

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MEMBERS OF STAFF  
AND  
MONTECITO FIRE PROTECTION DISTRICT

1. PREAMBLE

This Memorandum of Understanding hereinafter referred to as "MOU", is made and entered into this 21<sup>st</sup> day of July, 2010 by and between authorized representatives of the Montecito Fire Protection District ("District"), and the Members of Staff ("Staff"), listed in Item 2 of this MOU.

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.

2. RECOGNITION

The following Staff employees, of the District are covered by this agreement:

- (a) Division Chief/Operations
- (b) Battalion Chief/Fire Marshal
- (c) Battalion Chiefs
- (d) Accountant
- (e) Administrative Assistant

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.

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.

3. 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 District Board of Directors (“Board”) by majority vote.

4. 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 departments; 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.

5. SEPARABILITY, REPEALS, EFFECTIVE AND TERMINATION DATES

5.1 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.

5.2 REPEALS: All other MOUs and parts of MOUs and Resolutions pertaining thereto, inconsistent with the terms of this MOU, are hereby repealed.

5.3 CHANGES: The following items shall constitute the wages, hours and working conditions for employees represented by the staff.

5.4 TERM: This MOU shall be effective upon adoption, contingent upon amendments approved by members of staff.

6. NO DISCRIMINATION

The provisions of this MOU shall be applied equally to all staff members without discrimination to disabled, age, sex, race, color, religion, creed, national origin, mental or physical disability or marital status. Members of Staff and the District shall equally share the responsibility for the application of this provision.

7. 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.

- 7.1 ANNIVERSARY DATE: The anniversary on an annual basis from the date of hire.
- 7.2 PROMOTION DATE: Official date of promotion, which is generally granted upon verification of satisfactory performance and recommendation of supervisor.
- 7.3 APPOINTING AUTHORITY: Means the person or group of persons having the lawful power to make appointments to, or to remove persons from employment.
- 7.4 BOARD: When used alone means the District Governing Board.
- 7.5 ON CALL: Means the status of an employee who is not required to remain on District premises or at the scene of an emergency, but who shall leave word at his/her home or with the District where he/she may be reached or be available by pager.
- 7.6 OVERTIME: All hours worked by non-exempt members in any work period in excess of the applicable maximum hours as specified in the FLSA.
- 7.7 PERFORMANCE REPORT: Means the periodic evaluation of an employee's work reflected on forms prescribed by the District.
- 7.8 REGULAR EMPLOYEE: "Regular" employee means full time employees and does not include temporary and/or extra help employees.
- 7.9 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.
- 7.10 SALARY ADVANCEMENT: Means a salary increase, based upon satisfactory performance, recommended by the District.
- 7.11 SCOPE OF REPRESENTATION: Means wages, hours, and other terms and conditions of employment.
- 7.12 SHIFT: Means units of 24 consecutive hours that employees are scheduled to be on duty.
- 7.13 WORK PERIOD: For safety employees assigned to shift work, the work period is a cycle of 24 consecutive days starting from 0800 hours on April 15, 1985. The work period for full time 40 hour personnel is 7 consecutive days: 0800 Sunday through 0800 Sunday (168 hours). The work period for part time 20 hour personnel is 7 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 (168 hours).
- 7.14 DAYS: As applied to the grievance procedure, "days" mean regularly scheduled administrative work days.
- 7.15 ADMINISTRATIVE LEAVE: Leave with pay if authorized by the Fire Chief.

## 8. HOURS OF WORK

8.1 56 hour employees work 8 shifts of 24 hours each within a 24 day cycle (a total of 192 hours). This is an average workweek of 56 hours.

Example: xoxoxox/oooo/xoxoxox/oooooo (x = on shift; o = off shift).

8.2 40 hour non-exempt employees work a 40 hour workweek; 8 a.m. to 5 p.m., Monday through Friday. A 9/80 work schedule employee works eight 9 hour days plus one 8 hour day with alternating Fridays off. Example: yooxxxx/ooxxxx (y = 8 hour day, beginning on Friday; o = days off; x = 9 hour day)

Overtime earned at one and one-half the regular rate for all hours actually worked in any workweek in excess of 40 hours.

8.3 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.

8.4 40 hour exempt employees will normally maintain 8 a.m. to 5 p.m. work hours, 40 hours per week; dispatch will be notified of status when not in office during normal business hours. Responsibilities may from time to time require additional hours of work which are considered to be part of the normal work schedule. May be called upon to respond to emergencies or conduct fire district business outside of normal business hours.

8.5 All safety members agree to carry their District cell phone at all times.

8.6 All Miscellaneous members will reasonably cooperate with any reasonable procedures the district may adopt for the purpose of utilizing electronic devices (i.e. pagers, cell phones etc.) 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 \$20 per month for those employees who turn in their pager. This allowance will be paid semi-annually, in arrears on Jan 1<sup>st</sup> and July 1<sup>st</sup>. All pagers returned by 8/1/07, will receive 5 month allowance (\$100) on 1/1/08. Pagers returned after 8/1/07, a monthly allowance will start accruing on 1/1/08.

## 9. HOLIDAY POLICY

9.1 ACCRUAL: 56 hour employees 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.

Non-exempt, exempt 40 hour employees 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 6 months to be eligible for the first floating holiday). Part-time 20 hour employees holidays

and floating holidays are equal to 4 hours per day. Holiday time shall be taken each year, it is not accumulative past the end of the calendar year.

9.2 Holiday accrual is limited to 23 days (552 hrs). No additional holiday time may be accrued over 23 days.

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

9.4 PAY FOR HOLIDAY TIME ON TERMINATION: 56 hour employees eligible for holiday time who terminates or is terminated, shall be paid the hourly equivalent of his/her 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.

10. VACATION POLICY

10.1 Paid vacations shall be authorized only for regular employees.

10.2 PAYMENT FOR VACATION UPON TERMINATION: Any regular employee who terminates or is terminated shall be paid the hourly equivalent of his/her 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.

10.3 COMPENSATION RATE: While on vacation, employees shall be compensated at their regular rate of pay.

10.4 NOT SUBJECT TO RECALL: Employees on vacation leave shall not be subject to mandatory recall nor be penalized for refusals while on vacation period.

10.5 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.

10.6 EMERGENCY RECALL: Vacation time can be cancelled when the Fire Chief deems necessary.

11. VACATION ACCUMULATION:

11.1 For Battalion Chiefs:

Years of Service	Hours per Month
1 - 5	12
6 - 10	16
11 - 15	20
16 +	24

11.2 For 40 hour exempt and non-exempt employees:

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

11.3 For Chief Officers assigned to a 40 hour week:

Days per Year

25

11.4 For Part-time 20 hour non-exempt employees:

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

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

11.6 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.

11.7 No additional vacation benefits may accrue until the employee's accrued and unused vacation benefits are used sufficiently so the total is less than 500 hours for 40 hour employees, and twice the employee's current annual vacation benefit for 56 hour employees.

11.8 ACCRUAL ADJUSTMENTS: Upon reassignment to a forty (40) hour work week status from a fifty-six (56) hour work week status, an employees' combined leave balance shall be adjusted proportionally to provide an equivalent amount of time off by multiplying the hours by 66%.

11.9 Upon reassignment to a fifty-six (56) hour work week status from a forty (40) hour work week status, an employees' combined leave balance shall be adjusted proportionally to provide an equivalent amount of time off by multiplying the hours by 150%.

11.10 Upon temporary reassignment to a forty (40) hour work week status from a fifty-six (56) hour work week status, the employee will continue to earn vacation, holiday, and sick leave at the fifty-six (56) hour rate, however, time off that is taken during the temporary reassignment will be deducted at a rate of 12 hours for each 8 hours off.

12. VACATION SCHEDULING

12.1 Vacations are scheduled at the end of the calendar year. An employee may only schedule vacation hours earned through December 31.

12.2 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 Department. 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.

13. OVERTIME POLICY

13.1 FLSA OVERTIME: The FLSA provides overtime at the rate of time and one-half for those non-exempt employees who work beyond certain limits:

13.2 REGULAR OVERTIME is the voluntary or required working of hours in excess of a non-exempt 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 30 minutes.

13.3 EMERGENCY CALLBACK: For non-exempt employees, overtime for emergency callbacks will include 1 hour 30 minutes, at the rate of time and one half the regular hourly wage, for "response time". Overtime after arrival at station or assignment will be paid in 30 minute increments at time and one half.

13.4 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 level of manning as established by the District; an employee shall not be mandatorily held over for a period longer than 72 hours. This "mandatory" period will begin when the employee is first held over beyond his/her scheduled or elected shifts. Voluntary overtime and trades are not considered a part of this period.

14. COMPENSATION FOR SERVICES PERFORMED BY EXEMPT SALARIED EMPLOYEES DURING EMERGENCIES

The following schedule will be used to compensate salaried employees who volunteer for work for other entities during emergencies when assistance is requested under our mutual aid agreements and participation is authorized by the Fire Chief. This work is performed solely at the option of the employee, and is not considered to be part of the employee's normal salaried job duties.

14.1 METHOD OF CALCULATING COMPENSATION:

There will be no additional payment for time worked during scheduled on duty time at Montecito Fire District.

Off duty shifts will be paid at a determined rate per 12 hour period or portion thereof after at least 6 hours have been worked in the initial period, as explained below.

12 hour periods will be 0800 hrs. to 2000 hrs. and 2000 hrs. to 0800 hrs.

Payment will be from 0800 or 2000, whichever is closest to dispatch time; for example:

- (a) Dispatched at 1300 hrs.; reimbursement begins with 12 hour period starting at 0800 hrs.
- (b) Dispatched at 1500 hrs.; reimbursement begins with 12 hour period starting at 2000 hrs.

#### 14.2 OVERHEAD ASSIGNMENTS AND ASSISTANCE FOR HIRE IN OTHER JURISDICTIONS:

Payment will be according to the reimbursement schedule in the current OES Master Mutual Aid Agreement converted to a 12 hour period.

The method of computing any additional compensation for salaried employees will be as in item 14.1 (above).

14.3 When a chief officer is off due to sickness, vacation, holiday, fire assignment or any other reason, another chief officer may be called back to duty to provide minimum level of manning as established by the District. Battalion Chief's are currently paid bonuses of \$ 853.00 per 12 hour shift according to guidelines listed in item 14.1 above. Bonus pay to be adjusted by negotiated salary increase percentages thereafter.

#### 14.4 SPECIAL CIRCUMSTANCES WITHIN THE DISTRICT:

The Board may declare bonuses for salaried employees for special circumstances within the District. This will be determined by the Board at the time, taking into consideration the work performed by the employees and the financial resources of the District.

### 15. SICK LEAVE

15.1 ACCRUAL RATE: Sick leave shall be authorized only for regular employees. 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.

15.2 SICK LEAVE USAGE: Subject to the limitations expressed below, and the sick leave policy adopted by the Board on 9/18/95, sick leave may be applied to:

- (a) Absence caused by illness or injury to an employee.
- (b) Medical and dental office calls that cannot be scheduled for the employee's day off when absence during working hours for this purpose is authorized.

- (c) An amount not to exceed 96 hours during any calendar year to attend to the illness or injury of a child, parent, spouse or parents of the spouse of the employee, or for the birth or adoption of a child.
- (d) The fire chief may authorize additional use of sick leave.

15.3 VERIFICATION OF ILLNESS OR INJURY: An employee absent due to his illness or injury for more than 5 consecutive calendar days shall not be entitled to use sick leave credits for his/her absence on any day after the 5 days, or 3 shifts, unless and until he/she presents to the appointing authority a certificate signed by his physician stating that he/she was ill or injured on each day of such absence. An employee absent for a period of 7 consecutive calendar days due to illness or accident may, at the discretion of his/her appointing authority, be required to take a physical examination before returning to active duty.

Following any absence due to serious illness, injury, or exposure to contagious disease, whether or not sick leave was used, the District shall 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 he has reason to believe that an individual has had an illness or injury which, in his 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.

16. 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 he/she receives temporary disability indemnity.

17. 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 his/her doctor. During the period of certified disability, the employee uses accrued sick leave, comp time, holiday time and vacation. 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 District's

Family Care and Medical Policy (FCMP). 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.

17.1 Request for a leave of absence without pay may be granted by the Board in accordance with state law, Departmental policies and the following criteria:

- (a) Employee's seniority in District service.
- (b) Employee's job performance record.
- (c) 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 District's FCMP.

## 18. MILITARY LEAVE POLICY

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

18.1 NOTICE OF MILITARY LEAVE When an employee is called to military duty, he or she provide the Fire Chief with documentation of orders. He or she will also give advance notice to the Fire Chief of: (1) the need for the leave of absence and/or the use of vacation/holiday time; (2) the anticipated duration of the military leave; and (3) the type of duty for which the employee is being called.

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

18.3 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.

18.4 INACTIVE DUTY TRAINING Leaves for inactive duty training will be unpaid.

18.5 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.

18.6 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 (6) months (183 calendar days) of such leave per fiscal year. The employee will continue to accrue vacation, sick and other paid leave benefits at their regular accrual rate.

19. FAMILY CARE AND MEDICAL LEAVE

An employee may use sick leave for family care or medical leave subject to the limitations of Section 15.2 of this MOU.

When the limits of Section 15.2 are reached, the employee may then use their vacation time, then holiday time for up to 12 weeks as allowed under the District's FCMP. If an employee's leave balances are exhausted while on time off under the provisions of the District's FCMP, the employee may request a leave of absence without pay.

While on leave without pay, the employee continues to accrue benefits, including District paid insurance coverage for up to 12 weeks as allowed under the District's FCMP. After 12 weeks, the employee no longer accrues benefits and assumes responsibility for payment of insurance premiums (employee and employer portions).

20. BEREAVEMENT LEAVE

An employee may be absent for up to 2 consecutive work shifts (using accrued sick leave time) due to death of employee's immediate family. Immediate family to mean: spouse, parent, step parent, child, step child, sibling, grandparent, father/mother-in-law, or grandchild. When travel to a distant location, or other circumstances require absence in excess of the time allowed, the Fire Chief may allow additional use of accrued holiday time off, sick leave or vacation.

21. CATASTROPHIC LEAVE POLICY

21.1 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 his/her own available leave balances. 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 (20) consecutive work days. This can include the illness or injury to the employee's spouse, child, or parent.

21.2 CONDITIONS: To receive leave donations, an employee:

- (a) must have been employed in a regular position for a minimum of one year;
- (b) must be absent from work due to a single illness or injury for more than twenty consecutive work days (as verified by a physician's statement);
- (c) 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.

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

21.4 Donated time from forty (40) hour employees to a fifty-six (56) hour employee will be adjusted at a rate of twelve (12) hours for every eight (8) hours donated.

21.5 Donated time from a fifty-six (56) hour to a forty (40) hour employee will be adjusted at a rate of eight (8) hours for every twelve (12) hours donated.

21.6 Donations:

- (a) are voluntary;
- (b) are made from accrued vacation or holiday balances; donation of sick leave is not permitted;
- (c) must be for a minimum of eight (8) hours, in whole hour increments;
- (d) 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
- (e) are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

21.7 An employee may not donate more than ninety-six (96) hours to any other individual employee, and must maintain at least four (4) shifts (or eighty (80) hours for regular employees) for a vacation in the current year.

21.8 The total amount of donations received by recipient into his/her vacation balance by an employee shall normally not exceed 1200 hours; however, donations in excess of 1200 hours may be considered and approved by the Fire Chief.

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

21.10 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.

21.11 Donors and hours donated shall be maintained as confidential information.

21.12 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.

22. CONTINUING EDUCATION INCENTIVE

22.1 The District agrees to pay the cost of tuition and books for members enrolled in courses which have been approved by the Fire Chief prior to attendance.

22.2 When the District sends an individual to a specific class for any period of time, the individual shall be paid accordingly for his/her time at the class (school). Employees who are in attendance at a fire academy or other training facility, are not considered to be on duty during those times when they are not in class or at a training session, if they are free to use such time for personal pursuits. Such free time is not compensable.

22.3 Upon prior approval of the Fire District an employee may be compensated for mileage traveled in a personal vehicle at the rate of 48.5 cents per mile and adjusted by any periodic change to the Internal Revenue Service allowable mileage rates, provided the employee has provided the following information:

- (a) A copy of his/her current auto insurance and personal liability (to be on file at Fire District Headquarters), along with a photo or description of same vehicle.
- (b) Approval of estimated mileage.
- (c) A mileage claim form showing starting and ending mileage.

23. UNIFORM ALLOWANCE

Uniform allowance shall be \$1,000 per year, for full-time employees, \$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.

New full-time employees will receive an advance payment of \$500 with their first paycheck. New part-time employees will receive an advance payment of \$250 with their first paycheck. This will be deducted from the annual allowance until the initial amount has been repaid.

Both the Board, and staff 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 6 months of his 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 6 month period which commenced with the date of hire.

24. PERFORMANCE EVALUATIONS

In addition to introductory evaluations, performance evaluations for each employee shall be completed periodically. 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.

Any safety employee may have total review of the evaluation with his/her immediate supervisor and the Fire Chief.

25. MEDICAL EXAMINATIONS

District and staff 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 staff 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 Department doctor prior to returning to duty.

26. HEALTH INSURANCE

26.1 The parties agree that for the length of this agreement the District will pay the premium for health insurance for the employee and eligible dependents, up to a maximum of \$ 1124 per employee per month effective July 1, 2010.

Effective January 1, 2011, this amount will be increased to \$1184.

26.2 Health (up to the maximum stated in 25.1), dental and vision insurance premiums shall continue to be paid for by the District for all retirees and eligible dependants per Board Resolution electing to be subject to Meyers-Geddes State Employees Medical and Hospital Care Act adopted 9/15/69.

26.3 The department shall pay the entire premium for employee and eligible dependents for the DELTA Premier dental plan administered by Delta Dental Plan of California.

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

27. LIFE INSURANCE

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

- (a) \$50,000 on members life
- (b) \$50,000 for accidental death/dismemberment
- (c) \$1,000 for members dependents

28. DEFERRED COMPENSATION

The District will make a contribution of \$200 per month paid semi monthly to Hartford 457 plan for all full time employees after one year employment. (Effective 8/1/2010)

29. SALARY RATES (Effective 8/1/2010)

Position	Start	6 mo.	12 mo.	24 mo.	36 mo.
Admin. Asst.	\$7,318	\$7,686	\$8,069	\$8,474	\$8,900
Accountant	\$7,754	\$8,146	\$8,555	\$8,984	\$9,434
Battalion Chief	\$11,067	\$12,274			
Battalion Chief/FM	\$12,173	\$13,502			
Division Chief/Ops	\$13,349	\$15,055			

Hourly rate calculation for 56 hour employees:

52 wks X 56 hrs = 2912 hrs/yr  
monthly rate X 12 mos = annual rate  
Annual Salary / 2912 = hourly rate

29.1 SALARY RATES (Effective 7/1/2011)

All employees will receive a salary increase of 2%.

30. LONGEVITY INCENTIVE

3-5 years	= 2.75%	15-17 years	= 13.75%
6-8 years	= 5.5%	18-20 years	= 16.5%
9-11 years	= 8.25%	21-23 years	= 19.25%
12-14 years	= 11%	24+ years	= 22%

Longevity increases are effective following the anniversary date (i.e. 2 % following the 3rd anniversary).

31. 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.

32. RETIREMENT

32.1 The District pays the entire employee contribution to the Public Employees' Retirement System ("PERS") for all employees. This sum is equal to 9% of employee earnings for safety employees and 8% of earnings for miscellaneous employees. The plans provided are: Local Safety 3% at 55 Full and local Miscellaneous 3% at 60 Full.

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

32.2 For Local Miscellaneous employees, the District agrees to convert the Employer Paid Member Contributions to payrate during the Final Compensation Period pursuant to Government Code section 20692.

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

33. REPRESENTATION

The District shall recognize each employee individually.

34. EARLY RELIEF

For 56 hour employees, the definition of early relief: to relieve employees on the previous shift prior to the scheduled starting time.

Early relief may occur on a voluntary basis between employees of equal qualifications at the discretion of their supervisor. 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. DAYLIGHT SAVINGS TIME

Due to going on daylight savings time each April and off each October, 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.

36. NO STRIKE, NO LOCK-OUT

36.1 During the life of this agreement, the District will not lock out any employee, nor will staff 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 employee. There shall be no refusal to work on, handle or produce any materials or equipment because of a labor dispute.

36.2 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.

37. GRIEVANCE PROCEDURES

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 department 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.

A staff representative may be present at all steps of the grievance if requested by grieving party. 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 days of the action complained of, the employee shall submit a written statement of the grievance to his/her supervisor. The parties shall meet and discuss the grievance within 3 days of its receipt by the supervisor; and if the grievance is not settled at the meeting, the supervisor shall, within 3 days of the meeting, deliver to the employee a written reply to the grievance.

SECOND STEP: If the supervisor's written reply does not resolve the grievance, within 5 days of the receipt of the reply by the employee, he/she shall submit written statement of the grievance to the department head. Within 4 days thereafter, the department head,

supervisor and employee shall meet to discuss the grievance. If the grievance is not resolved at the meeting, the department head shall deliver a written reply to the employee within 3 days of the meeting.

THIRD STEP: If the department head's written reply does not resolve the grievance, within 4 days of the receipt of the reply by the employee, he/she shall request the department 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 5 days of the request, and within 5 days after the meeting, the committee shall deliver its reply to the employee.

FOURTH STEP: If the committee reply does not resolve the grievance, the employee may submit the grievance to an impartial arbitrator by delivering to the department head a Notice of Arbitration within 10 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 days of the delivery of the Notice of Arbitration, an arbitrator shall be selected from a list of 7 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 employee may call any employee as a witness, and the District agrees to release said from work if he/she is on duty. If an employee witness is called by the District, the District will reimburse him for time lost; if called by the employee, the employee 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 discharge or disciplinary layoff grievance, the arbitrator shall have the power to return the grievant to his/her employee status with or without restoration of back pay, or mitigate the penalty as equity suggests under the facts.

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 the employee unless more than one pending grievance raises the same issue or issues.

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

38. OUT-OF-CLASSIFICATION WORK

38.1 The District and Members of Staff agree that it is the intent of departmental management, whenever possible, to avoid working an employee out of classification for a prolonged period of time.

38.2 For the purposes of this article, an out-of-classification assignment is defined as the temporary performance of duties that are not a part of their normal job descriptions:

Examples	Accountant to Resource Unit Leader Division Chief to fill in for Fire Chief in his absence
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38.3 Beginning July 1, 1997, the Board approved an additional 1% pay benefit in lieu of "short term" out of classification work and for specialized training/certification.

38.4 Beginning July 1, 2011, the Board approved an additional 1% pay benefit in lieu of "short term" out of classification work and for specialized training/certification.

39. LAYOFF PROCEDURES

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

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

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

40. INTRODUCTORY PERIOD OF NEWLY PROMOTED PERSONNEL

The introductory period of newly promoted employees shall begin on the official date of appointment or appointment to temporary status.

If an employee has been appointed to temporary classification (approved by the Board) in the 12 month period prior to appointment to introductory status, that time shall count toward introductory time, up to a limit of 5 months.

Each newly promoted employee shall serve a introductory period of 6 months in the new position. Upon completion of the introductory period, the Fire Chief shall receive a written evaluation of the employee's job performance.

This report is to be completed by the employee's immediate supervisor and is to be reviewed with the employee prior to submission to the Fire Chief.

41. ELIMINATION OF FIRE SERVICE

If the fire service function of the Montecito Fire 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 staff concerning the effects of such action.

IN WITNESS WHEREOF, the parties have executed this agreement on this 21<sup>st</sup> day of July, 2010.

MONTECITO FIRE PROTECTION DISTRICT

By \_\_\_\_\_  
*Kevin Wallace, Fire Chief*

MONTECITO FIRE PROTECTION DISTRICT

By \_\_\_\_\_  
*Roland J. Jensen, Board President*

DIVISION CHIEF/OPERATIONS

By \_\_\_\_\_  
*Terry McElwee*

BATTALION CHIEF/FIRE MARSHAL

By \_\_\_\_\_  
*Al Gregson*

BATTALION CHIEF

By \_\_\_\_\_  
*Glen McLeod*

BATTALION CHIEF

By \_\_\_\_\_  
*Stu Pfister*

BATTALION CHIEF

By \_\_\_\_\_  
*Chip Hickman*

ACCOUNTANT

By \_\_\_\_\_  
*Charlene Lim*

ADMINISTRATIVE ASSISTANT

By \_\_\_\_\_  
*Geri Ventura*