

MEMORANDUM OF UNDERSTANDING

**Montecito Firefighter's Association
and
Montecito Fire Protection District**

**Term of Agreement
July 1, 2022 – December 31, 2023**

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PREAMBLE

This Memorandum of Understanding (“MOU”) is made and entered into this 1st day of July, 2022 by and between authorized representatives of the Montecito Fire Protection District (“District”) and the Montecito Firefighter’s Association (“Association”).

It is the intent and purpose of this MOU to assure sound and mutually beneficial working and economic relations and conditions between the parties hereto; to provide for an orderly manner of resolving any difference which may arise and to negotiate any misunderstanding which could arise and to set forth herein the basic agreement between the parties concerning the pay, wages, hours of employment, and other terms and conditions of employment.

The parties have met and conferred on the provisions of the Fair Labor Standards Act (“FLSA”) and agree to reopen the meet and confer process in the event any part of this MOU is affected by future changes or amendments to the FLSA.

1. RECOGNITION

Pursuant to the provisions of the employee/employer relations resolution of the District and applicable state law, the Association is certified by the District as the exclusive representative of the employees in the following classifications:

- Mechanic
- Fire Dispatcher
- Wildland Specialist
- Firefighter
- Firefighter/Paramedic
- Fire Engineer
- Engineer/Inspector
- Fire Captain
- Fire Captain/Assistant Fire Marshal

For the purpose of meeting and conferring in good faith in respect to rates of pay, wages, hours, and other terms and conditions of employment, except as otherwise provided herein, for all regular employees of the District.

The term “employee” or “employees” as used herein shall refer only to employees employed by the District.

Employees hired on a temporary basis are not covered by the provisions of this MOU.

From time to time, the association will negotiate issues that affect retirement benefits and retirees.

2. IMPLEMENTATION

It is agreed that this MOU shall not be binding upon the parties, either in whole or in part, unless and until it is approved by the Montecito Fire Protection District Board of Directors (“Board”) by majority vote.

3. MANAGEMENT

The District retains all rights not specifically delegated by this agreement including, but not limited to, the exclusive right to determine the mission of its constituent Districts; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for proper cause; relieve its employees from duty because of lack of work or other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies and exercise control and discretion over its organization and the technology of performing its work.

4. SEPARABILITY, REPEALS, EFFECTIVE AND TERMINATION DATES

- 4.1. SEPARABILITY: If any section, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this MOU.
- 4.2. REPEALS: All other MOUs and parts of MOUs and Resolutions pertaining thereto, inconsistent with the terms of this MOU, are hereby repealed.
- 4.3. CHANGES: The following items shall constitute the wages, hours and working conditions for employees represented by the Association.
- 4.4. TERM: This MOU shall be effective July 1, 2022 to December 31, 2023.

5. NO DISCRIMINATION

The provisions of this MOU shall be applied equally to all employees in the negotiating unit without discrimination to regarding age, sex, gender, gender identity, gender expression, sexual orientation, race, color, religion, creed, national origin, ancestry, mental or physical disability, medical condition, genetic information or military and veteran status, marital status, or any classification protected by federal, state or local law. The Association and the District shall equally share the responsibility for the application of this provision.

6. DEFINITIONS

Unless the context otherwise requires, the definitions contained in this item govern the construction of this MOU. The definition of the word applies to any of its variants.

- 6.1. ANNIVERSARY DATE: The anniversary on an annual basis from the date of hire.
- 6.2. APPOINTING AUTHORITY: Means the person or group of persons having the lawful power to make appointments to, or to remove persons from employment.
- 6.3. BOARD: When used alone means the District Governing Board.
- 6.4. COMPENSATORY TIME: Means paid time off which is earned and accrued by an employee in lieu of cash compensation for regular non-FLSA overtime worked.
- 6.5. EARLY RELIEF: Means to relieve employees on the previous shift prior to the scheduled starting time.
- 6.6. ON CALL: Means the status of an employee who is not required to remain on Fire District premises or at the scene of an emergency, but who shall leave word at their home or with the Fire District where they may be reached.
- 6.7. OVERTIME: All hours worked in any work period in excess of the applicable maximum hours as specified in the Fair Labor Standards Act.
- 6.8. PERFORMANCE REPORT: Means the periodic evaluation of an employee's work reflected on forms prescribed by the District.
- 6.9. PROMOTION DATE: Official date of promotion, which is generally granted upon verification of satisfactory performance and recommendation of supervisor.
- 6.10. REGULAR EMPLOYEE: “Regular” employee means full time employees and does not include temporary and/or extra help employees.
- 6.11. SALARY ADVANCEMENT: Means a salary increase, based upon satisfactory performance, recommended by the District.
- 6.12. SCOPE OF REPRESENTATION: Means wages, hours, and other terms and conditions of employment.
- 6.13. SHIFT: Means units of 24 consecutive hours that employees are scheduled to be on duty.

6.14. TEMPORARY EMPLOYEE: Employee hired to fill a position created by the temporary absence of a regular employee or authorized by the District Board for some other reason.

6.15. WORK PERIOD: For safety employees assigned to shift work, the work period is a cycle of 24 consecutive days starting from 0800 hours on January 3, 2020.

The work period for full time 40-hour personnel and dispatch is seven consecutive days: 0800 Sunday through 0800 Sunday (168 hours).

The work period for part time 20-hour personnel is seven consecutive days: 0800 Sunday through 0800 Sunday (168 hours).

The work period for 40-hour personnel on a 9/80 schedule is 1200 Friday to 1200 Friday (336 hours).

6.16. DAYS: As applied to the grievance procedure, “days” mean regularly scheduled administrative workdays.

6.17. ADMINISTRATIVE LEAVE: Leave with pay if authorized by the Fire Chief.

7. HOURS OF WORK

7.1. 56-hour safety employees work eight shifts of 24 hours each within a 24-day cycle (a total of 192 hours). This is an average workweek of 56 hours.

Example: xxoooo/xxoooo/xxoooo/xxoooo (x = on shift; o = off shift).

7.2. Dispatch personnel work a seven-day workweek from 0800 Sunday through 0800 Sunday (168 hours); hours of work fluctuate from week to week.

7.3. Represented personnel working a 40-hour schedule work from 0800 to 1700, Monday through Friday. Any other schedule must be authorized by the Fire Chief.

7.4. Represented personnel working a 20-hour schedule work from 0800 to 1200, Monday through Friday. Any other schedule must be authorized by the Fire Chief.

7.5. All personnel will reasonably cooperate with any reasonable procedures the District may adopt for the purpose of utilizing electronic devices (*i.e.* cell phones) for call backs, notifications, etc. If the employee chooses to utilize their personal cell phone for notification purposes, the District shall compensate the employee with a text messaging allowance of \$50 per month. This allowance will be paid semi-annually, in arrears on January 1st and July 1st.

8. HOLIDAY

- 8.1. ACCRUAL: Except as set forth in Section 8.3, regular safety employees and dispatch personnel shall be credited with 6 holidays per year at the rate of accumulation of 12 hours per month of service, which is taken as holiday time off. The appointing authority shall determine when holiday time will be taken.

Holiday accrual is limited to 552 hours (23 shifts). Compensation at straight time for hours over 552, effective July 1, 2017.

40-hour and part-time 20-hour employees are given the following holidays off: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas, and two floating holidays per year (must work six months to be eligible for the first floating holiday). Part-time 20-hour employee holidays and floating holidays are equal to four hours per day. Holiday time shall be taken each year, it is not accumulative past the end of the calendar year.

- 8.2. COMPENSATION RATE: While on holiday time off, employees shall be compensated at their regular rate of pay.

- 8.3. USE OF HOLIDAY TIME OFF: To the extent that employees may select time off for holiday time accrued, they shall use such time subject to the following provisions:

Such time off may be taken for a full shift or day or portion of a shift or day within the work period upon the approval of a Chief Officer, and must be at the convenience of the District.

An employee requesting a full shift of 24 hours shall have precedence over an employee requesting a partial shift off. The employee first selecting the desired day, even though a partial day, shall be allowed to change their request for a full shift.

- 8.4. PAY FOR HOLIDAY TIME ON TERMINATION: An employee eligible for holiday time who terminates or is terminated, shall be paid the hourly equivalent of their salary for each hour of earned holiday time based on the pay rate in effect for such employee on the last day actually worked, time spent on authorized leave or time spent on authorized time off.

- 8.5. FLEX DAY: Three shifts per employee per calendar year can be taken from their current earned holiday, vacation or compensatory time. The approval of a flex day must meet the requirements of the Fire District’s Staffing Policy to allow for the most efficient functioning of the Fire District.

The employee requesting a Flex Day may self-guarantee or will identify another employee to guarantee to work for him/her in order to be able to use their Flex Day. The overtime list will be used to fill the vacancy, giving the person who guaranteed the Flex Day the option to take it in their rotation or to let it be offered to those who are lower on the overtime list. If no one on the list accepts the overtime, they would guarantee to work on the requested day.

A minimum notice of 24 hours is required prior to taking a Flex Day when the employee is self-guaranteeing. A minimum notice of 24 hours and a maximum notice of 30 days is required prior to taking a Flex Day if guaranteeing the day off with another employee.

The Association agrees that if avoidable, the scheduling and approval of a Flex Day may not cause the force hiring of another employee. In some unforeseeable circumstances, a force hire may be unavoidable. In no case shall a self-guaranteed Flex Day cause a force hire. A Flex Day may be cancelled when the Fire Chief and/or designee, determines that the Flex Day will conflict with the staffing policy.

9. VACATION

- 9.1. Paid vacations shall be authorized only for regular employees.
- 9.2. PAYMENT FOR VACATION UPON TERMINATION: Any regular employee who terminates or is terminated shall be paid the hourly equivalent of their salary for each hour of earned vacation based on the pay rate in effect for such employee on the last day actually worked, time spent on authorized leave or time spent on authorized time off.
- 9.3. COMPENSATION RATE: While on vacation, employees shall be compensated at their regular rate of pay.
- 9.4. NOT SUBJECT TO RECALL: Except as indicated in Section 9.6, employees on vacation leave shall not be subject to mandatory recall nor be penalized for refusals while on vacation period. This also applies to holiday time approved as part of the regular scheduled vacation period.
- 9.5. VACATION PERIOD: An individual’s vacation shall be deemed to begin at 0800 on their first scheduled shift off and continue until 0800 on their first scheduled shift back on duty.
- 9.6. EMERGENCY RECALL: Vacation time can be canceled when the Fire Chief deems necessary.

10. VACATION ACCUMULATION

10.1. For 56-hour safety employees and dispatchers:

Years of Service	Hours per Month
1-5	12
6-10	16
11-15	20
16+	22

10.2. For 40-hour represented employees:

Years of Service	Hours per Month
1-3	6.66
4-7	10
8-11	13.33
12+	16.66

10.3. For Part-time 20-hour represented employees:

Years of Service	Hours per Month
1-3	3.33
4-7	5
8-11	6.66
12+	8.33

10.4. Vacation credit is earned only during active employment, paid leave of absence and military leave.

10.5. Vacation is accrued monthly from the date of employment, for example: 12 hours per month are earned through the 5th anniversary; at the start of the 6th year, the employee begins earning 16 hours per month.

10.6. VACATION LIMIT: Vacation accrual is limited to 552 hours (23 shifts) for 56-hour employees and 500 hours for 40-hour employees. Compensation at straight time for hours over accrual, effective July 1, 2017.

10.7. ACCRUAL ADJUSTMENTS: Upon assignment to a 40-hour workweek status from a 56-hour workweek status, an employees' combined leave balance shall be adjusted proportionally to provide an equivalent amount of time off by multiplying the hours by 0.714.

- 10.8. Upon assignment to a 56-hour workweek status from a 40-hour workweek status, an employee's combined leave balance shall be adjusted proportionally to provide an equivalent amount of time off by multiplying the hours by 1.4.

11. VACATION SCHEDULING

- 11.1. Vacations are scheduled at the end of the calendar year. An employee may only schedule vacation hours earned through December 31.
- 11.2. The Fire Chief or his designee shall be responsible for scheduling the vacation period of his employees in such a manner that achieves the most efficient functioning of the District. The granting of a vacation period less than the employee's annual entitlement is to be discouraged so that full benefits of the vacation plan can be realized by the employee.

12. OVERTIME

- 12.1. FAIR LABOR STANDARDS ACT (FLSA) OVERTIME: The FLSA provides overtime at the rate of time and one-half for those employees who work beyond certain limits.
- 12.2. Overtime for 56-hour safety employees is defined as all hours worked in excess of 192 hours in a 24-day work period.
- 12.3. Each safety employee is paid 10 hours at paid at one-half time (5 hours) for the FLSA hours worked over 182 during a 24-day period and the scheduled 192 hours. Hours taken as vacation, sick leave, holiday, or compensatory time off, are counted as hours worked during that work period for purposes of FLSA overtime compensation.
- 12.4. Overtime for dispatch and represented 40-hour employees and part-time 20-hour employees is defined as all hours worked in excess of 40 hours in a seven-day work period. Dispatchers are paid a fixed salary for fluctuating hours, and the method of FLSA payment is described under “Salary Rates”.
- 12.5. REGULAR OVERTIME is the voluntary or required working of hours in excess of an employee's normal work shift/week and is paid at time and one half the employee's regular rate of pay. Overtime shall be earned and paid in increments of 15 minutes.
- 12.6. EMERGENCY CALLBACK: Employees who are called back for emergency work shall be paid overtime, at the rate of time and one half the regular rate of pay for the hours actually worked after arriving at the station or assignment. In addition to the overtime pay for hours actually worked on an emergency callback, employees who report to the station or assignment shall receive an additional one and one-half hour overtime for “response time.” Overtime after arrival at station or assignment will be paid in 15 minute increments.

- 12.7. RECALL TO DUTY: When a vacancy exists due to sickness or any other reason, an employee will be called back to duty to provide minimum staffing levels as established by the District; an employee shall not be mandatorily held over for a period longer than 72 hours. Voluntary overtime and trades are not considered a part of this period.
- 12.8. COMPENSATORY TIME OFF (“CTO”) FOR OVERTIME WORKED: Employees may receive, in lieu of regular non-FLSA overtime compensation, CTO at a rate of time and one half for overtime worked. Employees may split their payment of non-FLSA overtime between compensatory time and overtime payments if they choose. Employees working a 56-hour workweek may not submit accrual for compensatory time off unless they work a minimum of 12 hours in a shift. Employees working a 40-hour workweek may not submit accrual for compensatory time off unless they work a minimum of one hour in a shift.
- 12.9. Employees working a 56-hour workweek will accumulate compensatory time not to exceed 96 hours. Employees working a 40-hour workweek will accumulate compensatory time not to exceed 68 hours.
- 12.10. Any employee who has accrued the maximum allowable time shall, for additional overtime hours of work, be paid overtime compensation. If compensation is paid to an employee for accrued CTO, such compensation shall be paid at the regular rate of pay earned by the employee at the time the employee receives such payment. An employee who has accrued CTO shall, upon termination of employment, be paid for the unused compensatory time at the final regular rate of pay.
- 12.11. USE OF COMPENSATORY TIME OFF: To the extent that employees may select time off for compensatory time off, they shall use such time subject to the following provisions:
- 12.12. Such time off may be taken for a full shift or day or portion of a shift or day within the work period. If the employee requesting such time off provides reasonable notice, the Chief officer shall approve such leave, unless doing so would be unduly disruptive to District operations.
- 12.13. An employee requesting a full shift of 24 hours shall have precedence over an employee requesting a partial shift off. The employee first selecting the desired day, even though a partial day, shall be allowed to change their request for a full shift.
- 12.14. An employee may elect to have the District cash out compensatory time that is accrued, but unused, in a calendar year. To make such an election, the employee must submit an irrevocable election request in writing to the District Accountant on or before December 20 of the calendar year preceding the requested cash out. The request must indicate the number of hours of compensatory time that the employee expects to accrue,

but not use, in the following calendar year, and that the employee would like to cash out in increments of 12 hours or the entire accrued balance. The District will cash out such compensatory time in the last payroll in December with the maximum number of hours available for cash out being the number of hours accrued, but unused, by the employee in that calendar year to date.

13. SICK LEAVE

- 13.1. ACCRUAL RATE: Every full-time employee shall accrue 12 hours of sick leave with pay for each month of full-time service. Part-time 20-hour employees shall accrue 6 hours of sick leave with pay for each month of service.
- 13.2. SICK LEAVE USAGE: Sick leave usage shall comply with applicable state law.
- 13.3. VERIFICATION OF ILLNESS OR INJURY: An employee absent due to his illness or injury for more than five consecutive calendar days shall not be entitled to use sick leave credits for his absence on any day after the five days, or four shifts, unless and until they present to the appointing authority a certificate signed by their physician stating that they were ill or injured on each day of such absence. An employee absent for a period of seven consecutive calendar days due to illness or accident may, at the discretion of their appointing authority, be required to take a physical examination before returning to active duty.

Following any absence from serious illness, injury, or exposure to contagious disease, whether or not sick leave was used, the District may require a statement from a physician or nurse practitioner that the employee is fit to return to duty. A physician’s or nurse practitioner’s certificate may be required for any amount of sick leave used on an individual basis within the Fire Chief’s discretion, when they have reason to believe that an individual has had an illness or injury which, in their judgment, may affect that person’s ability to perform.

Failure to provide required medical documentation to the District following any absence from serious illness, injury, or exposure to contagious disease will be treated as leave without pay and employee may not return to duty until acceptable documentation of health fitness is received by the District. Such physical examination shall be performed by a physician designated by the Fire Chief and shall be at District expense.

14. CREDITS DURING TEMPORARY DISABILITY

An employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code shall accrue holiday, vacation and sick leave credits during the period they receive temporary disability indemnity.

15. NON-OCCUPATIONAL DISABILITY LEAVE FOR THE EMPLOYEE

An employee unable to work due to a non-occupational disability must present the Fire Chief with a certificate of disability from their doctor. During the period of certified disability, the employee uses accrued sick leave, comp time, holiday time and vacation time. While disabled, the employee continues to accrue benefits (including District paid insurance coverage) until all paid leave is exhausted. If an employee's leave balances are exhausted while still under a certificate of disability, the employee may request a leave of absence without pay due to medical reasons. During any leave of absence without pay, the employee assumes responsibility for payment of insurance premiums (employee and employer portions) after the expiration of the 12 weeks allowed under the federal Family and Medical Leave Act. If the employee wishes time beyond the period of certification of disability, all unused vacation, sick time, holiday time and comp time must be used prior to commencing a leave of absence without pay.

Request for a leave of absence without pay may be granted by the Board in accordance with state law, District policies and the following criteria: Employee's seniority in District service, employee's job performance record, and the needs of the Fire District.

No sick leave, vacation or holiday time shall accrue to any employee during any pay period in which the employee is on leave without pay beyond the 12 weeks allowed under the California Family Rights Act or federal Family Medical Leave Act.

16. FAMILY AND MEDICAL LEAVE

Employee may use all accumulated sick, vacation, holiday and compensatory time in advance of invoking the 12-week Family and Medical Leave Act (“FMLA”) period. A medical plan must be established with the Fire Chief or his designee, when using time off in this manner. While on time off under the provisions of Family and Medical Leave, the employee may, at any time, request up to 12 weeks off under the provisions of the FMLA.

While off utilizing FMLA, the employee continues to accrue benefits, including District paid insurance coverage for up to 12 weeks. After a maximum of 12 weeks off utilizing FMLA, the employee must exhaust all remaining accrued time off prior to requesting a leave of absence from the Board of Directors. If the leave of absence is approved, the employee no longer accrues benefits and assumes responsibility for payment of all insurance premiums (employee and employer portions).

17. BEREAVEMENT LEAVE

A 56-hour workweek employee may be absent for up to four consecutive work shifts (using accrued sick leave time) due to death of employee's immediate family. A 40-hour workweek employee may be absent for up to five consecutive work shifts (using accrued sick leave time) due to death of employee's immediate family.

Immediate family to mean: spouse, registered domestic partner, parent, stepparent, child, step child, sibling, grandparent, father/mother-in-law, or grandchild. When traveling to a distant location, or other circumstances require absence in excess of the time allowed, the Fire Chief may allow additional use of accrued vacation, holiday, or sick leave.

18. MILITARY LEAVE

Salaries and benefits during military leaves of absence shall be as follows:

NOTICE OF MILITARY LEAVE: When an employee is called to military duty, he or she shall provide the Fire Chief with documentation of orders. They will also give advance notice to the Fire Chief of the need for the leave of absence and/or use of vacation/holiday time, the anticipated duration of the military leave, and the type of duty for which the employee is being called.

REPLACEMENT COVERAGE: The District will be responsible for coordinating sufficient replacement coverage during the employee’s military leave of absence.

USE OF VACATION BENEFITS FOR MILITARY LEAVE: When an employee is called to military duty, notwithstanding any other provision of this MOU, the employee may apply any accrued but unused vacation and/or holiday time to the leave.

INACTIVE DUTY TRAINING: Except as required by law, leaves for inactive duty training will be unpaid.

ACTIVE DUTY: When an employee is called to active duty, the District will pay the employee’s full salary for 45 calendar days per fiscal year of the leave of absence.

BENEFITS: For active and inactive military leaves of absence, the District will continue to pay the employee contribution to health insurance (medical, dental, vision, and life insurance) for six months (183 calendar days) of such leave per fiscal year. During such military leaves of absence, the District will also pay both the employer and employee contributions to the California Public Employment Retirement System (“CalPERS”). The employee will continue to accrue vacation, sick and other paid leave benefits at their regular accrual rate.

19. CATASTROPHIC LEAVE

PURPOSE: To provide a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This section allows a regular District employee to donate accrued vacation or holiday hours to a specific employee who has exhausted their own available leave balances and has requested use of catastrophic leave. Serious or catastrophic illness or injury is defined as an adverse medical condition which requires the employee to be absent from work for more than twenty consecutive workdays. This can include the illness or injury to the employee’s spouse, registered domestic partner, child, or parent.

CONDITIONS: To receive leave donations, an employee must have been employed in a regular position for a minimum of one year; must be absent from work due to a single illness or injury for more than 20 consecutive workdays (as verified by a physician’s statement); must have exhausted all earned leave balances (including sick leave, vacation, and holiday credits); except however, the appointing authority may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician’s statement and leave balances indicate the probable exhaustion of balances within two pay periods.

Donated leave shall be credited to the recipient as vacation time.

Donated time from 40-hour employees to a 56-hour employee will be converted to the appropriate basis.

Donated time from 56-hour employees to a 40-hour employee will be converted to the appropriate basis.

Donations are voluntary; are made from accrued vacation or holiday balances; donation of sick leave is not permitted; must be for a minimum of eight hours, in whole hour increments; are irrevocable, and if any donated hours remain at the end of the recipient’s catastrophic leave, they shall remain available for the sole use of the recipient; and are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

An employee may not donate more than 96 hours to any other individual employee, and must maintain at least four shifts (or 80 hours for regular employees) for a vacation in the current year.

The total amount of donations received by recipient into their vacation balance by an employee shall normally not exceed 1,200 hours; however, donations in excess of 1,200 hours may be considered and approved by the Fire Chief.

Upon approval of a request for donations, the Fire Chief (or their designee) shall, at the employee’s request, post a notice of the eligible employee’s need for donation on the District bulletin board accessible to employees; confidential medical information shall not be included in the notice.

Donations shall be administered according to procedures to be established by the Fire Chief, and requested on a form prescribed by the Fire Chief. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

Donors and hours donated shall be maintained as confidential information.

Nothing in this section shall be construed to modify the employment relationship between the District and the receiving employee, or to restrict the District’s management rights. Neither shall this policy modify existing District rules, policies or agreements regarding unpaid leave or absence or unpaid leave to care for a family member.

20. CONTINUING EDUCATION

Continuing education shall be compensated as articulated in the Professional Development Program.

21. UNIFORM ALLOWANCE

Uniform allowance shall be \$1,000 per year for full time employees, and \$500 per year for part-time employees. The allowance shall be paid twice per year on the first pay period for the month of January and July. For CalPERS classic members, the District will report a pro rata amount of the uniform allowance payments to CalPERS in each pay period.

New full-time employees may elect to receive an advance lump sum payment of \$500 with their first paycheck. New part-time employees may elect to receive an advance lump sum payment of \$250 with their first paycheck. For employees who elect to receive such a lump sum payment, the District will withhold allowance payments until such time as the employee has repaid the advance payment.

The District will not report to CalPERS the uniform allowance for employees who are “new members” as defined by California Public Employees’ Pension Reform Act of 2013. Association agrees and understands that this payment is not included in such employee’s CalPERS retirement calculations.

Both, the Board and the Association, agree that the District has a high expectation regarding the appearance of District employees’ dress, grooming, and safety clothing. The amount of the uniform allowance is intended to reflect those high standards.

If an employee who has received an advance uniform allowance payment should terminate within the first six months of their employment with the District, the employee's final compensation will be reduced by an amount prorated on the number of months, or major fraction thereof, remaining between the date of termination and the end of the six-month period which commenced with the date of hire.

22. PERFORMANCE EVALUATIONS

In addition to introductory evaluations, performance evaluations for each employee shall be completed annually, during or after the month of November. These evaluations will be reviewed between the employee and immediate supervisor, with a copy submitted to the employee and the original submitted as a permanent record in the individual's personnel file.

An employee may have total review of the evaluation with their immediate supervisor and the Fire Chief.

23. MEDICAL EXAMINATIONS

District and Association agree that the District shall continue to provide a program of periodic medical exams. The District retains full and complete control over this program and will advise the Association of program changes. An employee absent on leave for a continuous period of 122 days shall be required to have a physical examination, including a stress EKG test, by a District doctor prior to returning to duty.

24. HEALTH INSURANCE

The District will contribute to the employee’s health care premium, for the employee and eligible dependents, in an amount not to exceed \$2,780 per month effective July 1, 2022 and \$2,835 per month effective July 1, 2023. The District and Association agree to an opener on this topic only if premium rates exceed projections.

Health (up to the maximum stated above), dental and vision insurance premiums shall continue to be paid for by the District for all retirees and eligible dependents per Board Resolution electing to be subject to Meyers-Geddes State Employees Medical and Hospital Care Act adopted September 15, 1969.

The District shall pay the entire premium for employee and eligible dependents for the Delta Dental PPO Plus Premier plan, effective January 1, 2019.

The District will pay the entire premium for employee and eligible dependents for vision insurance administered by Vision Service Plan.

25. AFLAC

The District will allow AFLAC premiums to be deducted from payroll pre-tax.

26. LIFE INSURANCE

All personnel under age 65 will be covered under a group life insurance policy, paid for by the District, providing the following coverage:

- \$100,000 on member’s life
- \$100,000 for accidental death/dismemberment
- \$1,000 for member’s dependents

All personnel over age 65 will be covered under a group life insurance policy, paid for by the District, providing the following coverage:

- \$65,000 on member’s life
- \$65,000 for accidental death/dismemberment
- \$1,000 for member’s dependents

All personnel over age 70 will be covered under a group life insurance policy, paid for by the District, providing the following coverage:

- \$50,000 on member’s life
- \$50,000 for accidental death/dismemberment
- \$1,000 for member’s dependents

27. DEFERRED COMPENSATION

The District will make a contribution of \$500 per month, paid semi-monthly to the District-sponsored Deferred Compensation 457 plan for all full time employees after one year of continuous employment.

28. SALARY RATES

Effective July 1, 2022, a salary increase of 3.5%.

Safety Employees:

<u>Rank</u>	<u>Start</u>	<u>6 mo.</u>	<u>12 mo.</u>	<u>24 mo.</u>
Firefighter	\$ 8,785	\$ 9,647	\$ 10,525	\$ 11,481
FF/Paramedic	\$ 9,758	\$ 10,722	\$ 11,689	\$ 12,755
Engineer	\$12,028	\$12,869		
Engineer/Inspector	\$13,515	\$14,152		
Captain	\$13,836	\$14,813		
Captain/AFM	\$15,556	\$16,296		
Wildland Specialist	\$13,515	\$14,152		

Miscellaneous (Non-Safety) Employees:

Mechanic	\$ 9,683	\$ 10,536	\$ 11,392
Dispatcher	\$ 9,149	\$ 9,520	\$ 9,785

Hourly rate calculation for 56-hour Safety and Dispatchers:

52 weeks x 56 hours = 2912 hours/year

Monthly rate x 12 months = annual rate

Annual salary / 2912 = hourly rate

The District will provide a 5.35% EMT/AED pay to all employees with a current EMT or AED certification. The EMT/AED pay will be calculated on the employee’s base salary and longevity pay.

Dispatchers are on a fixed salary for fluctuating hours. The regular rate will vary from week to week and is determined by dividing the number of hours worked in the workweek into the amount of the salary to obtain the applicable hourly rate for the week. Payment for predetermined overtime hours worked as part of the assigned shift schedule is at one half such rate, since these hours are already compensated at straight time.

The hourly rate for overtime worked by dispatchers in excess of the shift schedule is based on an average 56-hour workweek, and is paid at time and one half times this rate.

Vacation pay for dispatch personnel is the normal pay for the period, and is the same as the pay that would be expected if the employee were actually present for the hours scheduled. This also applies to sick leave, holiday time and other compensatory time off.

Whenever a lower pay range is assigned to a classification due to a promotion, an employee taking a position in that class shall receive the same rate of pay he/she was receiving on the day preceding the effective date of the promotion, if such rate of pay is within the newly established pay range.

29. LONGEVITY INCENTIVE

The District will provide the following longevity incentives to employees based on the length of their employment with the District:

3-5 years	=	3.00%	15-17 years	=	15.00%
6-8 years	=	6.00%	18-20 years	=	18.00%
9-11 years	=	9.00%	21-23 years	=	21.00%
12-14 years	=	12.00%	24+ years	=	24.00%

Longevity incentive payments are effective following the anniversary date (*i.e.*, 3.00% following the 3rd anniversary).

The District will not report longevity incentives to CalPERS until the employee has been employed with the District for five years. Association agrees and understands that longevity incentive payments provided to employees following their 3rd and 4th anniversaries are not included in the employee’s CalPERS retirement calculations.

30. DISPATCH CADRE

Dispatch Cadre members can be filled by Miscellaneous Employees, Firefighters, Firefighter/Paramedics and/or Engineers. The District will pay Dispatch Cadre members an amount equal to 5% of the top step Firefighter monthly base pay.

31. RETIREMENT

The District pays the entire employee contribution to the CalPERS for CalPERS classic members only. This sum is equal to 9% of employee earnings for safety employees and 8% of earnings for miscellaneous employees. The plans provided are: Safety Fire 3% at 55, PEPRSA Safety Fire 2.7% at 57, Miscellaneous 3% at 60, and PEPRSA Miscellaneous 2% at 62.

Classic employees will pay 12% of the Employer’s Retirement Contribution, a 1.5% increase from the prior contribution of 10.5%, effective July 1, 2019. The contributions will be pre-tax as allowed by a contract change with CalPERS and a 414(h)(2) resolution approved by the District Board and filed with CalPERS. Until such time that the contract with CalPERS is approved and implemented, the employees will reimburse the District the Employer’s Retirement Contribution directly at the appropriate rate. This contribution is the corresponding percentage of an employee’s reportable earnings for Safety and Miscellaneous classic employees. The intent of the employee’s contribution towards the Employer’s Retirement Contribution is to fulfill the AB340.

PEPRSA employees will not make a cost-share contribution.

Eligibility for membership in CalPERS is dependent on rules established by CalPERS. If not a current member of CalPERS, a temporary full-time employee becomes eligible for membership when their appointment exceeds six months; membership is then effective on the first day of the seventh month of employment.

Employees who are “new members” as defined by California Public Employees’ Pension Reform Act of 2013 (e.g., an employee hired on or after January 1, 2013 who has never been a CalPERS member or member of a reciprocal system or who has had a break in CalPERS service of at least six months or more) will constitute a new tier and be subject to all the PEPRSA provisions, which include but are not limited to the following benefits: the retirement formula shall be 2.7% at 57 for PEPRSA Safety members, 2% at 62 for PEPRSA Miscellaneous members, three year average final compensation and no employer paid member contributions.

For Local Miscellaneous (Non-Safety) employees, the District agrees to convert the Employer Paid Member Contributions to pay rate during the Final Compensation Period pursuant to Government Code section 20692.

For Safety employees, the District shall pay and report to CalPERS 100% of the value of Employer Paid Member Contributions as compensation earnable pursuant to Government Code Section 20636 (c)(4) and the approved District resolution.

CalPERS Safety Classifications

Firefighter
Firefighter/Paramedic
Engineer
Engineer/Inspector
Captain
Captain/Assistant Fire Marshal
Wildland Specialist

CalPERS Non-Safety Classifications

Fire Dispatcher
Mechanic

32. ASSOCIATION REPRESENTATION

OFFICERS AND REPRESENTATIVES: The District shall recognize the officers and elected representatives of the Association. The Association shall keep management advised, in writing, of the officers and representatives. The recognized officers of the Association shall consist of not more than five employees.

TIME FOR ASSOCIATION BUSINESS: Consultation, grievance discussion and negotiations between the District and Association representatives normally will be conducted during regular working hours. Whenever possible, meetings will be attended without the assignment of replacement personnel. When operation requirements and/or the nature of the meetings require the Association representatives to be off duty during attendance at such meetings, reasonable time off will be allowed without loss of benefits.

PERMISSION TO PERFORM ASSOCIATION BUSINESS: Association officers are authorized reasonable time on duty to conduct Association Business. Twelve hours per year is considered reasonable by Association and District for Association representatives to conduct Association meetings, process employee complaints or grievances and/or to conduct negotiations with the District negotiator.

Association officers shall obtain permission for such activity 24 hours in advance, except in an emergency situation, at which time the Association officer shall obtain permission from the duty officer prior to leaving their duty assignment, if on duty. Association officers will strive to prevent excessive use of duty hours.

ASSOCIATION LEAVE: It is agreed that the Association officer be allowed to leave without pay for the purpose of attending conferences, seminars, etc. as it relates to the Association. The Fire Chief shall receive 72-hour advance notice prior to granting said leave. Ninety-six hours per year shall be granted for this purpose.

LIMITATIONS ON BUSINESS ACTIVITY: Association officers shall not use their official Association position for matters outside the scope of this Agreement. Time used during normal on-duty hours will be with the full knowledge and approval of the Fire Chief or authorized representative.

33. SHIFT TRADES

Employees may, at their own option but with the approval of the Fire Chief or his designee, substitute during scheduled hours for other employees employed in the same capacity. In the case of such substitution, the hours involved are credited to the scheduled employee and not to the substitute employee.

Requests for trades are to be submitted at least 24 hours in advance. Shift trades shall be of at least two hours and no more than 24 hours in duration.

Safety Personnel shall be allowed 25 shift trades per calendar year. Trades of less than 4 hours and trades for approved training are not counted. Trades are counted when the employee is off of their shift only. Prior approval of the Fire Chief, or his designee, is required if more than 4 shift trades are requested at one time. Trades are to be paid back within a year from the date of the original trade.

Shift trades for dispatchers will be the same as above, except trading will be allowed between dispatch personnel and firefighters. They may only trade with firefighters when the dispatcher can pay back the firefighter on a day when the dispatch position is open.

34. EARLY RELIEF

Early relief may occur on a voluntary basis between employees of equal qualifications at the discretion of their captains. Such early relief may occur between the hours of 0600 and 0800; relief earlier than 0600 will constitute "trading of time".

Early relief will not have the effect of increasing the number of compensable hours of work.

35. PARAMEDICS

Paramedics will not be forced to work more than 72 hours in a row (as paramedics) due to a force hire, unless it is due to extreme emergency.

Continuing education up to the minimum required by the county, will be compensated by the District. This includes fees and overtime required for off duty attendance. Records must be maintained with the accountant to qualify for overtime.

When a regular firefighter position is open, the paramedics will be given the option of taking the regular firefighter position, and give up their paramedic status for the District. If more than one paramedic wants the firefighter position, then the selection will be based on seniority.

If a paramedic promotes to a higher rank, and they can maintain their State of California paramedic license and National Registry Certification for those who are required to maintain the NR certification, they will be paid overtime when off duty for attending continuing education classes for state certification, PALS, ACLS and National registry certification. The District will reimburse tuition for PALS, ACLS, state licensing fee and national registry. Anyone who receives the money must be available for the District to use them as paramedics if the unexpected/short term need arises (up to six months). The most recently promoted paramedic will be subject to cover the vacancy.

If after six months there are others available on the recall list, that list will be utilized to fill the vacancy. If there are no other personnel qualified to fill a vacancy, the District will pursue other remedies. Personnel utilized to fill a vacancy under this policy will be relieved of job duties associated with their current rank. If a promoted paramedic is utilized to fill a paramedic vacancy, they will receive their regular salary with no additional compensation.

Minimum staffing of paramedics is five.

36. DAYLIGHT SAVINGS TIME

Due to going on daylight savings time each year, shift assignment employees work either an extra hour or an hour less than the regular 24-hour shift. For purposes of payroll time reporting, the shifts affected by the change on to and off of daylight savings time shall be treated as a regular 24-hour shift.

37. NO STRIKE, NO LOCK-OUT

During the life of this agreement, the District will not lock out any employee, nor will the Association cause, authorize, advise or encourage any interruption of work or any other concerted action. The term "interruption of work" shall mean any work stoppage or strike (including economic and unfair labor practice strikes). The term "other concerted action" includes picketing or boycott activities by the Association. There shall be no refusal to work on, handle or produce any materials or equipment because of a labor dispute.

Any employee engaging in any action prohibited by the Article shall be subject to immediate discharge or such other discipline as the District assesses. Such discharge or discipline may be reviewable through the grievance procedure.

38. GRIEVANCE PROCEDURE

In the event of disagreement or dispute concerning the interpretation or application of this MOU, or of existing written employment rules and regulations and established District employment policies and practices, or concerning disciplinary action or allegations of discrimination, the matter shall be resolved by the resort to the steps of the grievance procedure described below.

Time limits are included in the procedure to facilitate early settlement of grievances and they may be extended only by mutual agreement of the parties. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered resolved.

Association representatives may be present at all steps of the grievance. All grievances shall first be discussed on an informal basis between the employee and the supervisor and if the matter cannot be resolved in this manner it shall become the subject of a formal grievance.

FIRST STEP: Within 21 calendar days of the action complained of, the employee shall submit a written statement of the grievance to their supervisor. The parties shall meet and discuss the grievance within three business days of its receipt by the supervisor; and if the grievance is not settled at the meeting, the supervisor shall, within three business days of the meeting, deliver to the employee a written reply to the grievance.

SECOND STEP: If the supervisor's written reply from step one does not resolve the grievance, within five business days of the receipt of the reply by the employee, they shall submit written statement of the grievance to the District head. Within four business days thereafter, the District head, supervisor and employee shall meet to discuss the grievance. If the grievance is not resolved at the meeting, the District head shall deliver a written reply to the employee within three business days of the meeting.

THIRD STEP: If the District head's written reply from step two does not resolve the grievance, within four business days of the receipt of the reply by the employee, they shall request the District head to schedule a review of the grievance by members of the Fire Protection District Board appointed by the President of the Board. The committee shall meet with the employee within five business days of the request, and within five business days after the meeting, the committee shall deliver its reply to the employee.

FOURTH STEP: If the committee from step three reply does not resolve the grievance, the employee may submit the grievance to an impartial arbitrator by delivering to the District head a Notice of Arbitration within 10 business days after receipt of the committee's reply. The arbitrator shall be appointed by mutual agreement of the parties. If the parties do not agree on an arbitrator within 10 business days of the delivery of the Notice of Arbitration, an arbitrator shall be selected from a list of seven arbitrators submitted by the Federal Mediation and Conciliation Service by alternate striking of names until one name remains. The party who strikes the first name from the panel shall be determined by lot.

Either the District or the Association may call any employee as a witness, and the District agrees to release said from work if they are on duty. If an employee witness is called by the District, the District will reimburse him for time lost; if called by the Association, the Association may pay the expense.

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of the Agreement or ordinances, resolutions or rules. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by him by the respective parties in the presence of each other.

In the case of a disciplinary grievance, the arbitrator shall have the power to mitigate the penalty as equity suggests under the facts, including, where appropriate, returning the grievant to their employee status with or without restoration of back pay.

The mutual decision of the parties and/or the arbitrator in any dispute shall be the final and binding decision on all parties and there shall not be any appeal to another authority, board, commission and/or agency for it is the intent of the Agreement to supplement the Civil Service Commission hearing and appeal system with the provision of this Agreement.

The arbitrator may hear and determine only one grievance at a time without the express agreement of the District and Association unless more than one pending grievance raises the same issue or issues.

The District shall pay all arbitrator's fees and expense and the cost of the hearing room but all other costs shall be paid by the party incurring them.

39. LAYOFF PROCEDURES

In cases of abolition of positions which result in layoff of personnel or reduction in force, the following seniority policy shall apply to District members of the bargaining unit.

The individual with the least time in rank shall be first reduced. Where equal time in rank is the case, total time with the District shall be used to determine seniority.

The individual affected shall have the right to "bump" downward to the next lower sworn rank formerly held by the affected employee such that the last hired employee in the lowest sworn rank shall be the first employee laid off.

The above shall apply to dispatchers insofar as the individual with the least seniority in the District will be the first employee laid off.

40. OUT-OF-CLASSIFICATION WORK

The District and Association agree that it is the intent of District management, whenever possible, to avoid working an employee out of classification for a prolonged period of time. The District will limit an employee’s out-of-classification work or assignment to not exceed 960 hours in a fiscal year when the assignment is caused by a permanent vacancy.

It is further agreed that working an employee out-of-classification will occur only to meet the work requirements within the District and that if an employee is temporarily assigned to a rank higher than his or her own, he or she will be compensated with Temporary Upgrade Pay equal to the sum of: (1) the difference between the bottom step base salary of the upgraded position and the employee’s regular base salary; (2) plus the percentage of longevity pay the employee qualifies for (if any) calculated on the difference in bottom step base salary for the upgraded position and the employee’s regular base salary; and (3) the 5.35% EMT/AED (if the employee qualifies for this pay) on the total of items 1 and 2. A temporary promotion shall not result in a base salary reduction.

For the purposes of this article, an out-of-classification assignment is defined as the temporary full-time performance of all the duties of an authorized, funded, permanent, full-time position in one classification for a period beyond normal vacation and sick relief by an employee in a position in another classification.

For CalPERS classic members, the District will report temporary upgrade pay to CalPERS in each pay period in which an employee performs out-of-class assignments as described above.

Employees selected for temporary classification in other ranks will be selected from an eligibility list for that position. If no list is in effect, the employee selected will be chosen based on the needs of the organization at the time of the temporary promotion.

It is further agreed that trading of shifts amongst the members of the Association shall have no bearing on out-of-classification work.

41. PROBATIONARY PERIOD OF NEWLY PROMOTED EMPLOYEES

The probationary period of newly promoted employees shall begin on the official date of appointment.

Each newly promoted employee shall serve a probationary period of 12 months in the new position. Upon completion of the probationary period, the employee shall receive a written evaluation of their job performance.


42. ELIMINATION OF FIRE SERVICE

If the fire service function of the District is merged into another agency or if another agency assumes said function, then prior to such action, the District shall meet and confer with Association concerning the effects of such action.

Memorandum of Understanding – Montecito Firefighter’s Association

IN WITNESS WHEREOF, the parties have executed this agreement on this 1st day of July, 2022.


MONTECITO FIREFIGHTER’S ASSOCIATION



Lucas Grant
Association President

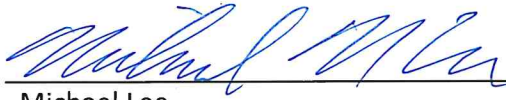


Alex Broumand
Association Negotiator

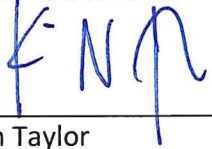


Ben Hauser
Association Negotiator

MONTECITO FIRE PROTECTION DISTRICT



Michael Lee
Board President



Kevin Taylor
Fire Chief

