



2022/2024

MEMORANDUM OF UNDERSTANDING

BETWEEN

NORTH CENTRAL FIRE PROTECTION DISTRICT

AND

**NORTH CENTRAL PROFESSIONAL FIRE FIGHTERS
LOCAL 5260**

**MEMORANDUM OF UNDERSTANDING
NORTH CENTRAL PROFESSIONAL FIRE FIGHTERS LOCAL 5260**

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**2022/2024 MEMORANDUM OF UNDERSTANDING BETWEEN THE
REPRESENTATIVES OF THE NORTH CENTRAL
FIRE PROTECTION DISTRICT (DISTRICT)
AND
NORTH CENTRAL PROFESSIONAL FIRE
FIGHTERS LOCAL 5260 (LOCAL 5260)**

ARTICLE 1. TERM OF MEMORANDUM OF UNDERSTANDING

The term of Memorandum of Understanding shall be January 1, 2022 through December 31, 2024.

ARTICLE 2. RECOGNITION

The District recognizes Local 5260 as a sole and exclusive bargaining unit for all full-time, permanent classifications in the Fire unit. Classifications represented are Fire Captains Fire Engineers, Firefighters I, and Firefighter II.

ARTICLE 3. REGULATIONS, POLICIES AND PROCEDURES

The District has adopted various policies, procedures, and regulations (“District Policies”). These District Policies shall remain in effect and be applicable to all members of the bargaining unit unless a specific provision of this MOU specifically contradicts the policy.

ARTICLE 4. WAGES

Compensation.

Effective the first pay period after ratification of the MOU or January 1, 2022 (whichever is later), employees shall receive a salary increase of 2% above base pay.

Effective the first pay period after January 1, 2023, employees shall receive a salary increase of 3% above base pay.

Effective the first pay period after January 1, 2024, employees shall receive a salary increase of 3% above base pay.

Strike Team Pay

All employees will be compensated (portal to portal) beginning at the time of arrival at the fire station reporting location to their return to the District fire station. Employees will be compensated when an employee is utilized to place equipment back in service.

The District reserves the right to staff OES resource request, based on resources available at the time of request.

Premium Pay

Suppression personnel who are transferred from a 56-hour work week to a 40-hour work week for more than a full pay period will receive a ten percent (10%) Premium Pay.

ARTICLE 5. UNIFORM AND EQUIPMENT ALLOWANCE

The District shall provide each employee an annual uniform allowance of five hundred and fifty dollars (\$550) for the purpose of purchasing all required uniforms, and two hundred dollars (\$200) for the cleaning and maintenance of current uniforms.

Uniform allowance for cleaning and maintenance (\$200) will be paid the first pay period of December.

The District shall pay for the replacement of an employee's safety shoes and that are damaged and no longer serviceable, if such damage occurs in the line of duty through no fault of the employee. In the event of proven negligence or violation of policy by the employee, the replacement costs will be borne by the employee.

ARTICLE 6. HOURS OF WORK AND OVERTIME

Hours and Work Schedule

- a) A working shift shall consist of twenty-four (24) hours.
- b) Scheduling of work shifts shall be based on calendar months.
- c) Employees work an average of 56 hours per week and 2912 hours per year. Employees currently work a rotating 48/96 shift schedule consisting of a two (2) shifts on duty followed by four (4) shifts off duty.
- d) A shift shall commence at 0800 and terminate at 0800 the following morning.
- e) The District maintains the right to create other work schedules to meet operational needs.
- f) A 24-day work period applies to employees pursuant to Section 7(k) of the F.L.S.A.
- g) The District recognizes day-light savings time, and will compensate for the full 24 hour shift evening if the employee works 23 hours. The employee that works 25 hour shift will also be compensated for a 24 hour shift.

Overtime: General

In the event that a need for overtime should occur in the District because of emergency, rescue, sickness, vacations or other unavoidable conditions, overtime shall be paid at 1.5 times the employee's regular hourly rate of pay. Overtime shall consist of all work time in excess of regular scheduled work shifts.

Call-Back Pay

Callback by means of telephone, cell phone notification or radio communication shall be required. Callback pay shall be on the following basis:

Employees are to be paid at the rate of one and one-half times their normal rate of pay. Hours accumulated above the two-hour minimum shall be at the time and one-half rate. Compensation shall commence at the time the employee arrives at reporting location.

Those employees contacted by phone for callback shall respond to the reporting location as directed within a reasonable travel time , obeying all traffic laws enroute.

Compensatory Time Off (CTO)

Accrual of CTO by 40-Hour Sworn Employees

Sworn employees that are eligible for overtime and assigned to a 40-hour work week may accrue CT on a 1.5 basis in lieu of cash payment for overtime worked. CT accrued in a 40-hour position is converted to a 56-hour rate to a maximum balance of 108-hours. Forty- hour employees who work a 24-hour overtime shift may credit the time to CT.

ARTICLE 7. SHIFT TRADE

An employee may exchange all or any portion of a work shift in a manner consistent with the FLSA and District policy, provided the replacement is of like rank or holding a long-term acting position within the same rank of the shift trade. The District is not responsible for shift trade arrangements made between employees and is not responsible for any record keeping. Outstanding shift trade paybacks are the responsibility of the individuals involved. According to the FLSA, shift exchanges are not considered "hours worked" and, therefore, do not have to be paid back in the twenty-four day cycle. An employee who owes time to another employee shall work for the other employee, and cannot pay it back in vacation time or other paid leave time. Shift trades shall be repaid within twelve months of the original traded shift.

ARTICLE 8. SENIORITY

CLASSIFICATION SENIORITY DEFINED Classification seniority (also referred to as “Time in Rank”) shall be based on the time in classification plus time spent in a higher classification, within the District, shall count toward seniority if such time was part of continuous service. Authorized leaves of absence shall not affect classification seniority. When two (2) or more employees are assigned to the payroll on the same date, seniority shall be determined by the promulgated hiring list. All other ties shall be broken by earliest submitted date and time of the employee’s application to the District.

DISTRICT SENIORITY DEFINED District seniority shall be based on continuous employment service with the District.

SENIORITY APPLICATION Seniority qualifies an employee for: (1) Time off preference on Annual vacation draws shall be conducted by district-wide seniority in conjunction with the annual draw. (2) Classification seniority is the primary factor in shift and station selection in the Bi-Annual draw.

ARTICLE 9. VACATION LEAVE

Full-time employees are eligible to accrue paid vacation benefits beginning the first day of employment. You will not accrue vacation benefits if you are on a leave of absence or are suspended.

The administration of annual vacation leave is in conformance with the *North Central Fire District, Board Resolution 19-02*. See *Administrative Manual, Section 101.002 Constant Staffing Policy* for procedures; and *Administrative Manual, Section 100.001 Employee Handbook*

56-Hour shift employees accrue paid vacation as follows:

Length of Service	Bargaining Unit Members	
	Accrual per Pay Period	Annual Vacation Accrual
0 to 5 years	5.00 hours	120 hours (5 shifts)
6 to 10 years	7.00 hours	168 hours (7 shifts)
11+ years	9.00 hours	216 hours (9 shifts)

The vacation periods begin each Fiscal Year (FY) on July 1st and ending on June 30th. Each member will draw vacation periods based on seniority in January/February each year. A member may elect to draw their vacation in one consecutive period or split the vacations in two periods. Members will draw vacation selections using Request (NC-83) form.

Also see *Administrative Manual, Section 106.022*, Leave Payoff Request (NC-20) form and *Administrative Manual, Section 100.001 Employee Handbook*.

The amount of vacation time you may accumulate must not exceed 2 times the maximum number of hours for which you are eligible in the year. For example, any hours carried over more than two fiscal years may be paid out by the District at straight time.

56-hour employees may begin using accrued vacation time after one year of employment and use of vacation time is governed by Administrative Manual, Section 100.001.

The scheduling of your vacation depends in part on the District's operational needs and the requests for vacation and leaves of absence of other employees. Please submit all vacation requests to your supervisor with as much advance notice as possible, and do not make unchangeable plans, such as buying an airline ticket, until you know the request has been approved

All available vacation must be used before unpaid time off will be permitted.

The District has a policy allowing employees to "cash out" accrued vacation hours see *Administrative Manual, Section 101.002 Constant Staffing Policy*.

ARTICLE 10. SICK LEAVE

In compliance with California's Healthy Workplaces, Healthy Families Act, all employees accrue state-mandated paid sick leave on a monthly basis as follows:

56-hour employees: 12 hours per month

A new employee is entitled to use accrued sick leave beginning on the 90th day of employment.

Employees must use sick leave in at least two-hour increments, unless a smaller amount of time is approved by a supervisor. Sick leave will be paid at the employee's regular hourly rate of pay.

Unused sick leave will not be paid to the employee at the separation of employment. Employees who separate from NCFPD and are rehired will not have any sick leave reinstated.

NCFPD will maintain records documenting sick leave accrued and used. The District will make these documents available within 21 days upon request.

ARTICLE 11. Holiday Pay

NCFPD observes the following paid holidays for all full-time employees:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Day after Thanksgiving
- Christmas Day

40-hour employees will also be given half-day (4 hours) paid holidays on Christmas Eve and the Friday before Easter Sunday.

If a holiday falls on a Saturday it will be observed the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. All holiday observances will be announced in advance.

If a holiday falls during your approved vacation period, and you would have otherwise been scheduled to work, you will be paid for the holiday and will not be charged with a vacation day.

Any 56-hour employees who are regularly scheduled to work on an observed holiday will receive an additional .5 hour of straight time pay equal to overtime for the number of hours worked.

On occasion, the Fire Chief may assign certain 40-hour employees to work on an observed holiday. When this occurs, the employee will be paid at 1.5 times his/her hourly rate for each hour worked.

ARTICLE 12. Bereavement Leave

Upon the death of a member of an employee's immediate family, (employee's family is defined by law which currently includes a parent, spouse, registered domestic partner, child, sibling, mother-in-law, or father-in-law, grandmother, grandfather, spouse's grandmother, or spouses' grandfather) the employee shall be allowed use of sick leave not to exceed forty-eight (48) hours

for 56-hour employees and up to three consecutive working days for 40-hour employees. Use of sick leave to attend the funeral of a person other than a member of the immediate family may be granted to an employee by the Fire Chief or designee.

There may be cases in which circumstances call for more than three days, and employees may be allowed to use vacation or unpaid time with the approval of the Fire Chief.

ARTICLE 13. MEDICAL INSURANCE

The District will make available group medical, dental, optical and life insurance to all full-time employees. However, DISTRICT's contribution shall be 80% of the total cost for these benefits with a maximum DISTRICT contribution of \$1,600 per month effective January 1, 2021.

Consistent with State requirements, the District shall allow the bargaining unit participate to the California State Disability Insurance.

ARTICLE 14. LIFE INSURANCE

The District shall provide a \$15,000 life insurance plan for all employees.

ARTICLE 15. RETIREMENT

Employees eligible to participate in the District's Retirement Plan ("Plan") shall contribute a percentage of Compensation to the Plan equal to one-half of the total normal costs as determined by PARS. The District shall also contribute a percentage of Compensation to the Plan equal to one-half of the total normal costs as determined by PARS.

ARTICLE 16. PHYSICAL EXAMS

The District shall pay for any physical examination expressly required to State or Federal law as a condition of employment if conducted by the District contracted medical provider. Such physical examinations shall be scheduled with the approval of the Fire Chief. Depending on the length of the exam, the Fire Chief will determine if the appointment may be scheduled on or off duty.

The District shall pay for TB testing and scheduled by the District on-duty, the reading of the test will be the responsibility of the employee.

ARTICLE 17. OUTSIDE EMPLOYMENT

Pursuant to Government Code Section 1126, No full-time employee shall engage in outside employment or an enterprise that the Fire Chief may find unsuitable and in conflict with their

municipal duties or responsibilities or that lessens their effectiveness as a District employee. All outside employment is prohibited when employee is off work from illness or injury, or disciplinary reasons.

ARTICLE 18. MANAGEMENT RIGHTS

The District retains all its exclusive rights and authority under State law and expressly and exclusively retains its management rights, which include but are not limited to:

- A. the exclusive right to determine the mission of its constituent departments, commissions, boards;
- B. set standards and levels of services;
- C. determine the procedures and standards of selection for employment and promotions;
- D. direct its employees;
- E. determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons;
- F. maintain the efficiency of governmental operations;
- G. determine the methods, means, and numbers and kinds of persons by which government operations are to be conducted;
- H. determine methods of financing;
- I. determine style and/or types of District-issued equipment to be used;
- J. determine and/or change the facilities, methods, technology, means, organizational structure and composition of the work force, and allocate and assign work by which the District operations are to be conducted;
- K. determine and/or change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all JPA functions, including, but not limited to, the right to contract for or subcontract any work, labor, services, or operations of the District;
- L. assign work and schedule employees in accordance with requirements as determined by the District. The Fire Chief, or the Fire Chief's designee with the prior approval of the Fire Chief, has the right to establish and change work schedules, station assignments and shift assignments upon reasonable notice. Reasonable notice for purpose of this section will be no less than 14 days before an employee is scheduled to fill a station or shift assignment;

- M. establish and modify productivity and performance programs and standards;
- N. discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law.

ARTICLE 19. GRIEVANCE PROCEDURE

Purpose

The purpose of this grievance procedure is to resolve disputes lowest level possible. A grievance is defined as a claimed misapplication or misinterpretation of a District rule or regulation relating to an existing employee right or duty, or a provision of this agreement. This grievance procedure cannot be used if the employee is seeking the same resolution through another established procedure, unfair employer-employee relations charge, or a fact-finding procedure.

Failure of the member to file the grievance or an appeal within the specified time limit for any step of the procedure shall constitute an abandonment of the grievance. Failure of the responsible supervisor or District official to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the member. All time limits herein may be extended by mutual agreement of the parties.

Step 1 – Informal Discussion

Within 7 calendar days from the time the employee becomes aware or should have been aware of the issue or incident, the employee or his/her representative may discuss the grievance with their supervisor in an attempt to informally resolve the dispute. Step 1 of this grievance procedure is optional.

Step 2 – Formal Grievance

If either the dispute is not resolved at Step 1 above or (if the grievance was not submitted to Step 1), the employee or his/her representative shall have 14 calendar days to file written formal grievance with the employee's immediate supervisor. The grievance must set forth:

- the rule, regulation or MOU provision claimed to have been violated,
- describe the specific incident or circumstances of the alleged violation, and
- specify the remedy sought.

Upon receipt of a written grievance, the immediate supervisor shall give the member a written reply within nine calendar days.

Step 3 – Grievance Appeal

Should the employee not be satisfied with the response received from the immediate supervisor, the member may within nine calendar days file an appeal to the Fire Chief or his or her designee.

When submitting the appeal to the Fire Chief, the employee and the Union may elect to first have the dispute sent to advisory arbitration. The cost of the advisory arbitration (arbitration fees and transcription) shall be split equally between the parties. Both parties are responsible for the cost of their own representative and any witness fees. The Union and the Department shall mutually agree on the selection of the arbitrator. If an agreement cannot be reached, the parties shall request a list of arbitrators from the state mediation and conciliation services and alternate striking names. The parties will flip a coin to determine who has the option to strike first.

Once submitted to the arbitrator, the arbitrator shall conduct a hearing to review evidence and hear witnesses. The arbitrator shall then issue an advisory opinion which will not be binding but shall be submitted to the Fire Chief for consideration.

Once submitted to the Fire Chief, the Fire Chief shall have 28 calendar days after receipt of the appeal or the advisory opinion to review the matter, investigate, and provide a written answer to the appeal explaining clearly his/her decision or proposed action and reasons thereof. The employee shall have the opportunity, if desired, to present to the Fire Chief his/her position regarding the grievance. The Fire Chief may confer with the employee and appropriate supervisors in an attempt to bring about a harmonious solution. The Fire Chief's decision is final and non-appealable.

ARTICLE 20. ASSOCIATION RIGHTS

Payroll Deduction

The District agrees to continue payroll deductions for members of the NCPFA for NCPFA membership dues. Such deductions shall be made pursuant to payroll deduction policies and procedures as established by the District.

The NCPFA agrees to indemnify, defend and hold the District harmless against any claims made of any nature whatsoever, and against any suit instituted against the District arising from its deductions for dues or insurance or other programs sponsored by the NCPFA.

ARTICLE 21. NO STRIKE/NO LOCKOUT

The Group agrees that during the term of the Memorandum of Understanding, neither the Group nor the employees it represents will engage in, encourage, sanction, support, or suggest any strikes. The employer agrees that it will not lockout any of its employees during the term of this Memorandum of Understanding.

ARTICLE 22. NONDISCRIMINATION

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without discrimination in accordance with state and federal law.

Employees may elect to exercise their right to join and participate in the activities of Local 5260 for the purposes of representation in all matters of their working conditions and employer-employee relations. The parties agree that there shall be no restraint, coercion, or interference with any employee with respect to or because of the employee's membership in said unit.

ARTICLE 23. RESIDENCY REQUIREMENT

Employees hired after January 11, 2021, must establish and maintain residency throughout employment with the District. To maintain residency the employee must reside within 45 driving miles of the North Central Fire Protection District jurisdictional boundaries, unless waived by the Fire Chief.

ARTICLE 24. SAVINGS CLAUSE

Should any provision of this Agreement be held inoperative, void, or invalid by a Court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected thereby, and the parties shall meet and confer for the sole purpose of arriving at a mutually satisfactory replacement of such provision.

ARTICLE 25. ACCESS TO PERSONNEL RECORDS

Pursuant to Labor Code section 432, employees have the right to request a copy of documents signed by the employee relating to the obtaining or holding of employment.

Pursuant to Labor Code section 1198.5, employees have the right to inspect or receive a copy of personnel records related to your performance or any grievance concerning you.

The District will make personnel records available within 30 calendar days from the receipt of the employee's written request.

NCFPD will not provide employees with records relating to the investigation of a possible criminal offense, letters of reference or rating reports or records obtained prior to the employee's employment, prepared by examination committee members or obtained in connection with a promotional examination. Prior to production the District may redact the names of any nonsupervisory employees. The employee will be responsible to pay the actual costs of reproduction.

Upon request, NCFPD will provide the employee with a copy of your paycheck stubs (which may be a computer-generated document) showing information such as hours worked, compensation earned and deductions. The District will provide you with these records within 21 days of the employee's written request. Employees will be responsible to pay the actual costs of reproduction.

**REPRESENTATIVES OF THE DISTRICT
DISTRICT**

REPRESENTATIVES OF LOCAL 5260

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____
