

**Memorandum of Understanding
BETWEEN
Lake County Fire Protection District
And
Finance Assistant**

July 1, 2022 – June 30, 2026

Article 1 Preamble

This Memorandum of Understanding (hereinafter referred to as MOU) has been prepared pursuant to and entered into in accordance with Title 1, Division 4, Chapter 10, Sections 3500-3510 of the 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 Lake County Fire Protection District administrative miscellaneous Finance Assistant employees (hereinafter referred to as Employees) and satisfies the duty of the District to meet and confer with the Employees.

The District and Employees having met and conferred in good faith regarding the terms and conditions of employment, 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 for continuity of operation and employment through harmonious relations, cooperation, and understanding between the District and the Employees 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 Finance Assistant as administrative miscellaneous employees.

Article 4 Employee Rights and Responsibilities

- a) Employees shall be free to participate in organization activities without interference, intimidation or discrimination in accordance with State, Federal and District rules and regulations.
- b) Employees shall have the right of representation before the District regarding wages, hours and working conditions.

- c) Employees shall have the right to reasonable notice of any proposed ordinance, resolution, regulation or rule relating to wages, hours and working conditions.
- d) Employees 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) Employees 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 the safety and security requirements of the District. Any requests for documents must be accompanied with a written authorization from the aggrieved or appealing employee.
- f) Employees shall have the right to maintain a bulletin board in an area readily accessible to the Employees.
- g) Employees 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 employees and reached agreement on specific modifications to the personnel system rules and regulations, as well as, salaries and benefits.
- b) This MOU shall incorporate all prior negotiations and agreements, as well as, current negotiations and agreements in an attempt to alleviate any future misunderstanding between the District and the Employees.

Article 6 Duties

- a) The District agrees to employ Employee as a Finance Assistant to perform duties as specified in the Finance Assistant job description, as well as other duties as assigned by the District that reasonably relate to the position.
- b) Employee agrees to remain in the exclusive employment of the District, except that the District acknowledges that Employee may engage in other professional activities (including teaching, writing, speaking), so long as those activities do not interfere or conflict with the Employee's duties as Finance Assistant.

Article 7 Work hours/days/weeks/periods

- a) All Employees shall work a forty (40) hour work week with a seven (7) day FLSA work period which consists of Monday through Sunday.
- b) The forty (40) hour work week shall consist of five (5) – eight (8) hour days.

Article 8 Salaries

- a) The base salaries for the Finance Assistant position shall be as follows:

<u>Fiscal Year</u>	<u>Annual</u>	<u>Monthly</u>	<u>Semi-Mo</u>	<u>Hourly</u>
2022/2023	39,936	3,328	1,664.00	19.20
2023/2024	41,160	3,430	1,715.00	19.79
2024/2025	42,300	3,525	1,762.50	20.34
2025/2026	43,152	3,596	1,798.00	20.75

Article 9 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 60 plan.
- c) The retirement contract for employees who are CalPERS PEPRA members, as defined by the Public Employment Retirement Law (PERL), is the 2% at 62 plan.
- d) Positions excluded from CalPERS are all part-time and volunteer positions.
- e) All Employees will be responsible to pay their own member contribution as required by the Public Employee’s Pension Reform Act (PEPRA) of 2013.

Article 10 Deferred Compensation

- a) The Employees 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 11 Medical/Dental/Vision/Life Insurance

- a) Employees have the option to use the District’s health insurance provider or contract with a provider of their choice (opt out).

- b) If the Employee chooses to use the District's health insurance provider, the District shall cover 100% of the health insurance premiums for the Employee and qualifying dependents.
- c) The District shall enroll the Employee in the group accidental death and dismemberment insurance plan. The District provides a \$10,000 policy for the Employee. The Employee has the option to purchase additional life insurance for his/her self and any dependents subject to the eligibility provisions of the life insurance provider and at the additional expense of the Employee.
- d) If the Employee chooses to opt out, the employee must provide proof of insurance coverage, and the District will provide a stipend for 50% of the average employee-only cost which will be calculated using the District's current health insurance provider and current rates at the time of opt-out.

Article 12 Other Post-Employment Benefits (OPEB)

- a) Employees are not eligible for Other Post-Employment Benefits.

Article 13 Holidays

The following holidays shall be observed by employees as paid days off:

- 1) New Year's Day
 - 2) Martin Luther King Jr. Day
 - 3) President's Day
 - 4) Memorial Day
 - 5) Independence Day
 - 6) Labor Day
 - 7) Columbus Day
 - 8) Veteran's Day
 - 9) Thanksgiving
 - 10) Day after Thanksgiving
 - 11) Christmas Eve
 - 12) Christmas Day
- a) Paid Holidays shall be compensated at the Employee's current, regular hourly rate.

Article 14 Floating holidays

- a) Employees shall receive three (3) Floating Holiday days each calendar year which may be used in all or in part for any purpose.
- b) Probationary employees shall earn Floating Holidays at 2 hours per month and can be used as accrued.
- c) Floating 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.
- d) If there are unused hours, Floating Holidays shall not be compensated for or carried forward into the next calendar year.
- e) Usage and scheduling of Floating Holiday time must be in accordance with District leave policies.
- f) 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.

Article 15 Sick Leave

- a) Employees shall be granted one (1) sick leave day per month.
- b) 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 the total accrued sick leave, not to exceed three (3) months base salary compensation.
- c) The Employee must immediately notify the District when absent due to sickness or injury. The Employee is not eligible for Sick leave for the time prior to such notice, unless the delay is shown to be unavoidable.
- d) If the Employee is absent for more than three (3) consecutive days, a physician's note or verification of illness to the satisfaction of the District is required upon return to work.

- e) When an Employee has an illness or injury causing Sick leave and all other available accruals have been exhausted, the Employee may be eligible for a leave of absence not to exceed six (6) months. Such leave of absence must be approved by the Fire Chief and Board of Directors.
- f) Upon separation at retirement or termination of service for any reason, any accrued Sick leave which has not actually been earned must be reimbursed to the District.

Article 16 Compensatory time

- a) Compensatory time off shall be granted to Employees in lieu of overtime pay at a rate of not less than one and one half (1½) hours for each hour of overtime worked.
- b) All compensatory time must be requested by the Employee and approved by the Financial Analyst prior to obtaining it in lieu of paid compensation.
- c) A maximum of eighty (80) hours of compensatory time off may be accumulated, with not more than eighty (80) hours to be carried forward into the next calendar year, unless approved by the Fire Chief.
- d) Compensatory time off may be taken at any time for any purpose with the prior approval of the Financial Analyst.
- e) Probationary Employees may not accrue compensatory time. Any overtime worked shall be compensated for according to Article 16 Overtime.

Article 17 Overtime

- a) Employees working in excess of forty (40) hours per work week shall receive compensation at one and one half (1½) times his/her regular base rate per hour.
- b) All Employees are responsible for keeping records of their incurred overtime and shall submit these records along with any appropriate District form(s) requesting compensation to the District Office for approval prior to receiving any overtime compensation.

Article 18 Executive leave

- a) Employees are not eligible for Executive Leave.

Article 19 Vacation leave

a) Employees shall accrue Vacation leave as follows:

Year of Service	Hours Accrued
1	40 hours
2-4	80 hours
5-9	120 hours
10-14	160 hours
15 or more	160 hours + 1 day for each additional year of service in excess of 15 years

- b) Vacation leave shall be earned on the basis of net credited, full-time service from the date of hire as shown by the records of the District.
- c) Probationary employees shall accrue Vacation leave at three and one-third (3.33) hours per month until a maximum of forty (40) hours has been accrued. Vacation leave will not be granted during the probationary period.
- d) Vacation leave shall be granted on January 1st of each calendar year. A maximum of eighty (80) hours may be carried forward into the next calendar year. Any additional hours must be approved by the Fire Chief.
- e) Use of Vacation leave shall be in accordance with District leave policies. Any conflicting leave requests shall be resolved by employee seniority. Scheduling of vacation leave shall take into consideration the current demands and staffing requirements at the discretion of the District.
- f) When an approved Holiday falls within an Employee's scheduled vacation leave, the Employee will be granted the Holiday off according to Article 12 in lieu of a vacation day. A Holiday may be used in conjunction with an Employee's vacation leave.
- g) Upon separation at retirement or termination of service for any reason, any accrued Vacation leave which has not actually been earned must be reimbursed to the District and any remaining accrued Vacation leave balance can be cashed out by the Employee.

Article 20 Personal Leave

a) Employees shall receive three (3) days of Personal Leave each calendar year.

- b) Personal Leave may be taken at any time for any purpose with prior approval of the Financial Analyst.
- g) Probationary employees shall earn Personal Leave at 2.0 hours per month and can be used as accrued.
- h) Personal Leave time shall be granted on January 1st of each calendar year and shall be utilized by December 31st of each calendar year. It cannot be carried forward into the next calendar year. If there are unused hours, Personal Leave shall not be compensated for or carried forward into the next calendar year.
- i) Upon separation at retirement or termination of service for any reason, any accrued Personal Leave time which has not actually been earned must be reimbursed to the District.

Article 21 Bereavement leave

- a) Employees shall receive paid Bereavement leave up to a maximum of five (5) days for the death of the Employee's family member. Refer to the District's Bereavement Leave Policy for the definition of a family member.
- b) All Bereavement leave shall be approved by the Fire Chief and/or his/her District representative in advance.
- c) Bereavement leave shall be compensated at the Employee's regular hourly rate.
- d) Bereavement leave not used shall not be compensated for or carried over in any way.

Article 22 Uniform Allotment

- a) Employees shall receive an annual Uniform Allotment for the sum of four hundred dollars (\$400) for uniform replacement and maintenance.
- b) Where possible, District accounts will be used to purchase uniform items. When not feasible, the Employee shall submit actual receipts to the District for expense reimbursements.
- c) Employees coming off probation shall receive a prorated uniform allowance at \$33.33 per month remaining in the calendar year.

Article 23 Vehicle provision

- a) Employees are not eligible for a District vehicle.

Article 24 Probationary period

- a) All newly hired or promoted Employees shall be subject to a minimum of twelve (12) months probationary period.
- b) Probationary employees shall be subject to performance evaluations every three (3) 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) The Employee's probationary period shall be included in computing seniority and benefits from date of hire or promotion.
- e) The probationary period may be extended beyond the minimum twelve (12) months upon direction of the Fire Chief.

Article 25 Performance evaluations

- a) Employees shall be subject to a performance evaluation annually.
- b) The Financial Analyst shall conduct the performance evaluations.
- c) Performance evaluations shall be based on information obtained through personal contact, personal observations, input from the Employee's immediate supervisors and input from the Employee.
- d) Performance evaluations shall be in writing and signed by both the Employee and the evaluator. All evaluations will become part of the Employee's permanent personnel records.

Article 26 Term of agreement and renewal

- a) The term of this agreement shall be for the period of July 1, 2022 and terminating after June 30, 2026. At anytime during the term of this agreement the Employee and the District may make changes upon agreement of both parties after meeting and conferring on the items to be changed.

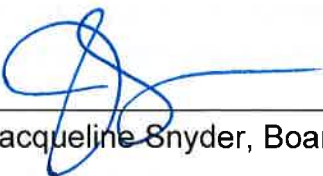
- b) In January 2026, the District and Employee agree to open negotiations pertaining to the contents of an agreement to become effective July 1, 2026.
- c) In the absence of an executed agreement for the period commencing July 1, 2026 the provisions of this agreement in effect July 1, 2022 shall remain in effect.

Article 26 Implementation/Separability

- a) If any article or section of this MOU 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 the agreement.
- b) In the event of invalidation of any Article or section, the District and Employees agree to meet within thirty (30) days for the purpose of renegotiating said Article or section.

Article 27 Ratification

- a) The District and the Employees 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 Employees and entered into on this 27th day of April 2022.



Jacqueline Snyder, Board Chairperson



Tiffany Franklin, Finance Assisstant