

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Lake County Fire Protection District
AND
Fire 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 Fire Chief (hereinafter referred to as Chief) and satisfies the duty of the District to meet and confer with the Chief

The District and Chief having met and conferred in good faith regarding the terms and conditions of employment for Fire Chief 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 Fire Chief 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 Fire Chief as a recognized Safety Employee representing the Chiefs' position

Article 4 Employee Rights and Responsibilities

- a) The Chief shall be free to participate in organization activities without interference, intimidation or discrimination in accordance with State and District Rules and Regulations.
- b) The Chief shall have the right of representation before the Board of Directors regarding wages, hours, and working conditions
- c) The Chief shall have the right to reasonable notice of any proposed ordinance, resolution, regulation or rule relating to wages, hours, and

working conditions.

- d) The Chief 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 Chief 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 Chief 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 Chief 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 Chief shall work a forty (40) hour work week with a thirty (30) day FLSA work period.
- b) The Chief shall work four (4) - ten (10) hour work days or five (5) - eight (8) hours work days, as approved by the District.
- c) All time recorded for the District and Chief's records shall be computed in hours, except for the Chief's length of service.

Article 7 Salaries

Salaries shall be paid according to the following schedule:

Fiscal Year	Annual	Monthly	Semi-Mo	Hourly
2022/2023	102,000	8,500	4,250	49.04
2023/2024	106,800	8,900	4,450	51.35
2024/2025	111,600	9,300	4,650	53.65
2025/2026	113,400	9,450	4,725	54.52

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 Chiefs, 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 Chiefs, who are CalPERS PEPRA 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 Chiefs contribution, otherwise known as the Employer Paid Member Contribution (EPMC), for Classic members.
- f) PEPRA 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 Chief 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 a Life Insurance Policy in the amount of \$300,000.
- b) 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 Chief.
- 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 Chief.

- 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 Chief 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 Chief:
 - 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) The Chief shall be compensated a maximum of 120 hours straight time pay in lieu of observance of any holidays he may have worked.
- c) Holiday time shall be compensated at the Chief's current, straight-time hourly rate.
- d) 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 Chief 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 Chief's 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.

Article 15 Sick Leave

- a) The Chief shall be granted 12 hours per month of sick leave.
- 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 total accrued sick leave, not to exceed three (3) months base salary compensation.
- c) It is the Chief's responsibility to notify the District when absent from duty due to sickness or injury.
- d) The Chief, 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.
- e) When the Chief has an illness or injury causing sick leave and all other available time off to be exhausted, the Chief 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 Chief shall be exempt from Compensatory Time.

Article 17 Overtime

- a) The Chief shall be exempt from regular Overtime.
- b) If in the event the Chief is assigned to any State or Federal incident, the Chief shall be compensated at one and one half (1 ½) times his/her regular rate for time spent outside his/her regular work day.
- c) If in the event the Chief is assigned to any incident, for which the District will receive full compensation by the lead agency, the Chief 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 Chief shall receive eleven (11) days per year of executive leave in lieu of paid overtime.
- b) Unused executive leave may be submitted for pay or carried over from year to year.
- c) A maximum of 80 hours of executive leave time may be carried on the books of the District from year to year.

Article 19 Vacation Leave

- a) The Chief 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 + 10 hours for each addition 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 shown by the records of the District.
- c) 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.
- d) The maximum accumulated amount of vacation leave that may be carried over each calendar year shall be 80 hours.
- e) 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.

- f) When an approved Holiday falls within a scheduled vacation leave, the Chief 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 Chief's vacation leave.
- g) The Chief 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 Chief 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) The Chief shall receive an annual Uniform Allotment for the sum of seven hundred and fifty dollars (\$750) for uniform replacement and maintenance.

Article 22 Vehicle Provision

- a) District shall provide the Chief 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 Chief 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 Chiefs shall be subject to a minimum of a one (1) year probationary period.
- b) Probationary Chiefs 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 Chief for any reason and at any time.
- d) During the probationary period, the District, at its discretion, may return the Chief to his/her immediate prior rank or classification.
- e) The Chief's probationary period shall be included in computing seniority and benefits from date of hire or promotion.

Article 25 Evaluations

- a) The Chief will be subject to evaluation every year or as directed by the Board.
- b) District representatives as directed by the Board of Directors shall conduct the Chief'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 Chief 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 Chief 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 Chief agree to meet within thirty (30) days for the purpose of renegotiating said Article or Section.

Article 28 Ratification

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



Jacqueline Snyder, Board Chairperson

William Sapeta

William Sapeta, Fire Chief
