

Lake County Fire Protection District

RESOLUTION NO. 22-0603

A RESOLUTION OF THE BOARD OF DIRECTORS ADOPTING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE BATTALION CHIEF AND THE LAKE COUNTY FIRE PROTECTION DISTRICT FOR JULY 1, 2022 THROUGH JUNE 30, 2026

RESOLVED BY THE Board of Directors of the Lake County Fire Protection District, that it finds, determines and hereby declares that:

1. The Memorandum of Understanding by and between the Battalion Chief and the Lake County Fire Protection District for the period from July 1, 2022 through June 30, 2026, attached hereto, is hereby adopted:
2. The Chairperson of the Board of Directors is hereby authorized to execute said Memorandum of Understanding on behalf of the Lake County Fire Protection District.

THIS RESOLUTION WAS PASSED AND ADOPTED by the Board of Directors of the Lake County Fire Protection District at a regular meeting held on June 22, 2022, by the following vote:

AYES: Ballard, Dean, Moore, Snyder, Watson

NOES: None

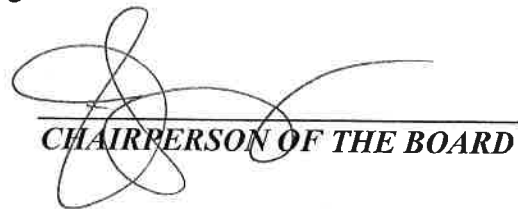
ABSENT OR ABSTAIN: Fults, Loustalot

ATTEST:



Miasha Rivas

Clerk of the Board


CHAIRPERSON OF THE BOARD

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Lake County Fire Protection District
AND
Battalion Chief**

July 1, 2022 – June 30, 2026

Article 1 Preamble

This Memorandum of Understanding (hereinafter referred to as MOU, or Agreement, interchangeable) has been prepared pursuant to California Government Code Sections and California Labor Codes, which pertain to public safety employees. This agreement has been made and executed by the Lake County Fire Protection District Board of Directors (hereinafter referred to as "District") and the Battalion Chief (hereinafter referred to as Employee) and satisfies the duty of the District to meet and confer with the Employee

The District and Employee having met and conferred in good faith regarding the terms and conditions of employment for Employee and having reached an agreement as set forth herein, agree to submit this MOU to the Board of Directors with the recommendation that the District adopt its terms and conditions and take such action as may be necessary to implement its provisions

Article 2 Purpose

It shall be the purpose of this MOU to promote and provide continuity of operation and employment through harmonious relations, cooperation, and understanding between the Board of Directors of the District and the Employee affected by the provisions of this agreement, and to set forth the understanding reached between the parties as a result of good faith negotiations pertaining to the matters set forth herein.

Article 3 Recognition

The District acknowledges the permanent, full-time, paid Employee as a recognized Safety Employee representing the Battalion Chiefs' position

Article 4 Employee Rights and Responsibilities

- a) The Employee shall be free to participate in organization activities without interference, intimidation or discrimination in accordance with State and District Rules and Regulations.
- b) The Employee shall have the right of representation before the Board of Directors regarding wages, hours, and working conditions

- c) The Employee shall have the right to reasonable notice of any proposed ordinance, resolution, regulation or rule relating to wages, hours, and working conditions.
- d) The Employee shall have the right to reasonable time off without loss of compensation or benefits when meeting and conferring with District representatives on matters relating to wages, hours, and working conditions.
- e) The Employee shall have the right of reasonable access to Employees and applicable documents for the purpose of processing grievances and appeals. Such access shall not interfere with the normal operations of the District or with safety and security requirements of the District.
- f) The Employee shall have the right to recommend changes to the personnel system and personnel rules and to meet and confer on changes thereof.

Article 5 Prior Negotiations and Agreements

- a) This MOU recognizes that prior to the acknowledgment of this agreement, the District negotiated in good faith with the Employee and reached agreement on specific modifications to the personnel system rules and regulations as well as salaries and benefits.
- b) This MOU shall supersede all previously negotiated MOUs. Any and all previous MOUs shall be null and void upon ratification of this signed MOU.

Article 6 Work Hours/Days/Weeks/Periods

- a) The Employee shall work a forty (40) hour work week with a thirty (30) day FLSA work period.
- b) The Employee shall work four (4) - ten (10) hour work days, five (5) - eight (8) hours work days or any combination of hours and days as needed and approved by the Fire Chief.
- c) Employees working a modified fifty-six (56) hour work week with a twenty-four (24) day FLSA work period. Employees shall work rotating tours of two (2) – twenty-four (24) hour shifts (i.e. 2 days) with four (4) – twenty-four (24) hour shifts off (i.e. 4 days). Work hours for a twenty-four (24) hour shift starts at 0800 and ends at 0800 the following morning.
- d) All time recorded for the District and Employee's records shall be computed in hours, except for the Employee's length of service.

Article 7 Salaries

Salaries shall be paid according to the following schedule:

	Annual	Monthly	Semi-Mo	Hourly
Probation	93,970.80	7,830.90	3,915.45	45.18
Permanent	95,380.36	7,948.36	3,974.18	45.86

Article 8 Retirement Contribution

- a) The District contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for Employees.
- b) The retirement contract for Employees, who are CalPERS Classic members, as defined by the Public Employment Retirement Law (PERL), is the 3% at 55 plan.
- c) The retirement contract for Employees, who are CalPERS PEPRAs members, as defined by the PERL, is the 2.7% at 57 plan.
- d) Effective July 1, 1997, the District agrees to amend the existing CalPERS contract Section 21335 to include a maximum 3% Cost of Living Allowance Increase.
- e) The District shall pay 100% of the Employees contribution, otherwise known as the Employer Paid Member Contribution (EPMC), for Classic members.
- f) PEPRAs members will be responsible to pay their own member contribution as required by the Public Employee's Pension Reform Act (PEPRA) of 2013.

Article 9 Deferred Compensation

- a) The Employee may contribute to a 457b deferred compensation plan from any of the investors the District contracts with.
- b) The District will not provide matching funds for the term of this agreement.

Article 10 Medical/Dental/Vision Insurance

- a) The District shall pay 100% of all medical/dental/vision insurance premiums.

Article 11 Life Insurance

- a) The District shall pay for an accidental death and dismemberment policy in the amount of \$50,000

Article 12 Other Post-Employment Benefits (OPEB)

- a) The District shall deposit into a Special Account designated to provide other post-employment benefits (OPEB) funds adequate enough to maintain the post-employment benefits for the Employee.
- b) Funds in the OPEB account, plus interest earned, are to remain in the account and are to be used specifically for payment of agreed upon insurance premiums for the eligible, retired Employee.
- c) The OPEB account is to be reviewed annually to ensure adequate funds are maintained in the account to provide benefits as intended.
- d) To be eligible for OPEB, Retirees must meet the following minimum requirements:
 - 1) A minimum of twenty (20) years of service with the District AND,
 - 2) Be a minimum of fifty-five (55) years of age
- e) Dependents are not eligible for OPEB. The Employee will have the option of family coverage, but the additional premiums will be at his/her own cost.
- f) Retirees shall receive medical, dental, and vision insurance from the District's current policy provider. The District shall be responsible to pay the full cost of the Retiree's insurance premiums directly to the policy provider. Insurance premium costs shall be based on the current expense for the Retiree only.
- g) OPEB will terminate at age 65, at the request of the Retiree, or upon the death of the Retiree.

Article 13 Holidays

- a) The following Holidays shall be observed by the Employee:
 - 1) New Year's Day
 - 2) Martin Luther King
 - 3) President's Day
 - 4) Memorial Day
 - 5) Independence Day
 - 6) Labor Day
 - 7) Columbus Day
 - 8) Veteran's Day
 - 9) Thanksgiving Day
 - 10) Day after Thanksgiving Day
 - 11) Christmas Eve
 - 12) Christmas Day

- b) Employees working a modified 56-hour work week shall receive one hundred and twenty (120) hours of annual Holiday time in lieu of pay for holidays worked.
 - 1) Probationary employees shall accrue Holiday time at ten (10) hours per month until a maximum of one hundred and twenty (120) hours has been accrued. Probationary Employees may use only the current accrued balance at the time of leave.
 - 2) Holiday time shall be granted on January 1st of each calendar year. All Holiday time shall be utilized by December 31st of each calendar year. It cannot be carried forward into the next calendar year.
 - 3) If there are unused hours, the Employee may cash out the Holiday time. The cash out request must be made in accordance with the current payroll schedule for payment by December 31st.
 - 4) Holiday time shall be compensated at the Employee's current, regular hourly rate.
 - 5) Usage and scheduling of Holiday time must be in accordance with District leave policies.
 - 6) Upon separation at retirement or termination of service for any reason, any accrued Holiday time which has not actually been earned, must be reimbursed to the District at time of severance.

Article 14 Floating Holidays

- a) The Employee shall accrue three (3) Floating Holiday days each calendar year which may be used, in all or in part, for any purpose. The number of hours for each of the Floating Holiday days shall be determined by the Employees current number of hours per work day (i.e. if working an 8 hour work day, each floating holiday shall be 8 hours. If working a 10 hour work day, each floating holiday shall be 10 hours).
- b) Floating Holiday time shall be granted on January 1st of each calendar year. All Floating Holiday time shall be utilized by December 31st of each calendar year.
- c) If there are unused hours, Floating Holidays shall not be compensated for or carried forward into the next calendar year.
- d) Upon separation at retirement or termination of service for any reason, any accrued Floating Holiday time, which has not actually been earned, must be reimbursed to the District at time of severance.
- e) Probationary Employees working a forty (40) hour work week shall accrue Floating Holiday time at a monthly prorated amount. The prorated amount is determined by of the total number of hours per year divided by 12 months.

Probationary Employees may use only the current accrued balance at the time of leave.

- f) Employees working a modified, fifty-six (56) hour work week shall accrue seventy-two (72) hours of annual Floating Holiday time that may be used, all or in part, for any purpose.
- g) Probationary Employees working a modified, fifty-six (56) hour work week shall accrue Floating Holiday time at a rate of six (6) hours per month until a maximum of seventy-two (72) hours has been accrued. Probationary Employees may use only the current accrued balance at the time of leave.

Article 15 Sick Leave

- a) Employees working a forty (40) hour work week shall be granted one (1) sick leave day per month. The number of hours for each sick leave day shall be determined by the Employee's current number of hours per work day (i.e. if working an 8-hour work day, each sick leave day shall be 8 hours. If working a 10-hour work day, each sick leave day shall be 10 hours).
- b) Employees working a modified fifty-six (56) hour workweek shall be granted twenty-four (24) hours of sick leave per work period (or 30.4 hours per month).
- c) Accrual of sick leave shall be unlimited. However, upon separation at retirement or termination of service, the Employee may either:
 - 1) Apply the total accrued, unused sick leave toward retirement service credits in accordance with CalPERS policies; OR
 - 2) Cash out one-half (1/2) of total accrued sick leave, not to exceed three (3) months base salary compensation.
- d) It is the Employee's responsibility to notify the District when absent from duty due to sickness or injury.
- e) The Employee, upon return to work after the fifth (5) consecutive work day of absence, must obtain a Doctor's Certificate or verification to the satisfaction of the District.
- f) When the Employee has an illness or injury causing sick leave and all other available time off to be exhausted, the Employee shall be eligible for a leave of absence, not to exceed six (6) months, with disability benefits paid at one-half (1/2) pay.

Article 16 Compensatory Time

- a) The Employee shall be exempt from Compensatory Time.

Article 17 Overtime

- a) The Employee shall be exempt from regular Overtime.

- b) If in the event the Employee is assigned to any incident, for which the District will receive full compensation by the lead agency, the Employee shall be compensated at one and one half (1 ½) times his/her regular rate for time spent outside his/her regular work day. All compensation paid out must only be for time claimed to the lead agency for compensation.

Article 18 Executive Leave

- a) The Employee shall receive eleven (11) days per year of executive leave in lieu of paid overtime.
- b) Probationary Employees working a forty (40) hour work week shall accrue Executive Leave time at a monthly prorated amount. The prorated amount is determined by of the total number of hours per year divided by 12 months. Probationary Employees may use only the current accrued balance at the time of leave.
- c) Executive leave shall be granted on January 1st of each calendar year. All Executive leave shall be utilized by December 31st of each calendar year. It cannot be carried forward into the next calendar year.
- d) Employees can cash out up to ninety-six (96) hours of Executive leave per calendar year.
- e) Scheduling of Executive must be in accordance with District leave policies.
- f) Upon separation at retirement or termination of service for any reason, any accrued Executive leave which has not actually been earned must be reimbursed to the District.

Article 19 Vacation Leave

- a) The Employees working a forty (40) hour work week shall earn vacation leave as follows:

Years of Service	Hours Accrued
1	40 hours
2-4	80 hours
5-10	120 hours
10-14	160 hours
15 or more	160 hours + 8 or 10 hours (based on the normal number of work hours per day) for each additional year of service in excess of 15 years

- b) The Employees working a fifty-six (56) hour work week shall earn vacation leave as follows:

Years of Service	Hours Accrued
1	96 hours
2-4	192 hours
5-10	288 hours
10-14	384 hours
15 or more	384 hours + 24 hours for each addition year of service in excess of 15 years

- c) Vacation leave shall be earned on the basis of net credited full-time service from the date of hire shown by the records of the District.
- d) For the convenience of scheduling annual vacation leave, vacation leave shall be awarded on January 1st of each calendar year, exclusive of any probationary period.
- e) For Employees working a forty (40) hour work week, the maximum accumulated amount of vacation leave that may be carried over each calendar year shall be 80 hours. The carry forward amount may be increased for special circumstances with approval of the Fire Chief.
- f) For Employees working a fifty-six (56) hour work week, the maximum accumulated amount of vacation leave that may be carried over each calendar year shall be seventy-two (72) hours. The carry forward amount may be increased for special circumstances with approval of the Fire Chief.
- g) In the case of severability or termination, any vacation leave utilized and paid for by the District that has not actually been earned, shall be reimbursed to the District.
- h) When an approved Holiday falls within a scheduled vacation leave, the Employee will be granted the Holiday off with regular straight-time pay in lieu of a vacation day. A Holiday may be used in conjunction with the Employee's vacation leave.
- i) The Employee may receive paid compensation in lieu of vacation leave for that time for which he is eligible and has not utilized.

Article 20 Bereavement Leave

- a) The Employee shall receive up to a maximum of five (5) days bereavement leave with pay due to the death of a family member.
- b) Bereavement leave, if not utilized, will not be compensated for or carried over in any way.

Article 21 Uniform Allotment

- a) Employees shall receive an annual Uniform Allotment for the sum of seven hundred and fifty dollars (\$750) for any work-related uniform maintenance or replacement or small personal equipment purchases each calendar year. The allotment will be provided in January each calendar year.
- b) Upon initial hire, the District shall provide Employees a full complement of duty uniforms in lieu of the Uniform Allowance or Allotment during year 1. A full complement includes:
 - 1) 2 pairs of pants
 - 2) 2 Class B shirts
 - 3) 2 LCFPD t-shirts
 - 4) 1 belt
 - 5) 1 jacket
 - 6) 1 pair of boots
- c) Upon successful completion of probation, the District will purchase the Employee a Class A uniform in lieu of the Uniform Allotment during year 2. If the Employee has a comparable Class A uniform, with supervisor's approval, the Employee may use that Class A in Lieu of the District purchasing a new one and receive the Uniform Allotment in year 2. If year 2 falls mid-calendar year, the amount will be prorated for the remainder of the calendar year at sixty-two dollars and fifty cents (\$62.50) per month (\$750/12 months).
- d) The Employee shall receive the seven hundred and fifty-dollar (\$750) uniform allotment at the start of year 3. If year 3 falls mid-calendar year, the amount will be prorated for the remainder of the calendar year at sixty-two dollars and fifty cents (\$62.50) per month (\$750/12 months).

Article 22 Vehicle Provision

- a) District shall provide the Employee with a take home, emergency equipped vehicle for District business and emergency/incident response, both on and off duty, and the District shall maintain the same in a safe and legal condition.

Article 23 Cell Phone Provision

- a) District shall provide the Employee with a cell phone for District business and emergency/incident response, both on and off duty.

Article 24 Probationary period

- a) All newly hired or promoted Employees shall be subject to a minimum of a one (1) year probationary period.
- b) Probationary Employees shall be subject to performance evaluations every four (4) months until the probationary period is completed.

- c) During the probationary period, the District may terminate the Employee for any reason and at any time.
- d) During the probationary period, the District, at its discretion, may return the Employee to his/her immediate prior rank or classification.
- e) The Employee's probationary period shall be included in computing seniority and benefits from date of hire or promotion.

Article 25 Evaluations

- a) The Employee will be subject to evaluation every year or as directed by the Fire Chief or Board.
- b) The Fire Chief shall conduct the Employee's evaluations.

Article 26 Terms of Agreement and Renewal

- a) The term of this agreement shall be for a period of four years (4) commencing on July 1, 2022 and terminating after June 30, 2026. At any time during the term of this agreement, the Employee and District may make changes upon agreement of both parties after meeting and conferring on the items to be changed.
- b) In January of 2026 the District and Employee agree to open negotiations pertaining to the contents of an agreement to become effective July 1, 2026.
- c) In the absence of an executed agreement for the period commencing July 1, 2026 the provisions of this agreement shall remain in effect.


Article 27 Implementation/Separability

- a) If any Article or Section of this Memorandum of Understanding should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted Legislation or by Judicial authority, all other Articles and Sections of the MOU shall remain in full force for the duration of the term of agreement.
- b) In the event of invalidation of any Article or Section the District and Employee agree to meet within thirty (30) days for the purpose of renegotiating said Article or Section.

Article 28 Ratification

- a) The District and the Employee acknowledge that this MOU shall not be in full force and effect until ratified by a simple majority vote of those Employees represented by this agreement and adopted in the form of a Resolution by the Board of Directors.

b) Subject to the foregoing, this MOU is hereby recommended for approval by the District and the Employee and entered into on this 22nd day of June 2022.



Jacqueline Snyder, Board Chairperson

xxxxxxx, Employee

