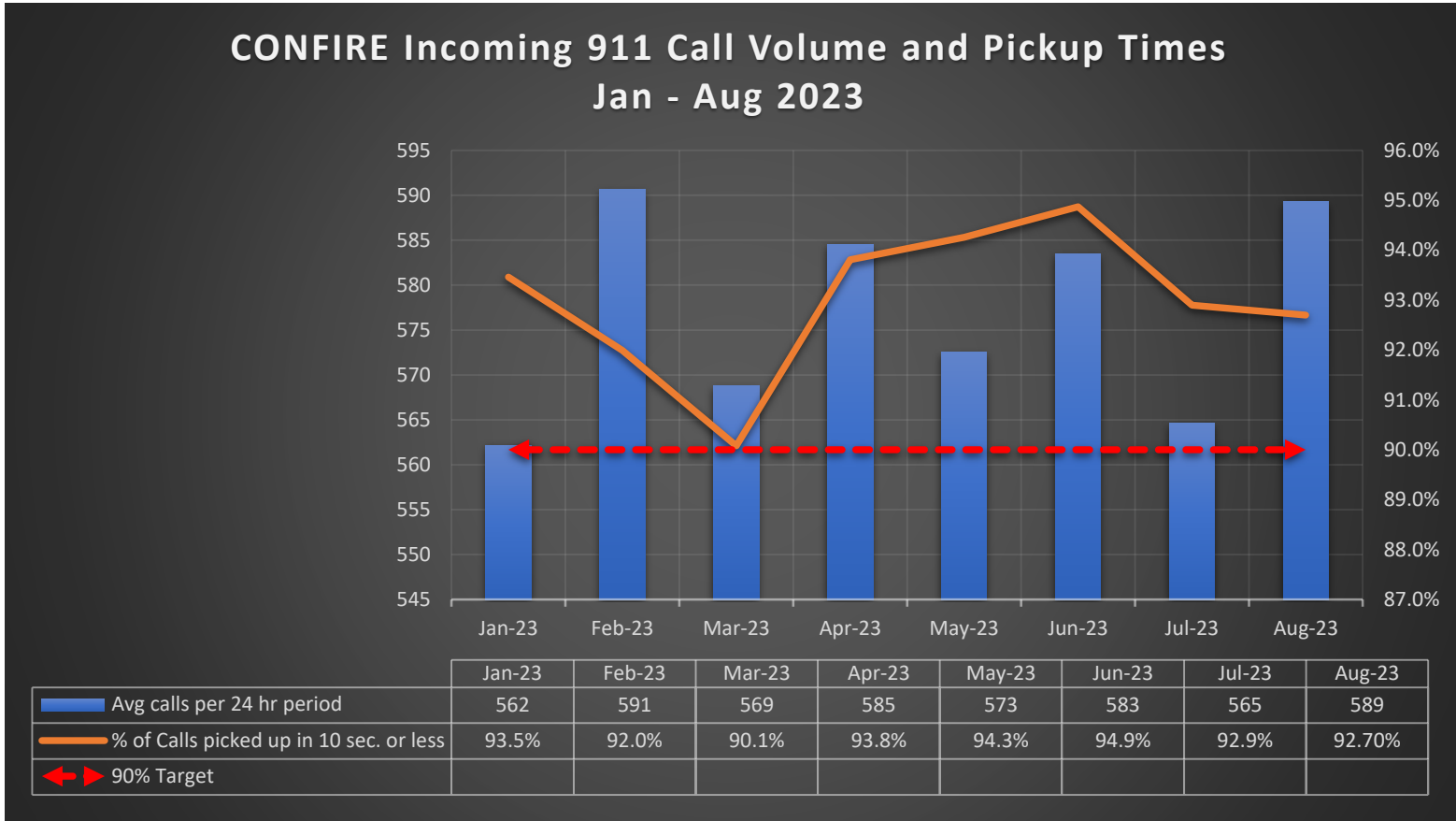
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Figure 1: CONFIRE PSAP 911 Call Pickup Times for Primary PSAP Transfers per ECaTS Reporting System.



Emergency Call Processing

Once the call is answered by CCC dispatchers, all call activity is captured in CONFIRE’s CAD server. The following table illustrate multiple elements of the call processing continuum in terms of call volume and call processing times for various call types. For the purposes of this analysis, only calls that meet the definition of “emergency” per NFPA 1225 (answer requests for emergency assistance withing 10 seconds at 90% of the time) and CONFIRE Administrative Chiefs’ directive are included in the calculations. State standards are 15 seconds at 90% or 20 seconds at 95% of the time, National Emergency Number Association (NENA) has also adopted this standard. Because of the nuances of both Fire and EMS related call types, the following sections analyze the call processing elements separately.

EMS Call Processing

EMS Calls include all CAD problem codes that reference a medical emergency, trauma, or traffic collisions.

Figure 2: EMS Call Pickup to First Unit Assigned. Includes all Emergency EMS Call Types, and Calls With and Without Determinant Codes. This excludes times for calls deemed to be non-emergency per NFPA 1225.

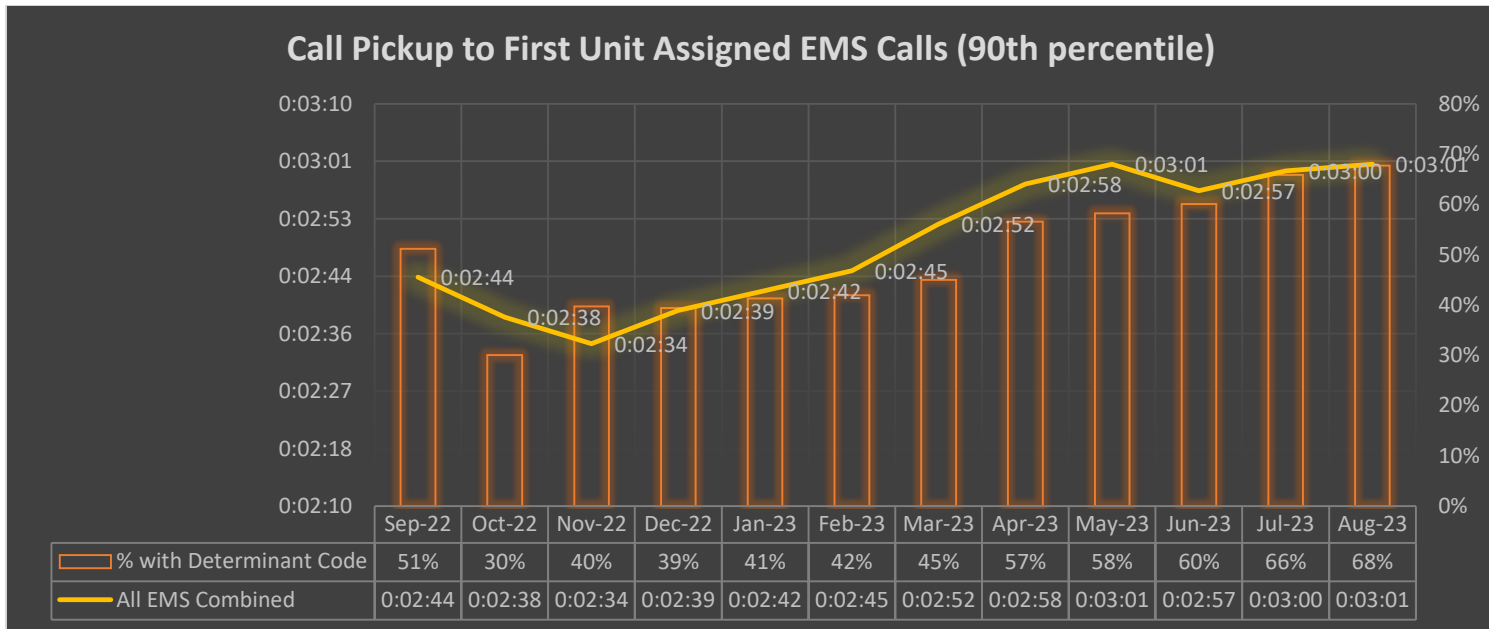
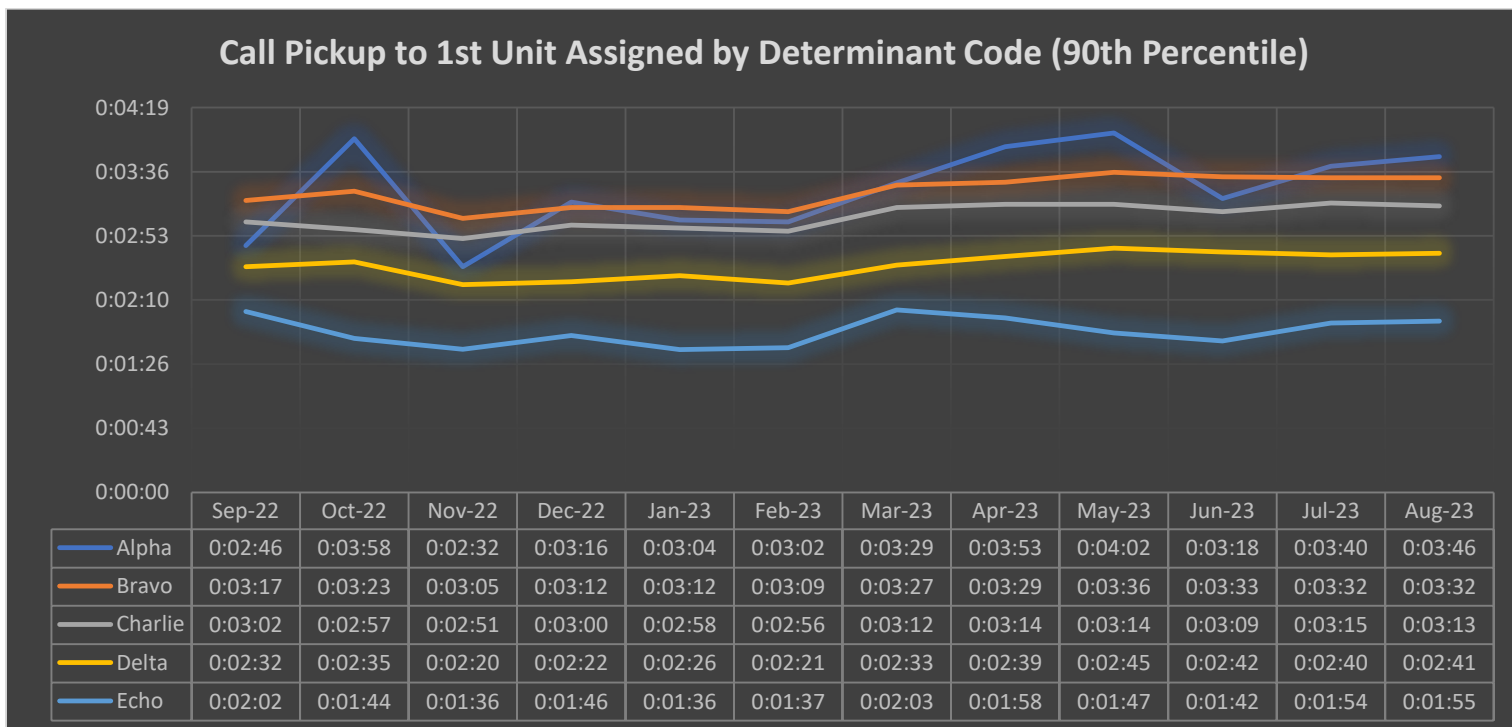


Figure 3: EMS Call Pickup to First Unit Assigned by EMD Determinant Code.



Fire/Rescue Related Calls

Fire/Rescue related calls include all CAD problem codes that reference specific fire types. This excludes times for calls deemed to be non-emergency per NFPA 1225.

Figure 4: Fire/Rescue Call Pickup to First Unit Assigned.

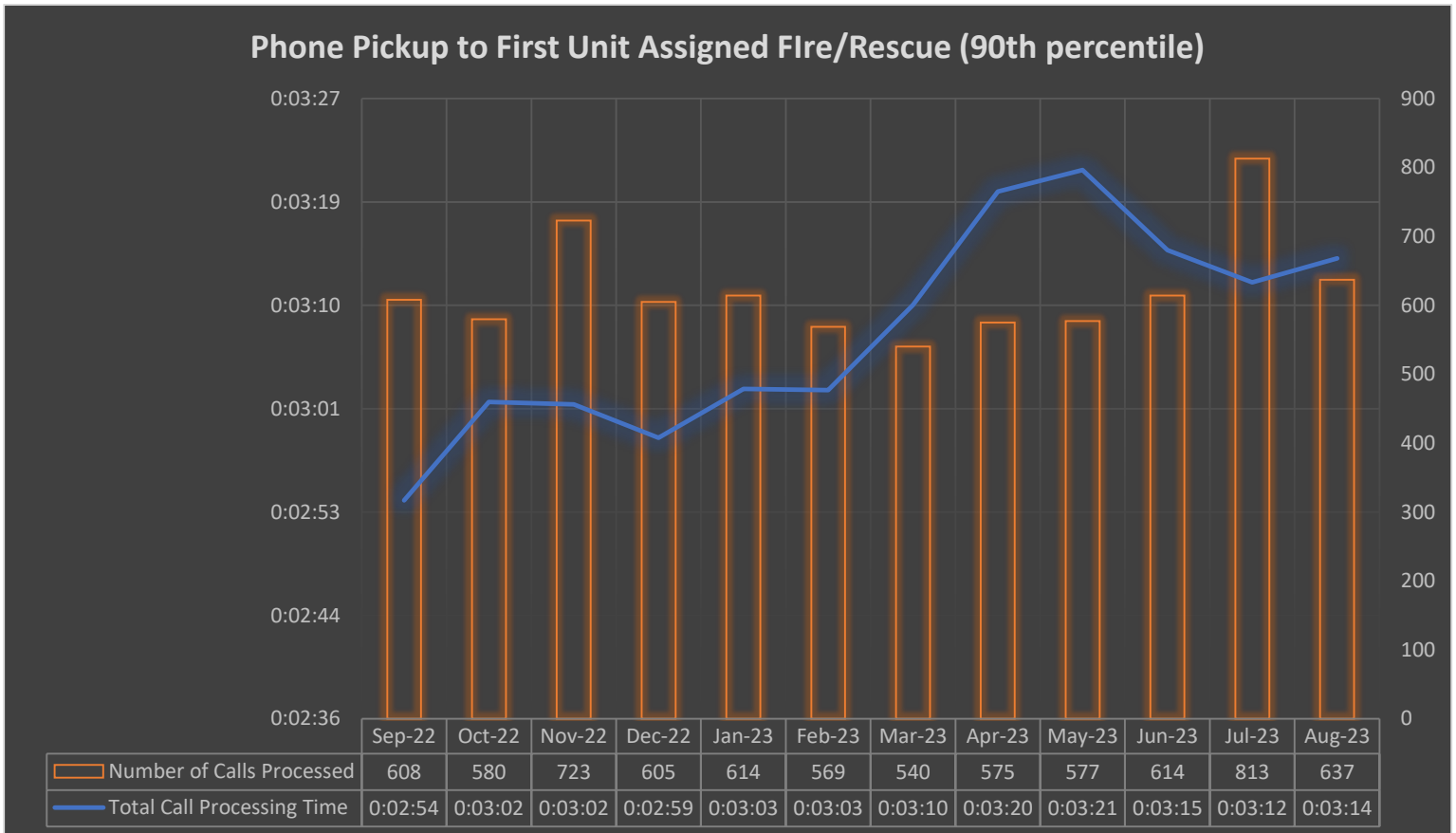


Table 1: EMS 911 calls for service and EMD completion for August 2023

Total EMS Calls Processed	18,042
Total EMS Calls with Determinant Code	12,304

Table 2: ECNS eligible calls and status of transfers to Emergency Communication Nurse (ECN) for August 2023.

Total Calls Eligible for Low Code:	1,290
Total ECNS Eligible Calls Transferred to ECN (Entered in Low Code)	222
% of Eligible EMS Calls Transferred to ECNS	17.2%

**CONFIRE****STAFF REPORT****DATE: September 13, 2023****FROM: Nathan Cooke
Interim Director****TO: CONFIRE Administrative Committee**

**SUBJECT: Approval of MOU Clean-Up Changes Between CONFIRE and
the Emergency Services Dispatchers of San Bernardino
County Association**

Recommendation

It is recommended that the CONFIRE Administrative Committee approve the MOU clean-up changes, between CONFIRE and the Emergency Services Dispatchers of San Bernardino County Association (ESDSBCA).

Background Information

The CONFIRE Administrative Committee approved the MOU between CONFIRE and ESDSBCA on August 22, 2023.

Since the MOU was approved, the County of San Bernardino (CONFIRE negotiations team) found a few items that needed to be “cleaned-up”, that are not material changes.

These items are related to the COVID pay which has already been paid out and is no longer applicable and a few grammatical/title changes.

The ESDSBCA has agreed to these clean-up changes.

Fiscal Impact

There is no fiscal impact.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CONSOLIDATED FIRE AGENCIES JPA (CONFIRE)
AND
EMERGENCY SERVICE DISPATCHERS OF SAN BERNARDINO
COUNTY



EMERGENCY SERVICES UNIT

2022 – 2025

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PREAMBLE

The parties to this Agreement affirm their mutual commitment to the goals of effective and efficient public service, high employee morale, sound and responsible management of CONFIRE business, and amicable employer-employee relations. The parties acknowledge that productivity improvement can only be achieved as a by-product to valuing people.

The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

RECOGNITION

Pursuant to the provisions of the Board-Governed Special Districts Employee Relations Ordinance and applicable State law, the Emergency Service Dispatchers of San Bernardino County Association (hereinafter "ESDSBC"), is the exclusive recognized employee organization for employees in the Emergency Services Unit (hereinafter the "Unit"). CONFIRE hereby recognizes ESDSBC as the exclusive recognized employee organization for the employees in the employee classifications comprising said Unit as listed in "Appendix B", as well as employees in such classes as may be added to this Unit hereafter by CONFIRE.

ACCESS TO OFFICIAL PERSONNEL RECORDS

Employees currently employed by CONFIRE, and/or their representatives, designated by the employee in writing, will be allowed to review the employee's official personnel records during regular business hours at a time scheduled by CONFIRE.

Employees shall not have the right to inspect letters of reference and other matters exempted by law.

Information may be purged from the official personnel records maintained by the Department of Human Resources, subject to legal constraints, at the sole discretion of Human Resources. An employee or the appointing authority may request that such information be purged; however, such requests shall be subject to the approval of Human Resources. An employee shall be notified of any purged information when the request to remove such information was made by the appointing authority.

Employees desiring to review such official records shall make such request in writing at least twenty-four (24) hours in advance to Human Resources.

ACCESS TO WORK LOCATIONS

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Association Representatives of ESDSBC to confer with CONFIRE employees during working hours.

Therefore, ESDSBC Association Representatives will be granted access to work locations during business hours to investigate and process grievances or appeals. ESDSBC Association Representatives shall be granted access upon obtaining authorization from the CONFIRE Director, or designee, prior to entering a work location and after advising of the general nature of the business. However, the CONFIRE Director, or designee, may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of CONFIRE operations. The CONFIRE Director, or designee, shall not unreasonably withhold timely access to work locations. The CONFIRE Director, or designee, shall ensure that there is someone

designated who shall have authority to approve access. If a request is denied, the CONFIRE Director, or designee, shall establish a mutually agreeable time for access to the employee.

ESDSBC Association Representatives granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal.

The CONFIRE Director, or designee, may mutually establish with the ESDSBC Association Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. CONFIRE shall not unreasonably interfere with ESDSBC’s access right to work locations.

ACCIDENTAL DEATH AND DISMEMBERMENT

Any employee may purchase amounts of Accidental Death and Dismemberment insurance coverage for themselves and dependents through payroll deduction according to the following schedule:

EMPLOYEE COVERAGE	DEPENDENT COVERAGE	
	SPOUSE/Domestic Partner	Each Child
\$10,000	\$5,000	\$3,125
\$25,000	\$12,500	\$6,250
\$50,000	\$25,000	\$12,500
\$100,000	\$50,000	\$25,000
\$150,000	\$75,000	\$25,000
\$200,000	\$100,000	\$25,000
\$250,000	\$125,000	\$25,000

New employees shall become initially eligible to participate in these programs on the first day of the pay period following the first pay period in which the employee works and receives pay for one half plus one of their regularly scheduled hours. Participation will continue as long as premiums are paid timely. In the absence of sufficient earnings to cover the deduction for premiums, the employee will be given another payment option.

CONFIRE agrees to provide these benefits subject to carrier requirements, as specified in the certificate of insurance, to be administered by the County’s Employee Benefits and Services Division. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

AUTHORIZED EMPLOYEE REPRESENTATIVES

Section 1: Authorized Employee Representatives

ESDSBC may designate employee(s) as authorized employee representatives to represent employees in the processing of grievances or during disciplinary proceedings subject to the following rules and procedures:

- (a) Time spent during regularly scheduled work hours by an authorized employee representative or alternate in representing an employee shall only be compensated by CONFIRE at such representative’s or alternate’s base rate of pay. No overtime compensation shall be authorized for such purposes.

- (b) CONFIRE vehicles and supplies may not be used. CONFIRE telephones may not be used in implementing the provisions of this Article if such use would unduly interfere with the efficiency, safety, or security of CONFIRE operations and result in telephone costs to CONFIRE.

Section 2: Handling of Grievances and Disciplinary Proceedings

- (a) At the request of an employee, an authorized employee representative or alternate may investigate a formal grievance and represent the employee at the resulting proceedings or represent the employee during disciplinary proceedings.
- (b) Prior to participating in a grievance or disciplinary proceeding, the authorized employee representative or alternate and affected employee shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of CONFIRE operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to CONFIRE and employees when the authorized employee representative or alternate and affected employee can reasonably expect to be released from their work assignment. A denial of permission will automatically constitute an extension of the time limits established in the Grievance Procedure equal to the amount of the delay.

Section 3: Meet and Confer

ESDSBC may designate employee representatives for purposes of meeting and conferring with CONFIRE pursuant to Government Code Section 3500 et. seq.

CENTER ACCREDITATION BONUS

Upon the Dispatch Center receiving International Academies of Emergency Dispatch (IAED) accreditation, which is scheduled every three years, employees in this unit shall receive a one-time seven hundred dollar (\$700.00) lump sum payment.

DEFINITIONS

Listed below are definitions of terms commonly used in this Agreement:

Appointing Authority – Refers to the department head of the employee’s department (i.e., the CONFIRE Director). It includes any person who is designated as acting department head; employees acting for the department head during absence, and/or employees delegated all authority to act on behalf of the Appointing Authority on a regular basis.

Base Rate of Pay/Base Hourly Rate – Refers to the employee’s base hourly wage, excluding differentials and other pay above the base hourly wage (See Appendix C).

Base Bi-weekly Salary – Refers to the employee’s base hourly rate, excluding any differentials or other pay above the base hourly rate, such as Special Assignment Compensation Pay, multiplied by the base hours paid (e.g., REG, SCK, VAC, etc.) each pay period.

Board of Directors – Refers to the CONFIRE Joint Powers Authority (JPA) Board of Directors sitting as the governing body of the CONFIRE JPA and the appointing authority.

Emergency Services Unit

Calendar Year - Refers to pay period 1 through 26 consecutively (or 27 when applicable).

Service/Continuous Service – Refers to the total length of service from an employee’s most recent beginning (hire) date in a regular position with no separation from District employment.

CONFIRE – commonly refers to the Consolidated Fire Agencies JPA created on or about May 15, 1990. Consolidated Fire Agencies and CONFIRE may be used interchangeably throughout this Agreement.

County – Refers to San Bernardino County, a separate legal entity that provides certain administrative functions to CONFIRE.

Date of Hire or Hire Date – Refers to the effective date of the most recent date of hire in a regular position.

Fiscal Year – Ordinarily refers to pay period 15 of one year through pay period 14 of the following year.

Fringe Benefit(s) – Refers to non-wage compensation provided to employees such as, but not limited to, employer paid insurances, paid leaves, tuition reimbursement, Medical Emergency Leave, Voluntary Time Off, and Opt-out/Waive amounts. Fringe benefits shall not include compensation such as base salary, Special Assignment Compensation Pay and differentials.

Human Resources Director or designee – Refers to the incumbent in the County Human Resources Director position. It also includes any person who has been delegated authority approval on a regular basis by the County Human Resources Director.

Paid Hours – Shall mean hours actually worked or the use of accrued leave time such as vacation, Paid Time Off (PTO), sick, holiday, or compensatory time. It does not include unpaid hours or disability payments such as State Disability Insurance or workers’ compensation.

Paid Status – Refers to any pay period in which an employee codes paid hours.

Proof of Service - When documents are mailed to an employee, it shall be sent to the employee’s current address of record. For the purpose of this procedure, notice by Priority Mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party’s control.

Regular Position – Refers to a position authorized by the CONFIRE Board of Directors, that may be budgeted at either full-time or part-time level, and may be in either the Classified or Unclassified Service. Regular positions do not include recurrent, extra-help, ordinance, contract and other contingent positions.

Regular Status – Refers to an employee’s status upon the completion of a required probationary and/or trainee period in a regular classified position in the employee’s current or prior position as applicable.

Service Hours – Refers to paid hours during an employee’s regular tour of duty, up to 80 hours per pay period. Time without pay, disability payments, Medical Emergency Leave, and overtime hours do not count as service hours.

Working Days – Refers to the days that CONFIRE is normally open to conduct business, i.e. Monday through Friday, excluding CONFIRE holidays.

DEFERRED COMPENSATION

All employees in a bargaining unit covered by the MOU shall automatically be enrolled in the County's 457 Deferred Compensation Plan and contribute 1.00% of base salary to the plan, subject to all legal requirements and constraints. Prior to the first salary deferral deduction employees shall be provided a 30-day period during which the employee may decline in writing to be enrolled and no salary deferral deduction shall be taken.

Thereafter, after being enrolled into the County's 457 Deferred Compensation Plan employees may withdraw at any time.

The Human Resources Employee Benefits and Services Division shall establish the forms and guidelines for the salary deferral declination of enrollment and administer the deduction according to the applicable Plan Document(s) and/or Human Resources Benefits procedures.

DEPENDENT CARE ASSISTANCE PLAN

The purpose of the 125 Dependent Care Assistance Plan (DCAP) is to permit eligible employees to make an election to pay for certain dependent care expenses with salary reduction from compensation contributed to the Plan before federal income or social security taxes are paid to the Internal Revenue Service ("Salary Reduction") in accordance with Sections 125 and 129 of the Internal Revenue Code (IRC) of 1986 and regulations issued pursuant thereto. DCAP shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. DCAP exclusions from gross income do not affect compensation for retirement purposes.

DCAP will be administered by the County Human Resources Department Employee Benefits & Services Division, consistent with said IRC Sections and the County's Dependent Care Assistance Plan Document.

- (a) To be eligible to enroll in this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan is required every Plan Year and is limited to the annual open enrollment period or no later than sixty (60) calendar days following the date of becoming eligible due to a mid-year Change in Status event. Failure to submit participation agreement within the specified timeframe shall result in an election to not participate in the Plan.
- (c) An employee must elect to participate in DCAP through salary reduction on forms approved by the County Human Resources Department Employee Benefits and Services Division. An employee's election to participate in DCAP shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and the County's Plan Document.
- (d) Pursuant to IRC Section 125, any amounts remaining in the employee's account at the end of the Plan Year must be forfeited except as permitted by the IRC and the County's Dependent Care Assistance Plan Document. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

DIFFERENTIALS

Section 1: Night Shift Differential

- (a) Purpose. It is the purpose of this provision to compensate employees, who are required to actually work evening or night shift tours of duty, over and above the established base rates of pay.
- (b) Eligible Personnel. Employees assigned to a continuous or regularly recurring evening or night shift tour of duty shall be eligible for night shift differential compensation. Further, employees who provide relief work for other employees assigned to continuous or regularly recurring evening or night shift tours of duty shall receive night shift differential compensation.
- (c) Special Provisions.
- (1) Night shift differential compensation shall not be included in the base rate of pay when computing call-back pay. Employees who are assigned to a continuous evening or night shift tour of duty shall receive such differential in addition to base pay when computing paid leave compensation.
 - (2) Overtime worked is in addition to a scheduled tour of duty and is compensated separately in accordance with the overtime provisions of this Agreement.
- (d) Compensation.
- (1) Employees whose assigned tour of duty, with or without intervening meal time, includes work hours between 5:00 p.m. and 7:00 a.m. shall receive shift differential of one dollar seventy cents (\$1.70) for all hours worked between 5:00 p.m. and 7:00 a.m.
 - (2) Compensation under this Article shall not apply to employees whose shift begins between 7:00 a.m. and 10:59 a.m.

Section 2: Shift Trainer Differential

An employee assigned as a Shift Trainer or an employee assigned to a trainee shall receive a differential of two dollars and fifty cents (\$2.50) for each hour worked as the assigned Shift Trainer or when assigned to a trainee. An employee assigned as a Co-Shift Trainer shall be eligible to receive the two dollars and fifty cents (\$2.50) differential for all hours worked when performing the Shift Trainer duties in the absence of the assigned Shift Trainer.

Section 3: Associate Supervisor or Associate Dispatcher Differential

- (a) Associate Supervisor:
- (1) Dispatchers who have undergone training and are in the evaluation period shall receive two and a half percent (2.5%) above their base hourly rate for time worked during the evaluation shifts.
 - (2) Dispatchers who have completed the required training and have been assigned to work in an acting supervisory capacity shall receive five percent (5.0%) above their base hourly salary rate for all time worked in the acting capacity.

(b) Associate Dispatcher:

- (1) Call-Takers who have undergone training and are in the evaluation period shall receive two and half percent (2.5%) above their base hourly rate for time worked during the evaluation shifts.
- (2) Call-Takers who have completed the required training and have been assigned to work in an acting dispatcher capacity shall receive five percent (5.0%) above their base hourly salary rate for all time worked in the acting capacity.

Section 4: Weekend Differential

Employees who due to staffing requirements are held over or required to report for unscheduled weekend shifts between 7:00 pm Friday until 7:00 am Monday shall receive a differential of three dollars (\$3.00) for hours worked during that time period. Shift trading in advance does not count for differential, however, "volunteering" same day as required shift does.

Section 5: Longevity Differential

CONFIRE has established a Longevity Differential for Unit employees as provided in the below chart. The longevity differential shall be paid above the base rate of pay, and eligibility shall be based on total hours of completed continuous service with the County/CONFIRE/District. Longevity pay shall be paid on all paid hours, up to an employee's standard hours, and shall not be considered when determining the appropriate rate of pay for a promotion or demotion.

TOTAL COMPLETED CONTINUOUS SERVICE	COMPENSATION
31,200 Continuous Service Hours (15 years)	2.0%

For purposes of longevity pay, a year of completed service is defined as 2,080 service hours with the County/CONFIRE/District.

DIRECT DEPOSIT

As a condition of employment, all employees must make and maintain arrangements for the direct deposit of paychecks and reimbursements into the financial institution of their choice via electronic fund transfer. Employees who fail to make arrangements for direct deposit shall receive paychecks and/or expense reimbursements via pay card.

DUAL APPOINTMENTS

The appointment of two (2) full-time employees to the same budgeted regular position may be authorized by the CONFIRE Director to facilitate training, to make assignments to a position which is vacant due to an extended leave of absence, or in an emergency. The most recently hired dual appointee shall enjoy all of the benefits of regular employees except regular status, unless the most recently appointed dual appointee has regular status in the same classification. The most recently hired dual appointee shall be notified in writing by the CONFIRE Director, or designee, and such notification will clearly define the benefits to which that employee is entitled. Upon return of the initial appointee or completion of the training period or emergency, the following procedure shall apply. If the most recently appointed dual appointee has regular status in the same classification, he/she shall be placed in a vacant position in the same classification in the department/group. If no position is available,

the employee shall be laid off, in accordance with the Personnel Rules of the Board Governed Special Districts, provided, however, that the initial appointee shall be excluded from the order of layoff. If the most recently appointed dual appointee does not have regular status in the classification, he/she may be appointed to a vacant position in the same classification in the department/group; however, he/she shall be required to serve a probationary period unless waived by the CONFIRE Director. If the most recently appointed dual appointee held prior regular status in a lower classification in CONFIRE immediately preceding the dual appointment, he/she shall have the right to return to the former classification. If he/she has not held prior regular status in a lower level classification, he/she shall be terminated.

ELECTRONIC TIME SHEETS

Electronic Time Sheets should normally be completed and signed by the employee. Employees shall be provided a copy of any eTime Report whenever said report is submitted without the employee's signature. Payroll specialists who handle eTime Reporting shall make every effort to contact the employee regarding any correction to the time shown on said report and explain the reasons for the change before the report is submitted to the County's Auditor-Controller/Treasurer/Tax Collector's Office for processing. In all cases where corrections are made in the presence of the employee and accepted, the employee shall approve such corrections by signing an amended Time and Labor Report. If time does not allow for this procedure because of the County's Auditor-Controller/Treasurer/Tax Collector's deadline, the payroll specialist shall notify the employee of the correction and that an adjustment will be made in a subsequent pay warrant. Unless otherwise provided in this Agreement, time shall be reported in increments of full fifteen (15) minutes actually worked for pay purposes.

CONFIRE reserves the right to use other time accumulation devices. If errors result from the improper or unclear preparation of an employee's electronic time sheet by the employee, the employee shall hold harmless CONFIRE for any delays in warrant processing.

EMPLOYEE RIGHTS

The following are CONFIRE employee rights:

- (a) The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- (b) The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with CONFIRE.
- (c) The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the CONFIRE Director, or designee, supervisor, other employees, or employee organizations as a result of his/her exercise of rights granted in this Article.
- (d) The right of ESDSBC, upon its request and prior to implementation to discuss with CONFIRE Management any change in terms or conditions of employment which results in any impact on employees, except in emergencies.

EXPENSE REIMBURSEMENT

Section 1: General Provisions

The purpose of this Article is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of CONFIRE, except as may be otherwise provided in this Agreement.

Section 2: Responsibilities

It shall be the responsibility of the CONFIRE Director, or designee, to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the CONFIRE Director, or designee, to incur a business expense. Prior approval may be in the form of standing orders issued by the CONFIRE Director, or designee.

Section 3: Travel Authorization

- (a) All foreseeable travel requests must be submitted to the Fiscal Division four (4) weeks prior to travel. Out of state travel requests must be submitted six (6) weeks prior to travel.
- (b) Travel outside the State of California must be approved by the Chief Executive Officer or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California. Requests for such travel shall be submitted to the County Administrative Office through a travel request.
- (c) The CONFIRE Director, or designee, shall initiate Travel Requests. The County Administrative Office and Auditor-Controller/Treasurer/Tax Collector shall be notified in writing of all such designees.
- (d) The CONFIRE Director, or designee, is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this Article.

Section 4: Authorization for Attendance at Meetings

- (a) Appointing authorities may authorize attendance at meetings at CONFIRE expense when the program material is directly related to an important phase of CONFIRE service and holds promise of benefit to CONFIRE as a result of such attendance.
- (b) Authorization for attendance at meetings without expense reimbursement, but on CONFIRE time, may be granted when the employee is engaged on CONFIRE's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to CONFIRE.

Section 5: Records and Reimbursements

- (a) Request for expense reimbursement should be submitted once each month and within one year of the date that expense was incurred.
- (b) Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
 - (1) Subsistence, except as otherwise provided in this article.

- (2) Private mileage (e.g., mileage to airport).
 - (3) Telephone and other communication-related charges including WI-FI and internet access if needed to conduct CONFIRE business.
 - (4) Other authorized expenses of less than one dollar (\$1.00).
- (c) Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
 - (d) Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, alcoholic beverages, etc.
 - (e) Except as otherwise provided in this article, expense reimbursements shall be made on an actual cost basis.
 - (f) If receipt is unavailable, the employee may submit a signed statement with an explanation of expenses (i.e., itemized list of expenses with location date, dollar amount, and reason for expenses) and an explanation as to why the receipt is unavailable.
 - (g) Expense reimbursement shall be made via electronic fund transfer into the financial institution of the employee's choice or by pay card. Employees who fail to make arrangements for direct deposit shall receive reimbursements via pay card.

Section 6: Transportation Modes

- (a) The general rule for selection of a mode of transportation is that mode which represents the lowest expense to CONFIRE. Where an employee is given the choice between several means of travel (e.g., use of County vehicle vs. own personal vehicle, flying vs. driving, etc.) and the employee chooses the option that is more costly, the employee shall only be reimbursed for the lesser cost option. For example, if an employee chooses to drive his/her own vehicle when offered a CONFIRE vehicle, the employee shall not be entitled to any reimbursement. Similarly, if the cost of flying on an airplane is less than the cost of driving, the employee shall only be reimbursed for the amount the County would have paid for the flight.
- (b) Travel Via Private Automobile.
 - (1) Reimbursement for use of privately owned automobiles to conduct CONFIRE business shall be at the IRS allowable rate at the time the mileage was incurred. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation related costs. CONFIRE does not provide any insurance for private automobiles used on CONFIRE business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on CONFIRE business.
 - (2) When employees, traveling on official CONFIRE business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be equal to the actual mileage from the residence or the mileage computed from the assigned work location, whichever is less. Similarly, if the employee departs from the last work contact point directly to the residence, only such mileage shall be allowed as the lesser distance between it and the assigned work location.

(c) Travel Via Rental Vehicles.

Reimbursement will be provided for the cost of a rental vehicle for business purposes if a CONFIRE supervisor/manager approves such use. Rental vehicles should be rented under Consolidated Fire Agency's name. Employee should elect to purchase the insurance provided by the rental agency. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

(d) Travel Via Ride-Share Service Taxi or Public/Mass Transit.

Reimbursement will be provided for the cost of using a ride-share service, (e.g., Uber or Lyft) taxi, or public/mass transit (e.g., bus streetcar, and ferry) if such expenses are incurred for CONFIRE business and approved by the Director of CONFIRE.

(e) Travel Via Air.

When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges.

(f) Incidental Travel Expenses.

Reimbursement will be provided for the cost of incidental travel expenses such as bridge tolls, road tolls and parking fees if such expenses are incurred as part of CONFIRE business and approved by the Director of CONFIRE. Valet parking will not be reimbursed unless self-parking is not available, or security is a concern.

Section 7: Meals and Lodging

- (a) Subsistence allowances for lodging and meals shall not be allowed without prior approval of the CONFIRE Director, or designee, as necessary for the purpose of conducting CONFIRE business. Meal and lodging selections should represent a reasonable cost to CONFIRE and be generally consistent with the rates established by the General Services Administration (GSA). Excess charges for meals and lodging greater than the amounts listed below in paragraphs (b) and (c) may be authorized under special conditions, such as a convention or conference requirement (e.g., lodging at the hotel where the conference is held) or if CONFIRE business requires lodging and meals in an area of unusually high cost (i.e., Non-Standard Areas as established by the GSA). Employees may be reimbursed for expenses in high cost areas for the actual cost incurred, but generally not to exceed the per diem amounts established by the GSA for that area and month. Receipts are mandatory to obtain reimbursement for all lodging expenses and, except as provided below, for all meal expenses claimed.
- (b) An employee may be reimbursed for lodging expenses at actual cost, generally not to exceed the standard lodging per diem rate established by the GSA, except as otherwise provided in Section 7 paragraph (a) of this Article.

- (c) Except as otherwise provided in Section 7 paragraph (a) of this Article, reimbursements for meal expenses may be provided as follows:
- (1) Option 1 – With receipts, an employee may be reimbursed for meal expenses up to eleven dollars (\$11.00) for breakfast; fifteen dollars (\$15.00) for lunch; and twenty-four dollars (\$24.00) for dinner, plus tax and up to 15% gratuity.
 - (2) Option 2 – Without receipts, an employee may be reimbursed for meal expenses up to six dollars (\$6.00) for breakfast, nine dollars (\$9.00) for lunch, and nineteen (\$19.00) for dinner, plus tax and up to 15% gratuity.
- (d) Where the cost of a meal is included as part of a registration charge for an event (e.g., lunch at a conference or training seminar), an employee may not claim reimbursement for that meal.
- (e) The parties agree that it is the basic responsibility of employees to anticipate and make provision for their own meals. In emergency situations at the work site, if an employee is unable to obtain a meal due to extraordinary working conditions or an extremely remote work site, CONFIRE shall make every effort to provide meals.

Section 8: Credit Cards

The CONFIRE Director may issue a CONFIRE credit card to an employee and require business expenses be paid with said card. Further, CONFIRE may require that meal and lodging expenses be limited to the maximum amounts listed in Section 7, paragraphs (b) and (c) above. If unauthorized charges are placed on the card, the employee shall be required to reimburse CONFIRE. If the employee fails to reimburse CONFIRE within fifteen (15) calendar days or prior to separation from CONFIRE service, the Auditor-Controller/Treasurer/Tax Collector's Office may recover any unauthorized charges from the employee's pay.

Section 9: Expense Advances

Advancement of funds for business expenses can be obtained from the County's Auditor-Controller/Treasurer/Tax Collector's Office through submission of the appropriate form. Advancement shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00).

FLEXIBLE SPENDING ACCOUNT

The purpose of the Section 125 Medical Expense Reimbursement Flexible Spending Account (FSA) is to permit eligible employees to make an election to pay for qualifying medical care expenses, as determined by Section 213 of the Internal Revenue Code of 1986 (IRC), on a pre-tax basis by salary reduction in accordance with Sections 125 and 105(b) of the IRC and regulations issued pursuant thereto. FSA shall be construed to comply with said Code Sections and to meet the requirements of any other applicable provisions of law. FSA exclusions from gross income do not affect compensation for retirement purposes.

FSA will be administered by the County Human Resources Department Employee Benefits and Services Division, consistent with said IRC Sections and the County's Plan Document.

- (a) To be eligible for this benefit, an employee must be in a regular position.
- (b) Enrollment in the Plan for current employees is limited to the annual open enrollment period or no later than sixty (60) days following the date of eligibility due to a mid-year Change in Status event.
- (c) Eligible employees may contribute, on a pre-tax basis, to a Flexible Spending Account each biweekly pay period up to the established amount pursuant to the IRC's annual maximum. An employee's election to participate in the Plan shall be irrevocable for the remainder of the Plan year. Once a salary reduction has begun, in no event will changes to elections or discontinuation of contributions be permitted during the Plan year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document.

Employees who select the Blue Shield Access + HMO Plan or the Kaiser Choice HMO Plan and elect to enroll in the Flexible Spending Account shall be eligible for up to a \$10.00 per pay period match (up to \$260 on an annual basis) to the Flexible Spending Account, to be credited on a quarterly basis.

- (d) Any unused amounts remaining in an employee's account at the end of the Plan year must be forfeited except as permitted by the IRC and the County's Medical Expense Reimbursement Plan Document. The County will use any forfeited amounts to help defray the Plan's administrative expenses.

FULL UNDERSTANDING, MODIFICATION, AND WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the full right and adequate opportunity to make demands and proposals with respect to any subject or matter within the scope of representation, and that the understandings arrived at after the exercise of that right are set forth in this Agreement. The express provisions of this Agreement for its duration, therefore constitute the complete and total contract between CONFIRE and ESDSBC with respect to wages, hours, and other terms and conditions of employment. Any terms, conditions or benefits presently enjoyed which are not in nor specifically changed by this Agreement shall remain in full force and effect pursuant to the Article "Term". Upon negotiation of a successor Agreement all terms, conditions and benefits of employment shall be incorporated into the new Agreement. Therefore, CONFIRE and ESDSBC, for the life of this Agreement, each voluntarily waives the right to meet and confer in good faith with respect to any subject or matter referred to or covered in this Agreement. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. This section shall not act as a waiver of any reserved CONFIRE management rights or act as a waiver of ESDSBC's right to bargain the impact of the CONFIRE's exercise of its management's rights.

GRIEVANCE PROCEDURE

Section 1: Purpose

CONFIRE and ESDSBC fully recognize the importance of a viable Grievance Procedure to aid in the resolution of disputes among employees, supervisors, and management. It is recognized that conditions may arise which can create employee dissatisfaction, and that to maintain high employee morale and harmonious relations, an orderly method of processing grievances is necessary. This procedure is intended to establish a systematic means for processing grievances and for obtaining answers and decisions regarding employee complaints. This procedure is not intended to be used to effect changes in the terms of this Agreement or those matters not covered by this Agreement. The Board of CONFIRE Board of Directors and ESDSBC have pledged that their

representatives at all levels will extend active, aggressive and continuing efforts to secure prompt disposition of grievances. The initiation of a grievance in good faith by an employee shall not cause any adverse reflection on the employee's standing with immediate supervisors or loyalty as a CONFIRE employee.

Section 2: Definition of a Grievance

A grievance is a disagreement between CONFIRE management and by an employee, group of employees, or ESDSBC concerning the interpretation, application, or alleged violation of a specific article(s) of this Agreement. ESDSBC may not independently submit or process a formal grievance, unless it alleges that at least one (1) employee within the Unit has suffered detriment as a result of the aggrieved contract provision. Group grievances are defined as, and limited to, those grievances that allege more than one (1) employee suffered harm under similar facts and circumstances within the grievance filing period. Group grievances shall name all harmed employees and /or classifications and identify the departments and/or work location of such employees. Where a group grievance is filed, one (1) employee in the group shall be selected by ESDSBC to process the grievance. A grievant shall be entitled to ESDSBC representation at any step under the Grievance Procedure.

Section 3: Jurisdiction

The Human Resources Director, CONFIRE, or designee in consultation with the County Labor Relations Chief, shall have the sole authority within the CONFIRE structure to provide the official management interpretation or application to any and all provisions of this Agreement. The arbitrator has the final authority within CONFIRE structure to adjudicate all grievances, as defined or otherwise provided herein.

The arbitrator holds no jurisdiction over a grievance where the remedy has been granted or otherwise provided.

Section 4: Exclusions

All matters are excluded from this procedure, which deal with the "Non-Discrimination" Article; the Management Rights" Article; the project compensation provisions of the, "Temporary Performance of Higher Level Duties" Article; federal or state statutes, or rules or regulations; which are excluded by an express provision of this Agreement.

The appeal processes that include the Classification Appeal Process and the Memoranda of Understanding grievance adjudicatory process are mutually exclusive remedy bodies. There shall be no double or multiple requests or appeals for a same case/same set of circumstances where one adjudicatory body has rendered a decision on the same. Decision is to be interpreted as excluding a situation where an adjudicatory body has determined it has no jurisdiction in the matter.

Except as otherwise provided by this Agreement or state or federal statute, this Grievance Procedure shall be the sole and exclusive procedure for seeking recourse on the grievance, as defined in Section 2 of this Article.

Any grievance will be terminated once an EEO compliant is filed on the issue being grieved.

Section 5: Representation

Aggrieved employee(s) may represent themselves, or may be represented by an authorized ESDSBC employee representative. This representation may commence at any step in the Grievance Procedure. A representative of Human Resources may be in attendance at any step in the Grievance Procedure. CONFIRE agrees, within reasonable limits, to compensate the aggrieved employee(s) for time spent during regularly scheduled hours in

handling of real and prospective grievances.

Section 6: Consolidation of Grievances

In order to avoid the necessity of processing numerous similar grievances at one time, similar grievances shall be consolidated whenever possible.

Section 7: Time Limitations and Notification

Time limitations are established to settle a grievance quickly. Time limits may be modified only by agreement of the parties in writing. If at any step of this Grievance Procedure, the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the matter shall be considered resolved. For purposes of this Grievance Procedure, notification to a party may be given either personally, by U.S. Priority Mail, telephonically, by facsimile, or via e-mail.

The grievant shall promptly proceed to the next step if a reviewing official does not respond within the time limits specified. A grievance may be entertained or advanced to any step beyond Step 2. Employee Relations Division, if the parties jointly so agree. A copy of such agreement bearing the signature of the parties shall be filed with the Employee Relations Division of Human Resources.

When notice is mailed to an employee, it shall be sent to the employee's current address on record. For the purpose of this procedure, notice by mail shall be deemed to have been completed on the fifth calendar day following deposit of notice with the United States Postal Service, unless the party can establish that notice was not actually received as a result of circumstances beyond the party's control.

Section 8: Steps in the Grievance Procedure

The procedures outlined herein constitute the steps necessary to resolve an employee's grievance. The attempt of settlement of grievances filed on behalf of an individual employee(s) at the employee-supervisory level is required. The grievance must be submitted within fifteen (15) working days after the employee is aware of the conditions precipitating the grievance.

Step 1 – Immediate Supervisor. Initially, the employee having a grievance shall, on a personal face-to-face basis, discuss the complaint with the immediate supervisor. At this step, it is the responsibility of the employee to inform the supervisor that he/she is initiating the grievance process. Within three (3) working days the immediate supervisor shall give the decision to the employee orally. If immediate supervisor is not available, next in command should be notified. The employee shall notify the immediate supervisor if the employee advances the grievance to the next step.

Step 2 – Employee Relations Division. If a mutually acceptable solution has not been reached in Step 1, the grievant shall submit the grievance in writing on appropriate forms supplied by the Employee Relations Division which shall provide a detailed statement of the grievance, including dates, names, and places, applicable Agreement articles, and the specific remedy or action requested. The written grievance shall be filed with the Employee Relations Division within five (5) working days of oral notification of the immediate supervisor's decision. The Employee Relations Division shall make a determination of whether the grievance is a matter for which the Grievance Procedure is appropriate after consultation with ESDSBC. In making such determination, the Employee Relations Division shall determine if: (1) the grievance has been filed in a timely manner; (2) the

initial step has been followed; (3) if the grievance alleges that a specific Memorandum of Understanding article(s) has been misinterpreted, misapplied, or violated; and (4) the matter complained of in the grievance is covered by a specific provision of the MOU (unless the grievance is submitted pursuant to Section 9(b) of this Article). The determination and notification to the grievant and ESDSBC will be made within five (5) working days of receipt of the grievance. ESDSBC may appeal this determination directly to an arbitrator in accordance with the provision of this procedure within five (5) working days following notification by the Employee Relations Division.

If objection is made to the procedural and/or substantive grievability of a grievance at this step or any other step of the Grievance Procedure, the parties may mutually agree to continue processing the grievance on the merits. However, it is expressly agreed that such objections to the procedural and/or substantive grievability of a grievance are preserved in any arbitration hearing and that no waiver will result from the subsequent processing and discussion of the grievance on the merits.

Step 3 – CONFIRE Director Level. If the grievance is accepted, or the parties agree to hold in abeyance any objections to the procedural and/or substantive grievability of the grievance the grievant shall submit the written grievance to the CONFIRE Director within five (5) working days of the notification of the Employee Relations Division's determination. The CONFIRE Director shall meet with the grievant personally or telephonically within a reasonable period of time, not to exceed twenty (20) working days of receipt of the written grievance from the employee.

Within fourteen (14) working days of the meeting, the CONFIRE Director shall give a written decision to the employee. If the employee is not satisfied with the decision of the CONFIRE Director, the employee may proceed to the next step.

Step 4 – Employee Relations Division. If a mutually acceptable solution has not been reached, ESDSBC or the grievant shall submit the written grievance to the Employee Relations Division within five (5) working days of the receipt of written response of the CONFIRE Director.

Following a review of the grievance with the appointing authority, the Director of Human Resources or designee, in consultation with the County Labor Relations Chief, shall have full and final authority on behalf of CONFIRE to mutually resolve the grievance with the employee/employee's representative within ten (10) working days of receipt of the written grievance of the employee. Such notification shall be rendered in writing to the grievant, ESDSBC and the appointing authority.

Step 5 – Pre-Arbitration Process. If a grievance has not been satisfactorily resolved at Step 4, a written appeal to arbitration must be filed with the Employee Relations Division by ESDSBC within five (5) working days of notification of the decision by the Director of Human Resource. At the same time and upon mutual agreement of the parties, the grievance may advance to mediation in accordance with Step 7 of this Article, while concurrently seeking an arbitrator. The appeal must be presented on the aforementioned grievance form along with a copy of any pertinent documents and must state that a resolution of the issue was unattainable through procedures through Step 4 and a formal hearing is now requested.

Grievances shall only be advanced to arbitration with the agreement of ESDSBC. The cost for hearing all grievances advanced to arbitration shall be split equally between CONFIRE and ESDSBC, including any cancellation fee if both parties are mutually responsible, otherwise the party responsible shall pay the entire cancellation fee.

Pre-arbitration conferences are to be mandatory and no grievances shall be forwarded to the arbitration process without the same. Within twenty (20) working days of the approval to advance a grievance to arbitration, both parties are required to meet in such conference with the goal of resolving mutually identified grievance issues. If resolution is not attained, both parties are obligated at that time to jointly or individually declare stipulations, identify witnesses and exchange exhibits that will be carried forward to the arbitration process, the intent being full disclosure by both sides prior to the arbitration process.

Step 6 – Arbitration. The Employee Relations Division and the ESDSBC employee representative shall select an arbitrator by mutual agreement. Where mutual agreement cannot be reached, the parties shall request a list of arbitrators from the California State Mediation and Conciliation Service and/or the American Arbitration Association (AAA), and mutually select an arbitrator within ten (10) working days of receipt of said list. Where mutual agreement cannot be made, the arbitrator shall be determined following a striking process. The determination as to which party strikes first shall be based on a coin flip. If the last remaining person on the list is not available, the previously stricken person(s) shall be contacted in reverse order until one is available. The parties shall contact the arbitrator to establish a hearing date acceptable to both parties. In reaching a decision and award, the arbitrator shall limit themselves to the allegations contained in the grievance presented in relation to the express provisions of the agreement alleged to have been violated. Further, the arbitrator shall have no authority to amend, change, add to, subtract from, or ignore any provisions of this agreement. Lastly, the arbitrator shall not substitute their judgment for that of CONFIRE on matters pertaining to the exercise of managerial discretion except where it can be shown by ESDSBC that CONFIRE abused its discretion. If the arbitrability of the grievance is in dispute, the arbitrator shall render a decision on the arbitrability of the dispute prior to hearing the merits of the grievance.

- (a) The decision of the arbitrator will be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing. This decision may require CONFIRE or a subordinate to cease and desist from the action, which is the subject of the grievance. The arbitrator may also require CONFIRE to take whatever action is necessary, within the control of CONFIRE, to remedy the grievance or take other action to relieve the loss, if any, to the employee. Under no conditions can the arbitrator order relief that exceeds the relief requested by the grievant and shall be limited to making the grievant whole. In the event the arbitrator determines that monetary relief is an appropriate remedy, they shall limit any retroactive award, including interest, to a date that is no earlier than fifteen (15) working days from the date the grievance was filed in writing.
- (b) The arbitrator's decision shall be transmitted to the Employee Relations Division and ESDSBC with a copy to the grievant.
- (c) All grievances shall be treated as confidential, and no publicity will be provided until the final resolution of the grievance is determined.
- (d) The decision by the arbitrator shall be final and binding on all parties unless appealed or there is a financial impact greater than one thousand dollars (\$1,000.00), in which case it shall be subject to approval of the CONFIRE Board of Directors.
- (e) For grievance decisions with financial impact of greater than one thousand dollars (\$1,000.00), the Employee Relations Division will submit the grievance decision to the next practicable meeting of the CONFIRE Board of Directors. If the CONFIRE Board of Directors fails to act within thirty (30) days following receipt of formal notice of the decision of the arbitrator, it shall become final and binding. A copy of the decision shall be filed

with the Employee Relations Division, ESDSBC and the grievant.

- (f) CONFIRE will submit a request for payment to the Auditor-Controller/Treasurer/Tax Collector within five (5) working days of the CONFIRE Board of Directors' decision.

Section 9: Mediation

Prior to Step 5 – Pre-Arbitration. The parties (Director of Human Resources or designee, and ESDSBC, Local 9588) may by mutual agreement utilize mediation for grievances filed under the provisions of this Agreement. The mediation process described in this Section may be invoked only by the two (2) parties identified herein and is expressly an exception to the language contained in Section 5 of this Article.

The parameters of the mediation process, where mutual resolution of the grievance or disciplinary appeal sought, are as follows:

- (a) The parties (Director of Human Resources or designee, and ESDSBC shall exchange in writing the agreement to refer a specific grievance or disciplinary appeal to mediation.
- (b) The grievant shall have the right to be present, represented by ESDSBC as the sole, exclusive bargaining agent.
- (c) The grievant shall have ESDSBC as the singular spokesperson and CONFIRE will have a representative from the Human Resources Employee Relations Division, with neither side allowed the presence of an attorney.
- (d) Any written material submitted to the mediator shall be returned to the party providing the material at the conclusion of the mediation meeting.
- (e) The mediation process shall be as follows:
- (1) The mediation meeting shall be an informal process, limited to a one (1) hour presentation for each side, not restricted to the rules of evidence, and no retention of a proceedings record.
 - (2) The mediator will meet jointly with the parties and separately, if necessary.
 - (3) The mediator has no authority to compel resolution of the matter mediated.
 - (4) The oral advisory opinion of the mediator shall be given at the conclusion of the meeting and the parties may opt to agree in writing to the opinion, reject the same mutually or singularly and proceed to the next step of the usual process, or remove the matter from the process by mutual agreement.
 - (5) The advisory opinion accepted in writing by the two (2) parties does not constitute a precedent and is not admissible as evidence in any future process governed by this Agreement.
- (f) Where possible, the parties shall utilize the mediation services provided by the California State Mediation and Conciliation Service. In the event that the mediation process would result in fees for service rendered by the State or by use of a private hearing officer, such costs shall be equally divided between CONFIRE and ESDSBC.
- (g) The post-mediation process is restricted by the following:

- (1) No person serving in the capacity as a mediator may serve as the hearing officer/arbitrator for the same case should the same be forwarded to arbitration.
- (2) No reference to a matter mediated may be utilized in a subsequent arbitration or hearing unless stated in writing at a step prior to the mediation. The penalty for violation of this understanding shall be forfeiture of the hearing or appeal by the party violating the same.

(h) This procedure may be modified by mutual agreement of both parties.

Section 10: Health and Safety Grievances

- (a) When an employee and ESDSBC reasonably believe that an employee or employees are being required to work in an unsafe environment, the supervisor shall be notified during the shift in which the alleged violation is discovered. The supervisor will notify the CONFIRE Director and Safety Officer immediately and investigate the situation.

The supervisor shall direct the employee to temporarily perform other tasks until such time as the situation is deemed safe by the Safety Officer.

- (b) If ESDSBC and the affected employee(s) still believe the unsafe condition exists, ESDSBC and the affected employee(s) may exercise their rights under Section 8 of the grievance procedure. For Health and Safety grievances, the immediate supervisor must respond to ESDSBC and the affected employee(s) within one (1) working day of filing the informal grievance. If ESDSBC, Local 9588 and the affected employee(s) are not satisfied with the decision of the immediate supervisor, a formal grievance shall be filed in accordance with Step 1, Section 8: Steps in the Grievance Procedure of the "Grievance Procedure" Article. The CONFIRE Director shall respond to ESDSBC and the affected employee(s) within three working days.

IDENTIFICATION CARDS

CONFIRE will provide identification and/or access cards to all employees. Such cards will include the employee's name, photograph, employee number, and department. Employees shall carry such cards at all times while engaged in CONFIRE business and in connection with such business shall produce cards for inspection to any CONFIRE official. Employees shall surrender such cards upon separation from CONFIRE employment.

IMPLEMENTATION

This Agreement constitutes a mutual agreement by all negotiating team members of the parties to be jointly submitted to the Board of Directors for approval. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until approved by the Board of Directors.

Any changes to this agreement which do not have specific effective dates, become effective the beginning of the pay period following Board of Directors approval.

JOB SHARING AND PART-TIME EMPLOYMENT

An employee may be allowed to job share or to work on a part-time basis in a regular position. Job share is defined as two employees sharing one regular position. Part-time employment is defined as an employee working in a regular position that is scheduled for less than eighty (80) hours per pay period.

All fringe benefits for job sharing and part-time employees shall be pro-rated on regularly scheduled hours except as may otherwise be provided in a specific article. For example, an employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave. Fringe benefits not subject to proration include the following Leaves: Blood Donation, Examination Time, and Bereavement. Further, where a specific article provides a minimum hour requirement (e.g., must be full-time, or scheduled hours) job sharing and part-time employees shall be required to meet the minimum hour requirement in order to receive the benefit. For example, to be eligible to enroll in a medical and dental plan offered by the District an employee must be in a regular position and scheduled to work for a minimum of forty (40) hours per pay period. Therefore, job sharing and part-time employees in regular positions scheduled less than forty (40) hours per pay period would not be eligible to enroll in a medical and dental plan offered by the County.

Employees requesting to job share or work part-time shall be provided with a written decision regarding their request to job share or work part-time within fifteen (15) working days of such request.

Employees who are approved to job share or work part-time shall be notified in writing by the CONFIRE Director at the time of the appointment and such notification will clearly define the benefits to which each employee is entitled.

The CONFIRE Director or designee may discontinue part-time or job share status with a written notice at least four (4) pay periods prior to the effective date of the change. The CONFIRE Director or designee's decision must not be arbitrary or capricious.

LABOR-MANAGEMENT TASK FORCE

The parties recognize that delivery of public services in the most efficient and effective manner is of paramount importance and interest to CONFIRE and ESDSBC. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To this end, the parties agree that Labor-Management Task Forces comprised of equal numbers of management and employees shall be created as necessary to address issues which affect the efficient and effective delivery of public services appropriate to CONFIRE and Unit employees. The purpose of such task force shall be to:

- (a) Review and provide input on proposed policies and procedures;
- (b) Develop, review, and prioritize work simplification project proposals; and,
- (c) Develop and review solutions to specific program problems.

The composition of each task force shall be determined by the CONFIRE Director, or designee, in conjunction with the Human Resources Director or designee, and ESDSBC. The chairperson(s) of the task force shall be selected by the CONFIRE Director, or designee. Meetings will be held as often as necessary to discharge the functions of the task force. The task force will establish reasonable time frames for the accomplishment of its charges. Recommendations of the task force will be arrived at by consensus and shall be submitted in writing to the CONFIRE Director, or designee, for final action, subject to review and approval. The task force shall not have any right or authority to abrogate representation rights of ESDSBC or CONFIRE Management Rights.

LEAVE PROVISIONS

Section 1: Sick Leave

(a) Definitions.

- (1) Sick Leave – Sick leave with pay is an insurance or protection provided by CONFIRE to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, or for a medical, optical or dental appointment, or for certain purposes related to being a victim of domestic violence, sexual assault, or stalking.
- (2) Family Member – Family Member, as defined by Labor Code section 245.5, is a parent, child, spouse, registered domestic partner, grandparent, grandchild, sibling, or any person designated by the employee at the time the employee requests paid sick leave. An employee shall not identify more than one “designated person” as a family member in a 12-month period from the first date of designation. Parent means a biological, foster, or adoptive parent, a step parent, legal guardian, or a person who stood in loco parentis when the employee was a minor child. Child means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in loco parentis. Domestic Partner is defined by Family Code section 297.
- (3) Extended Family – Extended family is defined as parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

(b) Accumulation – Employees in regular positions shall accrue sick leave for each payroll period completed, prorated on the basis of ninety-six (96) hours per year, or 3.69 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned.

(c) Compensation – Approved sick leave with pay shall be compensated at the employee’s base rate of pay, except as otherwise provided in this agreement. The minimum charge against accumulate sick leave shall be fifteen (15) minutes.

(d) Administration

- (1) Investigation – It shall be the responsibility and duty of the CONFIRE Director, or designee, to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting, subject to approval of the CONFIRE Director, Human Resources Director or designee.
- (2) Notification of Sickness – The CONFIRE Director, or designee, must be notified within at least two (2) hours prior to the start of the employee’s shift of a sickness on each day of absence, unless under a doctor’s off work order for a specified period of time. In such instance where the employee is under a doctor’s off work order, the employee must only notify the CONFIRE Director, or designee, at least two (2) hours prior to the start of the first day of absence and inform him/her of the length of the absence. The employee will then forward the doctor’s off work order to the CONFIRE Director, or designee, within five calendar days from the first day. Failure to make such notification may result in denial of sick leave with pay.

It is the responsibility of the employee to keep the appointing authority informed as to continued

absence beyond the first day for reasons due to sickness or occupational disability. Failure to make such notification shall result in denial of sick leave with pay. If the employee receives a doctor's off-work order and provides notice of same to the appointing authority, the employee is not required to contact the department daily. If the employee does not have an off-work order or has not notified the appointing authority that one has been issued, the employee shall be required to contact the department daily in accordance with the timeframe above.

- (3) Review/Proof – The CONFIRE Director or designee may review and determine the justification of any request for sick leave with pay and may, in the interest of CONFIRE, require a medical note from a doctor to support a claim for sick leave pay.
- (4) Improper Use – Evidence substantiating the use of sick leave for willful injury, gross negligence, intemperance, trivial indispositions, or in violation of the rules defined herein will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action including termination.

(e) Sick Leave for Other Personal Illness/Injury.

- (1) Family Sick Leave – A maximum of one-half (1/2) of the employee's annual accrual of earned sick leave per calendar year may be used for attendance upon family members of the employees who require the attention of the employee.

Upon approval of the appointing authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee as defined in the Sick Leave Section except for a person "designated" by the employee for sick leave purposes. All employees are entitled to a total of five (5) days of bereavement leave, such bereavement leave can consist of paid time under this Section or unpaid bereavement leave.

- (2) Bereavement – A maximum of three (3) days earned sick leave may be used per occurrence for bereavement due to the death of a family member of the employee or extended family, as defined herein, or any relative who resided with the employee.
- (3) Birth/Adoption – A maximum of forty (40) hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than forty (40) hours of accumulated sick leave per calendar year for the birth of his child.
- (4) Medical, Optical or Dental Appointments – The employee may use sick leave for medical, dental or optical appointments; however, every effort should be made to schedule the appointments at a time of day that will minimize the employee's time off work.

(f) Return-to-Work Medical Clearance.

- (1) Under any one of the following circumstances, all employees who have been off work due to an illness or injury will report to the San Bernardino County Center for Employee Health and Wellness for a medical evaluation of their condition and authorization to return to work before returning to work.

- (i) Employees whose treating physician or other qualified medical provider has ordered job modification(s) as a condition for either continuing to work or for returning to work after an illness or injury. This applies to both occupational and non-occupational illness or injury.
 - (ii) Employees who have been off work due to communicable diseases such as, but not limited to, chicken pox and measles.
 - (iii) Employees who have been absent on account of a serious medical condition, when so directed by the CONFIRE Director, or designee.
- (2) Employees are required to attend return-to-work medical appointments at the Center for Employee Health and Wellness on their own time; however, mileage for attending such appointments are eligible for reimbursement pursuant to the Expense Reimbursement Article.
- (3) It is the responsibility of the employee, covered by (1) (i) - (iii) above, to obtain written notice from their medical provider of their authorization to return to work with or without job modification. To ensure all necessary and relevant medical information is provided, CONFIRE shall make available forms to be completed by the medical provider. It is the responsibility of the employee to provide verbal notice to their appointing authority immediately upon receipt of their medical provider's authorization to return to work, and no later than twenty-four (24) hours after receipt of the notice. The appointing authority or designee will schedule an appropriate medical evaluation for the employee with the Center for Employee Health and Wellness prior to the employee's return to work. The employee shall provide their medical provider's written notice of authorization to return to work to the Center for Employee Health and Wellness at or prior to the employee's scheduled appointment time.
- (4) Exceptions to the above requirements may be made on a case-by-case basis by the Medical Director or designee for the Center for Employee Health and Wellness.
- (5) The employee is obligated to attend the appointment as scheduled under the conditions outlined above. If the employee fails to adhere to the procedure, the employee is required to use sick leave or leave without pay for any work hours missed. If required notice has been provided, and there is a delay between the employee's appointment with the Center for Employee Health and Wellness and the start of his/her scheduled tour of duty on the day that he/she was released to return to work, CONFIRE will pay for work hours missed, without charge to the employee's leave balances.
- (6) The final decision on the employee's ability to return to work rests with the medical provider at the Center for Employee Health and Wellness. In the event the employee is not released to return to work by the medical provider at the Center for Employee Health and Wellness, the employee's status would continue on sick leave or, where there is no balance, leave without pay.
- (g) Workers' Compensation – Employees shall receive full salary in lieu of Workers' Compensation benefits and paid sick leave for the first forty (40) hours following an occupational injury or illness, if authorized off work by order of an accepted physician under the Workers' Compensation sections of the California Labor Code. Thereafter, accumulated paid leave may be prorated to supplement such temporary disability compensation payments, provided that the total amount shall not exceed the regular gross salary of the employee.

(h) Separation – Unused sick leave shall not be payable upon separation of the employee, except as provided in the Retirement Medical Trust Fund Article.

(i) Sick Leave Conversion to Vacation.

Employees who have used less than forty (40) hours of sick leave in a fiscal year (i.e. pay period 15 through pay period 14 of the following year) may, at the employees option, convert sick leave to vacation leave on the following formula: Hours of sick leave used are subtracted from forty (40). Sixty percent (60%) of the remainder, or a portion thereof, may be added to vacation leave to be utilized in the same manner as other accrued vacation leave:

Example:

Sick Leave Hours Used	Hours to Be Converted	Vacation
0	40	24.0
8	32	19.2
16	24	14.4
24	16	9.6
32	8	4.8
40	0	0.0

(j) Perfect Attendance – Employees in regular, full-time positions who do not utilize any sick leave, or any leave in lieu of sick leave (e.g., vacation) or benefits in lieu of sick leave (e.g., workers’ compensation, short-term disability partial/full integration, etc.), in pay periods 1 through 26 consecutively (or 27, when applicable), and who do not record any sick leave without pay, absence without pay for that year, Medical Emergency Leave, or military leave during those consecutive pay periods shall be reimbursed up to a maximum of \$299 for an annual individual (employee only) health club membership. Health club membership cost must be incurred and submitted for reimbursement within a reasonable period of time from when it was awarded. In lieu of the reimbursement, the employee has the option of utilizing sixteen (16) hours of perfect attendance leave, no cash out provision, from the pay period the perfect attendance leave is credited to the employee’s leave balances until the end of pay period 26 (or 27 when applicable) of that year. Failure to utilize perfect attendance leave by pay period 26 (or 27 when applicable) of the year in which it was credited to the employee’s leave balances or if an employee is appointed to a position in an occupational unit that does not contain a perfect attendance leave provision shall result in forfeiture of the same.

Section 2: Vacation Leave

(a) Definition – Vacation is a right, earned as a condition of employment, to a leave of absence with pay for the recreation and well-being of the employee. If any employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the CONFIRE Director, or designee.

(b) Accumulation – Employees in regular positions shall accrue, on a pro rata basis, vacation leave for completed pay periods.

For Dispatchers and Call-Takers, such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,040 hours of continuous service from the employee’s hire date.

Length of Service From Hire Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
After 1,040 service hours through 8,320 service hours	80 Hours	160 Hours
Over 8,320 and through 18,720 service hours	120 hours	240 hours
Over 18,720 service hours	160 hours	320 hours

For Supervising Dispatchers, such vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,040 hours of continuous service from the employee’s hire date. Employees in regular positions budgeted less than eighty (80) hours per pay period or job shared positions shall receive vacation leave accumulation on a pro-rata basis.

Length of Service From Hire Date	Annual Vacation Allowance	Maximum Allowed Unused Balance
Hire Date through 8,320 service hours	80 Hours	160 Hours
Over 8,320 and through 18,720 service hours	120 hours	240 hours
Over 18,720 service hours	160 hours	320 hours

- (c) Administration – Vacation periods should be taken annually with the approval of the CONFIRE Director, or designee, at such time as will not impair the work schedule or efficiency of the department but with consideration given to the well-being of the employee. Use of overtime to replace an employee shall not be grounds for denial of vacation.

No employee shall lose earned vacation leave time because of work urgency. If an employee has reached the maximum allowed unused balance and is unable to take a vacation leave the appointing authority will approve a waiver of the maximum allowed unused balance for a period not to exceed one waiver of thirteen (13) pay periods per fiscal year.

Written request for vacation, holiday and compensation time taken, shall receive a written response from the supervisor, or designee, within two (2) weeks of submission. In instances where a vacation leave request has received written, advance approval and is rescinded due to work urgency by the supervisor, that decision may be appealed to the CONFIRE Director, or designee, for an immediate review. In those instances where a financial hardship would occur because pre-approval resulted in prepayment by the employee, a vacation would only be canceled under the most extreme work emergency.

The minimum charge against accumulated vacation leave shall be fifteen (15) minutes. Vacation leave shall be compensated at the employees’ base rate of pay, except as otherwise provided in this Agreement.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee’s earned vacation benefits.

Employees not planning to return to CONFIRE Director employment at the expiration of a vacation leave, except those retiring, shall be compensated in a lump sum payment for accrued vacation at the employee’s then base rate of pay and shall not be carried on the payroll. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave.

- (d) Vacation Cash-Out – During the term of this MOU only, employees who have used eighty (80) or more hours of vacation leave during the preceding calendar year may make an irrevocable election in December (i.e., pre-designation) specifying the number of hours to be sold back from the next calendar year’s Vacation Leave accrual.

During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the vacation leave in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out vacation leave hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the vacation leave accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2017 makes a pre-designation to cash-out 25 hours. The employee accrues 4.61 hours of vacation leave per pay period. At the end of pay period 3 the employee can request to cash-out the 8 hours of vacation leave that she had accrued through pay period 2, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of vacation leave. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25, or 26 when applicable, of the calendar year in which the election is effective, the hours will be automatically converted to cash in the last pay period of the calendar year.

- (e) Prior Service – New employees hired into regular positions who have been employed in a public jurisdiction in a comparable position may receive credit for up to four (4) years (full time equivalent) previous experience in the former agency(s) in determining their vacation accrual rate. Such determination as to the comparability of previous experience and amount of credit to be granted rests solely with the Director of Human Resources. Requests for prior service credit should be made at the time of hire or as soon as possible thereafter, but in no event later than one (1) year from the employee’s hire date.

Section 3: Holiday Leave

- (a) Accumulation – Employees in regular positions shall accrue, on a pro rata basis, holiday leave for completed pay periods as follows:

Hours Accrued Per Year/ Rates Per Pay Period	Maximum Allowed Unused Balance
120 hours/4.62 hours per pay period	232 hours

Holiday leave allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has completed 1,040 hours of continuous service from the employee’s hire date.

(b) Holiday Time Accrual - Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate equivalency unless the employee’s position was abolished as a result of a layoff.

(c) CONFIRE recognizes the following holidays*:

January 1 st	Second Monday in October
Third Monday in January	November 11 th
Third Monday in February	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
June 19 th	December 24 th
July 4 th	December 25 th
First Monday in September	December 31 st

**including a floating holiday*

Section 4: Leave Accruals While on Disability Leave

Employees receiving the benefits of Workers’ Compensation or State Disability Insurance (SDI) while on disability leave shall receive partial replacement of their income through these benefits. Employees on these types of disability leaves may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed one hundred percent (100%) of the employee’s base salary. Paid personal leave time coded on the employees’ Time and Labor Report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount in accordance with the Payroll Adjustments Article. An employee who knowingly receives payment in excess of their regular base salary is required to report it to their CONFIRE payroll specialist.

Employees who are fully integrating accrued leave time with disability benefits shall be eligible to receive full accruals of vacation and sick leave. Employees who are not fully integrating shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the Time and Labor Report only.

Employees who are integrating paid leave time with SDI benefits will be eligible for fixed holiday pay provided that they are on the payroll for the entire pay period and have no unapproved leave for the pay period.

Employees eligible to apply for SDI must provide proof of benefit amount or denial of SDI benefits. If proof is not provided, CONFIRE will presume the employee is getting the maximum allowable SDI benefit payment and the amount of paid leave coded on the Time and Labor Report will be limited to the maximum allowable leave integration to ensure gross pay from all combined sources does not exceed the employees’ base salary.

Section 5: Compulsory Leave

If in the opinion of the CONFIRE Director, or designee, employees are unable to perform the duties of their position for physical or psychological reasons, an examination may be required by a physician or other competent authority designated by the Human Resources Director or designee. If the examination report shows the employee to be in an unfit condition to perform the duties required of the position, the CONFIRE Director, or designee, shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. An employee may challenge the medical or psychological findings of CONFIRE by providing not less than two (2) professional opinions from outside physicians or mental health professionals at the employee's expense.

Employees who become disqualified to perform the duties of their position (e.g., fail to maintain required licenses) shall be immediately removed from duty without pay or may use accrued paid leave for which they are eligible and may be subject to appropriate disciplinary action.

Section 6: Military Leave

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a CONFIRE employee, regular, extra-help, or recurrent may be entitled to the following rights concerning military leave:

- (a) Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.
- (b) Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, copy of military orders must accompany the request for leave.
- (c) Temporary Active Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed one hundred eighty (180) calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, step advances and benefits that would have been enjoyed had the employee not been absent, providing such employee has been employed by CONFIRE for at least one (1) year immediately prior to the date such leave begins. In determining the one (1) year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one (1) year employment requirement shall be entitled to receive their regular salary or compensation, pursuant to Section (e) of this Article.
- (d) Full-Time Active Duty – Employees who resign from their positions to serve in the Armed Forces for more than one hundred eighty (180) days, shall have a right to return to their former classification upon serving written notice to the appointing authority, no later than ninety (90) days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301- 4333. Specifically, a returning employee will receive restoration of original hire date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from CONFIRE employment, except as provided in the temporary duty provision.

- (e) Compensation – This provision does not include an employee's attendance for inactive duty, commonly referred to as weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in (c) and (d) shall be entitled to receive their regular salary or compensation for the first thirty (30) calendar days of any such leave. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the thirty (30) calendar days.
- (f) Extension of Benefits – CONFIRE recognizes the increased requirements of the military due to the current threats facing the United States of America and, as such, has established a program under which employees may be eligible for an extension of benefits. Employees who are called to active duty as a result of the activation of military reservists beginning in September 2001, and who are eligible to receive the thirty (30) calendar day military leave compensation, and meet the requirements established by the Board shall receive the difference between their base CONFIRE salary and their military salary starting on the 31st calendar day of military leave. The difference in salary may be extended when expressly approved by the Board of Directors. During any period extended, CONFIRE will continue to provide the employee the benefits and all leave accruals as was provided prior to such active duty. Retirement contributions and credit will be granted if the employee had enough pay to cover the entire contribution. If the employee does not get enough pay to cover the retirement contribution, no contribution or credit will be given. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

If the employee becomes eligible for full CONFIRE payment for the first 30 days of military leave provided in (c) of this Article, the extended payments provided under this Section shall be suspended and shall be continued after the 30 days compensation has been completed.

No compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by the Board of Directors. CONFIRE may unilaterally extend the benefits of this subsection upon the approval of the Board of Directors.

- (g) Vacation and Military Leave – Employees shall not be permitted to take vacation or other accrued leave in lieu of the military leave provisions provided in Section (c) of the Article. Employees may elect to use accrued leave time, except sick leave, in lieu of the integrated pay in Section (f) of this Article under the following conditions:
- (1) The employee must decline in writing the benefits of Section (f) of this Article prior to the due date of the Time and Labor Report (TLR). The employee must include the dates for which he/she is declining the benefit.
 - (2) The employee must use accrued leave time for the entire pay period (i.e., CONFIRE pay will not be integrated with military pay for partial pay periods).
 - (3) Such written declination cannot be revoked or amended at a later date for a pay period for which the TLR has already been submitted.
 - (4) Benefits, leave accruals, and pay will be administered per normal procedures for vacation pay; no additional benefits otherwise granted under this Article will be available.

Employees may elect to use accrued leave time, except sick leave, once all paid benefits have been exhausted.

Section 7: Political Leave

Any employee who is a declared candidate for public office (i.e., a candidate who has filed the appropriate documents) shall have the right to a leave of absence without pay with or without right to return for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence without pay under Section 8 of this Article.

Section 8: Special Leaves of Absence Without Pay

- (a) A special leave of absence without pay for a period not exceeding one (1) year may be granted to an employee who is:
- (1) Medically incapacitated to perform the duties of the position.
 - (2) Desires to engage in a relevant course of study, which will enhance the employee's value to CONFIRE.
 - (3) Takes a leave of absence pursuant to the FMLA, the California Family Right Act, and/or Pregnancy Disability Leave (PDL) provisions under the Fair Employment and Housing Act (FEHA).
 - (4) For any reason considered appropriate by the CONFIRE Director, or designee, and the Human Resources Director or designee. Such request must be in writing and requires the approval of the CONFIRE Director, or designee, and the Human Resources Director or designee. Upon request, the CONFIRE Director or designee, and the Human Resources Director or designee may grant successive leaves of absence. Leaves of absence without pay may be given to a regular employee with or without right to return to

classification. At the expiration of leaves without right to return, the employee must contact CONFIRE Director to have their name referred for a ninety (90) calendar day period to all job openings in their classification for reemployment without examination, such time to run concurrently with the ninety (90) calendar day period provided in the Article "Reemployment" herein. The employee must be appointed to a position within this ninety (90) day period or be terminated. Leaves of absence with right to return may only be granted to employees who have obtained regular status.

(b) Types of Leaves of Absence.

There are four types of leaves of absences. All requests must be in writing and require the approval of the appointing authority or designee and the Human Resources Director or designee, CONFIRE, or designee. Upon request, the appointing authority or designee and the Human Resources Director or designee, CONFIRE, or designee may grant successive leaves of absence. All benefits shall be administered in accordance with the appropriate article of the MOU.

- (1) Leaves of Absence With Right to Return. Leaves of absence with right to return may be granted to employees in regular positions for a period not exceeding one (1) year. The employee remains in his/her position.
- (2) Family Leave. Leaves of absence will be granted in accordance with the federal FMLA, the CFRA and/or PDL provision under Fair Employment and Housing Act (FEHA). This leave can be concurrent with use of paid leave or leave of absence without pay with right to return.

An employee on an approved leave of absence without pay under this provision will continue to receive the benefits specified in Section 5 of the Medical and Dental Coverage article of this agreement. Certification from a health care provider is required for all instances of medical leave under this provision. Employees are required to inform supervisors of the need for leave at least thirty (30) days before commencement where possible.

In instances where the leave is for the birth or placement of a child and both husband and wife are CONFIRE or Special District employees, both employees are limited to a total of twelve (12) weeks between them.

(3) Leaves of Absence Without Right to Return.

- (i) Definition - Leaves of absence without right to return may be granted to employees with regular status for a period not to exceed one (1) year. Employees without right to return shall be removed from their position. Retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).
- (ii) Return Process - An employee may return in the same department in the classification from which the employee took the leave of absence with the approval of the appointing authority and the Human Resources Director or designee. Alternatively, the employee must apply through the Human Resources Director or designee by the last day of the leave of absence. The employee will be placed on the eligible list for the classification from which he/she took the leave of absence without examination. Placement on the eligible list will be administered in accordance with the requalification

provisions of the Personnel Rules. The employee shall be required to serve a new probationary period. The Human Resources Director or designee has the discretion to waive the requirements to serve a new probationary period.

(iii) Benefits Upon Return - An employee who returns to a regular position within ninety (90) days after the expiration of the leave of absence without right to return shall retain the following benefits:

- Hire date;
- Hire date for purposes of leave accruals and step advances; except that the employee will not receive service credit for the period of time the employee is on leave of absence without right to return;
- Any sick leave accruals that had not been cashed out in accordance with the Retirement Medical Trust Fund Article will be restored.

(4) Medical Leave of Absence.

(i) Definition - A medical leave of absence of up to one (1) year may be granted to employees with regular status who suffer from catastrophic illness or serious mental illness. Such leave of absence will be granted only after FMLA, CFRA and/or PDL have been exhausted. The employee is responsible for providing documentation from a qualified health practitioner prior to approval. CONFIRE retains the right to request medical documentation regarding the employee's continued incapacity to return to work.

The employee will be removed from his/her position so that the department may fill behind the employee. All leave benefits shall be administered as if the employee has been terminated; retirement contributions shall remain in the system and cannot be requested for distribution until the expiration of the leave. The employee shall be eligible to purchase medical benefits pursuant to the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

Upon the employee's ability to return to work or the expiration of the leave of absence, whichever comes first, the employee will have the right to return to the classification within the department from which he/she took a leave of absence when a funded vacancy for which the employee meets the qualifications is available. If the employee does not return to the work by the expiration of date of the leave, or the soonest date after that for which the department has a vacancy (but in no event later than (90) days following the expiration of the medical leave of absence), the employee relinquishes the right to return. The employee will serve a new probationary period with no right to return to former classification.

(ii) Upon return from a medical leave of absence, the employee shall retain hire date for purposes of leave accruals and step advances; except that the hire date will be advanced for the period of time the employee is on the medical leave of absences.

Section 9: Jury Duty Leave

Employees in regular positions who are ordered to serve jury duty shall be entitled to base pay for those hours of absence from work, provided the employee waives fees for service, other than mileage. Employees are required to provide the CONFIRE Director or designee with notice of the order/summons to serve jury duty upon receipt of such summons. Such employees will further be required to deliver a "Jury Duty Certification" form at the end of the required jury duty to verify such service. If an employee is required to report to jury duty during hours the employee is not scheduled to work (e.g., it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Jury Duty leave for those hours. The CONFIRE Director, or designee, will convert an employee's regular tour of duty to a day shift tour of duty during the period of jury duty. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after the employee has completed jury duty and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank." Employees volunteering for Grand Jury duty shall be granted a leave of absence without pay to perform the duties of a member of the Grand Jury, in the same manner as provided in Section 7 of the Article.

Section 10: Examination Time

Employees in regular positions with regular status at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of taking CONFIRE, County Fire, Special Districts or County promotional examinations or for selection interviews. Employees are responsible for notifying and obtaining approval from their immediate supervisor prior to taking such leave. Such time off shall not be charged against any accumulated leave. Employees must report to work before and after examination time provided there is an opportunity for at least one (1) hour of actual work time. The employee will not be required to return to work if more than one (1) hour remains after Examination Time and the employee has received prior approval from the appointing authority or designee to use appropriate leave from the employee's accrued "leave bank."

Section 11: Witness Leave

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency, or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to CONFIRE. If an employee is required to testify as a witness during hours the employee is not scheduled to work (e.g., it is the employee's normal day off, the employee is off work pursuant to FMLA, CFRA, or workers' compensation leave, the employee is not in a paid status for the pay period, etc.) the employee is not entitled to Witness Leave during those hours.

Section 12: Blood Donations

Employees in regular positions, who donate blood without receiving compensation for such donation, may have up to two (2) hours off with pay to recover with prior approval of the immediate supervisor for each such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two (2) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each donation must be presented to the CONFIRE Director, or designee, to

receive this benefit.

Employees in regular positions who are aphaeresis donors may have up to four (4) hours off with pay to recover with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four (4) hours may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the CONFIRE Director, or designee to receive this benefit.

Section 13: Time off for Voting

- (a) If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may, without loss of pay, take off enough working time that, when added to the voting time available outside of working hours, will enable the employee to vote.
- (b) No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed upon.
- (c) If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on Election Day, the employee shall give the employer at least two (2) working days' notice that the time off for voting is desired, in accordance with this Section.

Section 14: Association Leave

(a) Purpose.

CONFIRE shall establish an Association Leave bank of 96 hours per calendar year (no carry-over) that may be used by designated members for the purpose of attending periodic Association-sponsored training, seminars, meetings, and conferences. Association Leave shall not be granted for members to engage in political and organizing activities, or bargaining preparation.

It is expressly agreed and understood that CONFIRE shall not be obligated or responsible for any of the expenses or costs of member attendance at such training, seminars or conferences.

(b) Release Time.

Members who wish to utilize Association Leave shall notify their immediate supervisor as far in advance as possible prior to the date they wish to use such leave. The release time for Association Leave shall not be counted as hours worked for purposes of calculating overtime, and the work schedules of members who use Association Leave shall not be adjusted to provide paid release time that would otherwise be off duty time.

The use of Association Leave shall not unduly interfere with operations of CONFIRE nor shall CONFIRE unreasonably deny any request for use of Association Leave.

Section 15: Bereavement Leave

Employees in regular positions may use up to two (2) days paid leave, not charged to the employee’s personal leave balances, per occurrence for bereavement due to the death of a family member of the employee, as defined in Section 1(a)(2) of this Article, except for a person “designated” by the employee for sick leave purposes.

One (1) additional day shall be granted if the employee travels over one-thousand (1,000) miles from his/her residence to the bereavement service(s). The additional day shall not be charged to the employee’s personal leave balances.

LIFE INSURANCE

(a) CONFIRE agrees to pay the premium for a term life insurance policy for each employee according to the table, below. Life insurance will become effective on the first day of the pay period following the employee’s first pay period in which the employee is in paid status and shall continue for each pay period in which the employee is in paid status. For pay periods in which the employee is not in paid status, the employee shall have the option of continuing life insurance coverage at the employee’s expense.

Amount of Life Insurance	
Scheduled Hours from 40 to 60	Scheduled Hours from 61 to 80
\$10,000	\$20,000

(b) CONFIRE further agrees to make available to each employee a group term life insurance program wherein the employee may purchase, additional term life insurance in the amounts specified in the Certificate of Insurance. New employees shall become initially eligible to participate in these programs on the first day of the pay period following the pay period in which the employee is in paid status. Participation will continue as long as premiums are paid timely. In the absence of sufficient earnings to cover the deduction for premiums, the employee will be given another payment option.

(c) CONFIRE agrees to provide these benefits subject to carrier requirements as specified in the Certificate of Insurance. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of the County.

MANAGEMENT RIGHTS

All management rights and functions shall remain vested exclusively with CONFIRE except those which are clearly and expressly limited in this Agreement. It is recognized merely by way of illustration that such management rights and functions include but are not limited to:

- (a) The right to determine the mission of CONFIRE, commission, and work unit.
- (b) The right of full and exclusive control of the management of CONFIRE; supervision of all operations; determination of the methods and means of performing any and all work; and composition, assignment, direction, location, and determination of the size and mission of the work force.

- (c) The right to determine the work to be done by the employees, including establishment of levels of service and staffing patterns.
- (d) The right to change or introduce new or improved operations, methods, means or facilities; or, to contract for work to be done.
- (e) The right to prescribe qualifications for employment and determine whether they are met; to hire, set and enforce performance standards, and promote employees; to establish, revise and enforce work rules; to schedule work time and time off; to transfer, reassign, furlough and lay off employees; to suspend, reduce in step, demote, discharge or otherwise discipline employees for cause; and to otherwise maintain orderly, effective, and efficient operations.

MEAL/REST PERIODS

Employees will be granted paid rest and meal periods consistent with the past practices of the Dispatch Center and pursuant to the terms and conditions of the CONFIRE Communications Center Standard Operating Policies & Procedures (SOPP) #1-36 Meals and Break Periods.

It is understood that emergencies and/or incoming call volume may necessitate delays in taking rest/ meal periods and could result in employees being required to forego rest/meal periods completely.

MEDICAL AND DENTAL COVERAGE

Section 1: Medical and Dental Plan Coverage

- (a) All eligible employees scheduled to work forty (40) hours or more per pay period in a regular position must enroll in a medical and dental plan offered by CONFIRE. Employees who fail to elect medical and dental plan coverage will be automatically enrolled in the medical and dental plan with the lowest bi-weekly premium rates available in the geographical location of the employee's primary residence. Medical and dental plan coverage will become effective on the first day of the pay period following the first pay period in which the employee is scheduled to work for forty (40) hours or more and is in paid status.
- (b) To continue enrollment in a CONFIRE Director sponsored medical and dental plan, an employee must remain in a regular position scheduled to work a minimum of forty (40) hours in a pay period and in paid status, or be on an approved leave for which continuation of medical and dental coverage is expressly provided under Section 4 of this Article, or be eligible for and have timely paid the premium for COBRA continuation coverage.
- (c) Eligible employees may elect to enroll their dependents upon initial eligibility for medical and dental insurance. Thereafter, newly eligible dependents may be enrolled within sixty (60) calendar days of obtaining eligibility status, such as birth, adoption, marriage, or registration of domestic partnership.
- (d) Dependent(s) must be removed mid-Plan year when a dependent(s) becomes ineligible for coverage under the insurance plan eligibility rules, for example divorce, over age dependent, or termination of domestic partnership.
- (e) Enrollment elections must remain in effect for the remainder of the Plan year unless an employee experiences a mid-year qualifying event.

- (f) Notification of a mid-year qualifying event must be submitted to the Human Resources Employee Benefits and Services Division in accordance with procedures adopted by the County. Employees are responsible for notifying the County within sixty (60) calendar days of any dependent's change in eligibility for the CONFIRE - sponsored plans.
- (g) Premiums for coverage will be automatically deducted from the employee's pay warrant. In specific circumstances, in the absence of sufficient earnings to cover the deduction for premiums, the employee may be given another payment option. Failure to pay premiums will result in loss of coverage for the employee and/or the dependents.

Section 2: Opt-Out and Waive

Employees eligible for medical and dental plan coverage who are also enrolled in a comparable group medical and/or dental plan sponsored by another employer may elect to opt-out of CONFIRE -sponsored medical and/or dental plan (opt-out).

Employees eligible for medical and dental plan coverage who are covered by a spouse, domestic partner, or parent who is also employed with CONFIRE/County Fire/Special Districts or the County may elect to waive enrollment in the CONFIRE-sponsored medical and/or dental plan (waive).

To receive the opt-out or waive amounts, the employee must be in paid status.

Employees who waive coverage, or opt-out and who are scheduled for 61 to 80 hours per pay period shall receive forty dollars (\$40.00) per pay period; opt-outs and employees who waive coverage scheduled for 40 to 60 hours per pay period shall receive twenty (\$20.00) per pay period.

The rules and procedures for electing to opt-out or waive of CONFIRE-sponsored medical and dental plan coverage are established and administered by the County Human Resources Employee Benefits and Services Division.

- (1) Employees may elect to opt-out or waive of CONFIRE-sponsored medical and/or dental plan(s) within sixty (60) calendar days from the effective date of gain of the new coverage. Proof of initial gain of other employer group coverage is required at the time the opt-out or waive is elected.
- (2) Employees may also elect to opt-out or waive of CONFIRE-sponsored medical and/or dental plan(s) coverage during an annual open enrollment period. All employees who are newly electing to opt-out or waive during an annual open enrollment period must provide verification of other employer group plan coverage.
- (3) Employees who voluntarily or involuntarily lose their other employer group medical and/or dental plan coverage must enroll in a CONFIRE-sponsored medical and/or dental plan within sixty (60) calendar days. Enrollment in the CONFIRE-sponsored medical and/or dental plan will be provided in accordance with the requirements of the applicable plan. If the employee elects not to enroll their eligible dependents, the dependents may only be added at a subsequent annual open enrollment period or within sixty (60) calendar days from a mid-year qualifying event.
- (4) There must be no break in the employee's medical and dental plan coverage between the termination date of the other employer group coverage and enrollment in a CONFIRE-sponsored medical and dental

plan. The retroactive enrollment period and premiums required to implement coverage are subject to the terms and conditions of the applicable plan. Failure to notify the County of loss of other employer group coverage within sixty (60) calendar days will require the employee to pay his/her insurance premiums retroactively on an after-tax basis.

Section 3: Medical and Dental Premium Subsidies

- (a) CONFIRE has established a Medical Premium Subsidy (MPS) to offset the cost of medical plan premiums charged to eligible employees. The MPS shall be applied to medical insurance premiums only and shall not be applicable to dental insurance premiums. The MPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees’ Retirement Association. The applicable MPS shall be paid directly to the provider of the CONFIRE-sponsored medical plan in which the eligible employee has enrolled. In no case, shall the MPS exceed the cost of the medical insurance premium for the coverage selected.
- (b) CONFIRE has established a Dental Premium Subsidy (DPS) to offset the cost of dental plan premiums charged to eligible employees. The DPS shall be applied to dental insurance premiums only and shall not be applicable to medical insurance premiums. The applicable DPS amount shall be paid directly to the provider of the CONFIRE-sponsored dental plan in which the eligible employee has enrolled. The DPS shall not be considered compensation earnable for purposes of calculating benefits or contributions for the San Bernardino County Employees’ Retirement Association. In no case shall the DPS exceed the total cost of the dental insurance premium for the coverage selected.
- (c) Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored medical Plan, are eligible to receive the MPS towards the cost of medical coverage. Employees in a regular position scheduled for a minimum of forty (40) hours per pay period, who are enrolled in a CONFIRE-sponsored medical and dental plan, are eligible to receive the DPS towards the cost of dental coverage. However, employees must be in paid status in order to receive the benefits of this Section.

For purposes of this Sub-section (c), paid hours shall not include disability payments such as state disability insurance and workers’ compensation.

- (d) All eligible employees shall receive a Medical Premium Subsidy (MPS) in the amounts per pay period as set forth below:

Effective July 15, 2023, eligible employees shall receive a Medical Premium Subsidy (MPS) in the amounts per pay period as set forth below:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$100.21	\$200.42
Employee + 1	\$183.34	\$366.68
Employee + 2	\$266.72	\$533.43

Effective July 13, 2024, eligible employees shall receive a Medical Premium Subsidy (MPS) in the amounts per pay period as set forth below:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$102.82	\$205.63
Employee + 1	\$193.34	\$386.68
Employee + 2	\$281.72	\$563.43

All eligible employees shall receive a Dental Premium Subsidy in the following amounts per pay period:

Coverage Type	Scheduled for 40 to 60 Hours	Scheduled for 61 to 80 Hours
Employee Only	\$4.73	Up to \$9.46
Employee + 1		
Employee + 2		

Section 4: Eligibility for MPS and DPS While on Leave

(a) FMLA/CFRA – Employees who are on approved leaves of absence, pursuant to the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA) and whose paid hours in a pay period are less than the required number of hours designated in Section 3(c) above will continue to be enrolled in a CONFIRE-sponsored medical and/or dental plan, as applicable, and to receive the MPS and DPS in accordance with applicable law.

An employee who does not otherwise meet the requirements for FMLA and/or CFRA (e.g., an employee who has not actually worked 1,250 hours during the applicable twelve (12) month rolling period) after the employee has received the MPS and DPS as provided by law, shall not be eligible for continuation of the MPS and DPS in the subsequent year. For example, an employee who is off work continuously for two (2) years and has received the MPS and DPS as provided by law, shall not be eligible for the continuation of MPS and DPS in the next rolling calendar year.

(b) Pregnancy Disability Leave (PDL) – An employee on an approved Pregnancy Disability Leave is eligible for continuation of MPS and DPS in accordance with PDL law.

(c) Workers’ Compensation – Employees who are on an approved leave based on an approved workers’ compensation claim shall receive MPS and DPS for up to twenty (20) pay periods while off work due to that injury, inclusive of any FMLA leave, provided the employee had been receiving MPS and DPS immediately prior to the leave of absence, or if the employee becomes eligible as a result of experiencing a mid-year qualifying event while on such leave, and as long as the employee pays his/her portion of the premiums on time. Should any subsequent workers’ compensation claims occur during the initial twenty (20) pay periods, the remaining MPS and DPS eligibility from the original claim shall run concurrent with any additional approved workers’ compensation claims that occur during the initial claim. For example, if the employee is receiving the MPS and DPS for twenty (20) pay periods for an injury and after ten (10) pay periods another workers’ compensation claim is approved and the employee is eligible to receive the MPS and DPS for an additional twenty (20) pay periods, ten (10) pay periods will run concurrent with the initial claim, for a total of 30 pay periods.

Employees who are still on workers' compensation after the expiration of the initial twenty (20) pay periods shall continue to receive MPS and DPS provided the employee is fully integrating appropriate paid leave time.

- (d) State Disability Insurance – Employees who are receiving State Disability Insurance (SDI) shall continue to receive MPS and DPS.

MEDICAL EMERGENCY LEAVE

The particulars of this Medical Emergency Leave policy are as follows:

- (a) The employee must have regular status (not probationary) with CONFIRE or one (1) year of continuous service in a regular position with CONFIRE.
- (b) The employee must meet all of the following criteria before he or she becomes eligible for Medical Emergency Leave donation: (1) Be on an approved medical leave of absence for at least thirty (30) consecutive calendar days (160 working hours) exclusive of an absence due to a work related injury/illness; (2) Submit a doctor's off work order verifying the medical requirement to be off work for a minimum of thirty (30) calendar days (160 working hours); (3) Have exhausted all usable leave balances prior to initial eligibility for Medical Emergency Leave donations – subsequent accruals will not affect eligibility; and (4) Have also recorded at least forty (40) hours of sick leave without pay during the current period of disability.
- (c) An employee is not eligible for Medical Emergency Leave if he or she is receiving Workers' Compensation benefits. An employee eligible for State Disability Insurance (SDI) must agree to integrate these benefits with Medical Emergency Leave. If integrating with SDI, the combined MEL and SDI payment shall not exceed 100% of the employee's biweekly base salary.
- (d) Vacation, holiday, or administrative leave, as well as compensatory time, may be donated by employees only on a voluntary and confidential basis, in increments of eight (8) hours (or in the case of holiday leave only four (4) hours) not to exceed a total of fifty percent (50%) of an employee's annual vacation, holiday, administrative leave, annual leave or compensatory time accrual per employee. The donation may be made for a specific employee on the timeframes established by the County's Human Resources Department. The employee (donee) using/coding the Medical Emergency Leave will be taxed accordingly.
- (e) The donation is to be for the employee's Medical Emergency Leave only; the donation to one (1) employee is limited to a total of one thousand forty (1,040) hours per fiscal year. The maximum of 1,040 hours shall be prorated for those scheduled less than forty (40) hours per week. Example: An employee who is regularly scheduled twenty (20) hours per week is eligible for a maximum donation of five hundred and twenty (520) hours of Medical Emergency Leave.
- (f) The definition of Medical Emergency Leave is an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment. Job and/or personal stress (not the result of a diagnosed mental disorder) is specifically excluded for receipt by the employee of Medical Emergency Leave. A statement from the employee's treating physician, subject to review by the County's Center for Employee Health and Wellness, is required for initial and continued eligibility. An employee shall be eligible to utilize and receive Medical Emergency Leave during the period they are on the approved long-term leave of absence.

- (g) The employee on an approved Medical Leave of Absence who is receiving Medical Emergency Leave can continue to earn benefit monies (i.e., MPS, DPS, Opt-Out, and Waive amounts) per the minimum paid hours (i.e., paid status) per pay period requirement of the Medical and Dental Coverage Article, or the requirement of the Federal and State Family Leave Acts, as applicable to the individual employee.
- (h) An employee using/coding leave under this program is not eligible for receipt of any accruals such as vacation, administrative leave, annual leave, sick leave or retirement credit.
- (i) Medical Emergency Leave hours will count towards the accountable hours used to determine holiday leave eligibility.
- (j) Donor hours shall be contributed at the donor's hourly base salary rate and be converted to the donee's hourly base salary, exclusive in both instances of overtime, differentials and the like as the singular purpose of this program is to provide financial assistance.
- (k) Any donated time unused by the employee for the medical emergency shall remain in the donee's accruals to be utilized as follows:
- (1) Employees who resign while on Medical Emergency Leave (i.e., an approved Leave of Absence due to a verifiable, long-term illness or injury, either physical or mental impairment of the employee) shall be paid at one hundred percent (100%) of their base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at time of resignation in accordance with payroll procedures established by the County Auditor-Controller/Treasurer/Tax Collector. In the case of employees who die while on Medical Emergency Leave, the employee's spouse or registered domestic partner, unless otherwise designated on the Beneficiary Designation For Last Will and Testament form on file with the ATC, shall be paid at one hundred percent (100%) of the deceased employee's base hourly rate of pay for all unused Medical Emergency Leave up to 176 hours at the time of employee's death in accordance with payroll procedures established by the County Auditor/Controller. Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s), in accordance with procedures established by the County.
 - (2) An employee on Medical Emergency Leave who has received the approval of his/her physician and the County's Center for Employee Health and Wellness to return to full time work shall be eligible to retain up to 176 hours unused Medical Emergency Leave. Such hours shall be used for the same purpose and in the same manner as Sick Leave and in accordance with the applicable Sick Leave provision of the Memorandum of Understanding, however, such hours shall not be eligible for conversion (e.g., cash-out). Any unused Medical Emergency Leave in excess of 176 hours shall be returned to the donor(s) in accordance with procedures established by the County.
 - (3) An employee on Medical Emergency Leave who has received the approval of his/her physician and the County's Center for Employee Health and Wellness to return to work on a part time basis (less than the employee's normally scheduled hours of work per pay period) may code MEL for those hours the employee was restricted from working pursuant to the physician's order. The combined total of work time and Medical Emergency Leave coded may not exceed each pay period the lesser of eighty (80) hours or the employee's normally scheduled hours of work. However, should the employee accrue sick leave while working part-time on Medical Emergency Leave, the employee is required to use those sick leave accruals before utilizing Medical Emergency Leave hours (i.e., Medical Emergency Leave hours may not be used in place of accrued sick leave).

- (l) The donation shall be administered on a specific basis where so designated with instances charged to the Medical Emergency Leave donation for the actual administrative costs.
- (m) Solicitation of donors shall be regulated by the Human Resources Department, names of donors are to be confidential, the privacy rights of the donee upheld per legal requirements.
- (n) All donors and donee shall sign release forms designed, retained and affected by the Human Resources Division.

MEMBERSHIP DUES DEDUCTIONS

Employees in the Unit may choose to authorize payroll deduction for membership dues by signing a written form authorizing such deductions. CONFIRE shall make periodic deductions from pay of employees for whom ESDSBC certifies it has, in its physical custody, a written authorization which has been signed by the individual from whose salary or wages the deduction is to be made. ESDSBC shall not be required to provide a copy of an individual authorization to CONFIRE unless a dispute arises about the existence or terms of the authorization. Employees in the Unit who have chosen to sign dues deduction authorization forms may revoke their authorization by sending a signed letter to ESDSBC. ESDSBC shall certify to CONFIRE to terminate dues deductions for any such employees, consistent with applicable law.

Further, ESDSBC shall be required to confirm that a new dues deduction authorization form has been executed for any employee who 1) is in the Unit and has chosen to sign a dues deduction authorization form, 2) then separates from the bargaining unit (e.g., leave CONFIRE employment, promotes to another unit, etc.), 3) then later returns to the Unit and again signs a dues deduction authorization form.

Dues withheld by CONFIRE shall be transmitted to the ESDSBC Officer designated in writing by ESDSBC as the person authorized to receive such funds at the address specified.

CONFIRE shall not be obligated to put into effect any new dues deduction until ESDSBC provides CONFIRE written certification of an individual’s deduction authorization in sufficient time to permit normal processing of the change or deduction.

The employee’s earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues or fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case on an employee who is receiving wage replacement benefits (i.e., SDI, PFL, LTD, TD, etc.) during a pay period, no deduction shall be made. In this connection, all other legal and required deductions including health care and insurance deductions have priority over ESDSBC dues.

ESDSBC’s indemnity and liability obligation is more fully set forth as follows:

- (a) ESDSBC shall defend, indemnify and hold harmless the County of San Bernardino, County Fire, CONFIRE, and its Officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article, including claims relating to ESDSBC’s use of the monies collected under this Article. Upon commencement of such legal action, administrative proceeding, or claim, ESDSBC shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment

made or brought against the County, County Fire, CONFIRE, or its Officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of ESDSBC shall not diminish ESDSBC's defense or and indemnification obligations under this Agreement.

- (b) CONFIRE, immediately upon receipt of notice of such claim, proceeding or legal action shall inform ESDSBC of such action, provide ESDSBC with all information, documents, and assistance necessary for ESDSBC defense or settlement of such action and fully cooperate with ESDSBC in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by ESDSBC.
- (c) ESDSBC upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. ESDSBC, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

MERIT ADVANCEMENTS

Employees shall receive merit advancements within their base salary range, as provided below and in the Salary Rates and Step Advancements Article.

- (a) Work Performance Evaluation (WPE) for a regular status employee shall be completed by management (e.g., a supervisor, assistant manager, and/or manager, etc.) within a period of thirty (30) workdays prior to the employee's annual step advance eligibility date, when applicable.
- (b) If an employee receives an overall "Below Job Standards" evaluation prior to the step advance eligibility date, the employee's step advance will not be granted on the step advancement date. An employee denied a step advancement shall be provided an additional ninety (90) day review period. The supervisor shall complete a WPE within thirty (30) days after such additional review period. If the employee receives an overall "Below Job Standards" the employee shall receive no future step advancements until the employee is deemed to be meeting job standards or until a subsequent step advancement is due.
- (c) In cases where no WPE is filed by the due date, the employee may contact the Communications Director or designee requesting that an evaluation be completed. If, after notifying the Communications Director or designee, no evaluation is completed within fifteen (15) workdays, the employee may contact the Department's Human Resources Business Partner to direct completion of the WPE within thirty (30) workdays.
- (d) Any dispute arising out of the content of a WPE with an overall rating of "Below Job Standards" evaluation may be processed in accordance with the appeal procedure in the Personnel Rules for Board-Governed Special Districts.
- (e) Probationary employees or other employees without regular status, shall receive merit advancement following 1,040 services hours, unless the employee receives a probationary progress report with an overall rating of "Below Job Standards". If the employee receives an overall rating of "Below Job Standards", the step will not be granted until the pay period in which the employee receives an overall evaluation of at least "Meets Job Standards."

MODIFIED BENEFIT OPTION

Section 1 – General Provisions

- (a) All regular classified full-time employees in the classifications listed in Appendix B, and any other agreed upon classifications, shall be provided an opportunity to convert from a regular position with full benefits to a regular position with modified benefits and a wage differential.
- (b) Employees may choose to enroll in the MBO at hire or during the annual open enrollment period, and may choose to change to the full benefit option during subsequent open enrollment periods.
- (c) Employees who select the Modified Benefit Option must commit to work a minimum of 1,560 hours per calendar year.
- (d) Employees in regular positions who choose the MBO may retain or attain civil service rights in the position in accordance with applicable provisions or rules concerning probationary periods.
- (e) In order to receive the benefits and wage differential of the Modified Benefit Option, the employee must specifically choose the Option.

Section 2 – Modified Benefit Option Wage Differential

- (a) Employees who select the MBO shall receive a wage differential of \$1.75/hour above the base rate of pay. The wage differential shall be paid on all paid hours (e.g., REG, PTO, etc.).
- (b) The wage differential shall be considered as part of the base hourly rate when calculating the following: the County contribution to the employee's Retirement Medical Trust (RMT) account, differentials paid on a percentage basis (e.g., 5% Acting Supervisor or Acting Dispatcher Differential), longevity, sick leave cash-outs (if any) pursuant to the RMT Article, and leave cash-outs. Provided below is an example of how the County's contribution to the RMT would be calculated:

EX: An employee with 11 years of continuous County service and an 80-hour per pay period schedule selects the MBO. The employee's base hourly rate is \$25 per hour. This employee is eligible for a County contribution to the RMT equal to 1.50% of the employee's base bi-weekly salary. The County contribution to the RMT is calculated as follows:

$80 \text{ hours} \times (\$25.00 \text{ per hour} + \$1.75 \text{ MBO Wage Differential}) = \$2,140 \text{ base bi-weekly salary for purposes of County contribution to the RMT}$
 $\$2,140 \times 1.50\% \text{ Contribution Rate} = \32.10

The County will contribute \$32.10 to the RMT on behalf of the employee that pay period.

Section 3 – Benefits and Leaves

Except as provided in this Section 3, employees who select the MBO shall receive the same benefits and leaves that employees who select the full benefit option receive in the MOU.

- (a) Medical Coverage: Employees who select the MBO shall have the same medical plan options as employees who select the full benefit option (e.g., Blue Shield HMO, Kaiser HMO, Blue Shield Access + HMO, Kaiser Choice HMO, and Blue Shield PPO).

(b) Medical Premium Subsidy:

(1) Provided below are the MPS amounts per pay period for employees who select the MBO:

Effective July 15, 2023	MPS
Employee Only	\$142.30
Employee + 1	\$300.68
Employee + 2	\$437.41

Effective July 13, 2024	MPS
Employee Only	\$146.00
Employee + 1	\$317.08
Employee + 2	\$462.01

(c) Dental Premium Subsidy: Employees who select the MBO shall be eligible to receive DPS in the following amounts per pay period:

Coverage Type	DPS
Employee Only Employee + 1 Employee + 2	\$9.46

(d) Paid Time Off (PTO):

- (1) Definition: Paid Time Off (PTO) is granted to employees who select the MBO in lieu of any other Vacation, Sick, or Holiday accrual leave provisions,
- (2) Accumulation: Employees who select the MBO shall accrue PTO each pay period and shall be eligible for prior service credit as provided in Section 2 (e) of the Leave Provisions article. Employees who have standard hours of less than eighty (80) hours per pay period shall accumulate PTO on a pro-rata basis; provided, however, that the maximum allowed combined unused vacation and PTO balance shall not be prorated. PTO shall be available for use on the first day following the pay period in which it is earned.

Employees in classifications that are regularly scheduled to work on holidays shall accrue PTO each pay period as provided in the chart below.

Service Hours	PTO Allowance (Assumes 80-hour Schedule)	Accrual Rate Per Pay Period (Assumes 80-Hour Schedule)	Maximum Allowed Unused PTO Balance	Maximum Allowed Combined Unused Vacation and PTO Balance for All Employees Who Convert to the Modified Benefit Option
0 through 10,400 service hours	180 hours	6.93 hours	270 hours	320 hours**
Over 10,400 service hours	216 hours	8.31 hours	324 hours	404 hours**

**The employee's maximum allowed PTO balance may not exceed 270 or 324 hours, as applicable.

(3) Administration.

- (i) PTO for Vacation Leave Purposes – When PTO has been requested for vacation leave purposes, PTO shall be administered according to the Vacation Leave section of the Leave Provisions Article of the MOU.
- (ii) PTO for Sick Leave Purposes – When PTO has been requested for sick leave purposes, PTO shall be administered according to the Sick Leave section of the Leave Provisions Article of this MOU.

- (4) Separation: Employees separating from County employment shall have any unused PTO administered in the same manner that Vacation Leave is administered at separation according to the Vacation Leave section of the Leave Provisions Article of the MOU.

Employees who are hired into a position in a bargaining unit (except for employees who are hired into the Per Diem Nurses Unit) that does not contain the MBO, shall carry over their existing PTO balance and begin accruing vacation, holiday, and sick leave immediately. Employees who are hired into a position in the Per Diem Nurses Unit shall have any existing leave balances (e.g., PTO, vacation, sick, etc.) administered in the same manner as an employee who is in the Full Benefit Option who is hired into a Per Diem Nurses Unit position.

- (5) PTO Cash-Out: On one occasion each calendar year until the expiration of this contract, an employee who had used eighty (80) or more hours of specified leave (i.e., Vacation/PTO) during the preceding calendar year may elect to convert up to sixty (60) hours of accrued PTO into a cash payment, at the base rate of pay in effect at the time of the cash-out. In order to sell back PTO, an employee must make an irrevocable election (i.e., pre-designation) during the month of December, specifying the number of hours to be sold back from the next year's PTO accrual. During the calendar year following the pre-designation, no more than three (3) requests may be made to cash out the PTO in a single block of not less than eight (8) hours and no more than sixty (60) hours. An employee shall be eligible to cash-out PTO hours accrued up to the preceding pay period in which he/she requested the cash-out. For example, an employee who requests a cash-out in pay period 15 can only cash-out the PTO accrued through pay period 14. The number of hours requested for cash-out shall not exceed an amount equal to or less than the amount accrued. For example, an employee in December 2019 makes a pre-designation to cash-out 25 hours. The employee accrues 4.31 hours of PTO per pay period. At the end of pay period 2 the employee can request to cash-out the 8 hours of PTO that she had accrued, but is not yet eligible to cash-out the entire 25 pre-designated hours because the employee has yet to accrue 25 hours of PTO. Once an election is made, if the employee does not request that the designated number of hours be sold back by pay period 25 of the calendar year in which the election is effective, the hours will be automatically converted to cash in pay period 26. The PTO cash-out shall sunset upon the expiration of the agreement.

(e) Holiday Pay.

Employees in classifications that are regularly scheduled to work on holidays shall not accrue any holiday leave, but shall be paid twice their base hourly rate for all hours actually worked on the following holidays:

January 1st	Thanksgiving Day
Last Monday in May	Day after Thanksgiving
June 19th	December 24th
July 4th	December 25th
First Monday in September	December 31st
November 11th	

(f) Accrual Carryover Following Benefit Change.

- (1) Full Benefit Option to Modified Benefit Option – Employees who convert from the full benefit option to the MBO shall carry over and may utilize their existing vacation, holiday, and sick leave balances; provided, however, that the employee shall no longer accrue vacation, holiday, and sick leave after converting to the MBO.

After converting to the MBO the employee shall be immediately eligible to accrue PTO; however, the employee’s combined Vacation and PTO balance shall not exceed the applicable caps established in the chart above. For example, if an employee with less than 10,400 service hours and in a classification that is regularly scheduled to work holidays carries over 200 Vacation Leave hours the employee shall only be eligible to accrue up to 120 PTO hours. If such employee then uses some Vacation Leave or PTO, the employee shall be eligible to accrue additional PTO hours, not to exceed the applicable cap.

However, an employee with a previously approved waiver of the maximum allowed unused vacation balance as provided in the Vacation Leave section of the Leave Provisions Article may temporarily exceed the caps in the chart above.

An employee who carries over Vacation Leave hours shall be eligible to accrue the maximum amount of PTO once the employee has exhausted all of his/her carried over Vacation Leave hours.

- (2) Modified Benefit Option to Full Benefit Option – Employees who convert from the MBO to the full benefit option shall carry over and may utilize their existing PTO balance (if any) and begin accruing vacation, holiday, and sick leave immediately; however, the employee’s combined Vacation and PTO balance shall not exceed the applicable vacation caps established in the Vacation Leave section of the Leave Provisions article. For example, if an employee with less than 18,720 service hours carries over 270 PTO hours and 30 Vacation Leave hours the employee shall only be eligible to accrue up to 20 Vacation Leave hours since the maximum allowed unused Vacation Leave is 320 hours. If such employee then uses some Vacation Leave or PTO, the employee shall be eligible to accrue additional Vacation Leave, not to exceed established cap.

- (g) Vacation Cash-Out: Employees who met the eligibility requirements for the vacation cash-out prior to selecting the MBO, and pre-designated to cash-out vacation leave during the required pre-designation period while in the full benefit option, shall remain eligible to cash-out vacation leave. However, employees enrolled in the MBO shall not be eligible to pre-designate to cash- out vacation leave while enrolled in the MBO.

NON-DISCRIMINATION

ESDSBC agrees to represent all employees in this unit in their employer-employee relations with CONFIRE.

Neither CONFIRE nor the Association shall discriminate against any employee because of race, color, sex, age, physical or mental handicap, national origin, political or religious opinions, labor organization affiliations, or any other status protected by law.

The parties agree to support and promote the objectives of CONFIRE's Equal Employment Opportunity program.

OBLIGATION TO SUPPORT

The parties agree that, subsequent to the execution of this Memorandum of Understanding and during the period any tentatively agreed-upon successor, amendment, addition, or deletion to this Memorandum is before the Board of Directors (i.e., after ratification by ESDSBC but before the Board of Directors takes action), neither the ESDSBC bargaining committee nor CONFIRE Administration, nor their authorized representatives will appear before the Board of Directors individually or collectively to advocate any further amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Directors nor meeting with individual members of the Board of Directors to advocate or urge the adoption and approval of any tentatively agreed-upon successor, amendment, addition, or deletion to this Memorandum of Understanding in its entirety.

OTHER PAY PROVISIONS

Section 1: Voluntary Extra Shift Compensation

Voluntary Extra Shift Compensation (VOLEX) is designed to compensate regular status employees volunteering to work an extra shift(s) for another employee who had been previously force hired. The employee volunteering to work the shift must work a minimum of four (4) hours if not already working a shift, in the same 24-hour period. If the employee volunteering to work the extra shift is already working a shift in the same 24-hour period and the employee is willing to come in early or stay late, the employee must work a minimum of three (3) hours to receive VOLEX. Assignment and approval of Voluntary Extra Shift Compensation shall be made and/or cancelled by the CONFIRE Director or designee based upon the needs of the service; failure for the employee to be selected is not grievable.

Voluntary Extra Shift Compensation shall be paid at two (2) hours at one-time the base hourly rate for each extra shift volunteer occurrence. All time actually worked shall be considered as time actually worked for purposes of the Article on "Overtime". Employees who are paid Voluntary Extra Shift Compensation for a specific shift shall not be entitled to additional On-Call, Standby Duty, or Emergency Recall Compensation for said shift.

OVERTIME

- (a) Policy – It is the policy of CONFIRE to discourage overtime except when necessitated by abnormal or unanticipated work load situations. It is the responsibility of the CONFIRE Director, or designee, to arrange for the accomplishment of work load under their jurisdiction within the normal tour of duty of employees. CONFIRE has the right to require overtime to be worked as necessary.

- (b) Definition – Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, sick leave shall not be considered as time actually worked. Overtime shall be reported in increments of full fifteen (15) minutes and is noncumulative and non-payable when incurred in units of less than fifteen (15) minutes. Overtime shall not affect leave accruals.
- (c) Overtime Compensation – Dispatchers and Call Takers – Any employee authorized by the CONFIRE Director or authorized representative to work overtime shall be compensated at premium rates i.e., one and one-half (1- 1/2) times the employee’s regular rate of pay. In lieu of cash payment, the employee may accrue compensating time off at premium hours. Cash payment at the employee’s regular rate of pay shall automatically be paid for any compensation time off accumulated in excess of one hundred (100) hours or immediately prior to promotion, demotion or termination. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless the employee has chosen to accrue compensating time or computation cannot be made, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
- (d) Overtime Compensation – Supervising Dispatchers.
- (1) Any employee authorized by the CONFIRE Director or authorized representative to work overtime shall be compensated at one and one-half (1- ½) times the employee’s base rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
- (2) In lieu of cash payment, upon request of the employee and approval of the appointing authority, an employee may accrue 1 ½ hours of compensating time off for each hour of overtime worked. Cash payment at the employee’s base rate of pay shall automatically be paid for any compensating time off accumulated in excess of eighty (80) hours, or immediately prior to promotion, demotion or termination of employment.
- (e) Variable Work Schedule – The CONFIRE Director, or designee, with the agreement of the affected employee, may arrange for that individual to take time off as is necessary to ensure that an employee’s actual time worked does not exceed forty (40) hours within any given work period.
- (f) Work Period – The work period for purposes of overtime, established for employees in this Unit commences at 12:01 a.m. Saturday and ends at 12:00 a.m. (midnight) the following Friday of each week. The work period may change depending on the employee’s work schedule but will not exceed the equivalent of seven (7) consecutive calendar days.

If an employee is assigned a variable work schedule, he/she shall agree to sign a variable work schedule agreement which will establish the work period for the employee on the variable work schedule. A variable work schedule includes any regularly assigned work schedule that has an employee work more than eight (8) hours in a work day.

PAY PERIOD

A pay period shall be comprised of fourteen (14) calendar days. The first pay period under this Agreement shall commence at 12:01 a.m., August 26, 2023 and shall end at 12:00 a.m. (midnight) on the second Friday thereafter. Each subsequent fourteen (14) day period shall commence on the succeeding Saturday at 12:01 a.m. and shall end at midnight on the second Friday thereafter. The pay period and work week may be adjusted in accordance with FLSA requirements, as applicable. Paychecks shall be issued on the second Wednesday following the end of the preceding pay period, provided that the Auditor-Controller/Treasurer/Tax Collector may issue paychecks at an earlier date if possible.

PAYROLL ADJUSTMENTS

In situations involving overpayment to an employee by CONFIRE, said employee shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment was received by the employee. In the event of an overpayment totaling twenty-five dollars (\$25.00) or less, the overpayment will be recovered in one (1) pay period. The County's Auditor-Controller/Treasurer/Tax Collector's Office, or CONFIRE's Human Resources Division, when applicable, shall provide documentation showing the calculations of the overpayment to the employee. The employee may request a meeting with CONFIRE payroll section to review the documentation and recovery schedule. Extensions to the period for repayment of the overage may be requested by the employee, subject to the approval of the County's Auditor-Controller/Treasurer/Tax Collector. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1 1/2) times as long as the overpayment period. If the employee leaves employment prior to repayment of overage, the County's Auditor-Controller/Treasurer/Tax Collector's Office shall recover the amount owed from the employee's final pay. If the amount owed is greater than the employee's final pay, the County's Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the employee.

In situations involving underpayment to an employee by CONFIRE, the employee shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the County's Auditor-Controller/Treasurer/Tax Collector's Office, including necessary approval of the appointing authority/Human Resources Director or designee.

In those situations where the employee has been underpaid by seven and one-half percent (7 1/2%) or more of their base pay in the immediately preceding pay period through no fault of their own, the employee may request an on-demand payment to correct the error. CONFIRE's payroll section shall complete the request for on-demand pay and forward it and any necessary approval of the appointing authority and the Human Resources Director or designee to the County's Auditor-Controller/Treasurer/Tax Collector within one (1) working day of receipt of the employee's request. The County's Auditor-Controller/Treasurer/Tax Collector's Office shall pay the employee the amount due within two (2) working days of receipt of the request for an on-demand pay adjustment from CONFIRE. For this section, base pay shall be determined by multiplying the employee's base rate of pay by the number of hours in their usual work schedule.

PAYROLL DEDUCTIONS

It is agreed that ESDSBC membership dues and insurance premiums for plans sponsored by ESDSBC shall be deducted by CONFIRE from the pay warrant of each employee covered hereby who files with CONFIRE a written authorization requesting that such deduction be made. Remittance of the aggregate amount of all membership

dues and insurance premiums deducted from the pay warrants of employees covered hereby shall be made to ESDSBC within thirty (30) days after the conclusion of the month in which said membership dues and insurance premiums were deducted.

CONFIRE shall not be liable to ESDSBC, employees, or any party by reason of the requirements of this Article for the remittance of any sum other than that constituting actual deductions made from employee wages earned. ESDSBC shall hold CONFIRE harmless for any and all claims, demands, suits, orders, judgments or other forms of liability that may arise out of or by reason of action taken by CONFIRE under this Article.

PHYSICAL FITNESS

The parties agree that physical and mental fitness of CONFIRE employees are reasonable requirements to perform the duties of the job and instill public confidence. Recognizing these important factors, the parties agree that during the term of this Agreement CONFIRE, with reasonable cause, may require medical and psychological assessments of employees provided CONFIRE pays and provides time off without loss of pay for such assessments. All such assessments shall be done by appropriately qualified health care professionals. Medical and psychological reports shall be released to and retained by the County's Center for Employee Health and Wellness. The information in these reports shall only be released on a need-to-know basis, restricted to the purpose for which the examination was originally required, for the effective conduct of CONFIRE business.

Any remedial or treatment action shall be the full responsibility of the employee, except as otherwise provided by law or as may be provided through the Employee Aid Program for CONFIRE employees.

PROBATIONARY PERIOD AND DISPATCHER TRAINEE APPOINTMENTS

Section 1: Probationary Period

Probationary periods for classifications in the bargaining unit are:

- Call-Taker: 2,080 service hours
- Dispatcher:
 - Employees Newly Hired Into the Bargaining Unit Into the Dispatcher Classification and Employees Who Promote from the Call-Taker Classification to the Dispatcher Classification – 2,080 service hours
 - Employees Who Promote from the Dispatcher Trainee Classification to the Dispatcher Classification – 1,040 service hours
- Supervising Dispatcher: 1,600 service hours.

The probationary period will be automatically extended for each hour during which the employee is on leave without pay, or on military leave past thirty (30) days whether paid or unpaid. In situations where the employee is on continuous paid sick leave for eighty (80) or more consecutive hours, or on modified duty for occupational or non-occupational reasons, the probationary period may be extended at the discretion of the CONFIRE. Such extension is in addition to the eighteen (18) pay period extension allowed by the Personnel Rules.

The probationary period ends at the end of the day in which the employee has completed the required number of service hours.

Section 2: Dispatcher Trainee Appointments

A trainee appointment is an underfill appointment to a regular position made from an appropriate eligible list of a lower classification for a prescribed period, as provided at the time of appointment, during which the employee must qualify for the higher classification or be terminated.

The original trainee appointment must be made on a competitive basis. During the period of a trainee appointment, the trainee shall be in an at-will status. Appointments to the higher classification are subject to a probationary period.

PROMOTIONS

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or approximately a five percent (5%) increase (i.e., mathematically closest to 5%) whichever is greater; provided that no employee is thereby advanced above the top step of the higher base salary range.

At the discretion of the CONFIRE Director, or designee, and with the approval of the Human Resources Director or designee, an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period unless an exception is approved by the Human Resources Director or designee.

PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal and State laws and regulations. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of those Federal or State enactment's or is otherwise held to be invalid or unenforceable by any court or competent jurisdiction, such part or provisions shall be suspended or superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby. If any part or provision of this Memorandum of Understanding is suspended or superseded, the parties agree to reopen negotiations regarding the suspended or superseded part or provision with the understanding the total compensation to employees under this Memorandum of Understanding shall not be reduced or increased as a result of this Article. The parties hereto agree to refrain from initiating any legal action or taking individual or collective action that would invalidate Articles of this Memorandum of Understanding.

RECRUITMENT/RETENTION SALARY ADJUSTMENT

The CONFIRE Director or designee shall have the authority to recommend application of a recruitment/retention salary adjustment for increased compensation only in situations where the CONFIRE Director or designee has determined such a need exists. Prior to implementation, the Human Resources Director, or designated representative, shall meet and consult with ESDSBC. Such recommendation is at the discretion of the CONFIRE Director or designee not to exceed the term of the existing Memorandum of Understanding, subject to the Board of Directors review and approval.

REEMPLOYMENT

- (a) A regular employee who has separated CONFIRE employment, and who is subsequently rehired in the same classification in a regular position beginning the first day of work by the 365th calendar day, may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Retirement Medical Trust Fund Article), subject to the approval and conditions established by the CONFIRE Director or designee, and the Human Resources Director or designee. Upon approval, such employees begin accruing vacation and sick leave and may utilize the same immediately. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Board of Retirement. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Director or designee. The employee shall be provided a new date of hire for purposes of seniority.
- (b) A regular employee who has separated CONFIRE employment and who is subsequently rehired to a regular position in the same job family beginning the first day of work by the 365th day, may receive restoration of vacation accrual rate, sick leave, and employee retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leaves and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Director or designee. The employee shall be provided a new date of hire for purposes of seniority.
- (c) A regular employee who has separated CONFIRE employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days and beginning the first day of work by the ninety-first day, may receive restoration of salary step (in the instance of rehire in a classification at the same pay range as the position originally held), vacation accrual rate, sick leave and employee retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Human Resources Director or designee. The employee shall be provided a new date of hire for purposes of seniority.
- (d) Reemployment from Layoff – A regular employee who has been laid off from CONFIRE employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate, sick leave in the same manner as described above. Restoration of employee retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements established by the Retirement Board.

If the employee is rehired in the same classification and department from which laid off, the employee shall receive restoration of salary step and shall not be required to serve a new probationary period, but shall suffer loss of seniority by being provided a new hire date. Employees not rehired in the same classification from which laid off shall suffer loss of seniority by being provided a new hire date and shall be required to serve a new probationary period unless such requirement is waived by the Human Resources Director or designee.

- (e) For purposes of this article and limited to the restoration of salary step, vacation accrual rate, sick leave balance and the employee retirement plan contribution rate, the date an offer of reemployment is made and accepted shall be considered as the first day worked.
- (f) For purposes of this article, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of CONFIRE employment.

RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other during August 2024, a written request to commence negotiations, as well as its written proposals for such successor Memorandum of Understanding. Upon receipt of such written proposals, negotiations shall begin no later than thirty (30) calendar days after such receipt.

The first order of business shall be negotiation of ground rules. By conclusion of the second meeting, ground rules shall be established regarding the form and procedure for exchanging further proposals and counter-proposals.

RETIREMENT MEDICAL TRUST

Section 1: Eligibility

A Retirement Medical Trust Fund has been established for eligible employees. The Trust is a Voluntary Employees Benefit Association (VEBA) and will comply with all of the provisions of Section 501(c)(9) of the Internal Revenue Code.

The Trust is administered by a Board of Trustees who manages the resources of the Trust Fund and determines appropriate investment options and administrative fees for managing the Trust Fund. The Trustees insure that payments of qualified medical expenses incurred by participants or their eligible dependents as defined by IRC Section 152, are properly reimbursed. The Trust will establish individual accounts for each participant who will be credited with earnings/losses based upon the investment performance of the participant's individual account. All of the contributions to the Trust Fund will be treated for tax purposes as employer, non-elective contributions resulting in tax-free contributions for the County. All of the distributions from the Trust Fund made to participants or their eligible dependents for the reimbursement of qualified medical expenses as defined by the Internal Revenue Codes (including medical and other eligible insurance premiums) will also be non-taxable to the participants or the eligible dependent(s).

Section 2: Sick Leave Conversion Eligibility

Eligible employees are those employees with ten (10) or more years of participation in the San Bernardino County Employees' Retirement Association (SBCERA), or those employees who receive a disability retirement. Participation in other public sector retirement system(s) may also be counted towards the ten (10) year requirement provided that the employee is also a participant in SBCERA and did not withdraw their contributions from the retirement system(s). Those eligible employees with ten (10) or more years of combined contributions to SBCERA and other eligible public sector retirement system(s) must complete a Prior Service Credit Request form and submit it to the Retirement Medical Trust Plan Administrator for approval. A letter from the public sector retirement system(s) confirming that contributions have not been withdrawn must accompany the form.

Section 3: Sick Leave Conversion Formula

All eligible employees as provided in Section 2 above will be required to contribute the cash value of their unused sick leave balances to the Trust upon separation from CONFIRE service for reasons other than death in accordance with the formula table below.

Amount of Remaining Sick Leave Hours	Cash Formula Value
80 to 480 hours	30%
481 to 600 hours	40%
601 to 720 hours	45%
721 to 840 hours	50%
841 to 1,300 hours	65%

Section 4: Death

Upon the death of an active employee with ten (10) or more years of continuous service from the most recent date of hire in a regular position, the estate of the deceased person shall be paid for all unused sick leave balances in accordance with the sick leave conversion formula table of Section 3 of this article.

Section 5: CONFIRE Contributions

CONFIRE shall contribute to the Trust one half percent (0.5%) of the base biweekly salary of eligible employees who have completed more than one (1) year of continuous service in a regular position. Employees who have completed more than five (5) years of continuous service in a regular position shall have one percent (1.0%) of their base biweekly salary contributed to the Trust by CONFIRE.

CONFIRE shall contribute to the Trust one half percent (0.5%) of the base biweekly salary of eligible employees who have completed more than one (1) year of continuous service in a regular position. Employees who have completed more than five (5) years but less than ten (10) years of continuous service in a regular position shall have one percent (1.0%) of their base biweekly salary contributed to the Trust by CONFIRE. Employees who have completed more than ten (10) years but less than sixteen (16) years of continuous service in a regular position shall have one and half percent (1.5%) of their base biweekly salary contributed to the Trust by CONFIRE. Employees who have completed more than sixteen (16) years of continuous service in a regular position shall have two percent (2.0%) of their base biweekly salary contributed to the Trust by CONFIRE.

Contributions to the Trust shall not be considered earnable compensation.

RETIREMENT SYSTEM CONTRIBUTIONS

Section 1: Eligibility

Under the provisions of the County Employee’s Retirement Law of 1937, all employees in regular positions who are regularly scheduled to work for a minimum of forty (40) hours per pay period shall become members of the San Bernardino County Employees Retirement Association (SBCERA).

Exception: Employees first hired at age sixty (60) or over may choose not to become members of SBCERA at the time of hire. If this election is made, the employee will participate in the County’s PST Deferred Compensation Retirement Plan. Said employee shall contribute seven and one-half percent (7.5%) of the employee’s biweekly gross earnings. The employee’s contributions to the PST Deferred Compensation Retirement Plan shall be automatically deducted from employee’s earnings. Employees shall automatically be enrolled in the Plan upon notification from the SBCERA that the employee has opted out of SBCERA membership.

Section 2: Employee Contributions

Retirement System contributions shall be paid by the employee. The County’s Auditor-Controller/Treasurer/Tax Collector shall implement the pick-up of such Retirement System contributions under Internal Revenue Code Section 414(h)(2).

CONFIRE shall make member contributions under this Section on behalf of the employee, which shall be in lieu of the employee’s contributions, and such contributions shall be treated as employer contributions for purposes of reporting and wage withholding under the Internal Revenue Code and the Revenue and Taxation Code. The amounts picked up under this Section shall be recouped through offsets against the salary of each employee for whom CONFIRE picks up member contributions. These offsets are akin to a reduction in salary and shall be made solely for purposes of income tax reporting and withholding. The member contributions picked up by CONFIRE under this Section shall be treated as compensation paid to CONFIRE employees for all other purposes.

No employee shall have the option to receive the Retirement System contribution amounts directly instead of having them paid to the County Retirement System.

Section 3: Special Provisions

Employees with at least twenty-five (25) years of service as set forth in Government Code Section 31625.3 as of January 29, 2013 and who either had or thereafter attain thirty (30) years of service credit as set forth in Government Code Section 31625.3 and no longer make retirement contributions under the provisions of the County Employees’ Retirement Law of 1937, shall have one opportunity during the employee’s employment to receive cash payments of seven percent (7%) of earnable compensation for up to twenty-six (26) consecutive pay periods. Such payments may begin no sooner than the pay period following Board of Directors approval of this Agreement.

Section 4: Survivor Benefits for General Retirement Members Administered by San Bernardino County Employees’ Retirement Association (SBCERA)

Survivor Benefits are payable to employed general retirement members with at least eighteen (18) months continuous retirement membership pursuant to Section 31855.12 of the County Employees Retirement Law of 1937. An equal, non-refundable employer and employee bi-weekly contribution will be paid to SBCERA as provided in annual actuarial study.

RETURN TO WORK COMPENSATION

Section 1: Purpose

Return-to-work compensation is designed to compensate regular employees for being available to return to work with limited notice and for hours not previously regularly scheduled. There are three (3) types of return-to-work compensation covered by this Article: on-call, standby, and call-back. Assignment and approval of return-to-work compensation shall be made by the CONFIRE Director or designee based upon the needs of the service.

Section 2: On-Call Compensation

- (a) On-call duty requires the employee to return a call or page as soon as practicable but not to exceed thirty (30) minutes.

- (b) Employees assigned to be on-call shall (1) leave a telephone number where they can be reached or wear a communicating device; and (2) be able to report to their work site within one (1) hour after notification. The CONFIRE Director, or designee, may establish time periods to respond of more than one hour. Employees not assigned to on-call duty have no obligation to meet these requirements.
- (c) While assigned to on-call duty, the employee shall be free to use the time for his or her own purposes.
- (d) On-call duty shall be compensated at the rate of two dollars and fifty cents (\$2.50) per hour. On-call time shall not count as hours worked.
- (e) The employee shall not receive on-call compensation once the employee begins work.

Section 3: Standby Compensation

- (a) Standby duty requires the employee to return a call or page as soon as practicable but not to exceed ten (10) minutes.
- (b) Employees assigned to standby duty shall: (1) leave a telephone number where they can be reached or wear a communicating device; and (2) after being told to report to work, the employee shall arrive at the work site no later than the time it takes to commute between the employee’s home and the work site; and (3) refrain from activities which might impair their ability to perform assigned duties. Employees can also be given a designated time to report by the CONFIRE Director or designee.
- (c) Standby duty shall be compensated at minimum wage as provided by the California Industrial Welfare Commission for each hour of standby duty or portion thereof. Standby hours under this Article shall count as hours for overtime purposes.

Examples of application of this provision for computing overtime:

Employee earning \$10.00 per hour works 40 hours in a work period, plus 20 hours of standby.

40 hours x \$10.00 (base salary rate)¹ = \$400.00

20 hours x \$ 8.00 (minimum wage*) = \$160.00

\$560.00

\$560.00 divided by 60 hours worked (regular rate of pay)² = \$ 9.33 \$9.33 x 1-1/2 (overtime rate) = \$13.96

Pay for this week would be:

40 hours x \$ 9.33 (regular rate of pay) =		\$373.20
20 hours x \$13.96 (overtime rate)	=	<u>\$279.20</u>
TOTAL PAY	=	\$652.40

¹Base salary rate is defined in article on Salary Adjustment.

²Regular rate of pay is defined within the requirements of the Fair Labor Standards Act to include all remuneration for employment paid to the employee. When more than one rate of pay is paid for hours worked, the regular rate of pay is calculated using the weighted average of the rates of pay.

*This is an example only and may not contain the current State minimum wage.

(d) The employee shall not receive standby compensation once the employee begins work.

Section 4: Emergency Recall Compensation

- (a) Emergency Recall Compensation pay is used when an employee in a regular position returns to active duty and the work site at the request of the CONFIRE Director, or designee, due to an unforeseen issue impacting staffing, major emergency, or similar incident/occurrence. Emergency Recall Compensation should only be used on rare occasions. An employee need not be assigned to on-call or standby duty to be entitled to receive Emergency Recall Compensation.
- (b) Emergency Recall Compensation shall be paid in the following manner. The employee shall be paid for two (2) hours at one-time the base hourly rate of pay for each emergency recall occurrence. Said compensation shall be in lieu of any travel time and expense to and from home and the first or last work contact point. All time actually worked shall be considered as time actually worked for purposes of the Article on "Overtime."
- (c) Employees shall not be eligible for Emergency Recall Compensation in the following situations: (1) Special tours of duty scheduled in advance; (2) the employee is called back within two (2) hours of the beginning of a scheduled tour of duty or (3) the employee is not required to leave home. The employee shall report all time actually worked within a pay period. Such time shall be accumulative and shall be considered as time actually worked for the purposes of the Article on "Overtime."

SALARY ADJUSTMENTS

Section 1: Salary Schedule – Across the Board Salary Increases

- (1) **3.00%** - Effective February 24, 2024, CONFIRE shall provide all classifications covered by the MOU a three percent (3.00%) across the board salary increase.

Section 2: Equity

- (1) The parties agree that effective the pay period after board approval, CONFIRE shall provide the Call-Taker, Dispatcher Trainee, Dispatcher, and Supervising Dispatcher classifications with an approximate ten percent (10.00%) equity increase.

Step hours shall not be reset for employees who receive an equity increase. Therefore, employees shall be eligible to advance to the next step, if applicable, upon completion of 1,040 service hours from their most recent merit advancement in accordance with the requirements of the Merit Advancement Article.

- (2) Effective July 27, 2024, CONFIRE shall provide the Call-Taker, Dispatcher Trainee, Dispatcher, and Supervising Dispatcher classifications with two and one-half percent (2.50%) equity increase.

Step hours shall not be reset for employees who receive an equity increase. Therefore, employees shall be eligible to advance to the next step, if applicable, upon completion of 1,040 service hours from their most recent merit advancement in accordance with the requirements of the Merit Advancements Article.

Section 3: Administration

For purposes of this Agreement, base salary range shall mean the salary range assigned to a specific classification as provided in Appendix B. Base salary rate shall mean the hourly rate of pay established pursuant to the step

placement within the base salary range as provided in this Agreement, as appropriate.

SALARY RATES AND STEP ADVANCEMENTS

New employees shall be hired at the 1 step of the established base salary range, except as otherwise provided in this Agreement. Variable entrance steps may be established if justified by recruitment needs through step 7 with the approval of the appointing authority and through top step with the approval of the Human Resources Director or designee.

Within the base salary range, all step advancements will be made automatically at the beginning of the pay period following the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance and appointing authority recommendation. An employee whose step advancement is denied shall not be eligible for reconsideration for step advancement except as provided in the Article "Merit Advancements".

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours, disability payments, Medical Emergency Leave, and time without pay shall not count toward step advancements.

Step advancements within a base salary range shall be based upon a one (1) step increment, approximately two and one-half percent (2.5%). The employee shall be eligible for the first step advancement after completion of 1040 hours until the top step of the range is reached.

Example 1:

Hire step	1
After 1,040 hours*	2
After additional 1,040 hours*	3
After additional 1,040 hours*	4
After additional 1,040 hours*	5
After each additional 1,040 hours until the top step of the range is reached*	6

*Assumes satisfactory work performance and appointing authority recommendation.

Example 2:

Hire step	5
After 1,040 hours*	6
After additional 1,040 hours*	7
After additional 1,040 hours*	8
After each additional 1,040 hours until the top step of the range is reached*	9

*Assumes satisfactory work performance and appointing authority recommendation.

An appointing authority may request in limited exceptional circumstances and with adequate justification, the adjustment of the salary step or salary rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, or to correct any salary inequity, subject to the recommendation of the Director of Human Resources and the final approval of the CONFIRE Communications Director or his/her designee. The Human Resources Director or designee may authorize the adjustment of the salary step or salary rate of an employee to correct any payroll error or omission, including any such action which may have arisen in any prior fiscal year.

SECTION 125 PREMIUM CONVERSION PLAN

- (a) Eligible employees shall be provided with a Section 125 Premium Conversion Plan. The purpose of the Plan is to provide employees a choice between paying premiums with either pre-tax salary reductions or after-tax payroll deductions for medical insurance, dental insurance, vision, voluntary life (to the IRS specified limit) and accidental death and dismemberment insurance premiums currently maintained for Unit employees or any other program(s) mutually agreed upon by the parties. The amount of the pre-tax salary reduction or after-tax payroll deduction must be equal to the required insurance premium.
- (b) Benefit elections shall not reduce earnable compensation for purposes of calculating benefits or contributions for the San Bernardino County Employees' Retirement Association.
- (c) To be eligible for the Section 125 Premium Conversion Plan, an employee must be eligible to participate in medical, dental, vision, AD&D, and/or life insurance and have a premium deduction for any of these benefit plans.
- (d) Election of pre-tax salary reductions and after-tax payroll deductions shall be made within sixty (60) calendar days of the initial or subsequent eligibility period in a manner and on such forms designated by the County Human Resources Employee Benefits and Services Division. Failure to timely submit appropriate paperwork will result in after-tax deductions for all eligible premiums for the remainder of the Plan Year.
- (e) Once a salary reduction has begun, in no event will changes in elections be permitted during the Plan Year except to the extent permitted under Internal Revenue Service rulings and regulations and with the County's Plan Document. The employee must submit request for a change due to a mid-year qualifying event within sixty (60) calendar days of the qualifying event. The County's Human Resources Employee Benefits and Services Division will authorize changes as long as the change is made on account of, and consistent with, an employee's change in status.

STANDARD TOUR OF DUTY

The standard tour of duty represents the time that an employee is regularly scheduled to work. A regularly scheduled tour of duty which commences before midnight and ends the following day shall be documented in Telestaff as time worked for the day in which the tour of duty began. In the EMACS payroll system, it shall be reported as time on the actual day the work occurred in. The CONFIRE Director, or designee, shall establish the actual number of hours which comprises the standard tour of duty for each position. The standard tour of duty for employees in the classifications listed in Appendix B is forty (40) hours per week.

The CONFIRE Director or designee may modify or change the number of hours in a standard tour of duty for each position to meet the needs of the service. When the CONFIRE Director, or designee, finds it necessary to make such modifications or changes they shall notify, in writing, the affected employee(s) indicating the proposed

change prior to its implementation. The written notification shall be submitted to the employee(s) at least fourteen (14) days prior to implementation unless the employee(s) consents to a lesser notification period or in the event of work urgency or emergency, as determined by the Appointing Authority.

If the change affects a significant number of employees, ESDSBC shall be notified. When ESDSBC requests to meet and confer, the parties shall expeditiously meet and confer regarding the impact the modification or change would have on the significant number of employees. For the purposes of this Article, “significant number of employees” shall mean more than half of the employees in the bargaining unit.

STATE DISABILITY INSURANCE

CONFIRE agrees to pay the premium for state disability insurance for each employee in a regular position.

TEMPORARY PERFORMANCE OF HIGHER LEVEL DUTIES

Employees directed to continuously perform duties in a vacant higher level regular position for which funds have been appropriated, or employees who have been given the temporary assignment of a project involving the performance of more difficult duties and requiring greater level of skill(s) may be granted additional compensation. No award shall be made in any situation related to a vacation, short-term illness or other temporary relief. For the purpose of the Article, temporary is defined as six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year.

- (a) Eligibility Criteria – Employees will normally have regular status and not be in a probationary or trainee status. There must be evidence of the employee’s ability to competently perform the new assignment as determined by the Human Resources Director or designee, and the employee shall be required to meet standards for satisfactory performance. Appointments to regular positions of trainees or underfills are exempt from the provisions of this Article.
- (b) Assignment Criteria.
- (1) For purposes of this Article, a vacant position is defined as an authorized regular position for which funds have been appropriated and which may be:
 - (i) An unoccupied position due to attrition;
 - (ii) A position from which the incumbent is on extended leave of absence. An incumbent on vacation or holiday leave will not be considered to be on an extended leave of absence unless vacation or holiday leave are being used in lieu of sick leave, or as part of a Special Leave as defined in Section (7) of the Article on “Leave Provisions.”
 - (iii) A new position authorized by the Board of Directors.
 - (2) The CONFIRE Director, or designee, shall certify in writing to the Human Resources Director or designee, at the time of appointment that the employee meets minimum qualifications and is assigned and held responsible to fully perform all of the duties normally associated with the higher level position without limitation as to difficulty or complexity of assignments or consequence of action and that the employee shall be required to meet standards for satisfactory performance normally required at the higher level position. This provision shall not be used to circumvent the merit system of promotion.

- (3) It shall be the responsibility of the CONFIRE Director, or designee, to initiate a request for an Assignment to Vacant Higher Level Position, and to provide a copy of such request to the employee. Written requests may also be made by the employee or ESDSBC via the CONFIRE Director, or designee. Requests for an Assignment to Vacant Higher Level Position should be initiated during the first thirty (30) calendar days of such assignment. Requests for retroactive payment of an Assignment to Vacant Higher Level Position must be filed with Human Resources as soon as possible, but not later than one (1) calendar year after assignment of the higher level duties and must be approved by the Human Resources Director or designee. Failure to meet this time limitation shall waive any and all rights to retroactive pay.
- (4) Compensation related to project assignments requires the temporary assignment of more difficult duties involving a greater level of skills. Such assignment may be made to allow for employee rotation, enhance upward mobility or to determine the impact of potential operational/organizational changes. The specific, temporary duties must be identified in writing.

(c) Compensation - Compensation shall be awarded in pay period increments.

- (1) Assignment to Vacant Higher Level Positions. Employees performing the duties of a vacant higher level position shall be entitled to a salary rate increase to the higher level for time actually worked. The amount of the increase shall be determined as if the assignment had been a promotion. The employee shall be eligible for step advances in the higher level position in accordance with the Salary Rate and Step Advancement and Merit Advancement Articles.

The employee shall continue to receive benefits associated with his/her pre-assignment occupational Unit. Differentials and other compensation shall be paid only if applicable to the higher level position assignment. Overtime compensation shall be administered according to the FLSA status of the higher level position. Upon assignment to the higher level position, the employee's service hours for determining salary step in the pre-assignment position shall continue to accrue. Upon completion of assignment, the employee shall be returned to his/her former position classification. If, while on the temporary assignment, the employee's step due date occurs, the employee shall receive their salary step effective the pay period they are returned to their former classification; provided, however, that the employee received a Work Performance Evaluation of at least "Meets Job Standards" while on the temporary assignment. If the employee was due a step advance while on the temporary assignment and no evaluation has been completed or if the employee was not rated at least "Meets Job Standards," the employee shall be evaluated within three (3) pay periods of return to former classification, and if rated at least "Meets Job Standards," the employee shall receive his/her step advance retroactive to the date of return to former classification. Under no circumstances will the step advancement be retroactive beyond the date of the return to former classification. Step placement upon promotion to the same or other higher level position following completion of the temporary assignment will be determined based upon salary rate in the pre-assignment position in accordance with the Promotions Article.

- (2) Special Assignment Compensation. Requests for Special Assignment Compensation may be initiated by the CONFIRE Director or designee, or an employee via the CONFIRE Director or designee. The requests for a salary rate increase should be initiated during the first thirty (30) calendar days of such assignment. Selected positions may be authorized for Special Assignment Compensation, rather than being permanently reclassified to a higher level, to allow for employee rotation to enhance upward mobility. It is important to obtain Human Resources Division review of the request in advance of the date the employee begins the assignment, because there is no guarantee the request will be approved. Temporary

Performance Compensation is to be effective only with the CONFIRE Director or designee and the Human Resources Director's or designee written approval, assignment of the greater level of duties, and signed acceptance by the employee. The subsequent final and binding decision for application of Special Assignment Compensation as well as the amount to be awarded shall be determined in writing by the CONFIRE Director, or designee, and the Human Resources Director or designee within thirty (30) days following submission.

Special assignment compensation will be in the form of a bonus equivalent to a specified percentage of the employee's base pay. The CONFIRE Director, or designee, will determine the amount in increments of one-half percent (.5%) from a minimum of two and one-half percent (2.5%) up to a maximum of seven and one-half (7.5%). It is the responsibility of the requesting District to bear the cost of additional compensation. The bonus will be computed at the specified percentage of the current base pay of the employee for each pay period. The bonus shall be considered earnable compensation and shall be considered part of the employee's regular rate of pay for purposes of calculating overtime. In no case will awards be made retroactively to the date preceding the date of approval by the CONFIRE Director, or designee.

The CONFIRE Director, or designee, and the employee bear mutual responsibility for adherence to the Special Assignment Compensation provision as defined above. The CONFIRE Director, or designee, has the final and binding authority in the review process to apply or not apply Special Assignment Compensation and if awarded, the amount. Requests for Temporary Performance Compensation shall be reviewed by the Human Resources Director or designee. Denial of compensation shall not be subject to review, appeal, or the grievance procedure. At the end of the one (1) calendar year assignment, special compensation leave may be renewed by the CONFIRE Director, or designee.

TERM

The term of this Memorandum of Understanding shall commence upon approval by the CONFIRE Board. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on February 28, 2025. If a successor Memorandum of Understanding has not been reached by 12:00 a.m. (midnight) of February 28, 2025, the terms and conditions required by law shall continue in effect until a successor Memorandum of Understanding is ratified by the membership and approved by the Board of Directors or the dispute resolution procedure has been exhausted, whichever occurs sooner.

UNIFORM VOUCHER

CONFIRE will provide a maximum of \$250.00 per fiscal year for uniform purchase and replacement of a specified uniform. The employee is responsible for the purchase and replacement of such uniform to include approved pants, shirts, jackets, sweatshirts, belts, and shoes or boots. All such purchases and replacement of uniforms shall be made with such vendors as are selected by CONFIRE and CONFIRE Director shall make direct payment to the vendor up to the specified amount. Unused amounts shall not be carried over to the following fiscal year. Employees who are on long-term leave of absence (6 pay periods or greater) who do not return to work will forfeit any unused and future uniform allowance.

USE OF BULLETIN BOARDS

CONFIRE will furnish a reasonable portion of existing bulletin board space for notices of ESDSBC. Only areas designated by the CONFIRE Director, or designee, may be used for posting of notices. Bulletin boards shall only be used for the following notices:

- (a) Scheduled ESDSBC meetings, agenda and minutes.
- (b) Information on ESDSBC elections and the results.
- (c) Information regarding ESDSBC social, recreational, and related news bulletins.
- (d) Reports of official business of ESDSBC, including reports of committees or the Board of Directors.

Posted notices shall not be obscene, defamatory, or of a political nature, nor shall they pertain to public issues which do not involve CONFIRE or its relations with CONFIRE employees. All notices to be posted must be dated and signed by an authorized representative of ESDSBC.

CONFIRE equipment, materials, or supplies shall not be used for the preparation, reproduction, or distribution of notices, nor shall such notices be prepared by CONFIRE employees during their regular work time. ESDSBC may utilize CONFIRE's interdepartmental mail system provided ESDSBC picks up and delivers necessary bulletins to the mail room, delivery to be concurrent with regular routes with no special trips made by CONFIRE, and ESDSBC holds CONFIRE harmless against any loss or delays in delivery.

USE OF CONFIRE RESOURCES

ESDSBC will be granted permission to use CONFIRE facilities for the purpose of meeting with employees to conduct its internal affairs during non-work hours, provided space for such meetings can be made available without interfering with CONFIRE needs. Permission to use CONFIRE facilities must be obtained by ESDSBC from the CONFIRE Director, or appropriate designee. ESDSBC shall be held fully responsible for any damages to and the security of any CONFIRE Director facilities that are used by ESDSBC. No CONFIRE vehicles, equipment, time, or supplies may be used in connection with any activity of ESDSBC, except as may be otherwise provided in this Agreement.

VISION CARE INSURANCE

CONFIRE agrees to pay the premium for vision care insurance for non-safety employees and their dependents, as offered through the County and required pursuant to applicable law (e.g., FMLA). If an employee is no longer eligible for CONFIRE-paid vision care insurance, the employee will have the option of enrolling in COBRA continuation coverage.

VOLUNTARY TIME OFF

Voluntary Time Off (VTO) Program is intended to provide employees in a time of fiscal difficulties a means of taking unpaid (i.e., non-compensated) time off work without losing fringe benefits (e.g., Medical Premium Subsidy, Dental Premium Subsidy, Opt-out/Waive amount, vision care, RMT contribution, and life insurance) which depend on the employee being in a paid status. The following conditions apply:

- (a) VTO may be taken in the same increments as vacation time except that the increment is one hour and is limited to eighty (80) hours per fiscal year.
- (b) When VTO is taken, leave accruals continue as if the employee was on paid time. Vacation maximum accrual limits will be extended by the amount of VTO taken provided that the employee takes the vacation time off during the first thirteen (13) pay periods of the following fiscal year.
- (c) VTO time counts toward satisfying the minimum hour requirement to receive the fringe benefits, such as Medical Premium Subsidy, Dental Premium Subsidy, Opt Out/Waive amount, County-paid life insurance, and County-paid vision care.
- (d) VTO does not count as hours worked for purposes of computing overtime. County Contributions to the retirement system under the Retirement System Contribution Article will only be paid if the employee is in a paid status in any pay period in which VTO is used and the employee receives enough earnings to pay his/her retirement contribution in that pay period, subject to applicable law.
- (e) VTO may not be used for situations that would otherwise require Leave Without Pay, or in conjunction with Leave Without Pay. VTO may be used only by an employee who is otherwise on paid status.
- (f) VTO is an entirely voluntary program. No employee may be required to take VTO.
- (g) VTO may be taken by request of the employee and upon approval of the CONFIRE Director, or designee.

WORK DISRUPTION

The parties agree that no work disruptions shall be caused or sanctioned by ESDSBC during the term of this agreement. Work disruptions include, but are not limited to: sit-down, stay-in, speed-up, or slowdown in any operation of CONFIRE, or any curtailment of work, disruption, or interference with the operations of CONFIRE.

The parties shall endeavor to discourage any such work disruptions and make positive efforts to return employees to their jobs.

The parties acknowledge that participation of any employee in an illegal concerted work action against CONFIRE is grounds for disciplinary action, including termination.

The parties agree that no lockout of employees shall be instituted by CONFIRE during the term of this Agreement, unless such work disruptions occur.

Emergency Services Unit

2022 - 2025

Item 9.

APPENDIX A – APPROVAL BY BOARD OF DIRECTORS

This Agreement is subject to approval by the Board of Directors. The parties hereto agree to perform whatever acts are necessary, both jointly, and separately, to urge the Board to approve and enforce this Agreement.

Following approval of this Agreement by the Board, its terms and conditions shall be implemented by appropriate ordinance, resolution or other appropriate lawful action.

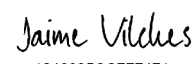
This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

DATED: _____

CONSOLIDATED FIRE AGENCIES JPA

EMERGENCY SERVICE DISPATCHERS OF SAN BERNARDINO COUNTY

 09/19/2023
LEO GONZALEZ
County Labor Relations Chief

DocuSigned by:
 9/19/2023
1246635CC7F7471...
JAIMIE VILCHES
President

RECOMMENDED FOR ADMINISTRATIVE COMMITTEE APPROVAL

DAN HARKER, Fire Chief, Loma Linda Fire Dept
Administrative Committee Chair

Date

APPENDIX B – SALARY CLASSIFICATIONS

JOB CODE	CLASSIFICATION TITLE	UNIT	RANGE
FD-46227	Call Taker	ESU	AV0
FD-44816	Dispatcher Trainee	ESU	AVT
FD-44813	Dispatcher	ESU	AV3
FD-44814	Supervising Dispatcher	ESU	AV7

APPENDIX C – SALARY SCHEDULE

Effective 08/26/2023 - 10.00% Equity Adjustment

Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
46227 - Call Taker															
AVO	Hourly	\$ 20.85	\$ 21.37	\$ 21.88	\$ 22.41	\$ 22.99	\$ 23.56	\$ 24.15	\$ 24.73	\$ 25.34	\$ 25.96	\$ 26.58	\$ 27.23	\$ 27.90	\$ 28.60
	Bi-Weekly	\$ 1,668.00	\$ 1,709.60	\$ 1,750.40	\$ 1,792.80	\$ 1,839.20	\$ 1,884.80	\$ 1,932.00	\$ 1,978.40	\$ 2,027.20	\$ 2,076.80	\$ 2,126.40	\$ 2,178.40	\$ 2,232.00	\$ 2,288.00
	Monthly	\$ 3,614.00	\$ 3,704.13	\$ 3,792.53	\$ 3,884.40	\$ 3,984.93	\$ 4,083.73	\$ 4,186.00	\$ 4,286.53	\$ 4,392.27	\$ 4,499.73	\$ 4,607.20	\$ 4,719.87	\$ 4,836.00	\$ 4,957.33
	Annual	\$ 43,368.00	\$ 44,449.60	\$ 45,510.40	\$ 46,612.80	\$ 47,819.20	\$ 49,004.80	\$ 50,232.00	\$ 51,438.40	\$ 52,707.20	\$ 53,996.80	\$ 55,286.40	\$ 56,638.40	\$ 58,032.00	\$ 59,488.00
44816 -Dispatcher Trainee															
AVT	Hourly	\$ 24.71	\$ 25.31	\$ 25.94	\$ 26.57	\$ 27.23	\$ 27.90	\$ 28.59	\$ 29.29	\$ 30.01	\$ 30.80	\$ 31.53	\$ 32.31	\$ 33.08	
	Bi-Weekly	\$ 1,976.80	\$ 2,024.80	\$ 2,075.20	\$ 2,125.60	\$ 2,178.40	\$ 2,232.00	\$ 2,287.20	\$ 2,343.20	\$ 2,400.80	\$ 2,464.00	\$ 2,522.40	\$ 2,584.80	\$ 2,646.40	
	Monthly	\$ 4,283.07	\$ 4,387.07	\$ 4,496.27	\$ 4,605.47	\$ 4,719.87	\$ 4,836.00	\$ 4,955.60	\$ 5,076.93	\$ 5,201.73	\$ 5,338.67	\$ 5,465.20	\$ 5,600.40	\$ 5,733.87	
	Annual	\$ 51,396.80	\$ 52,644.80	\$ 53,955.20	\$ 55,265.60	\$ 56,638.40	\$ 58,032.00	\$ 59,467.20	\$ 60,923.20	\$ 62,420.80	\$ 64,064.00	\$ 65,582.40	\$ 67,204.80	\$ 68,806.40	
44813 - Dispatcher															
AV3	Hourly	\$ 28.55	\$ 29.24	\$ 29.95	\$ 30.71	\$ 31.49	\$ 32.27	\$ 33.03	\$ 33.85	\$ 34.68	\$ 35.56	\$ 36.42	\$ 37.33	\$ 38.26	\$ 39.19
	Bi-Weekly	\$ 2,284.00	\$ 2,339.20	\$ 2,396.00	\$ 2,456.80	\$ 2,519.20	\$ 2,581.60	\$ 2,642.40	\$ 2,708.00	\$ 2,774.40	\$ 2,844.80	\$ 2,913.60	\$ 2,986.40	\$ 3,060.80	\$ 3,135.20
	Monthly	\$ 4,948.67	\$ 5,068.27	\$ 5,191.33	\$ 5,323.07	\$ 5,458.27	\$ 5,593.47	\$ 5,725.20	\$ 5,867.33	\$ 6,011.20	\$ 6,163.73	\$ 6,312.80	\$ 6,470.53	\$ 6,631.73	\$ 6,792.93
	Annual	\$ 59,384.00	\$ 60,819.20	\$ 62,296.00	\$ 63,876.80	\$ 65,499.20	\$ 67,121.60	\$ 68,702.40	\$ 70,408.00	\$ 72,134.40	\$ 73,964.80	\$ 75,753.60	\$ 77,646.40	\$ 79,580.80	\$ 81,515.20
44814 - Supervising Dispatcher															
AV7	Hourly	\$ 32.99	\$ 33.79	\$ 34.63	\$ 35.46	\$ 36.36	\$ 37.28	\$ 38.16	\$ 39.13	\$ 40.08	\$ 41.09	\$ 42.13	\$ 43.13	\$ 44.21	\$ 45.33
	Bi-Weekly	\$ 2,639.20	\$ 2,703.20	\$ 2,770.40	\$ 2,836.80	\$ 2,908.80	\$ 2,982.40	\$ 3,052.80	\$ 3,130.40	\$ 3,206.40	\$ 3,287.20	\$ 3,370.40	\$ 3,450.40	\$ 3,536.80	\$ 3,626.40
	Monthly	\$ 5,718.27	\$ 5,856.93	\$ 6,002.53	\$ 6,146.40	\$ 6,302.40	\$ 6,461.87	\$ 6,614.40	\$ 6,782.53	\$ 6,947.20	\$ 7,122.27	\$ 7,302.53	\$ 7,475.87	\$ 7,663.07	\$ 7,857.20
	Annual	\$ 68,619.20	\$ 70,283.20	\$ 72,030.40	\$ 73,756.80	\$ 75,628.80	\$ 77,542.40	\$ 79,372.80	\$ 81,390.40	\$ 83,366.40	\$ 85,467.20	\$ 87,630.40	\$ 89,710.40	\$ 91,956.80	\$ 94,286.40

Emergency Services Unit

2022 - 2025

Item 9.

Effective 02/24/2024 - 3.00% Across the Board Increase

Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
46227 - Call Taker															
AVO	Hourly	\$ 21.48	\$ 22.01	\$ 22.54	\$ 23.08	\$ 23.68	\$ 24.27	\$ 24.87	\$ 25.47	\$ 26.10	\$ 26.74	\$ 27.38	\$ 28.05	\$ 28.74	\$ 29.46
	Bi-Weekly	\$ 1,718.40	\$ 1,760.80	\$ 1,803.20	\$ 1,846.40	\$ 1,894.40	\$ 1,941.60	\$ 1,989.60	\$ 2,037.60	\$ 2,088.00	\$ 2,139.20	\$ 2,190.40	\$ 2,244.00	\$ 2,299.20	\$ 2,356.80
	Monthly	\$ 3,723.20	\$ 3,815.07	\$ 3,906.93	\$ 4,000.53	\$ 4,104.53	\$ 4,206.80	\$ 4,310.80	\$ 4,414.80	\$ 4,524.00	\$ 4,634.93	\$ 4,745.87	\$ 4,862.00	\$ 4,981.60	\$ 5,106.40
	Annual	\$ 44,678.40	\$ 45,780.80	\$ 46,883.20	\$ 48,006.40	\$ 49,254.40	\$ 50,481.60	\$ 51,729.60	\$ 52,977.60	\$ 54,288.00	\$ 55,619.20	\$ 56,950.40	\$ 58,344.00	\$ 59,779.20	\$ 61,276.80
44816 -Dispatcher Trainee															
AVT	Hourly	\$ 25.45	\$ 26.07	\$ 26.72	\$ 27.37	\$ 28.05	\$ 28.74	\$ 29.45	\$ 30.17	\$ 30.91	\$ 31.72	\$ 32.48	\$ 33.28	\$ 34.07	
	Bi-Weekly	\$ 2,036.00	\$ 2,085.60	\$ 2,137.60	\$ 2,189.60	\$ 2,244.00	\$ 2,299.20	\$ 2,356.00	\$ 2,413.60	\$ 2,472.80	\$ 2,537.60	\$ 2,598.40	\$ 2,662.40	\$ 2,725.60	
	Monthly	\$ 4,411.33	\$ 4,518.80	\$ 4,631.47	\$ 4,744.13	\$ 4,862.00	\$ 4,981.60	\$ 5,104.67	\$ 5,229.47	\$ 5,357.73	\$ 5,498.13	\$ 5,629.87	\$ 5,768.53	\$ 5,905.47	
	Annual	\$ 52,936.00	\$ 54,225.60	\$ 55,577.60	\$ 56,929.60	\$ 58,344.00	\$ 59,779.20	\$ 61,256.00	\$ 62,753.60	\$ 64,292.80	\$ 65,977.60	\$ 67,558.40	\$ 69,222.40	\$ 70,865.60	
44813 - Dispatcher															
AV3	Hourly	\$ 29.41	\$ 30.12	\$ 30.85	\$ 31.63	\$ 32.43	\$ 33.24	\$ 34.02	\$ 34.87	\$ 35.72	\$ 36.63	\$ 37.51	\$ 38.45	\$ 39.41	\$ 40.37
	Bi-Weekly	\$ 2,352.80	\$ 2,409.60	\$ 2,468.00	\$ 2,530.40	\$ 2,594.40	\$ 2,659.20	\$ 2,721.60	\$ 2,789.60	\$ 2,857.60	\$ 2,930.40	\$ 3,000.80	\$ 3,076.00	\$ 3,152.80	\$ 3,229.60
	Monthly	\$ 5,097.73	\$ 5,220.80	\$ 5,347.33	\$ 5,482.53	\$ 5,621.20	\$ 5,761.60	\$ 5,896.80	\$ 6,044.13	\$ 6,191.47	\$ 6,349.20	\$ 6,501.73	\$ 6,664.67	\$ 6,831.07	\$ 6,997.47
	Annual	\$ 61,172.80	\$ 62,649.60	\$ 64,168.00	\$ 65,790.40	\$ 67,454.40	\$ 69,139.20	\$ 70,761.60	\$ 72,529.60	\$ 74,297.60	\$ 76,190.40	\$ 78,020.80	\$ 79,976.00	\$ 81,972.80	\$ 83,969.60
44814 - Supervising Dispatcher															
AV7	Hourly	\$ 33.98	\$ 34.80	\$ 35.67	\$ 36.52	\$ 37.45	\$ 38.40	\$ 39.30	\$ 40.30	\$ 41.28	\$ 42.32	\$ 43.39	\$ 44.42	\$ 45.54	\$ 46.69
	Bi-Weekly	\$ 2,718.40	\$ 2,784.00	\$ 2,853.60	\$ 2,921.60	\$ 2,996.00	\$ 3,072.00	\$ 3,144.00	\$ 3,224.00	\$ 3,302.40	\$ 3,385.60	\$ 3,471.20	\$ 3,553.60	\$ 3,643.20	\$ 3,735.20
	Monthly	\$ 5,889.87	\$ 6,032.00	\$ 6,182.80	\$ 6,330.13	\$ 6,491.33	\$ 6,656.00	\$ 6,812.00	\$ 6,985.33	\$ 7,155.20	\$ 7,335.47	\$ 7,520.93	\$ 7,699.47	\$ 7,893.60	\$ 8,092.93
	Annual	\$ 70,678.40	\$ 72,384.00	\$ 74,193.60	\$ 75,961.60	\$ 77,896.00	\$ 79,872.00	\$ 81,744.00	\$ 83,824.00	\$ 85,862.40	\$ 88,025.60	\$ 90,251.20	\$ 92,393.60	\$ 94,723.20	\$ 97,115.20

Emergency Services Unit

2022 - 2025

Item 9.

Effective 07/27/2024 - 2.50% Equity

Range		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
46227 - Call Taker															
AVO	Hourly	\$ 22.02	\$ 22.56	\$ 23.10	\$ 23.66	\$ 24.27	\$ 24.88	\$ 25.49	\$ 26.11	\$ 26.75	\$ 27.41	\$ 28.06	\$ 28.75	\$ 29.46	\$ 30.20
	Bi-Weekly	\$ 1,761.60	\$ 1,804.80	\$ 1,848.00	\$ 1,892.80	\$ 1,941.60	\$ 1,990.40	\$ 2,039.20	\$ 2,088.80	\$ 2,140.00	\$ 2,192.80	\$ 2,244.80	\$ 2,300.00	\$ 2,356.80	\$ 2,416.00
	Monthly	\$ 3,816.80	\$ 3,910.40	\$ 4,004.00	\$ 4,101.07	\$ 4,206.80	\$ 4,312.53	\$ 4,418.27	\$ 4,525.73	\$ 4,636.67	\$ 4,751.07	\$ 4,863.73	\$ 4,983.33	\$ 5,106.40	\$ 5,234.67
	Annual	\$ 45,801.60	\$ 46,924.80	\$ 48,048.00	\$ 49,212.80	\$ 50,481.60	\$ 51,750.40	\$ 53,019.20	\$ 54,308.80	\$ 55,640.00	\$ 57,012.80	\$ 58,364.80	\$ 59,800.00	\$ 61,276.80	\$ 62,816.00
44816 -Dispatcher Trainee															
AVT	Hourly	\$ 26.09	\$ 26.72	\$ 27.39	\$ 28.05	\$ 28.75	\$ 29.46	\$ 30.19	\$ 30.92	\$ 31.68	\$ 32.51	\$ 33.29	\$ 34.11	\$ 34.92	
	Bi-Weekly	\$ 2,087.20	\$ 2,137.60	\$ 2,191.20	\$ 2,244.00	\$ 2,300.00	\$ 2,356.80	\$ 2,415.20	\$ 2,473.60	\$ 2,534.40	\$ 2,600.80	\$ 2,663.20	\$ 2,728.80	\$ 2,793.60	
	Monthly	\$ 4,522.27	\$ 4,631.47	\$ 4,747.60	\$ 4,862.00	\$ 4,983.33	\$ 5,106.40	\$ 5,232.93	\$ 5,359.47	\$ 5,491.20	\$ 5,635.07	\$ 5,770.27	\$ 5,912.40	\$ 6,052.80	
	Annual	\$ 54,267.20	\$ 55,577.60	\$ 56,971.20	\$ 58,344.00	\$ 59,800.00	\$ 61,276.80	\$ 62,795.20	\$ 64,313.60	\$ 65,894.40	\$ 67,620.80	\$ 69,243.20	\$ 70,948.80	\$ 72,633.60	
44813 - Dispatcher															
AV3	Hourly	\$ 30.15	\$ 30.87	\$ 31.62	\$ 32.42	\$ 33.24	\$ 34.07	\$ 34.87	\$ 35.74	\$ 36.61	\$ 37.55	\$ 38.45	\$ 39.41	\$ 40.40	\$ 41.38
	Bi-Weekly	\$ 2,412.00	\$ 2,469.60	\$ 2,529.60	\$ 2,593.60	\$ 2,659.20	\$ 2,725.60	\$ 2,789.60	\$ 2,859.20	\$ 2,928.80	\$ 3,004.00	\$ 3,076.00	\$ 3,152.80	\$ 3,232.00	\$ 3,310.40
	Monthly	\$ 5,226.00	\$ 5,350.80	\$ 5,480.80	\$ 5,619.47	\$ 5,761.60	\$ 5,905.47	\$ 6,044.13	\$ 6,194.93	\$ 6,345.73	\$ 6,508.67	\$ 6,664.67	\$ 6,831.07	\$ 7,002.67	\$ 7,172.53
	Annual	\$ 62,712.00	\$ 64,209.60	\$ 65,769.60	\$ 67,433.60	\$ 69,139.20	\$ 70,865.60	\$ 72,529.60	\$ 74,339.20	\$ 76,148.80	\$ 78,104.00	\$ 79,976.00	\$ 81,972.80	\$ 84,032.00	\$ 86,070.40
44814 - Supervising Dispatcher															
AV7	Hourly	\$ 34.83	\$ 35.67	\$ 36.56	\$ 37.43	\$ 38.39	\$ 39.36	\$ 40.28	\$ 41.31	\$ 42.31	\$ 43.38	\$ 44.47	\$ 45.53	\$ 46.68	\$ 47.86
	Bi-Weekly	\$ 2,786.40	\$ 2,853.60	\$ 2,924.80	\$ 2,994.40	\$ 3,071.20	\$ 3,148.80	\$ 3,222.40	\$ 3,304.80	\$ 3,384.80	\$ 3,470.40	\$ 3,557.60	\$ 3,642.40	\$ 3,734.40	\$ 3,828.80
	Monthly	\$ 6,037.20	\$ 6,182.80	\$ 6,337.07	\$ 6,487.87	\$ 6,654.27	\$ 6,822.40	\$ 6,981.87	\$ 7,160.40	\$ 7,333.73	\$ 7,519.20	\$ 7,708.13	\$ 7,891.87	\$ 8,091.20	\$ 8,295.73
	Annual	\$ 72,446.40	\$ 74,193.60	\$ 76,044.80	\$ 77,854.40	\$ 79,851.20	\$ 81,868.80	\$ 83,782.40	\$ 85,924.80	\$ 88,004.80	\$ 90,230.40	\$ 92,497.60	\$ 94,702.40	\$ 97,094.40	\$ 99,548.80

**CONFIRE****STAFF REPORT****DATE: September 26, 2023****FROM: Nathan Cooke
Interim Director****TO: CONFIRE Administrative Committee**

SUBJECT: CONFIRE/County of San Bernardino Services Agreement

Recommendation

It is recommended that the CONFIRE Administrative Committee accept and file the updated CONFIRE/County of San Bernardino Services Agreement.

Background Information

The CONFIRE Board of Directors and the Administrative Committee gave CONFIRE Staff authorization to work with the County of San Bernardino to negotiate and execute the final services agreement, between CONFIRE and the County of San Bernardino.

The final version of the agreement was approved by the San Bernardino County Board of Supervisors on September 12, 2023. The agreement went into effect on September 9, 2023 and will expire on June 30, 2026.

CONFIRE Staff initiated discussions and negotiations with the County of San Bernardino in 2022, pertaining to solidifying a formal agreement for the services being provided by the County, to CONFIRE.

These services include Human Resources, Labor Negotiations, Classification and Compensation Studies, Equal Employment Opportunity, Employee Benefits, Employee Health and Wellness Services and Pre-Placement Physicals, Performance, Education and Resource Centers, Employee Management and Compensations System Processing and Development Team Services, County Auditor-Controller/Treasurer/Tax Collector Services, and County Purchasing Department Services.

Fiscal Impact

The costs associated with this agreement will fluctuate annually and are based on the actual services requested by CONFIRE each year. It is estimated that the cost will range from \$250,000-\$300,000 annually.

These costs have already been included in the FY-23/24 budget.

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
23-1008

SAP Number

County Administrative Office

Department Contract Representative	Shannon Bailey
Telephone Number	(909) 387-3102
Contractor	Consolidated Fire Agencies Joint Powers Authority (CONFIRE)
Contractor Representative	Nathan Cooke
Telephone Number	(909) 356-2377
Contract Term	September 9, 2023 through June 30, 2026
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	7204001000, 7202001000, 7203201000 HR

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the Consolidated Fire Agencies Joint Powers Authority (CONFIRE) currently receives various services from San Bernardino County (County); and

WHEREAS, the County is not a member of CONFIRE; and

WHEREAS, the County has the skills, knowledge, experience and expertise to effectively provide the services identified in this Contract to CONFIRE; and

WHEREAS, CONFIRE desires that the County provide CONFIRE the services identified in this Contract; and

WHEREAS, the County agrees to perform the services identified in this Contract as set forth below.

NOW, THEREFORE, CONFIRE and the County mutually agree to the following terms and conditions:

A. DEFINITIONS

- A.1** "ATC" shall mean the County's Auditor-Controller/Treasurer/Tax Collector.
- A.2** "CONFIRE" is the Consolidated Fire Agencies Joint Powers Authority (JPA).
- A.3** "Contract" refers to this contract by and between CONFIRE and San Bernardino County for services.
- A.4** "County" refers to San Bernardino County.
- A.5** "County HR" refers to the County's Human Resources Department.
- A.6** "County Fee Ordinance" means the current fees adopted by the County's Board of Supervisors. The County Fee Ordinance is codified in Title 1, Division 6 of the San Bernardino County Code.
- A.7** "COWCAP" is the Countywide Cost Allocation Plan. COWCAP is a plan required by the federal government in order for the County to receive reimbursement for general fund allowable indirect costs associated with federal and state mandated activities. The annual COWCAP proposal is prepared in accordance with Office of Management and Budget's Uniform Guidance 2 CFR Part 200 (formerly OMB Circular A-87). The COWCAP is reviewed, negotiated and approved by the cognizant Federal agency. In California, the State Controller's Office acts on behalf of the Federal Government. The COWCAP charges consist of two cost components: (1) general costs: computer software/equipment depreciation, building depreciation, and utilities, and (2) Central Service units. Real Estate COWCAP costs (building depreciation, utilities, rent, and facilities management) are covered under the current lease agreements between the County and CONFIRE will not be billed under this Contract for Real Estate COWCAP costs.
- A.8** "Party" or "Parties" shall mean CONFIRE and County.

B. COUNTY RESPONSIBILITIES

B.1 County Human Resources Services.

County HR shall provide the following human resources services to CONFIRE under this Contract.

- B.1.1** Provide two (2) .50 Full Time Equivalent (FTE) employees to provide human resources coordination and consultation services to CONFIRE and work closely with CONFIRE managers to meet their human resources needs. The two FTE shall be one in each of the following classifications: Human Resources Business Partner and Human Resources Analyst. On a monthly basis, CONFIRE shall reimburse County in accordance with Section E. CONFIRE shall have no role in the supervision of County employees. The services provided and/or coordinated, by these two (2) .50 FTE employees, include:
- a.** Advise CONFIRE Executive Director or designee, management and supervisors in the development, administration, and interpretation of the Memorandum of Understanding (MOU), compensation plans, personnel rules, employee relations resolutions, CONFIRE human resources and employment policies, and compliance with labor and employment laws and regulations.
 - b.** Advise management on grievances and disciplinary actions and serve as a management advocate at formal and/or informal grievance arbitration hearings and pre-disciplinary and post-disciplinary hearings. Hearings related to charges of an Unfair Labor Practice are excluded. Management advocacy does not include legal representation.

- c. Conduct investigations into employee misconduct. County HR reserves the right to recommend that CONFIRE retain an outside investigator at CONFIRE expense.
- d. Work directly with union representatives and officials to exchange information regarding human resources and administrative issues or policies; receive complaints and take appropriate action to resolve issues.
- e. Conduct full-scope recruitment including developing test materials, preparing job announcements and recruitment plans according to the needs of CONFIRE, analyzing applicants' qualifications and test performances, evaluating test results, conducting comprehensive background checks, and on-boarding new employees.
- f. Process the "Special Transfer Request Between Two Companies" ("Special Request") when CONFIRE employees move positions to County employment, or County employees transfer to CONFIRE.
- g. Staff transferred under this Special Request shall maintain original hire date, service hours, and time accruals unless otherwise stated or restricted in the applicable MOU or ordinance which shall control over this term.
- h. Direct the compliance and ethics program consistent with applicable laws, organizational rules, and values.
- i. Develop training programs and materials and provide human resources training as requested by CONFIRE.
- j. Manage and/or conduct any special employment or human resources related projects as directed by CONFIRE.
- k. Manage CONFIRE official employee records according to industry best practice.
- l. Services provided by other County HR and/or County departments/divisions shall be invoiced to CONFIRE as set forth in Section E. The HR FTE's assigned to CONFIRE, identified above in this Section B.1.1 may assist in coordinating some or all of these services as part of their assigned role.

B.1.2 Labor Negotiations, Classification and Compensation Studies

County HR shall direct and conduct activities related to the administration of labor and employee relations programs such as collective bargaining and union relations. County HR services provided under this Contract do not include representation in defense of unfair labor practice charges.

- a. Collective Bargaining authority shall be directed by CONFIRE through its Executive Director, Governing Board and Administrative Committee.
- b. County HR shall conduct compensation surveys and assist in development of new compensation systems and recommend reorganization of functions, systems, and personnel as appropriate.
- c. County HR shall conduct job analyses for recruitment and classification purposes; identify critical tasks and responsibilities; determine the minimum

requirements necessary to perform the job, including physical requirements; determine similarity with other internal or external positions.

B.1.3 Equal Employment Opportunity (EEO) Services

County HR shall provide information and services to ensure Equal Employment Opportunity for all employees and applicants; conduct investigations of discrimination and harassment in accordance with state and federal laws. County HR reserves the right to recommend that CONFIRE retain an outside investigator at CONFIRE expense. CONFIRE is responsible for providing their own legal representation for EEO matters.

B.1.4 Employee Benefits

County HR shall administer CONFIRE employee benefits in accordance with applicable MOU or compensation plans. On a quarterly basis, CONFIRE shall reimburse County for these services as set forth in Section E. The allocation basis used to derive CONFIRE's share of employee benefits administration cost is a rate based on FTE.

B.1.5 Employee Health and Wellness Services and Pre-Placement Physicals

On a request basis, County HR shall provide physical examinations, pre-placement physicals, occupational medicine services, and fitness-for-duty evaluations for all non-Workers' Compensation related matters. The Human Resources Department shall invoice CONFIRE for these services and CONFIRE shall reimburse County for the cost of services provided as outlined in Section E. For Workers' Compensation matters, CONFIRE will utilize medical services affiliated with their contracted Workers' Compensation provider.

B.1.6 Performance, Education and Resource Centers (PERC)

County shall provide CONFIRE with employee development and training services, as requested by CONFIRE. County shall invoice CONFIRE on a per-class basis based on the published price of classes taken by CONFIRE employees. All costs for these services will be charged through PERC and CONFIRE shall reimburse the County fund for these actual costs.

B.1.7 EMACS Processing and Development Team Services

County's Employee Management and Compensation System (EMACS) is integral to providing payroll services. County HR shall complete transaction processing for CONFIRE (including JARS, steps, new hires/terminations, labor distribution reports, etc.). The County's EMACS Manager shall provide CONFIRE with access to e-Time and Self-Service as well as technical and functional support services necessary to implement pay and/or benefits, subject to and conditioned upon the following provisions and limitations:

- a. Requests for Services must be made directly to the EMACS Manager, and received in a timely manner, in order to be considered for processing.
- b. Requests for additional programming services for changes not included in services provided by EMACS may be provided and billed separately by the County's Innovation and Technology Department (ITD).
- c. System upgrades or services outside of those stated in this Section B.1.7 may require additional EMACS work to maintain or rebuild programming changes previously requested by CONFIRE. The Human Resources Department shall invoice CONFIRE and CONFIRE shall reimburse County for the cost of services provided based on the adopted County Fee Ordinance for these services.

B.2 County Auditor-Controller/Treasurer/Tax Collector (ATC) Services.

County shall provide the following ATC services to CONFIRE under this Contract:

B.2.1 Accounts Payable / General Accounting

ATC shall process for CONFIRE transactions for disbursements, reimbursements, deposits and adjustments to CONFIRE's fund(s), as well as permit CONFIRE access to County Enterprise Resource Planning (ERP) system.

B.2.2 Payroll Services

ATC shall provide CONFIRE with payroll services consistent with the level of services provided to County departments. ATC payroll services include:

- a. Issuing standard Payroll reports
- b. Tax reporting and accounting services as prescribed by the IRS, State Franchise Tax Board, and State Employment Development Department
- c. Enhanced tax reporting to accommodate IRS provisions under 26 U.S. Code Section 4980H – Shared Responsibility for Employers Regarding Health Coverage, which includes independent, CONFIRE-specific, filing and reporting of the following:
 - i. Tax returns
 - ii. Tax deposits
 - iii. Transfers
 - iv. Trust fund reconciliation
 - v. Payroll tax adjustments
- d. Payroll direct deposits and warrants
- e. Both accounting and payroll services include central files/documents/retention of transaction records; verification of data integrity and signature authorization; error corrections, and other processes normally associated with these services. For purposes of this Contract, the phrase "data integrity" represents and includes all data needed to process documents and assurance that all system codes are complete and valid.
- f. CONFIRE shall designate a staff member to serve as their Payroll Specialist to manage day to day payroll operations within EMACS. This includes:
 - i. Preparing, reviewing, and verifying documents related to payroll and benefit transactions.
 - ii. Verifying, adjusting, and reconciling payroll records and time sheets.
 - iii. Orienting new employees to CONFIRE payroll and EMACS procedures.
 - iv. Providing required documents for completion of the hiring and enrollment of staff, arrange for pre-employment physicals, background checks, and other processes prior to hire.
 - v. Conducting research and prepare reports of payroll records as requested.

CONFIRE is responsible for compliance requirements under the provisions of 26 U.S. Code Section 4980H.

B.2.3 SAP Center of Excellence Services

The SAP Center of Excellence shall provide CONFIRE with access to limited SAP modules as well as technical and functional support services (services) necessary to initiate requests for disbursements, reimbursements and adjustments, subject to and conditioned upon the following provisions and limitations:

- a. Requests for services must be made directly to the SAP Center of Excellence Division Chief, and received in a timely manner, in order to be considered for processing
- b. Requests for additional programming services for changes not included in services provided by SAP Center of Excellence may be billed separately.
- c. System upgrades or services outside of those stated in B.2.3, may require additional SAP Center of Excellence work to maintain or rebuild programming changes previously requested by CONFIRE. If such work is warranted, CONFIRE shall pay for the additional work required on the same basis on which the original change was accomplished.

B.2.4 Additional Accounting and Auditing Services

Any accounting and auditing services not addressed in this Contract shall be performed only if agreed to by the parties by amendment pursuant to Section C.2 of this Contract.

B.2.5 Exclusions

Notwithstanding the previous paragraphs, pursuant to CONFIRE's direction and as a consequence of CONFIRE transferring accounting information, CONFIRE and ATC agree that the following services are not included in this Contract:

- a. Providing and maintaining ATC VISA cards
- b. Issuing County fixed asset tags and related fixed asset reporting
- c. Detecting and investigating fraud and/or cash losses
- d. Developing personnel billing rates/Indirect Cost Rate Proposals (ICRPs)
- e. Preparing audited financial statements. CONFIRE acknowledges that as a separate legal entity from County, CONFIRE is not included within the audited financial statements of County.

B.3 County Purchasing Department Services. County shall provide the following Purchasing Department services to CONFIRE:

B.3.1 Mail/Courier services will be provided by the County's Purchasing Department to CONFIRE on the same basis as that provided to County departments. All costs for these services will be charged through the internal service funds. The County shall provide monthly and/or quarterly reports justifying costs charged to CONFIRE, and CONFIRE shall reimburse the internal service fund for these actual costs.

B.3.2 Surplus Property and Storage services will be provided by the County's Purchasing Department to CONFIRE on the same basis as that provided to County departments. All costs for these services will be charged through the internal service funds. CONFIRE shall reimburse the internal service fund for these actual costs.

B.4 Printing Services.

Printing services will be provided by County to CONFIRE on the same basis as that provided to County departments. All costs for these services will be charged through the internal service funds. CONFIRE shall reimburse the internal service fund for these actual costs.

B.5 Innovation and Technology.

County shall allow CONFIRE the continued use of the Countywide Geographic Information System (GIS). Costs for this access are included in the County's State of California approved COWCAP charges. This MOU shall not affect or supersede any ITD contracts currently in effect between County and CONFIRE.

B.6 Services not addressed in this Contract shall be performed only if agreed to by the parties by amendment pursuant to Section C.2 of this Contract.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Both Parties agree any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of CONFIRE and County.

C.3 Contract Assignability

Without the prior written consent of both Parties, the Contract is not assignable by County or CONFIRE either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any Party's rights hereunder, each Party shall bear its own costs and attorney's fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a Party hereto and payable under Indemnification and Insurance Requirements.

C.6 Change of Address

Both Parties shall notify the other Party in writing, of any change in mailing address within ten (10) business days of the change.

C.7 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C.8 Confidentiality

Both Parties shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Neither Party shall use or disclose any identifying information for any other purpose other than carrying out County's obligations under this Contract, except as may be otherwise required by law. No protected health information, as defined and governed by Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, will be provided by CONFIRE to County under this MOU. This provision will remain in force even after the termination of the Contract.

C.9 Primary Point of Contact

CONFIRE will designate an individual to serve as the primary point of contact for the Contract. CONFIRE or designee must respond to County inquiries within two (2) business days. CONFIRE shall not change the primary contact without written acknowledgement to the County. CONFIRE will also designate a back-up point of contact in the event the primary contact is not available.

C.10 County Representative

The Chief Executive Officer or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work provided by County. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

C.11 Reserved

C.12 Debarment and Suspension

CONFIRE certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). CONFIRE further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.13 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.14 Employment Discrimination

During the term of the Contract, CONFIRE shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. CONFIRE shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.15 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires CONFIRE to use recycled paper for any printed or photocopied material created as a result of this Contract. CONFIRE is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), CONFIRE must be able to annually report the County's environmentally preferable purchases. CONFIRE must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.16 Improper Influence

Both Parties shall make all reasonable efforts to ensure that no County or CONFIRE officer or employee, whose position in the County or CONFIRE, respectively, enables that person to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the other Party or officer or employee of the other Party.

C.17 Improper Consideration

Both Parties shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the other Party in an attempt to secure favorable treatment regarding this Contract.

Both Parties, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the other Party with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

The Party shall immediately report any attempt by an officer, employee or agent of the other Party to solicit (either directly or through an intermediary) improper consideration from the Party. The report shall be made to the supervisor or manager charged with supervision of the employee or, for the County, to the County Administrative Office. In the event of a termination under this provision, the Party that terminates the Contract is entitled to pursue any available legal remedies.

C.18 Informal Dispute Resolution

In the event that either Party determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

C.19 Legality and Severability

The Parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.20 Licenses, Permits and/or Certifications

The Parties shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Parties shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. The Parties shall provide immediate notice of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.21 Material Misstatement/Misrepresentation

If during the course of the administration of this Contract, a Party determines that there has been a material misstatement or misrepresentation or that materially inaccurate information, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the Parties are entitled to pursue any available legal remedies.

C.22 Mutual Covenants

The Parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.23 Nondisclosure

Both Parties shall hold as confidential and use reasonable care to prevent unauthorized access by storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) exchanged between the Parties or their agents, or otherwise made available in connection with this Contract; or, (2) acquired, obtained, or learned by the Parties or their agents in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.24 Notice of Delays

Except as otherwise provided herein, when either Party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other Party.

C.25 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by County pursuant to the Contract shall be considered property of CONFIRE upon payment for services (and products, if applicable). All such items shall be delivered to CONFIRE at the completion of work under the Contract, subject to the requirements of Section D–Term of the Contract. Unless otherwise directed by CONFIRE, County may retain copies of such items.

C.26 Air, Water Pollution Control, Safety and Health

Both Parties shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.27 Records

Both Parties shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Parties' personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.28 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.29 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or CONFIRE's relationship with County may be made or used without prior written approval of both Parties.

C.30 Representation of the County

In the performance of this Contract, County, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of CONFIRE.

C.31 Strict Performance

Failure by a Party to insist upon the strict performance of any of the provisions of this Contract by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Contract thereafter.

C.32 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon CONFIRE or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. CONFIRE and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by CONFIRE for County.

C.33 Termination for Convenience

The County and CONFIRE each reserve the right to terminate the Contract, for any reason, with one (1) year written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to County for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice County shall discontinue services unless the notice directs otherwise. County shall deliver promptly to CONFIRE and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.33.1 CONFIRE has the right to terminate individual services with sixty (60) days written notice, if the cost for those individual services as described in the Board approved Fee Ordinance, and/or wages for staff (as outlined in their MOU or compensation plan), increases by more than 10% in a fiscal year. Any termination of service will require an amendment to this agreement.

C.33.2 Termination of individual services covered under COWCAP, requires CONFIRE to notify ATC and the impacted department (HR and/or ITD) with 60 days' notice.

C.34 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.35 Venue

The Parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The Parties agree that the venue of any action or claim brought by any Party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each Party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-Party and filed in another venue, the Parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.36 Conflict of Interest

CONFIRE shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. CONFIRE shall make a reasonable effort to prevent employees, CONFIRE, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom CONFIRE's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.37 Former County Administrative Officials

CONFIRE agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent CONFIRE. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of CONFIRE. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.38 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from CONFIRE. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. CONFIRE also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

CONFIRE is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, CONFIRE will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, CONFIRE is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, CONFIRE will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

D. TERM OF CONTRACT

This Contract is effective September 9, 2023 and expires June 30, 2026, but may be terminated earlier in accordance with provisions of this Contract.

E. CONFIRE RESPONSIBILITIES AND COST OF SERVICES

E.1 Cost of Services: For County HR services identified in Section B.1 of this Contract:

- E.1.1** CONFIRE shall provide County all necessary information for County to provide these services to CONFIRE.
- E.1.2** For the staff services described in Section B.1.1, the actual costs for these employees will be tracked in EMACS and invoiced monthly by County and paid by CONFIRE as described in Section B.1.1.
- E.1.3** For the Employee Benefits services described in Sections B.1.4, CONFIRE shall pay the Department Recharge Rate which will be invoiced quarterly by County and based on CONFIRE FTEs.
- E.1.4** For the County Employee Health and Wellness services described in Section B.1.5, the services will be invoiced by County and paid by CONFIRE on a monthly basis as CONFIRE utilizes these services, at the rate listed in the Fee Ordinance as approved by the County's Board of Supervisors.
- E.1.5** For the training services provided by PERC, as described in Section B.1.6, the actual costs for these services will be invoiced by County and paid by CONFIRE on an as-used basis.
- E.1.6** For the EMACS Team services as described in Section B.1.7, the County will charge CONFIRE on a quarterly basis as established by the County's State of California approved COWCAP through a Journal Entry
- E.1.7** Additional EMACS Team services, beyond what is outlined in Section B.1.7, performed on behalf of CONFIRE will be billed based on the adopted County Fee Ordinance for services on an as-used basis.
- E.1.8** Unless otherwise indicated, other Human Resources services described in this MOU which are not identified in the County's Board-approved Fee Ordinance, shall be charged by County and paid by CONFIRE on a quarterly basis established by the County's State of California approved COWCAP. COWCAP charges will be adjusted annually reflecting the County's current State of California approved COWCAP and such adjustments shall constitute an automatic amendment to this contract.

E.2 Funding: For County ATC services identified in Section B.2 of this Contract:

- E.2.1** CONFIRE agrees to maintain a positive cash balance in its fund(s) at all times to meet its disbursement needs.
- E.2.2** CONFIRE agrees to fully fund all salary and benefit costs for CONFIRE employees. CONFIRE shall at all times maintain at a minimum, the equivalent of 150 percent of one pay period's salary and benefit costs on deposit with the County. This funding level represents estimated CONFIRE salary and benefit costs and allows for periods of unusually high salary amounts, typically associated with payouts and unexpected overtime. If such fluctuations are anticipated in an upcoming pay period, CONFIRE agrees to monitor and adjust its funding level, accordingly.
- E.2.3** CONFIRE agrees to fund its annual service cost billing. CONFIRE shall at all times maintain 10 percent above their existing operating costs along with any reserves that they maintain, on deposit with the County.

- E.2.4** If a cash deficit occurs, County requires and CONFIRE agrees to deposit, sufficient funds in its fund(s) the earlier of these two timeframes:
- a. Within 72 hours of receipt of written notice (email) from County; or
 - b. By two working days prior to the Friday confirmation of payroll preceding a scheduled pay day.
- E.2.5** CONFIRE agrees that County is under no obligation to process its payroll if it has insufficient funds in County Treasury Pool to cover CONFIRE's payroll cost. If insufficient funds are on deposit to fully fund payroll for all CONFIRE employees, County reserves the right to pay only those employees for which there are sufficient funds available, beginning with the lowest paid employees.
- E.2.6** CONFIRE agrees that County, at ATC discretion, may interrupt or suspend other disbursement services if CONFIRE's funds in the County Treasury Pool are insufficient. CONFIRE assumes all liability for interrupted disbursement services if inadequate deposits are available.
- E.2.7** CONFIRE agrees that any cash deficit in its fund(s) resulting from the provision of services under this contract and its predecessor agreements shall be charged interest at the Treasurer's Investment Pool rate, plus any ATC staff costs incurred to remedy such deficit.
- E.2.8** CONFIRE also agrees that any cash deficit may be cause for termination of this Contract, including cessation of County payroll and accounting services provided to CONFIRE, and termination of CONFIRE's voluntary depositor status in the County Treasury Pool. ATC shall have the authority to provide notice and terminate the contract under this paragraph. County shall give CONFIRE a minimum 90 days' advance notice of such termination.

E.3 Documentation / Tax Reporting

- E.3.1** CONFIRE shall provide its board-approved documentation containing specific pay and benefit information for new employees and/or changes to pay and benefits for existing employees to ATC and Human Resources. CONFIRE's employees shall receive economic benefits and leave accruals for which County employees are eligible, including CONFIRE participating active employer with a pension plan, separate and apart from the County.
- E.3.2** CONFIRE is required to provide its Federal Employer Identification Number (FEIN) and State Employer Identification Number (SEIN) to the County for reporting personal income tax withholding, Medicare, and Social Security, if applicable.
- E.3.3** CONFIRE agrees to appoint County as its Tax Reporting Agent and is required to complete Internal Revenue Service Form 8655- Reporting Agent Authorization and Employment Development Department (EDD) Form DE 48 – Power of Attorney Declaration, establishing County as CONFIRE's depositing and paying agent.
- E.3.4** If CONFIRE does not file and pay its own SDI and UI, then CONFIRE shall annually provide to County copy of EDD form DE 2088 - Notice of Contribution Rates and Statement of Unemployment Insurance Reserve Account for Calendar Year.

E.4 Cost of Services

- E.4.1** Payroll and accounting services as outlined in Section B.2 will be charged to CONFIRE on a quarterly basis by ATC as established by the County's State of California approved COWCAP. Charges will be adjusted annually reflecting the County's current State of California approved COWCAP and such adjustments shall constitute an automatic amendment to this contract.
- E.4.2** Any CONFIRE-specific required reporting, accounting, enhanced services described in this contract in Section B.2, such as bi-weekly tax deposits and quarterly payroll tax filings, or services requested by CONFIRE that fall outside the scope of COWCAP services, will be invoiced on a quarterly basis at the ATC hourly rate as stated in the Fee Ordinance as approved by the County's Board of Supervisors.
- E.4.3** Any SAP Center of Excellence services performed on behalf of CONFIRE as outlined in Sections B.2.3 is billed through the County's State of California approved COWCAP and/or through other active agreements with ATC and CONFIRE. Requests for enhanced services or additional programming services will be invoiced by ATC based on the Fee Ordinance or actual hours worked at the current contracted hourly rates charged for such services, on an as-used basis.
- E.5** For County Purchasing services identified in Section B.3 of this Contract, mail/courier and surplus property services as described in Section B.3.1 and B.3.2, the actual costs for these services will be invoiced by County and paid by CONFIRE on an as-used basis.
- E.6** For Printing services identified in Section B.4 of this Contract, the actual costs for these services will be invoiced by County and paid by CONFIRE on an as-used basis.
- E.7** For the County services provided under this Contract, CONFIRE represents and warrants it has all necessary State/Federal taxpayer identification numbers and will provide the numbers to the County upon request.
- E.8** CONFIRE shall be a participating active employer with a retirement/pension plan, separate and apart from the County.
- E.9** CONFIRE shall adopt and provide to the County any compensation plans for its non-represented/exempt employees, as well as any and all amendments to the compensation plan. For represented employees, CONFIRE shall adopt and provide to the County any MOUs and all side letter agreements. County Human Resources must be consulted before any benefit changes are made, to determine if the changes would require contract or plan amendments.

F. FISCAL PROVISIONS

- F.1** CONFIRE shall pay for the full costs of County services identified and provided to CONFIRE under this Contract. County's Chief Executive Officer, or the Chief Executive Officer's designee will notify CONFIRE when rates for the Board-approved Fee Ordinance, wages based on the current MOU covering the Human Resources Business Partner or Human Resources Analyst or COWCAP charges change. County COWCAP charges and the Fee Ordinance are subject to change annually.
- F.2** County will accept payments from CONFIRE via electronic funds transfer (EFT) directly deposited into the County's designated checking or other bank account. CONFIRE shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments. For the costs of Human Resources Department services and COWCAP, CONFIRE agrees to be directly debited by County on a quarterly basis via a journal entry within SAP.
- F.3** CONFIRE shall pay County within 60 days from receipt of invoice.

- F.4** CONFIRE has the right to terminate individual services in Section C.33,
- F.5** CONFIRE agrees to assume responsibility for COWCAP charges starting in Fiscal Year 2023-24, effective July 1, 2023.
- F.5.1** The COWCAP billing cycle is based on services provided two fiscal years prior, therefore discontinuance of services covered through COWCAP, will require CONFIRE to continue to pay COWCAP charges through the entire Fiscal Year (FY) billing cycle which includes the date of discontinuance. E.g., COWCAP services terminated in November 2024 will require COWCAP payments through June 2027, as the billing cycle for FY 2024-25 will not be charged until FY 2026-27.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

- G.1.1** CONFIRE agrees to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of CONFIRE's negligent acts or omissions which arise from CONFIRE's performance of its obligations under this Agreement.
- G.1.2** County agrees to indemnify, defend (with counsel approved by CONFIRE) and hold harmless CONFIRE, its officers, employees, agents, and volunteers from any and all claims, actions, or losses, damages, and/or liability arising out of County's negligent acts or omissions which arise from County's performance of its obligations under this Agreement.
- G.1.3** In the event CONFIRE and/or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, CONFIRE and/or County shall indemnify the other to the extent of its comparative fault.

G.2 Insurance

The County is a self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrants that through its program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the County's performance of the terms, conditions or obligations of this Contract.

G.3 Waiver of Subrogation Rights

CONFIRE shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit CONFIRE and CONFIRE's employees or agents from waiving the right of subrogation prior to a loss or claim. CONFIRE hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

CONFIRE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between CONFIRE and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

CONFIRE shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional

endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and CONFIRE shall maintain such insurance from the time County commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, CONFIRE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by CONFIRE or County payments to CONFIRE will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. CONFIRE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- G.11** CONFIRE agrees to provide insurance set forth in accordance with the requirements herein. If CONFIRE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, CONFIRE agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, CONFIRE shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to

meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of CONFIRE.

CONFIRE shall provide to the County's Risk Management Department, payment of \$351,000 for the County to resolve Workers' Compensation claims associated with employees that work at CONFIRE who suffered an injury on or before June 30, 2023.

Except as provided under Section G.1.2, CONFIRE shall be responsible for any CONFIRE employee's injury that occurs on or after July 1, 2023.

With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

G.11.2 Commercial/General Liability Insurance – CONFIRE shall carry General Liability Insurance covering all operations performed by or on behalf of CONFIRE providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

G.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If CONFIRE is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If CONFIRE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

G.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

H. CORRECTION OF PERFORMANCE DEFICIENCIES

Failure by the Parties to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

In the event of a non-cured breach, the non-breaching Party may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- H.1 Afford the breaching Party thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of the non-breaching Party; and/or
- H.2 Discontinue reimbursement to the breaching Party for and during the period in which the Party is in breach, which reimbursement shall not be entitled to later recovery; and/or
- H.3 Withhold funds pending duration of the breach; and/or
- H.4 Offset against any monies billed by the breaching Party but yet unpaid by the non-breaching Party those monies disallowed pursuant to Item "H.2" of this paragraph; and/or
- H.5 Terminate this Contract immediately and be relieved of the payment of any consideration to the breaching Party. In the event of such termination, the non-breaching Party, may proceed with the work in any manner deemed proper by the non-breaching Party. The cost to the non-breaching Party shall be deducted from any sum due to the breaching Party under this Contract and the balance, if any, shall be paid by the breaching Party upon demand.

I. NOTICES

All written notices provided for in this Contract or which either Party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

*San Bernardino County
County Administrative Office
5th Floor
385 N. Arrowhead Ave
San Bernardino, CA 92415*

*CONFIRE
1743 Miro Way
Rialto, CA 92376*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

J. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the Parties hereto relating to the specific services identified in this Contract. Except as provided in Section B.5 of this Contract, any prior agreement, promises, negotiations or representations relating to the specific services identified in this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any Party or any representative of any Party other than those expressly contained herein. Each Party has carefully read this Contract and signs the same of its own free will. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Contract upon request.

K. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is

contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and CONFIRE have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

By: *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: SEP 12 2023

CONFIRE

(Print or type name of corporation, company, contractor, etc.)

Name: Nathan Cooke, Director

By: *Nathan Cooke*
DocuSigned by:
(Authorized signature - sign in blue ink)

Dated: September 8, 2023

Address:
1743 Miro Way
Rialto, CA 92376

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD

By: Lynna Monell
Clerk of the Board of Supervisors of San Bernardino County

By: _____

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors of the County of San Bernardino

By: *Lynna Monell*



FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:
Scott Runyan
Scott Runyan, Principal Assistant County Counsel
Date September 8, 2023

Reviewed for Contract Compliance
► _____
Date _____

Reviewed/Approved by Department
► _____
Date _____

RESOLUTION NO. 2023 - 05

**RESOLUTION OF THE ADMINISTRATIVE COMMITTEE OF THE
CONSOLIDATED FIRE AGENCIES ("CONFIRE")**

**IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE
DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION
AND ASSIGNED TO AN EMERGENCY INCIDENT**

WHEREAS, the Consolidated Fire Agencies ("CONFIRE") is a joint powers authority duly organized and existing under Section 6500 et seq. of the Government Code

WHEREAS, it is CONFIRE's desire to provide fair and legal payment to all its employees for time worked; and

WHEREAS CONFIRE has in its employ, Fire Communications response personnel including Call-takers, Dispatchers, Supervisors, Assistant Dispatch Managers, Communications Managers, Director, Finance personnel, Management Information Systems "MIS) personnel, Geographical Information Systems "GIS" personnel, Emergency Medical System "EMS" personnel, and Administrative personnel; and

WHEREAS CONFIRE will compensate its employees' portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or repositioned for emergency response; and

WHEREAS CONFIRE will compensate its employees' overtime in accordance with their current respective Memorandum of Understanding "MOU" while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

Now, Therefore, Be It Hereby resolved by the CONFIRE Administrative Committee that:

1. Personnel shall be compensated according to their respective Memorandum of Understanding "MOU", Personnel Rules and Regulations, and/or other directive that identifies personnel compensation in the workplace.
2. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document will compensate such personnel.
3. CONFIRE will maintain a current salary survey or acknowledgement of acceptance of the "base rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.
4. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

5. CONFIRE response personnel include: Call-takers, Dispatchers, Supervisors, Assistant Dispatch Managers, Communications Managers, Director, Finance personnel, MIS personnel, GIS personnel, EMS and Administrative personnel.

PASSED, APPROVED AND ADOPTED this _____ this day of _____ 2023. __

CONFIRE Administrative Committee Chairperson

ATTEST: _____ CONFIRE Interim Director

I, Nathan Cooke, Interim Director of CONFIRE, hereby certify that the foregoing resolution was duly passed at a regular meeting of the CONFIRE Administrative Committee held on the _____ this day of _____, 2023 by the following vote on roll call:

Ayes:

Noes:

Absent: