
HEARTLAND COMMUNICATIONS FACILITY AUTHORITY

MEMORANDUM OF UNDERSTANDING

JULY 1, 2022 TO JUNE 30, 2025

ARTICLE 1 – INTENT	4
ARTICLE 2 – RECOGNITION.....	4
SECTION A – CLASSIFICATION	4
ARTICLE 3 – COMPENSATION.....	4
SECTION A – CURRENT SALARY	4
SECTION B – PROGRESSION FOR MERIT STEP INCREASES.....	4
SECTION C – APPLICATION OF THE COMPENSATION SCHEDULE	5
SECTION D – PROMOTION TO ANOTHER CLASS.....	6
SECTION E – PAY INCREASES OTHER THAN ADVANCEMENT AND PROMOTION	6
SECTION F – TRANSFER TO ASSIGNMENT WITHIN THE CLASSIFICATION	7
SECTION G – PAYDAYS/EARLY PAY CHECKS	7
SECTION H – WORKDAY/WORKWEEK HOURS AND WORK SCHEDULE	7
SECTION I – CALL-BACK PAY	8
SECTION J – RETENTION BONUS.....	8
SECTION K – PORTAL TO PORTAL	8
SECTION L - NIGHT SHIFT DIFFERENTIAL.....	9
ARTICLE 4 – PREMIUM PAY	9
SECTION A – OVERTIME.....	9
SECTION B – COMPENSATORY TIME	9
SECTION C – TEMPORARY OUT OF CLASS ASSIGNMENT	10
SECTION D – COMMUNICATIONS DUTY OFFICER (CDO) STIPEND	10
SECTION E – MILEAGE REIMBURSEMENT	10
SECTION F – TUITION AND BOOK REIMBURSEMENT.....	11
SECTION G – STATE DISABILITY INSURANCE (SDI) INTEGRATION	11
SECTION H – UNIFORMS.....	12
SECTION I – BILINGUAL PAY.....	12
SECTION J – PAGER INCENTIVE	12
SECTION K – EMERGENCY MEDICAL DISPATCH (EMD) PERFORMANCE PAY.....	12
SECTION L – STANDBY DUTY AND PREMIUM PAY	11
ARTICLE 5 – HEALTH AND WELFARE	13
SECTION A – MEDICAL INSURANCE.....	13
SECTION B – DENTAL INSURANCE	14
SECTION C – LIFE INSURANCE	14
SECTION D – CAFETERIA BENEFIT PLAN.....	14
SECTION E – VISION INSURANCE	15
SECTION F – EMPLOYEE LIABILITY	15
SECTION G – RETIREMENT SYSTEM (PERS)	15
SECTION H – FLEXIBLE BENEFIT PLAN	17
SECTION I – ORTHODONTIC PLAN	17
ARTICLE 6 – LEAVES/TIME OFF.....	16
SECTION A – VACATION.....	16

SECTION B – HOLIDAYS	19
SECTION C – SICK LEAVE	21
SECTION D – MILITARY LEAVE	24
SECTION E – LEAVE OF ABSENCE WITHOUT PAY	24
SECTION F – JURY/WITNESS LEAVE	25
SECTION G – WORKERS’ COMPENSATION LEAVE	26
SECTION H – CATASTROPHIC LEAVE BANK.....	26
SECTION I – EMPLOYEE REINSTATEMENT	27
ARTICLE 7 – LAYOFF	28
SECTION A – PURPOSE	28
SECTION B – DETERMINATION.....	28
SECTION C – REDUCTION IN FORCE – DEMOTION	28
SECTION D – ORDER OF REDUCTION IN FORCE.....	29
SECTION E – DETERMINING ORDER OF LAYOFF AND DEMOTION FOR EMPLOYEES WITH IDENTICAL SENIORITY.....	29
SECTION F – ORDER AND METHOD OF DEMOTION PURSUANT TO A REDUCTION IN FORCE BUMPING.....	29
SECTION G – REINSTATEMENT OF EMPLOYEES DEMOTED AS A RESULT OF A REDUCTION IN FORCE.....	30
SECTION H – RE EMPLOYMENT OF EMPLOYEES LAID OFF AS A RESULT OF A REDUCTION IN FORCE.....	30
SECTION I – DURATION OF REINSTATEMENT AND REEMPLOYMENT LIST.....	31
SECTION J – RESTORATION OF BENEFITS UPON REEMPLOYMENT FOLLOWING A REDUCTION IN FORCE.....	31
SECTION K – QUARTERLY PERFORMANCE REPORTS.....	32
SECTION L – PAYOFF OF ACCRUALS UPON LAYOFF.....	32
SECTION M – RETIREMENT CONTRIBUTION	32
SECTION N – NON-DISCRIMINATION IN REDUCTION IN FORCE	32
ARTICLE 8 – GRIEVANCE PROCEDURE.....	32
SECTION A – PURPOSE	32
SECTION B – REVIEWABLE GRIEVANCES.....	33
SECTION C – NON-REVIEWABLE GRIEVANCES	33
SECTION D – INFORMAL GRIEVANCE PROCEDURE	34
SECTION E – FORMAL GRIEVANCE PROCEDURE.....	34
SECTION F – FORMAL GRIEVANCE PROCEDURE STEPS	35
ARTICLE 9 – OUTSIDE EMPLOYMENT.....	36
SECTION A – CONFLICT OF INTEREST	36
SECTION B – REPORT OF OUTSIDE EMPLOYMENT.....	37
ARTICLE 10 – EMPLOYEE RIGHTS	37
ARTICLE 11 – AUTHORITY RIGHTS.....	38
ARTICLE 12 – MAINTENANCE OF BENEFITS	39

ARTICLE 13 – CURRENT PRACTICES..... 39

ARTICLE 14 – AGENCY SECURITY 39

ARTICLE 15 – FEDERAL AND STATE LAWS..... 40

ARTICLE 16 – NON-DISCRIMINATION..... 40

ARTICLE 17 – RECOGNITION PROGRAM 40

ARTICLE 18 – TERM AND IMPLEMENTATION 40

ARTICLE 19 – RENEGOTIATION..... 41

APPENDIX A – SALARY SCALE..... 42

FIRE DISPATCHER SALARY RANGE JULY 1, 2022 THROUGH JUNE 30, 2023..... 42

FIRE DISPATCHER SALARY RANGE JULY 1, 2023 THROUGH JUNE 30, 2024..... 42

FIRE DISPATCHER SALARY RANGE JULY 1, 2024 THROUGH JUNE 30, 2025..... 42

COMMUNICATIONS SUPERVISOR SALARY RANGE JULY 1, 2022 THROUGH JUNE 30, 2023
.....44

COMMUNICATIONS SUPERVISOR SALARY RANGE JULY 1, 2023 THROUGH JUNE 30, 2024
.....44

COMMUNICATIONS SUPERVISOR SALARY RANGE JULY 1, 2024 THROUGH JUNE 30, 2025
.....44

ARTICLE 1 - INTENT

PURSUANT TO THE PROVISIONS OF THE MEYERS-MILLIAS-BROWN ACT, THIS MEMORANDUM OF UNDERSTANDING, HEREINAFTER REFERRED TO AS "MOU", IS ENTERED INTO BY THE HEARTLAND COMMUNICATIONS FACILITY AUTHORITY, HEREINAFTER REFERRED TO AS THE "AUTHORITY" AND THE EMPLOYEES OF THE AUTHORITY, AND HEREINAFTER REFERRED TO AS THE "EMPLOYEES", EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2025.

THE PURPOSE OF THIS MOU IS TO PROVIDE ORDERLY PROCEDURES FOR THE ADMINISTRATION OF EMPLOYER-EMPLOYEE RELATIONS BETWEEN THE AUTHORITY AND THE EMPLOYEES FOR THE ESTABLISHMENT OF FAIR AND REASONABLE WAGES, HOURS, AND OTHER CONDITIONS OF EMPLOYMENT FOR EMPLOYEES OF THE AUTHORITY AND FOR THE PEACEFUL AND EQUITABLE RESOLUTION OF DISPUTES ARISING THEREOF.

ARTICLE 2 - RECOGNITION

SECTION A - CLASSIFICATION

THE CLASSIFICATION COVERED IN THIS MOU CURRENTLY CONSISTS OF:

FIRE COMMUNICATIONS DISPATCHER - BOTH FULL AND PART TIME
COMMUNICATIONS SUPERVISOR
JOB-SHARE EMPLOYEES

ARTICLE 3 - COMPENSATION

SECTION A - CURRENT SALARY

THIS MOU COVERS SALARY ADJUSTMENTS AND RANGE FOR FIRE COMMUNICATIONS DISPATCHER AND COMMUNICATIONS SUPERVISOR, AND IS OUTLINED IN APPENDIX A OF THIS DOCUMENT.

SECTION B - PROGRESSION FOR MERIT STEP INCREASES

THE FIVE-STEP, THREE AND ONE-HALF YEAR, TWELVE-MONTH PROBATION FROM RELEASE OF TRAINING, COMPENSATION PLAN FOR FIRE COMMUNICATIONS DISPATCHER IS IMPLEMENTED AS FOLLOWS:

FIRE COMMUNICATIONS DISPATCHER SALARY REVIEW:

STEP	A	B	C	D	E
REVIEW PERIODS	HIRE	AFTER 6 MOS.	AFTER 1 YR.	AFTER 1 YR.	AFTER 1 YR.

DISPATCHERS PROBATION REVIEW

DISPATCHERS: AFTER RELEASE OF TRAINING: NORMALLY MID-POINT BETWEEN STEP B AND STEP C.

ADVANCEMENT TO STEP B IS AN INCENTIVE ADJUSTMENT TO ENCOURAGE DISPATCHERS TO IMPROVE THEIR WORK. DISPATCHERS SHALL BE MADE ELIGIBLE FOR THIS ADJUSTMENT IF THEY WERE APPOINTED TO STEP A AND IF THEY HAVE COMPLETED SIX MONTHS SERVICE IN STEP A. DISPATCHERS MUST NOT BE IN ANY DISCIPLINARY ACTION.

FOR DISPATCHERS STARTING AT STEP B, C OR D SHALL RECEIVE A STEP INCREASE AT THEIR SIX (6) MONTH COMPLETION. DISPATCHERS MUST NOT BE IN ANY DISCIPLINARY ACTION. EMPLOYEES HIRED IN AT E STEP WILL NOT RECEIVE AN INCREASE.

COMMUNICATIONS SUPERVISOR SALARY REVIEW:

THE THREE-STEP, TWO-YEAR, TWELVE-MONTH PROBATION COMPENSATION PLAN FOR COMMUNICATIONS SUPERVISOR IS IMPLEMENTED AS FOLLOWS:

STEP	A	B	C
REVIEW	HIRE	AFTER	AFTER
PERIODS	STEP	1 YR.	1 YR.

PROBATION REVIEW

SUPERVISORS: AFTER RELEASE OF PROBATIONARY YEAR: STEP A MAY BE ADVANCED TO THE NEXT HIGHEST STEP: STEP B AFTER ONE YEAR WILL ADVANCE TO STEP C.

SECTION C - APPLICATION OF THE COMPENSATION SCHEDULE

THE SALARY RANGE SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

1. NEW AND REINSTATED APPOINTMENTS

THE MINIMUM STEP FOR THE CLASS SHALL GENERALLY APPLY TO EMPLOYEES UPON ORIGINAL APPOINTMENT. WHEN CIRCUMSTANCES WARRANT IT, HOWEVER, AN ORIGINAL APPOINTMENT OR REINSTATEMENT MAY BE MADE AT A STEP OTHER THAN THE MINIMUM. HOWEVER, ALL PERMANENT EMPLOYEES IN THE CLASS WHO ARE BEING PAID AT A STEP LOWER THAN THAT PRESCRIBED FOR A NEW APPOINTMENT MAY HAVE THEIR COMPENSATION RAISED TO EQUAL THAT BEING PRESCRIBED FOR A NEW APPOINTMENT. THE CHAIRMAN OF THE BOARD OF CHIEFS WILL DECIDE EACH CASE BASED IN PART ON THE

EXPERIENCE AND TRAINING OF EACH EMPLOYEE INVOLVED AND ACCORDING TO THE NEEDS OF THE AUTHORITY.

2. ADVANCEMENT PROVISIONS

NO SALARY ADJUSTMENT SHALL BE MADE SO AS TO EXCEED ANY MAXIMUM STEP ESTABLISHED IN THE SALARY RANGE FOR THE CASE TO WHICH THE ADVANCED EMPLOYEE'S POSITION IS ALLOCATED. ADVANCEMENT SHALL NOT BE AUTOMATIC, BUT SHALL DEPEND UPON INCREASED SERVICE VALUE OF EMPLOYEES TO THE AUTHORITY AS EXEMPLIFIED BY THE RECOMMENDATIONS OF THEIR DEPARTMENT HEAD, LENGTH OF SERVICE, PERFORMANCE RECORD, SPECIAL TRAINING UNDERTAKEN, OF OTHER PERTINENT EVIDENCE WITHIN THE ADVANCEMENT POLICY ESTABLISHED BY THE COMPENSATION SCHEDULE. THE ADVANCEMENT OF AN EMPLOYEE, THEREFORE, IS ONE IN WHICH ACTUAL MERIT AND NOT TIME ALONE GOVERNS. EMPLOYEES SHALL BE RECOMMENDED FOR STEP INCREASES THEN ONLY WHEN THEY CLEARLY DESERVE ADVANCEMENT AS INDICATED BY AT LEAST A COMPETENT RATING ON THEIR LAST PERFORMANCE EVALUATION, AND NOT SIMPLY ACCORDING TO THE LAPSE OF TIME PERIOD.

SECTION D - PROMOTION TO ANOTHER CLASS

UPON PROMOTION, EMPLOYEES SHALL RECEIVE A MINIMUM OF A FIVE PERCENT INCREASE IN PAY, SUBJECT TO THE FOLLOWING CONDITIONS: THE POSITION HELD BY THE EMPLOYEE IMMEDIATELY PRIOR TO THE PROMOTION MUST HAVE BEEN HELD UNDER A PERMANENT OR PROBATIONARY APPOINTMENT. EMPLOYEES SHALL BE PAID AT A RATE, WHICH IS AT LEAST AS HIGH AS THEY WOULD RECEIVE IF THEY WERE ENTERING THE CLASSIFIED SERVICE IN THE CLASS TO WHICH THEY ARE PROMOTED.

PROMOTED EMPLOYEES WILL SERVE IN A 12-MONTH PROBATIONARY PERIOD AND WILL RECEIVE QUARTERLY PERFORMANCE REVIEWS. EMPLOYEES WHO DO NOT SATISFACTORILY COMPLETE THE 12-MONTH PROBATIONARY PERIOD FOR PROMOTION SHALL BE REASSIGNED TO THEIR PREVIOUS POSITION AND SHALL BE PLACED ON THE SALARY STEP LAST HELD IN THAT POSITION PRIOR TO PROMOTION.

SECTION E - PAY INCREASES OTHER THAN ADVANCEMENT AND PROMOTION

THE PROVISION GOVERNING THE GRANTING OF PAY INCREASES SPECIFIED IN SECTION C2 SHALL APPLY TO ALL PAY INCREASES AND ADVANCEMENTS, WITH THE EXCEPTION OF NEGOTIATED SALARY INCREASES.

SECTION F - TRANSFER TO ASSIGNMENT WITHIN THE CLASSIFICATION

1. WHEN A TRANSFER OF ASSIGNMENT IS MADE WITHIN A GIVEN CLASSIFICATION, THERE SHALL BE NO SALARY INCREASE OR DECREASE BECAUSE OF SUCH TRANSFER.
2. VOLUNTARY DEMOTION – AN EMPLOYEE MAY REQUEST A VOLUNTARY DEMOTION FOR ANY REASON, PROVIDED BOTH THAT SUCH POSITION EXISTS AND THAT A VACANCY IN SUCH CLASSIFICATION EXISTS. SUCH A VOLUNTARY DEMOTION SHALL REQUIRE THE RECOMMENDATION OF THE EMPLOYEE'S DEPARTMENT HEAD AND THE APPROVAL OF THE CHAIRMAN OF THE BOARD OF CHIEFS. AN EMPLOYEE TAKING SUCH A VOLUNTARY DEMOTION SHALL BE PLACED IN A SALARY STEP IN THE APPROPRIATE SALARY SCHEDULE OF THE CLASSIFICATION TO WHICH THE EMPLOYEE IS TAKING THE VOLUNTARY DEMOTION. VOLUNTARY DEMOTIONS SHALL NOT RESULT IN SALARY INCREASES.

SECTION G - PAYDAYS/EARLY PAY CHECKS

1. PAYDAYS

THE AUTHORITY'S REGULAR PAYDAY SHALL BE EVERY OTHER FRIDAY. IN NO EVENT SHALL PAYCHECKS BE DELIVERED LATER THAN 11:00 A.M. OF THE FRIDAY PAYDAY EXCEPT DUE TO AN EMERGENCY BEYOND THE CONTROL OF THE AUTHORITY. IN THE EVENT OF UNFORESEEABLE DELAYS, DELIVERY OF PAYCHECKS WILL BE MADE AS EXPEDITIOUSLY AS POSSIBLE.

2. EARLY PAY CHECKS

THE AUTHORITY WILL ATTEMPT TO DELIVER THE BI-WEEKLY PAYCHECKS TO EMPLOYEES BY 5:00 P.M. ON THE THURSDAY PRECEDING THE NORMAL FRIDAY PAYDAY, HOWEVER THESE PAYCHECKS ARE NOT ELIGIBLE FOR DEPOSIT OR CASHING UNTIL FRIDAY THE NORMAL PAYDAY. IT IS MUTUALLY RECOGNIZED, HOWEVER, THAT THE NORMAL PAYDAY WILL REMAIN AS FRIDAY AND THE AUTHORITY IS UNDER NO CONTRACTUAL LIABILITY TO ASSURE DELIVERY ON ANY DAY OTHER THAN A NORMAL PAYDAY.

SECTION H - WORKDAY/WORKWEEK HOURS AND WORK SCHEDULE

1. WORKWEEK

THE NORMAL "WORKWEEK" OR "WORK PERIOD" AND FOR HEARTLAND COMMUNICATIONS EMPLOYEES IS 40 HOURS WITHIN AN ASSIGNED 7-DAY PERIOD. THE BI-WEEKLY PAY PERIOD IS NORMALLY 80 HOURS IN AN ASSIGNED 14-DAY PERIOD.

JOB-SHARE EMPLOYEES' NORMAL "WORKWEEK" OR "WORK PERIOD" IS 20 HOURS WITHIN AN ASSIGNED 7-DAY PERIOD. THE BI-WEEKLY PERIOD IS NORMALLY 40 HOURS IN AN ASSIGNED 14-DAY PERIOD.

2. HOURS AND WORK SCHEDULES

THE AUTHORITY WILL CONTINUE TO SCHEDULE EMPLOYEES IN ORDER TO MEET THE NEEDS OF THE CITIZENS FOR SERVICES. UNUSUAL CIRCUMSTANCES MAY REQUIRE THAT EMPLOYEES' SCHEDULES BE CHANGED TO MEET THOSE NEEDS. EMPLOYEES WILL BE GIVEN A MINIMUM OF (7) SEVEN DAYS' NOTICE WHEN SUCH CHANGES TO THEIR SCHEDULES ARE MADE. THAT NOTIFICATION WILL BE GIVEN VIA EMPLOYEE EMAIL, TELEPHONE OR FACE TO FACE.

3. WORK SHIFT

THE LENGTH OF THE NORMAL WORK SHIFT SHALL BE BETWEEN 8 AND 12 HOURS

SECTION I - CALL BACK PAY

EMPLOYEES WILL BE SCHEDULED AND PAID A MINIMUM OF TWO HOURS WHEN CALLED IN BY THE AUTHORITY FOR COVERAGE OR REQUIRED TRAINING.

SECTION J - RETENTION BONUS

PERMANENT FIRE COMMUNICATIONS DISPATCHERS AND FIRE COMMUNICATIONS SUPERVISORS SHALL RECEIVE A ONE-TIME RETENTION BONUS OF \$1,000.00 AT THE COMPLETION OF THEIR 5-YEAR, 10-YEAR, 15-YEAR, AND 20-YEAR ANNIVERSARIES OF THE DATE THEY WERE HIRED BY THE AUTHORITY (QUALIFYING ANNIVERSARY). THE AUTHORITY WILL PAY THIS RETENTION BONUS IN THE PAY PERIOD IN WHICH THE EMPLOYEE REACHES THEIR QUALIFYING ANNIVERSARY. THIS BONUS DOES NOT APPLY TOWARD PERS OBLIGATIONS AND IS NOT RETROACTIVELY EARNED BY THOSE REACHING THEIR QUALIFYING ANNIVERSARIES PRIOR TO THE ENACTMENT OF THIS MOU.

SECTION K - PORTAL TO PORTAL PAY

FIRE COMMUNICATIONS DISPATCHERS AND SUPERVISORS SHALL BE COMPENSATED PORTAL TO PORTAL FOR THE TOTAL TIME COMMITTED TO AN EMERGENCY INCIDENT AS PART OF A STATE OR FEDERAL MUTUAL AID REQUEST UNDER THE CALIFORNIA FIRE ASSISTANCE AGREEMENT. PORTAL TO PORTAL PAY IS CONTINGENT UPON STATE OR FEDERAL REIMBURSEMENT USING THE STANDARD EMERGENCY ACTIVITY RECORD (FORM F-42). REIMBURSEMENT RATES DO NOT INCLUDE PERFORMANCE PAY OR NIGHT SHIFT DIFFERENTIAL PAY. EMPLOYEES MAY BE ASSIGNED TO MUTUAL AID INCIDENTS AT THE DISCRETION OF THE AUTHORITY.

SECTION L - NIGHT SHIFT DIFFERENTIAL

EMPLOYEES THAT WORK BETWEEN 2300 HOURS AND 0700 HOURS ARE ENTITLED TO AN ADDITIONAL 2% OF THEIR BASE HOURLY RATE AS A NIGHT SHIFT DIFFERENTIAL (NSD). BASE HOURLY RATE IS THE RATE SPECIFIED IN APPENDIX A WITHOUT ANY ADJUSTMENTS FOR PERFORMANCE PAY OR OTHER ENHANCEMENTS. NSD WILL BE APPLIED TO ALL HOURS WORKED BETWEEN 2300 HOURS AND 0700 HOURS, REGARDLESS OF DURATION OF THE SHIFT. EMPLOYEES DO NOT QUALIFY FOR NSD IF THEY ARE WORKING BETWEEN 2300 HOURS AND 0700 HOURS BECAUSE OF A SHIFT TRADE. NSD WILL NOT BE PAID WHILE DEPLOYED ON AN ASSIGNMENT UNDER SECTION K "PORTAL TO PORTAL". EMPLOYEES ON SHIFT TRADE WILL BE ELIGIBLE FOR NSD IF THE TRADE IS FOR ANOTHER NIGHT SHIFT ONLY.

ARTICLE 4 - PREMIUM PAY

SECTION A - OVERTIME

1. GENERAL

OVERTIME SHALL BE DEFINED AS ALL HOURS ACTUALLY WORKED IN EXCESS OF FORTY (40) HOURS IN A WORKWEEK. FOR PURPOSES OF DETERMINING OVERTIME, SICK LEAVE SHALL NOT BE CONSIDERED AS TIME ACTUALLY WORKED. OVERTIME SHALL BE PAID IN EITHER CASH OR COMPENSATORY TIME OFF AT THE EMPLOYEE'S OPTION.

THE OVERTIME SERVICE MUST BE FOR WORK ORDERED OR AUTHORIZED BY MANAGEMENT OR THEIR DESIGNEE.

2. OVERTIME RATE

OVERTIME SHALL BE COMPUTED AT THE RATE OF ONE AND A HALF TIMES THE EMPLOYEE'S NORMAL HOURLY COMPENSATION. NORMAL HOURLY COMPENSATION FOR PURPOSES OF CALCULATING OVERTIME WILL BE THE GREATER OF CONTRACT OVERTIME OR OVERTIME CALCULATED UNDER CURRENT FLSA REGULATIONS. HOURS WORKED BEYOND 16 CONSECUTIVE HOURS FOR ANY REASON SHALL BE COMPENSATED AT DOUBLE TIME.

SECTION B - COMPENSATORY TIME

EMPLOYEES COVERED BY THE MOU SHALL BE PAID FOR OVERTIME IN EITHER CASH OR COMPENSATORY TIME OFF, AT THE EMPLOYEE'S OPTION, AT A TIME AND ONE-HALF RATE.

EMPLOYEES SHALL NOT ACCUMULATE MORE THAN 60 HOURS COMPENSATORY TIME OFF (ONE HOUR OF OVERTIME EQUALS ONE AND ONE-HALF HOUR'S COMPENSATORY TIME OFF).

SECTION C - TEMPORARY OUT OF CLASS ASSIGNMENT

IF AN EMPLOYEE IS TEMPORARILY ASSIGNED A HIGHER POSITION BY THE COMMUNICATIONS SUPERVISOR, OPERATIONS MANAGER, COMMUNICATIONS DUTY OFFICER OR DIRECTOR, THEN THE EMPLOYEE SHALL BE GRANTED A TEMPORARY INCREASE OF 7.5% WHEN PERFORMING ONE TASK (EITHER CTO OR ODS). A TEMPORARY INCREASE OF 10% OF THEIR HOURLY WAGE WILL BE PAID ONLY WHEN PERFORMING BOTH TASKS (CTO & ODS) SIMULTANEOUSLY. AN EMPLOYEE SHALL BE ELIGIBLE FOR THIS TEMPORARY PAY INCREASE AFTER THE EMPLOYEE DEMONSTRATES COMPETENCY IN THE HIGHER POSITION BY BEING ASSIGNED TO INDEPENDENTLY WORK AT THE HIGHER POSITION WITHOUT SUPERVISION.

AT THE CONCLUSION OF SUCH TEMPORARY ASSIGNMENT, THE EMPLOYEE'S SALARY SHALL BE REDUCED TO THE NORMAL RATE PRESCRIBED FOR THE EMPLOYEE'S CLASSIFICATION.

THE FOLLOWING CLASSIFICATIONS QUALIFY FOR OUT OF CLASS PAY:

COMMUNICATIONS TRAINING OFFICER (CTO)
FIRE COMMUNICATIONS SHIFT SUPERVISOR (ODS)

SECTION D - COMMUNICATIONS DUTY OFFICER (CDO) STIPEND

HCFA SUPERVISORS SHALL ASSUME THE ROLE OF CDO ON A ROTATIONAL BASIS. COMMUNICATIONS SUPERVISORS SHALL BE PAID A STIPEND IN THE AMOUNT OF \$250.00 FOR EACH WEEK IN WHICH HE/SHE SERVES AS THE COMMUNICATIONS DUTY OFFICER.

THE DUTIES OF THE CDO WILL BE AS SET FORTH IN THE ADMINISTRATIVE POLICY H-9 COMMUNICATIONS DUTY POLICY, ADOPTED BY HCFA SEPTEMBER 2013.

THE STIPEND SHALL BE IN EFFECT NOVEMBER 1, 2013, AND SHALL CONTINUE IN EFFECT UNTIL SUCH TIME AS THE NEED FOR COMMUNICATIONS DUTY OFFICER SERVICES NO LONGER EXIST WITHIN HCFA'S ORGANIZATIONAL STRUCTURE.

SECTION E - MILEAGE REIMBURSEMENT

1. MILEAGE

THE TRAVEL REIMBURSEMENT ALLOWANCE WILL BE *THE CURRENT FEDERAL AMOUNT* FOR THOSE PERSONNEL REQUIRED TO USE THEIR

PERSONAL VEHICLES IN THE CONDUCT OF AUTHORITY BUSINESS. ELIGIBLE TRAVEL MUST BE APPROVED IN ADVANCE BY THE DIRECTOR.

SECTION F - TUITION AND BOOK REIMBURSEMENT

1. QUALIFICATIONS

TUITION AND THE COST OF BOOKS ACTUALLY PAID WILL BE REFUNDED TO ALL PERMANENT AUTHORITY EMPLOYEES FOR PROFESSIONAL AND TECHNICAL SEMINARS AND CLASSES DEEMED APPROPRIATE BY THE DIRECTOR AND COURSES TAKEN IN ACCREDITED EDUCATIONAL INSTITUTIONS PROVIDED THAT:

- a. REQUESTS FOR PROFESSIONAL AND TECHNICAL SEMINARS AND CLASSES AS WELL AS COURSES TAKEN IN ACCREDITED INSTITUTIONS MUST BE SUBMITTED IN ADVANCE OF TAKING THE SEMINAR, CLASS OR COURSE;
- b. THE EMPLOYEE HAS AT LEAST A COMPETENT PROFICIENCY RATING ON THE MOST RECENT PERFORMANCE REPORT.
- c. BEFORE RECEIVING REIMBURSEMENT, THE EMPLOYEE SHALL FURNISH EVIDENCE THAT HE/SHE HAS COMPLETED THE COURSE WITH A GRADE OF "C" OR BETTER IN THE UNDERGRADUATE WORK, AND A GRADE OF "B" OR BETTER IN GRADUATE WORK, EXCEPT WHERE AN AVERAGE GRADE OF "C" IS ACCEPTABLE FOR GRADUATION BY THE EDUCATIONAL INSTITUTION.

2. MAXIMUM REIMBURSEMENT

THE MAXIMUM REIMBURSEMENT FOR ANY COURSE OR COURSES SHALL BE \$500 PER FISCAL YEAR FOR EMPLOYEES COVERED IN THIS MOU.

3. ADMINISTRATION

THE RESPONSIBILITY FOR ADMINISTERING THIS PLAN IS PLACED WITH THE CHAIRMAN OF THE BOARD OF CHIEFS OR HIS DESIGNATED REPRESENTATIVE.

SECTION G - STATE DISABILITY INSURANCE (SDI) INTEGRATION

ALL EMPLOYEES COVERED BY THIS MOU BECAME ELIGIBLE TO RECEIVE BENEFITS UNDER THE STATE DISABILITY INSURANCE (SDI) PROGRAM COMMENCING MARCH 1, 1987, AT THEIR OWN EXPENSE.

EMPLOYEE WAGES WILL BE INTEGRATED WITH SDI BENEFIT PAYMENTS AND ELIGIBLE LEAVE BALANCES. THE PORTION OF THE EMPLOYEE'S REGULAR SALARY THAT IS NOT PAID BY SDI WILL BE CHARGED AGAINST ELIGIBLE LEAVE BALANCES.

THE TOTAL AMOUNT OF THE BENEFITS COMBINED SHALL NOT EXCEED 100% OF THE EMPLOYEE'S REGULAR SALARY.

SECTION H - UNIFORMS

DISPATCHERS MAY ORDER HCFA LOGOED UNIFORM SHIRTS AND OUTERWEAR THROUGH THE AUTHORITY NOT TO EXCEED \$320 PER FISCAL YEAR. JOB-SHARE EMPLOYEES RECEIVE \$160 PER FISCAL YEAR FOR HCFA LOGOED UNIFORM SHIRTS AND OUTERWEAR THROUGH THE AUTHORITY. HCFA LOGOED UNIFORMS ARE FOR EMPLOYEE USE ONLY. UNIFORMS WILL BE DISTRIBUTED IN TWO (2) INTERVALS.

SECTION I - BILINGUAL PAY

THE AUTHORITY WILL PROVIDE A \$75.00 MONTHLY BILINGUAL BONUS TO ALL FULL TIME EMPLOYEES WHO HAVE DEMONSTRATED FLUENCY IN ANOTHER LANGUAGE. THE AUTHORITY SHALL DETERMINE WHETHER A PARTICULAR LANGUAGE QUALIFIES FOR BILINGUAL PAY DEPENDING UPON THE NEEDS OF THE AUTHORITY. TO BE ELIGIBLE FOR BILINGUAL PAY, EMPLOYEES MUST SATISFACTORILY PASS A RECOGNIZED LANGUAGE COMPETENCY EXAM SELECTED BY THE AUTHORITY AND EMPLOYEES MUST RECERTIFY BY PASSING A LANGUAGE COMPETENCY EXAM ONCE EVERY THREE YEARS. EMPLOYEES ARE NOT ELIGIBLE FOR MORE THAN ONE BILINGUAL MONTHLY BONUS.

SECTION J - PAGER INCENTIVE

WHEN NOTIFICATION OF AN IMPENDING SHIFT VACANCY OCCURS, THE ON-DUTY SUPERVISOR (ODS) WILL SEND A PAGE TO ALL DISPATCHERS ADVISING OF THE VACANCY. THE DISPATCHER WHO RESPONDS TO THE PAGE AND WORKS THE VACANCY WITH AUTHORITY APPROVAL WILL RECEIVE A \$75.00 BONUS IN ADDITION TO ANY OVERTIME COMPENSATION THEY RECEIVE FOR WORKING THE SHIFT. THIS BONUS DOES NOT APPLY TO SHIFTS FILLED BY MANDATE.

SECTION K - EMERGENCY MEDICAL DISPATCH (EMD) PERFORMANCE PAY

EMPLOYEES ARE ELIGIBLE TO EARN AN ADDITIONAL 1% OF THEIR BASE PAY RATE AS EMERGENCY MEDICAL DISPATCH (EMD) PERFORMANCE PAY IF FOR A CALENDAR YEAR STARTING EACH JULY 1ST, THEY MEET ALL OF THE FOLLOWING CRITERIA:

1. THE EMPLOYEE MEETS THE CURRENT PERFORMANCE STANDARDS AS PRESCRIBED BY THE INTERNATIONAL ACADEMICS OF EMERGENCY DISPATCH ORGANIZATION THROUGH THE ACCREDITED CENTER OF EXCELLENCE (ACE) PROGRAM. ACE PERFORMANCE STANDARDS ARE SUBJECT TO CHANGE AT THE DISCRETION OF THE INTERNATIONAL ACADEMICS OF EMERGENCY DISPATCH ORGANIZATION. PERFORMANCE STANDARDS WILL BE IDENTIFIED

AND POSTED PRIOR TO JULY 1ST EACH YEAR. MID-YEAR CHANGES IN THE STANDARD WILL BE INSTITUTED IN THE FOLLOWING PERFORMANCE CYCLE.

2. THE EMPLOYEE HAS A RATING OF COMPLIANT OR HIGHER 73% OF THE TIME (PERCENTAGE DETERMINED BY NUMBER OF CALLS REVIEWED DIVIDED BY TOTAL OF CALLS RATED COMPLIANT OR HIGH COMPLIANT).
3. THE EMPLOYEE HAS AT LEAST SIX MONTHS WITHIN THE PREVIOUS 12-MONTH PERIOD AND A MINIMUM OF 20 REVIEWED CALLS BY QUALITY PERFORMANCE REVIEW (QPR) THROUGH THE INTERNATIONAL ACADEMY OF EMERGENCY DISPATCH.

EMD PERFORMANCE PAY COUNTS TOWARDS PERS OBLIGATIONS/EARNINGS.

SECTION L - STANDBY DUTY AND PREMIUM PAY

THE AUTHORITY MAY ELECT TO ASSIGN VOLUNTEER EMPLOYEES TO STANDBY DUTY AT ITS DISCRETION. EMPLOYEES ASSIGNED TO STANDBY DUTY MAY BE TOLD TO REPORT TO WORK WITHIN THE LONGER OF (A) 30 MINUTES OR (B) THE TIME IT USUALLY TAKES TO COMMUTE BETWEEN THE COMMUNICATIONS CENTER AND THE EMPLOYEE'S HOME, AS CONFIRMED WITH A COMMERCIAL MAPPING PROGRAM. EMPLOYEES ON STANDBY MAY NOT DRINK ALCOHOL OR USE ANY SUBSTANCE THAT WOULD AFFECT THEIR ABILITY TO RETURN TO WORK. EMPLOYEES WILL BE COMPENSATED FOR STANDBY DUTY BY RECEIVING A \$50 PREMIUM PAYMENT FOR EACH STANDBY PERIOD ASSIGNED. STANDBY PERIODS ARE LIMITED TO 24 CONSECUTIVE HOURS. EMPLOYEES ON STANDBY WHO ARE REQUIRED TO RETURN TO WORK WILL BE COMPENSATED FOR ALL HOURS WORKED IN ACCORDANCE WITH OTHER SECTIONS OF THIS MOU IN ADDITION TO THE \$50 PREMIUM PAYMENT. STANDBY PREMIUM PAY DOES NOT COUNT TOWARD PERS OBLIGATIONS/EARNINGS. CDO CANNOT SIMULTANEOUSLY COVER CDO AND STANDBY DUTIES.

ARTICLE 5 - HEALTH AND WELFARE

SECTION A - MEDICAL INSURANCE

THE AUTHORITY AGREES TO CONTINUE THE PERS HEALTH BENEFITS PROGRAM THAT WAS ADOPTED AUGUST 1, 1987. FROM THE TOTAL ALLOTTED UNDER THE CAFETERIA BENEFIT (SEE ARTICLE 5, SECTION D, FOR CURRENT RATES), THE AUTHORITY AGREES TO PAY TO PERS THE AMOUNT OF THE COST OF THE MEDICAL INSURANCE SELECTED BY THE EMPLOYEE TO A MAXIMUM OF THE CURRENT RATE PER MONTH. THE EMPLOYEE AGREES TO BE LIABLE FOR THE DIFFERENCE BETWEEN THE TOTAL COST OF THE HEALTH PLAN CHOSEN AND THE AUTHORITY'S CONTRIBUTION. IF A MEDICAL INSURANCE PLAN IS SELECTED BY THE EMPLOYEE, AT LEAST THE CURRENT MINIMUM PER MONTH OF THE CAFETERIA-STYLE BENEFIT MUST BE PAID TOWARDS MEDICAL INSURANCE.

SECTION B - DENTAL AND VISION INSURANCE

THE AUTHORITY AGREES TO OFFER THE EMPLOYEES ONE OR MORE DENTAL AND VISION INSURANCE PLANS. EMPLOYEES MAY PARTICIPATE IN A DENTAL AND VISION PLAN AND, IF ENROLLED, MUST PAY THE ENTIRE COST OF THE PLAN RATE.

SECTION C - LIFE INSURANCE

THE AUTHORITY AGREES TO CONTINUE TO PROVIDE TERM LIFE INSURANCE IN THE AMOUNT OF \$50,000 PER EMPLOYEE COVERED BY THIS MOU, FOR WHICH THE AUTHORITY AGREES TO PAY THE COST.

SECTION D - CAFETERIA BENEFIT PLAN

THE AUTHORITY AGREES TO CONTINUE ITS CAFETERIA-STYLE BENEFIT PLAN FOR ALL EMPLOYEES. ONLY BENEFITS WHICH ARE EMPLOYEE-PAID SHALL BE AVAILABLE THROUGH THIS PLAN. THE BENEFITS INCLUDE DENTAL INSURANCE, VISION INSURANCE AND HEALTH INSURANCE.

A TOTAL OF \$1,250 PER MONTH (\$15,000 ANNUALLY) SHALL BE ALLOCATED PER EMPLOYEE FOR THIS BENEFIT EFFECTIVE ON JULY 1, 2022. A TOTAL OF \$1,275 PER MONTH (\$15,300 ANNUALLY) SHALL BE ALLOCATED PER EMPLOYEE FOR THIS BENEFIT EFFECTIVE ON JULY 1, 2023. A TOTAL OF \$1,300 PER MONTH (\$15,600 ANNUALLY) SHALL BE ALLOCATED PER EMPLOYEE FOR THIS BENEFIT EFFECTIVE ON JULY 1, 2024. JOB-SHARE EMPLOYEES ARE EACH ENTITLED TO ONE-HALF OF THE APPLICABLE BENEFIT AMOUNT FOR EACH CALENDAR YEAR.

THE ALLOCATION SHALL BE USED TO PAY FOR THE BENEFITS SELECTED BY THE EMPLOYEE LISTED IN THE FIRST PARAGRAPH OF THIS SECTION. EACH EMPLOYEE WHO ELECTS HEALTH INSURANCE SHALL HAVE THE SELECTED BENEFIT PLAN UP TO THE CAFETERIA LIMIT PAID BY THE AUTHORITY TO PERS (SEE SECTION A OF THIS ARTICLE) FOR THAT BENEFIT, WITH THE REMAINING AMOUNT AVAILABLE FOR OTHER CAFETERIA SELECTIONS.

IN THE EVENT THAT THE TOTAL COST OF BENEFITS SELECTED EXCEEDS THE ALLOWANCE, THE DIFFERENCE SHALL BE DEDUCTED FROM THE EMPLOYEE'S SALARY AS A PAYROLL DEDUCTION. IF THE ALLOWANCE EXCEEDS THE TOTAL COST OF BENEFITS SELECTED, THE REMAINING BALANCE WILL BE PLACED IN THE EMPLOYEE'S FLEX ACCOUNT UP TO THE ALLOWABLE IRS LIMIT. THE EMPLOYEE WILL NOT BE ELIGIBLE TO RECEIVE THE REMAINING BALANCE OF THE CAFETERIA BENEFIT ALLOWANCE IN CASH.

SECTION E - VISION INSURANCE

THE AUTHORITY AGREES TO OFFER THE EMPLOYEES A CHOICE OF VISION INSURANCE PLANS. EMPLOYEES MAY PARTICIPATE IN THE PLAN, AND IF ENROLLED, MUST PAY THE ENTIRE COST OF THE PLAN RATE.

SECTION F - EMPLOYEE LIABILITY

EACH EMPLOYEE WILL BE LIABLE FOR THE DIFFERENCE BETWEEN THE TOTAL COST OF ELIGIBLE BENEFITS SELECTED AND THE AMOUNT OF THE CAFETERIA ALLOWANCE THE EMPLOYEE RECEIVES.

SECTION G - RETIREMENT SYSTEM (PERS)

1. THE AUTHORITY ENTERED INTO A CONTRACT WITH THE PUBLIC EMPLOYEES RETIREMENT SYSTEM, HEREINAFTER REFERRED TO AS PERS, EFFECTIVE AUGUST 1, 1987. THE AUTHORITY'S CURRENT CONTRACT PROVIDES A 2.7% AT AGE 55 RETIREMENT FORMULA FOR AUTHORITY EMPLOYEES HIRED PRIOR TO JANUARY 1, 2013.
2. AS OF JANUARY 1, 2013, THE AUTHORITY WILL ENROLL ALL NEW PERSONNEL IN THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM UNDER THE PUBLIC EMPLOYEES' PENSION REFORM ACT (PEPRA) PLAN, SECTION 27451 WHICH PROVIDES 2% AT AGE 62 (THREE FINAL YEARS COMPENSATION).
3. THE AUTHORITY WILL PROVIDE HEALTH COVERAGE FOR RETIREES AS PROVIDED BY PERS BEGINNING JULY 1, 1992, WITH A MONTHLY CONTRIBUTION CURRENTLY AT \$152 IN 2021 (\$128 IN 2017) TOWARDS RETIREE COVERAGE, OR WHAT THE ADJUSTED AMOUNT IS CALCULATED BY PERS ON AN ANNUAL BASIS FROM THE MEDICAL COMPONENT OF THE CPI. THE EMPLOYEE AGREES TO BE LIABLE FOR THE DIFFERENCE BETWEEN TOTAL COSTS OF THE HEALTH PLAN CHOSEN AND THE CURRENT YEAR AUTHORITY CONTRIBUTION OR PERS MANDATED AMOUNT UNDER THE PERS HEALTH BENEFITS PROGRAM. THIS BENEFIT SHALL BE PART OF THE SECTION 125 CAFETERIA PLAN.
4. CLASSIC CALPERS MEMBERS WILL BE PROVIDED THE "ONE-YEAR HIGHEST COMPENSATION" BENEFIT AS PROVIDED BY PERS AND EMPLOYEES WHO QUALIFY AS "NEW MEMBERS" AS THE TERM DEFINED BY THE CALIFORNIA PUBLIC EMPLOYEES' PENSION REFORM ACT OF 2013 "PEPRA" AND SHALL BE PROVIDED (3) YEAR FINAL COMPENSATION BENEFIT.
5. SICK LEAVE CREDIT

AT RETIREMENT, EMPLOYEES ARE ENTITLED TO PARTICIPATE IN THE UNUSED SICK LEAVE RETIREMENT CREDIT BENEFITS AND THE UNUSED SICK LEAVE REIMBURSEMENT PROGRAM IN ACCORDANCE WITH GOVERNMENT CODE SECTION 20965 IF ELIGIBLE. THIS WILL HAVE NO EFFECT ON THE ANNUAL UNUSED SICK LEAVE CONVERSION PROGRAM.

6. DISABILITY PROVISION

- a. DISTRICT ADOPTED SECTION 21151 (INDUSTRIAL DISABILITY FOR LOCAL MISCELLANEOUS MEMBERS) AND SECTION 21427 (IMPROVED NON-INDUSTRIAL DISABILITY ALLOWANCE). THIS BENEFIT WILL BE PAID FOR BY THE EMPLOYEES AS A BI-WEEKLY DEDUCTION SHOWN ON THE PAYCHECK AS A LINE ITEM. (WAGE X 80 X .0007)

7. EMPLOYEE CONTRIBUTION

- a. FOR "CLASSIC" EMPLOYEES, THE ENTIRE 8% EMPLOYEE'S SHARE OF THE RETIREMENT COST IS THE RESPONSIBILITY OF THE EMPLOYEE.

ANY STATE MANDATED OR OTHER INCREASES IN THE COST OF THE RETIREMENT SYSTEM RESULTING FROM INCREASES IN THE BENEFIT LEVEL OF THE CURRENT PLAN ARE SUBJECT TO *FUTURE NEGOTIATIONS* BETWEEN THE AUTHORITY AND EMPLOYEES. ANY SUCH COST INCREASES WILL NOT AUTOMATICALLY BE ABSORBED BY THE AUTHORITY AS PART OF THE FULLY PAID PLAN.

- b. AS OF JANUARY 1, 2013, ALL NEW EMPLOYEES OF THE AUTHORITY ARE SUBJECT TO THE SECOND-TIER RISK POOL WILL HAVE A CONTRIBUTION RATE AS SET BY CALPERS ANNUALLY IN COMPLIANCE WITH THE PUBLIC EMPLOYEES' PENSION REFORM ACT (PEPRA).

8. SURVIVORS BENEFIT

EFFECTIVE JULY 1, 1997, THE AUTHORITY HAS INCREASED THE EMPLOYEE'S RETIREMENT TO THE 1959 SURVIVORS BENEFIT AT LEVEL 4.

SECTION H - FLEXIBLE BENEFIT PLAN

EFFECTIVE MARCH 1, 2009 THE AUTHORITY SHALL MAKE AVAILABLE TO EACH EMPLOYEE A FLEXIBLE BENEFIT PLAN IN ACCORDANCE WITH IRS SECTION 125. THE SELECTION OF THE PLAN IS THE DECISION OF THE AUTHORITY.

SECTION I - ORTHODONTIC PLAN

THE AUTHORITY SHALL MAKE AVAILABLE TO EACH EMPLOYEE AN ORTHODONTIC PLAN.

ARTICLE 6 - LEAVES/TIME OFF

SECTION A - VACATION

1. EARNED VACATION

EMPLOYEES PAID AT A BI-WEEKLY RATE SHALL BE CREDITED WITH ANNUAL VACATION WITH PAY ACCORDING TO THEIR NUMBER OF YEARS OF CONTINUOUS, UNINTERRUPTED, FULL-TIME SERVICE AS FOLLOWS:

2. VACATION RATE – VACATION SHALL BE CREDITED TO ALL EMPLOYEES THAT ARE NOT JOB-SHARE EMPLOYEES AS PER THE FOLLOWING SCHEDULE:
 - a. 3.07 HOURS OF VACATION ACCRUED BI-WEEKLY, ACCUMULATING, BUT NOT “CREDITED OR VESTED” UNTIL COMPLETION OF THE FIRST YEAR OF SERVICE. 3.07 HOURS OF VACATION FOR THE SECOND, THIRD, FOURTH AND FIFTH YEAR OF SERVICE;
 - b. 4.60 HOURS OF VACATION ACCRUED AND CREDITED BI-WEEKLY FOLLOWING COMPLETION OF THE FIFTH THROUGH TENTH YEARS OF SERVICE; AND
 - c. 5.07 HOURS OF VACATION ACCRUED AND CREDITED BI-WEEKLY FOLLOWING COMPLETION OF THE TENTH THROUGH FIFTEENTH YEARS OF SERVICE; AND
 - d. 6.14 HOURS OF VACATION ACCRUED AND CREDITED BI-WEEKLY FOLLOWING COMPLETION OF THE FIFTEENTH AND SUCCEEDING YEARS OF SERVICE.
3. VACATION RATE – VACATION SHALL BE CREDITED TO ALL JOB-SHARE EMPLOYEES AS PER THE FOLLOWING SCHEDULE:
 - a. 1.54 HOURS OF VACATION ACCRUED BI-WEEKLY, ACCUMULATING, BUT NOT “CREDITED OR VESTED” UNTIL COMPLETION OF THE FIRST YEAR OF SERVICE. 1.54 HOURS OF VACATION FOR THE SECOND, THIRD, FOURTH AND FIFTH YEAR OF SERVICE;
 - b. 2.3 HOURS OF VACATION ACCRUED AND CREDITED BI-WEEKLY FOLLOWING COMPLETION OF THE FIFTH THROUGH TENTH YEARS OF SERVICE; AND
 - c. 2.54 HOURS OF VACATION ACCRUED AND CREDITED BI-WEEKLY FOLLOWING COMPLETION OF THE TENTH THROUGH FIFTEENTH YEARS OF SERVICE; AND
 - d. 3.07 HOURS OF VACATION ACCRUED AND CREDITED BI-WEEKLY FOLLOWING COMPLETION OF THE FIFTEENTH AND SUCCEEDING YEARS OF SERVICE.

4. VACATION CREDIT ACCUMULATION

IN THE EVENT AN EMPLOYEE WHO HAS SERVED CONTINUOUSLY FOR AT LEAST TWELVE MONTHS DOES NOT TAKE ALL OF THE VACATION TO WHICH ENTITLED IN ANY YEAR, THE EMPLOYEE SHALL BE ALLOWED TO ACCUMULATE THE BALANCE TO BE TAKEN IN A SUBSEQUENT YEAR.

a. MAXIMUM VACATION ACCUMULATION

EMPLOYEES MAY ACCUMULATE UNUSED VACATION UP TO, BUT NOT EXCEEDING THE TOTAL OF ONE-HALF ANNUAL VACATION PER YEAR FOR A MAXIMUM OF TWO YEARS TOTAL VACATION TIME AS OF JULY 1ST TO WHICH, ACCORDING TO THE EMPLOYEE'S TOTAL YEARS OF SERVICE, HE/SHE IS ENTITLED. VACATION ACCRUED FOR VACATION IN LIEU OF HOLIDAYS OR COMPENSATORY TIME OFF SHALL BE USED DURING THE YEAR ACCRUED.

b. PRECEDING ANNIVERSARY DATE EXCESS VACATION TO BE TAKEN

BEFORE THE EXPIRATION OF EACH ANNIVERSARY YEAR, EMPLOYEES SHALL BE GRANTED THAT PART OF THEIR ANNUAL VACATION WHICH COULD NOT BE ACCUMULATED AND CARRIED OVER TO A SUBSEQUENT YEAR.

c. UNUSED VACATION AT SEPARATION

AT THE TIME EMPLOYEES WHO HAVE SERVED CONTINUOUSLY FOR AT LEAST TWELVE MONTHS ARE SEPARATED FROM THE AUTHORITY SERVICE, WHETHER VOLUNTARILY OR INVOLUNTARILY, THEY SHALL BE PAID ALL OF THE UNUSED VACATION TO WHICH THEY ARE ENTITLED BASED UPON THEIR ACTIVE SERVICE IN PRIOR YEARS; AND IN ADDITION, THEY SHALL BE GRANTED VACATION BASED UPON THE LENGTH OF THEIR ACTIVE SERVICE DURING THE YEAR IN WHICH THE SEPARATION OCCURS AND COMPUTED ON THE BASIS PER FOR THE IN ARTICLE 6, SECTION A-2 OF THIS MOU.

5. VACATION SCHEDULES

VACATION SCHEDULES SHALL BE ARRANGED BY AUTHORITY MANAGEMENT WITH PARTICULAR REGARDS TO THE NEEDS OF THE SERVICE, AND SO FAR AS POSSIBLE, WITH THE WISHES OF THE EMPLOYEE. VACATION TIME SHALL BE WITH FULL PAY FOR SUCH TIME AS THE EMPLOYEE WOULD HAVE BEEN PAID IF AT WORK FOR THE AUTHORITY FOR THE SAME PERIOD OF TIME. AT THE DISCRETION OF THE DIRECTOR

OR ASSIGNEE, THE EMPLOYEE'S VACATION TIME MAY BE DIVIDED IF THE NEEDS OF THE SERVICE SO REQUIRE.

a. COMMENCEMENT OF VACATION

VACATION TIME MAY COMMENCE ON ANY WORK DAY OF THE WEEK.

6. VACATION REQUESTS

NO VACATION SHALL BE GRANTED TO, OR BE TAKEN BY; AN EMPLOYEE WITHOUT THE CONSENT OF THE EMPLOYEE'S DEPARTMENT HEAD OR DESIGNATED REPRESENTATIVE. REQUESTS FOR ANNUAL VACATION SHALL BE SUBMITTED IN ADVANCE, ON THE PRESCRIBED FORM, SIGNED BY THE EMPLOYEE AND APPROVED BY THE DEPARTMENT HEAD OR DESIGNATED REPRESENTATIVE.

7. ANNUAL LEAVE VACATION USAGE

EMPLOYEES SHALL USE A MINIMUM OF THREE (3) CONSECUTIVE SHIFTS OR MORE VACATION AT LEAST ONCE EACH YEAR. REQUESTS TO TAKE MORE THAN TWO TIMES THE ANNUAL VACATION IN ANY ONE YEAR WILL NOT NORMALLY BE CONSIDERED. IF EXTENUATING CIRCUMSTANCES EXIST, SUCH REQUESTS MUST HAVE THE APPROVAL OF MANAGEMENT. THE BALANCE MAY BE USED IN INCREMENTS NOT NORMALLY LESS THAN ONE HOUR.

EMPLOYEE'S ANNUAL LEAVE INCLUDES DAYS OFF IMMEDIATELY BEFORE AND DAYS OFF IMMEDIATELY AFTER THE CONSECUTIVE BLOCK OF SCHEDULED SHIFTS CHOSEN. THIS LEAVE IS GUARANTEED TIME OFF WITH THE STIPULATION THAT MANAGEMENT RESERVES THE RIGHT TO CANCEL THE EMPLOYEE'S SCHEDULED ANNUAL LEAVE WITHIN TEN (10) DAYS OF THE START OF THAT LEAVE IN THE EVENT OF EXTENUATING CIRCUMSTANCES BEYOND THEIR CONTROL AND/OR IF THE ABSENCE WOULD SEVERELY IMPACT THE OVERALL STAFFING OR OPERATIONS OF THE COMMUNICATIONS CENTER.

SECTION B - HOLIDAYS

1. THE HOLIDAYS OF THE AUTHORITY, EXCEPT AS OTHERWISE PROVIDED BY THIS ARTICLE, SHALL BE:

NEW YEARS' DAY	JANUARY 1
MARTIN LUTHER KING'S BIRTHDAY	THIRD MONDAY IN JANUARY
WASHINGTON'S BIRTHDAY	THIRD MONDAY IN FEBRUARY

MEMORIAL DAY	LAST MONDAY IN MAY
INDEPENDENCE DAY	JULY 4
LABOR DAY	FIRST MONDAY IN SEPTEMBER
ADMISSIONS DAY	FLOATING HOLIDAY SEPT.
COLUMBUS DAY	FLOATING HOLIDAY OCTOBER
VETERAN'S DAY	NOVEMBER 11
THANKSGIVING DAY	FOURTH THURSDAY IN NOV.
DAY AFTER THANKSGIVING	FRIDAY AFTER THANKSGIVING
CHRISTMAS DAY	DECEMBER 25

FOR ALL EMPLOYEES WHO ARE NOT JOB-SHARE EMPLOYEES, A BI-WEEKLY ACCRUAL FACTOR OF 3.68 HOURS WILL BE USED FOR 96 HOURS OF VACATION IN LIEU OF 12 HOLIDAYS IN ADDITION TO THE VACATION SPECIFIED IN ARTICLE 6, SECTION A-1. $(96 \div 26.09 = 3.68)$

FOR ALL JOB-SHARE EMPLOYEES, A BI-WEEKLY ACCRUAL FACTOR OF 1.84 HOURS WILL BE USED FOR 96 HOURS OF VACATION IN LIEU OF 12 HOLIDAYS IN ADDITION TO THE VACATION SPECIFIED IN ARTICLE 6, SECTION A-1. $(96 \div 26.09 \div 2 = 1.84)$

2. EMPLOYEES WITH SATURDAY AND SUNDAY OFF:

FOR EMPLOYEES SCHEDULED A CONVENTIONAL 40-HOUR WEEK (EXCLUDING SHIFT WORKERS WITH SATURDAY AND SUNDAY OFF) WHEN A HOLIDAY FALLS ON A SUNDAY, THE FOLLOWING MONDAY SHALL BE OBSERVED AS THE HOLIDAY. WHEN A HOLIDAY FALLS ON A SATURDAY, EIGHT HOURS SHALL BE ADDED TO THE EMPLOYEE'S VACATION BALANCE IN LIEU OF THE HOLIDAY.

3. EMPLOYEES REQUIRED TO WORK ON A HOLIDAY:

EMPLOYEES, WHO ARE NOT JOB-SHARE EMPLOYEES, ASSIGNED SHIFT WORK SHALL ACCRUE, 96 HOURS OF VACATION IN LIEU OF HOLIDAYS. JOB-SHARE EMPLOYEES ASSIGNED SHIFT WORK SHALL EACH ACCRUE 48 HOURS OF VACATION IN LIEU OF HOLIDAYS. EMPLOYEES WHO BEGIN THEIR SHIFTS ON THANKSGIVING AND/OR CHRISTMAS SHALL BE GRANTED PAY AT THE RATE OF TIME AND ONE-HALF IN ADDITION TO VACATION IN LIEU ACCRUAL. ANY EMPLOYEE SEPARATING FROM THE AUTHORITY WHO HAS TAKEN VACATION IN LIEU IN EXCESS OF NORMAL

ACCRUAL SHALL HAVE THOSE UNEARNED HOURS DEDUCTED FROM THE FINAL PAY CHECK.

SECTION C - SICK LEAVE

1. SICK LEAVE WITH PAY SHALL BE GRANTED TO ALL PROBATIONARY AND PERMANENT EMPLOYEES IN ACCORDANCE WITH THIS SECTION. SICK LEAVE SHALL NOT BE CONSIDERED AS A RIGHT WHICH AN EMPLOYEE MAY USE AT HIS/HER DISCRETION, BUT SHALL BE ALLOWED ONLY IN CASE OF NECESSITY AND ACTUAL PERSONAL SICKNESS OR DISABILITY OR FOR THE QUALIFIED REASONS DESCRIBED IN THIS SECTION OF ARTICLE 6. ABUSE OF SICK LEAVE PRIVILEGES SHALL BE GROUNDS FOR DISCIPLINARY ACTION.

- a. SICK LEAVE WITH PAY MAY BE USED FOR THE DIAGNOSIS, CARE, OR TREATMENT OF AN EXISTING HEALTH CONDITION, OR PREVENTATIVE CARE FOR, ANY OF THE FOLLOWING OF THE EMPLOYEE'S FAMILY MEMBERS: CHILD OF ANY AGE OR DEPENDENCY STATUS; PARENT; SPOUSE; REGISTERED DOMESTIC PARTNER; GRANDPARENT; GRANDCHILD; OR SIBLING.

FOR THE EMPLOYEE WHO IS A VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING: (A) TO OBTAIN OR ATTEMPT TO OBTAIN A TEMPORARY RESTRAINING ORDER, RESTRAINING ORDER, OR OTHER COURT ASSISTANCE TO HELP ENSURE THE HEALTH, SAFETY, OR WELFARE OF THE EMPLOYEE OR HIS OR HER CHILD; OR (B) TO OBTAIN MEDICAL ATTENTION OR PSYCHOLOGICAL COUNSELING; SERVICES FROM A SHELTER; PROGRAM OR CRISIS CENTER; OR PARTICIPATE IN SAFETY PLANNING OR OTHER ACTIONS TO INCREASE SAFETY. (LABOR CODE SECTIONS 230(C), 230.1(A).)

- b. COMPENSATION AND NOTIFICATION PROCEDURE

IN ORDER TO RECEIVE COMPENSATION WHILE ABSENT ON SICK LEAVE, THE EMPLOYEE SHALL NOTIFY THEIR IMMEDIATE SUPERVISOR AT LEAST TWO HOURS PRIOR TO THE TIME SET FOR BEGINNING THEIR DAILY SHIFT OR, IF THE NEED FOR SICK LEAVE IS NOT FORESEEABLE, AS SOON AS REASONABLY PRACTICABLE UNDER THE CIRCUMSTANCES.

- c. CERTIFICATE OF ABSENCES

IN CASES OF SUSPECTED ABUSE, CHRONIC SICK LEAVE USE, INSTANCES REQUIRING MODIFIED DUTY WORK ASSIGNMENTS, OR AT THE DISCRETION OF MANAGEMENT, A PHYSICIAN'S

CERTIFICATE MAY BE REQUIRED FOR ANY SICK LEAVE ABSENCE THAT OCCURS AFTER THE EMPLOYEE HAS USED 24 CONSECUTIVE HOURS, OR THREE CONSECUTIVE DAYS, WHICHEVER IS GREATER, IF THE EMPLOYEE IS GIVEN REASONABLE NOTICE TO ALLOW HIM/HER TO PROVIDE SUCH PHYSICIAN'S CERTIFICATE.

IN THE CASE OF A SUSPECTED SICKOUT, THE MANAGEMENT MAY IMPLEMENT IMMEDIATE REQUIREMENT FOR PHYSICIAN'S CERTIFICATES.

d. EMERGENCY FAMILY LEAVE

NO MORE THAN 50% OF THE EMPLOYEE'S ANNUALLY ACCRUED SICK LEAVE MAY BE TAKEN WHEN AN EMPLOYEE'S PRESENCE IS REQUIRED TO DIAGNOSE, CARE, OR TREAT AN EXISTING HEALTH CONDITION OF, OR PREVENTATIVE CARE FOR AN EMPLOYEE'S FAMILY MEMBER: CHILD OF ANY AGE OR DEPENDENCY STATUS; PARENT; SPOUSE; REGISTERED DOMESTIC PARTNER; GRANDPARENT; GRANDCHILD; OR SIBLING. (LABOR CODE SECTIONS 233, 245.5(C) AND 246.5(A).). THE EMPLOYEE SHALL REPORT THE NATURE OF THE ILLNESS OR DISABILITY AND THE RELATIONSHIP OF THE PERSON SO DISABLED ON THE FORMS PROVIDED IN ORDER TO MAKE USE OF THIS PROVISION. THIS LEAVE SHALL BE DEDUCTED FROM THE SICK LEAVE BALANCE.

e. SICK LEAVE EARNING RATE

ALL EMPLOYEES, WHO ARE NOT JOB-SHARE EMPLOYEES, WHO ARE PAID AT A BI-WEEKLY RATE SHALL ACCRUE SICK LEAVE AT THE RATE OF 5.52 HOURS PER BI-WEEKLY PAY PERIOD. ALL JOB-SHARE EMPLOYEES WHO ARE PAID AT A BI-WEEKLY RATE SHALL ACCRUE SICK LEAVE AT A RATE OF 2.76 HOURS FOR JOB-SHARE EMPLOYEES PER BI-WEEKLY PAID PERIOD. ALL SUCH SICK LEAVE WHICH IS UNUSED MAY BE ACCUMULATED.

f. SICK LEAVE CONVERSION PRIVILEGE

ANY EMPLOYEE WHO HAS TAKEN 48 HOURS SICK LEAVE OR LESS DURING THE CALENDAR YEAR ENDING DECEMBER 31 SHALL BE ENTITLED TO EITHER CONVERT UP TO 48 HOURS OF UNUSED SICK LEAVE TO VACATION LEAVE OR RECEIVE A CASH PAYMENT FOR UP TO THREE DAYS (36 HOURS), BASED UPON THEIR CURRENT COMPENSATION RATE. IN NO EVENT CAN ANY EMPLOYEE SELECT A COMBINATION OF TWO OPTIONS OR REDUCE THEIR ACCUMULATED SICK LEAVE BALANCE BELOW 192 HOURS. NO

PRORATION SHALL BE MADE FOR EMPLOYEES TERMINATING ON OR BEFORE DECEMBER 31.

g. REIMBURSEMENT OF UNUSED OR UNCONVERTED SICK LEAVE UPON SEPARATION

AFTER TEN YEARS OF CONTINUOUS (UNINTERRUPTED) SERVICE AND UPON VOLUNTARY SEPARATION UNDER SATISFACTORY CONDITIONS (AS DETERMINED BY THE APPOINTING AUTHORITY), AN EMPLOYEE SHALL BE ELIGIBLE TO RECEIVE A CASH PAYMENT EQUIVALENT TO 25% OF ALL UNUSED SICK LEAVE, LESS THE TOTAL NUMBER OF HOURS CONVERTED TO EITHER CASH OR VACATION AS SET FORTH IN ARTICLE 6, SECTION C-1-E. SUCH REIMBURSEMENT IS TO BE COMPUTED UPON THE EMPLOYEE'S FINAL COMPENSATION RATE (E.G. 600 {BALANCE OF SICK LEAVE ON BOOKS AFTER CONVERSIONS AND USE} X .25=150; 150-400 {HOURS CONVERTED PREVIOUSLY} -0).

2. BEREAVEMENT LEAVE

UP TO THREE DAYS LEAVE WITH PAY SHALL BE GRANTED TO EMPLOYEES IN ORDER TO DISCHARGE THE CUSTOMARY OBLIGATIONS ARISING FROM THE DEATH OF A RELATIVE WHO IS A MEMBER OF THE EMPLOYEE'S IMMEDIATE FAMILY (INCLUDING SPOUSE OR DOMESTIC PARTNER, CHILDREN & SPOUSE/PARTNER, FATHER & SPOUSE/PARTNER, MOTHER & SPOUSE/PARTNER, BROTHER & SPOUSE/PARTNER, SISTER & SPOUSE/PARTNER, MOTHER IN LAW & SPOUSE/PARTNER, FATHER-IN-LAW & SPOUSE/PARTNER, GRANDPARENTS & SPOUSE/PARTNER, STEPBROTHERS & SPOUSE/PARTNER, STEPSISTERS & SPOUSE/PARTNER). REQUESTS FOR SUCH LEAVE MUST BE APPROVED BY MANAGEMENT.

3. COMPULSORY SICK LEAVE

- a. IF, IN THE OPINION OF MANAGEMENT, AN EMPLOYEE IS INCAPACITATED FOR WORK DUE TO ILLNESS OR DISABILITY, SUCH EMPLOYEE MAY BE REQUIRED TO SUBMIT TO EXAMINATION BY AN AUTHORITY DESIGNATED PHYSICIAN, THE COSTS TO BE BORNE BY THE AUTHORITY. IF THE EMPLOYEE WISHES TO CHANGE PHYSICIANS, ONE REQUEST MAY BE MADE. IF THE REPORT OF THE PHYSICIAN SHOWS THE EMPLOYEE TO BE IN AN UNFIT CONDITION TO PERFORM JOB DUTIES, MANAGEMENT SHALL HAVE THE RIGHT TO COMPEL THE EMPLOYEE TO TAKE A SUFFICIENT LEAVE OF ABSENCE TO BECOME FIT FOR WORK. ANY SUBSEQUENT REPORTS VERIFYING THE EMPLOYEE'S FITNESS WILL BE AT THE EMPLOYEE'S EXPENSE. ACCRUED SICK LEAVE AND/OR VACATION MAY BE USED FOR THIS ABSENCE, OR IF BALANCES ARE

EXHAUSTED AND MANAGEMENT APPROVES, LEAVE WITHOUT PAY FOR UP TO ONE YEAR MAY BE GRANTED.

THE OBJECT OF THIS RULE IS TO PROTECT THE AUTHORITY'S INTEREST IN HAVING A SAFE AND EFFECTIVE WORK FORCE AND IN ASSISTING EMPLOYEES IN ACHIEVING A LEVEL OF FITNESS TO PERFORM THEIR DUTIES.

ANY APPLICATION OF THIS SECTION WHICH RESULTS IN ACTION BY THE AUTHORITY ADVERSE TO AN EMPLOYEE OR HIS/HER CONTINUED EMPLOYMENT MAY BE APPEALED TO THE BOARD OF CHIEFS.

- b. EMPLOYEES WHOSE PERFORMANCE IS ADVERSELY AFFECTED BY THE USE OF ALCOHOLIC BEVERAGES, OR PRESCRIBED MEDICATIONS MAY BE ASKED TO SUBMIT TO EXAMINATION AND BE SUBJECT TO THE PROVISIONS IN ACCORDANCE WITH SECTION (3) (A) ABOVE. EMPLOYEES WHOSE PRESCRIBED MEDICATION MAY ALTER THEIR BEHAVIOR SO AS TO CAUSE A POTENTIAL SAFETY PROBLEM (E.G. RELATED TO OPERATING EQUIPMENT OR RESTRICTIONS ON BEING IN CONFINED AREAS) MUST REPORT THE USE OF MEDICATION TO THEIR SUPERVISORS FOR MODIFYING THEIR WORK ASSIGNMENT TEMPORARILY. ABUSE OR FAILURE TO REPORT COULD LEAD TO DISCIPLINE.

4. MATERNITY LEAVE

EMPLOYEES APPLYING FOR LEAVE OR BENEFITS BASED UPON MATERNITY SHALL BE TREATED IN ALL RESPECTS AS AN EMPLOYEE APPLYING FOR LEAVE OR BENEFITS DUE TO ANY OTHER ILLNESS OR DISABILITY EXCEPT AS REQUIRED BY LAW. EMPLOYEES MAY REQUEST MODIFIED WORK ASSIGNMENTS IF ACCOMPANIED BY A PHYSICIAN'S STATEMENT.

SECTION D - MILITARY LEAVE

MILITARY LEAVE SHALL BE GRANTED IN ACCORDANCE WITH PROVISIONS OF STATE LAW. COMPENSATION FOR MILITARY LEAVE SHALL BE LIMITED TO THE FIRST 30 DAYS OF ACTIVE MILITARY DUTY PER FISCAL YEAR.

SECTION E - LEAVE OF ABSENCE WITHOUT PAY

THE AUTHORITY WILL PROVIDE UP TO 12 WEEKS OF JOB-PROTECTED, UNPAID LEAVE DURING A 12-MONTH PERIOD PURSUANT TO THE CALIFORNIA FAMILY RIGHTS ACT ("CFRA"). MANAGEMENT MAY GRANT A PERMANENT OR PROBATIONARY EMPLOYEE LEAVE OF ABSENCE WITHOUT PAY OR ACCRUAL OF SENIORITY OF BENEFITS FOR A PERIOD NOT TO EXCEED ONE YEAR. NO SUCH LEAVE SHALL BE GRANTED EXCEPT UPON WRITTEN REQUEST OF THE EMPLOYEE

SETTING FORTH THE REASON FOR THE REQUEST AND APPROVAL SHALL BE IN WRITING. UPON EXPIRATION OF A REGULARLY APPROVED LEAVE OF ABSENCE, THE EMPLOYEE SHALL BE REINSTATED IN THE POSITION HELD OR A REASONABLY EQUIVALENT POSITION TO THE POSITION HELD AT THE TIME LEAVE WAS GRANTED. FAILURE ON THE PART OF AN EMPLOYEE ON LEAVE TO REPORT PROMPTLY AT ITS EXPIRATION SHALL BE CAUSE FOR DISCHARGE.

EMPLOYEES MAKING USE OF THIS PROVISION WHO RETURN TO DUTY IN ONE YEAR OR LESS SHALL RETURN WITH THE SENIORITY STATUS FOR BENEFITS AND WORKING CONDITIONS WHICH THEY HELD AT THE TIME OF COMMENCEMENT OF THE LEAVE. THE AUTHORITY WILL MAINTAIN THE EMPLOYEE'S GROUP HEALTH INSURANCE DURING THE PERIOD OF PROTECTED LEAVE AT THE LEVEL AND UNDER THE CONDITIONS THAT COVERAGE WOULD HAVE BEEN PROVIDED IF THE EMPLOYEE HAD CONTINUED TO WORK IN HIS OR HER POSITION FOR THE DURATION OF THE LEAVE. AN EMPLOYEE MAY ALSO CHOOSE TO REMAIN IN ANY GROUP INSURANCE PLANS BY AGREEING TO PAY THE FULL COST WHILE ON SUCH LEAVE OF ABSENCE IN EXCESS OF THE 12-WEEKS OF CFRA LEAVE AS PERMITTED BY THE CARRIERS.

SECTION F - JURY/WITNESS LEAVE

EMPLOYEES SUMMONED FROM WORK DUTIES AS JURORS, OR SUBPOENAED TO APPEAR AS WITNESSES IN CASES OTHER THAN THOSE IN WHICH THE EMPLOYEE AS AN INDIVIDUAL IS A LITIGANT, SHALL BE ALLOWED FULL SALARY, PROVIDED THEY COMPENSATE HCFA THE FEES THEY RECEIVE FOR SUCH SERVICE. JURY SUMMONS AND COURT APPROVED TIMECARD MUST BE SUBMITTED WITHIN THE PAY PERIOD IT OCCURRED IN ORDER TO BE COMPENSATED. IF THE EMPLOYEE APPEARS FOR COURT, AND IS RELEASED WITH WORKING LESS THAN EIGHT HOURS, THE EMPLOYEE WILL RETURN TO WORK AT HCFA, OR MAY REQUEST TO USE VACATION OR COMP TIME, WHICH MUST BE APPROVED BY THE ON DUTY SUPERVISOR OR MANAGEMENT.

EMPANELMENT ON A JURY:

SWING SHIFT, GRAVEYARD SHIFT AND WEEKEND SHIFT EMPLOYEES WHO HAVE A REGULAR WORK SCHEDULE THAT FALLS OUTSIDE THE HOURS OF 8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY, WHO IS IMPANELED ON A JURY, SHALL BE ASSIGNED TO THE ABOVE WORK SCHEDULE FOR THE DURATION OF THE TRIAL TO WHICH THEY ARE ASSIGNED.

AN EMPLOYEE WHOSE WORK SCHEDULE HAS BEEN ADJUSTED IN THIS MANNER SHALL REPORT FOR WORK DURING ANY HOURS DURING THEIR ADJUSTED WORK SCHEDULE THAT HE OR SHE IS NOT REQUIRED TO REPORT TO COURT AS A JUROR. EXCLUDING OVERTIME, TOTAL HOURS WORKED

BETWEEN SERVING ON A JURY AND IN THE WORKPLACE, SUNDAY THROUGH SATURDAY, SHALL NOT EXCEED FORTY (40) HOURS.

IF AN EMPLOYEE IS SCHEDULED TO WORK GRAVEYARD THE NIGHT BEFORE THEY ARE TO APPEAR AS A JUROR OR WITNESS, THEY WILL BE ADJUSTED OFF TO GIVE THEM A 10-HOUR REST PERIOD BEFORE APPEARING.

SECTION G - WORKERS' COMPENSATION LEAVE

ALL COMPENSATION RECEIVED IN ACCORDANCE WITH THE PROVISIONS OF THE LABOR CODE AND WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA SHALL BE DEEMED INCLUDED IN ANY COMPENSATION DUE FROM THE AUTHORITY BY VIRTUE OF ANY GRANT FOR SICK LEAVE WITH PAY.

SECTION H - CATASTROPHIC LEAVE BANK

1. THIS PROGRAM ALLOWS EMPLOYEES TO DONATE EARNED AND UNUSED VACATION TIME, VACATION IN LIEU, OR COMPENSATORY TIME FOR USE BY ANOTHER WHO, DUE TO EXTENSIVE OR CATASTROPHIC ILLNESS OR INJURY, HAS EXHAUSTED PAID LEAVE AND IS SUBSEQUENTLY FACING FINANCIAL HARDSHIP. EACH REQUEST WILL BE CONSIDERED ON A CASE-BY CASE BASIS.
2. REQUESTS BY AN EMPLOYEE TO DONATE LEAVE TIME ARE SUBMITTED IN WRITING FOR APPROVAL BY MANAGEMENT. AFTER CONSIDERING ALL ISSUES AND CONSULTATION WITH CONCERNED PARTIES, MANAGEMENT WILL MAKE THE DETERMINATION. ANY REQUEST DENIED BY MANAGEMENT MAY BE APPEALED TO THE BOARD OF CHIEFS.

ONCE APPROVED, LEAVE TIME CREDITS MAY BE TRANSFERRED FROM THE DONOR EMPLOYEE TO A "FUND" ESTABLISHED FOR RECIPIENT EMPLOYEES TO BE USED ON AN HOUR-FOR-HOUR BASIS IN ACCORDANCE WITH THE FOLLOWING CONDITIONS:

- a. PROGRAM IS ADMINISTERED FACILITY-WIDE ALLOWING HOURS TO CROSS EMPLOYEE GROUPS. MANAGEMENT AND MID-MANAGEMENT EMPLOYEES MAY ALSO PARTICIPATE.
- b. RECEIVING EMPLOYEE MUST HAVE EXHAUSTED ALL EARNED LEAVE (COMPENSATORY TIME, VACATION, AND VACATION IN LIEU) AND WILL/HAS ENTERED LEAVE WITHOUT PAY STATUS.
- c. EMPLOYEES DONATING TIME MUST TRANSFER A MINIMUM OF EIGHT HOURS AND IN WHOLE HOUR INCREMENTS THEREAFTER.

- d. DONATED HOURS ARE CONSIDERED A GIFT TO THE RECIPIENT AND IRREVOCABLE. THEREFORE, RECIPIENT IS NOT REQUIRED TO "PAY BACK" ANY HOURS RECEIVED.
- e. HOURS TRANSFERRED WILL HAVE AN HOUR-FOR-HOUR VALUE WITH NO REGARD TO DOLLAR VALUE OF DONOR VS. RECIPIENT.
- f. UNUSED HOURS WILL REMAIN IN THE CATASTROPHIC LEAVE BANK FOR FUTURE USE.
- g. ONCE DONATED LEAVE BENEFITS BECOME PAYABLE, TEMPORARY RECOVERY MAY OCCUR RESULTING IN A FUTURE PERIOD(S) OF DISABILITY. APPROVAL PROCEDURES SHOULD NOT BE NECESSARY IF PERIODS OF DISABILITY ARE SEPARATED BY TEMPORARY RECOVERY OF 90 DAYS OR LESS.
- h. EMPLOYEES WISHING TO DONATE LEAVE TIME MUST MAINTAIN A MINIMUM BALANCE OF 80 HOURS (AFTER DONATION).

WITH REGARD TO OTHER BENEFITS, COORDINATION IS AS FOLLOWS:

SDI: SDI BENEFITS ARE COORDINATED WITH DONATED VACATION HOURS IN ACCORDANCE WITH STATE DISABILITY INSURANCE GUIDELINES.

WORKERS' COMPENSATION: DONATED HOURS CAN BE UTILIZED FOR THE DIFFERENCE, BUT NO MORE THAN RECIPIENT EMPLOYEE REGULAR SALARY.

SECTION I - EMPLOYEE REINSTATEMENT

1. ANY EMPLOYEE WHO HAS SERVED SATISFACTORILY IN REGULAR STATUS, AND PRESENTLY FULFILLS THE MINIMUM REQUIREMENTS FOR THE CLASS OF EMPLOYMENT, AND WHO VOLUNTARILY RESIGNS, IN GOOD STANDING FROM HIS/HER POSITION, MAY REQUEST REINSTATEMENT TO THE OPEN OR PROMOTIONAL ELIGIBLE LIST FOR THE CLASS OF POSITION IN WHICH SUCH SERVICE WAS RENDERED, AND/OR TO THE ELIGIBLE LIST FOR A LOWER CLASS OF POSITION IF QUALIFIED. SUCH EMPLOYEE MAY REQUEST REINSTATEMENT AFTER THREE MONTHS AND WITHIN ONE YEAR FROM THE DATE OF RESIGNATION. MANAGEMENT SHALL, UPON REVIEW OF THE CIRCUMSTANCES, GRANT OR DENY SUCH REQUEST. IF THE REQUEST IS GRANTED, THE PLACEMENT OF THE NAME ON ANY ELIGIBLE LIST SHALL BE DETERMINED AT THE DISCRETION OF MANAGEMENT.
2. IF NO SUCH APPROPRIATE ELIGIBLE LIST EXISTS, ANYONE GRANTED REINSTATEMENT UNDER THIS RULE SHALL HAVE THE SAME ELIGIBILITY AS THOUGH THERE WERE SUCH A LIST. AFTER THE EXPIRATION OF THE ELIGIBLE LIST ON WHICH THERE IS A REINSTATED NAME, SUCH NAME

SHALL CONTINUE TO HAVE ELIGIBILITY UNTIL THE COMPLETION OF THE PRESCRIBED SIX-MONTH PERIOD, PROVIDED THAT WITHIN SUCH PERIOD IT SHALL BE PLACED ON SUCCEEDING ELIGIBLE LISTS FOR THE SAME CLASS OF POSITION, ACCORDING TO THE POSITION ORIGINALLY APPROVED BY MANAGEMENT.

3. WHEN A FORMER EMPLOYEE IS REINSTATED PURSUANT TO THE ABOVE, THE EMPLOYEE DATE OF REINSTATEMENT SHALL CONSTITUTE A NEW SENIORITY DATE FOR ALL PURPOSES. REINSTATED EMPLOYEES SHALL BE SUBJECT TO ANY REQUIREMENT OF NEW EMPLOYMENT INCLUDING, BUT NOT LIMITED TO, BACKGROUND INVESTIGATION, CREDIT CHECK, DMV CHECK, PSYCHOLOGICAL EVALUATION OR OTHER PROCESS DETERMINED TO BE APPROPRIATE BY MANAGEMENT.

ARTICLE 7 - LAYOFF

SECTION A - PURPOSE

TO PROVIDE A MEANS BY WHICH EMPLOYEES ARE TO BE DEMOTED OR LAID OFF WHEN A REDUCTION IN FORCE (RIF) IS NECESSITATED BY A LACK IN FUNDS, ABOLISHMENT OF A POSITION, OR OTHER SITUATION.

PRIOR TO A LAYOFF DUE TO A RIF NECESSITATED BY FINANCIAL EMERGENCY, THE COMMISSION MAY CHOOSE TO ADOPT OTHER ALTERNATIVES WHICH ARE LEGALLY AVAILABLE TO AVOID LAYOFFS. PRIOR TO ANY ACTION BEING TAKEN, WRITTEN NOTICE SHALL BE GIVEN TO THE EMPLOYEES.

SECTION B - DETERMINATION

1. THE COMMISSION SHALL DETERMINE, ON THE BASIS OF THE NEEDS OF THE AUTHORITY, AS RECOMMENDED BY MANAGEMENT, WHICH CLASSIFICATIONS SHALL BE SUBJECT TO LAYOFF IN THE EVENT A RIF IS NECESSITATED BY LACK OF FUNDS.
2. IN THE EVENT A RIF IS NECESSITATED BY THE ABOLISHMENT OF POSITIONS, MANAGEMENT SHALL DETERMINE WHICH CLASSIFICATIONS SHALL BE SUBJECT TO LAYOFF BASED UPON THE NEEDS OF THE AUTHORITY.

SECTION C - REDUCTION IN FORCE – DEMOTION

EXCEPT AS OTHERWISE PROVIDED WHENEVER THERE IS A REDUCTION IN WORK FORCE, MANAGEMENT SHALL FIRST DEMOTE TO A VACANCY, IF ANY, IN A LOWER CLASS FOR WHICH THE EMPLOYEE WITH THE GREATEST LENGTH OF SENIORITY IN THE AFFECTED SERIES SHALL BE DEMOTED FIRST. WHENEVER TWO OR MORE EMPLOYEES HAVE IDENTICAL SENIORITY STATUS, THE EMPLOYEE WITH THE LOWEST PERFORMANCE AS DETERMINED BY MANAGEMENT SHALL BE DEMOTED

FIRST. ALL PERSONS SO DEMOTED SHALL HAVE THEIR NAMES PLACED ON THE CLASSIFICATION REINSTATEMENT ELIGIBLE LIST.

SECTION D - ORDER OF REDUCTION IN FORCE

IN A REDUCTION IN FORCE SITUATION, THE FOLLOWING ORDER OF LAYOFFS SHALL BE FOLLOWED:

1. PART-TIME AND PROVISIONAL EMPLOYEES IN THE AFFECTED CLASSIFICATION SERIES;
2. LIMITED TERM EMPLOYEES IN REVERSE ORDER OF THEIR CLASSIFICATION SENIORITY IN THE AFFECTED CLASS SERIES;
3. PROBATIONARY EMPLOYEES IN REVERSE ORDER OF THEIR CLASSIFICATION SENIORITY IN THE AFFECTED CLASS SERIES;
4. SHOULD THERE BE A NEED FOR FURTHER REDUCTION, REGULAR EMPLOYEES IN THE AFFECTED CLASSIFICATION SERIES SHALL BE INVOLUNTARILY DEMOTED IN REVERSE ORDER OF THEIR CLASSIFICATION SENIORITY;
5. SHOULD A REDUCTION IN FORCE STILL BE NECESSARY, REGULAR EMPLOYEES SHALL THEN BE LAID OFF IN THE REVERSE ORDER OF THEIR SENIORITY IN THE AFFECTED CLASS SERIES. ANY EMPLOYEE SO LAID OFF WILL BE GIVEN TEN WORKING DAYS' NOTICE IN WRITING FROM MANAGEMENT.

SECTION E - DETERMINING ORDER OF LAYOFF AND DEMOTION FOR EMPLOYEES WITH IDENTICAL SENIORITY

SHOULD TWO OR MORE EMPLOYEES HAVE IDENTICAL CLASSIFICATION SENIORITY, THE ORDER OF LAYOFF AND DEMOTION WILL BE DETERMINED BY LENGTH OF CONTINUOUS SERVICE IN THE AFFECTED SERIES. WHENEVER TWO OR MORE EMPLOYEES HAVE IDENTICAL SERVICE IN THE AFFECTED SERIES, THE ORDER OF LAYOFF AND DEMOTION SHALL BE DETERMINED BY MANAGEMENT ON THE BASIS OF PERFORMANCE.

SECTION F - ORDER AND METHOD OF DEMOTION PURSUANT TO A REDUCTION IN FORCE – BUMPING

WHEN REQUIRED, DUE TO A RIF, EMPLOYEES SHALL BE DEMOTED IN THE FOLLOWING MANNER:

1. EMPLOYEES WHO ARE INVOLUNTARILY DEMOTED WHO HAVE HELD PERMANENT STATUS IN A LOWER CLASSIFICATION SHALL HAVE THE RIGHT TO BUMP EMPLOYEES IN A LOWER CLASSIFICATION WITH LESS

CLASSIFICATION SENIORITY. FOR THIS PURPOSE, CLASSIFICATION SENIORITY SHALL INCLUDE THE SENIORITY THE EMPLOYEE HAD IN ANY HIGHER CLASSIFICATION IN THE AFFECTED CLASS AS WELL AS THE SENIORITY THE EMPLOYEE HAS IN THE LOWER CLASSIFICATION THAT THE EMPLOYEE IS DEMOTED TO.

2. EMPLOYEES WHO HAVE NOT ACTUALLY HELD STATUS IN A LOWER CLASSIFICATION SHALL BE ALLOWED TO DEMOTE TO A VACANT POSITION OR A POSITION HELD BY A PROBATIONARY EMPLOYEE IN SUCH A LOWER CLASS. THEY WILL ALSO BE ALLOWED TO DEMOTE TO A LOWER CLASS IF THEY MEET OR EXCEED THE EMPLOYMENT STANDARDS OF THE LOWER CLASS AND THE SKILLS, KNOWLEDGE, ABILITIES, AND TYPICAL TASKS ARE SIMILAR TO THE CLASS THEY ARE BEING DEMOTED FROM. HOWEVER, AN EMPLOYEE MAY NOT BUMP TO A LOWER CLASSIFICATION THEY HAVE NOT PREVIOUSLY HELD WHERE THE KNOWLEDGE, SKILLS, ABILITIES, AND TYPICAL TASKS ARE NOT SIMILAR OR RELATED TO THE HIGHER CLASSIFICATION. BUMPING TO A LOWER CLASSIFICATION IN THE CLASS SERIES WILL BE ALLOWED EVEN THOUGH THE EMPLOYEE HAS NOT PREVIOUSLY HELD A POSITION IN THE LOWER CLASSIFICATION IF THE CLASSIFICATION HAS BEEN CREATED OR ADDED TO THE CLASS SERIES FOLLOWING THE EMPLOYEE'S PROMOTION TO A HIGHER CLASSIFICATION IN THE AFFECTED CLASS SERIES, OR IF A NEW ENTRY-LEVEL POSITION WAS CREATED FOLLOWING THE EMPLOYEE'S DATE OF HIRE. BUMPING TO A NEWLY CREATED CLASSIFICATION WILL ONLY BE ALLOWED MANAGEMENT HAS DETERMINED THAT THE EMPLOYEE MEETS OR EXCEEDS THE QUALIFICATION FOR THAT CLASSIFICATION.

SECTION G - REINSTATEMENT OF EMPLOYEES DEMOTED AS A RESULT OF A REDUCTION IN FORCE

EMPLOYEES WHO ARE DEMOTED AS A RESULT OF A REDUCTION IN FORCE SHALL HAVE THEIR NAMES PLACED ON A CLASSIFICATION REINSTATEMENT LIST IN THE ORDER OF THEIR CLASSIFICATION SENIORITY. VACANT POSITIONS WITHIN A CLASSIFICATION SERIES SHALL FIRST BE OFFERED TO EMPLOYEES ON THIS LIST.

SECTION H - REEMPLOYMENT OF EMPLOYEES LAID OFF AS A RESULT OF A REDUCTION IN FORCE

EMPLOYEES WHO ARE LAID OFF AND WHO HELD PERMANENT AUTHORITY STATUS AT THE TIME OF LAYOFF SHALL HAVE THEIR NAMES PLACED ON A REEMPLOYMENT LIST FOR CLASSIFICATIONS IN WHICH THEY PREVIOUSLY HELD STATUS AND FOR CLASSIFICATION AT THE SAME OR LOWER SALARY RANGE FOR WHICH THEY QUALIFY IN THE ORDER OF THEIR SENIORITY IN THE AFFECTED CLASS SERIES.

VACANT POSITIONS IN SUCH CLASSIFICATIONS WILL BE OFFERED TO THOSE ELIGIBLE ON THE REEMPLOYMENT LIST WHO QUALIFY FOR SUCH VACANCIES PRIOR TO AN OPEN OR PROMOTIONAL RECRUITMENT.

SECTION I - DURATION OF REINSTATEMENT AND REEMPLOYMENT LIST

THE ELIGIBILITY OF INDIVIDUALS ON THE REINSTATEMENT AND REEMPLOYMENT LISTS SHALL EXTEND FOR A PERIOD OF ONE YEAR FROM THE DATE OF DEMOTION OR LAYOFF. THOSE ELIGIBLE NOT RESPONDING TO WRITTEN NOTIFICATION OF AN OPENING WITHIN TEN WORKING DAYS SHALL HAVE THEIR NAMES REMOVED FROM EITHER THE REEMPLOYMENT OR REINSTATEMENT LIST.

SECTION J - RESTORATION OF BENEFITS UPON REEMPLOYMENT FOLLOWING A REDUCTION IN FORCE

UPON REEMPLOYMENT FOLLOWING A REDUCTION IN FORCE, AN INDIVIDUAL WILL HAVE, THE FOLLOWING BENEFITS RESTORED:

1. PRIOR SICK LEAVE BALANCE, IF ANY;
2. SENIORITY AT TIME OF LAYOFF FOR PURPOSES OF DETERMINING MERIT INCREASES, VACATION ACCRUAL RATE, AND FUTURE REDUCTION IN FORCE.
3. UPON REEMPLOYMENT, THE EMPLOYEE SHALL BE PAID AT THE SAME STEP OF THE SALARY RANGE CURRENTLY IN EFFECT FOR THE CLASSIFICATION THE EMPLOYEE HELD IMMEDIATELY PRIOR TO LAYOFF. IF THE EMPLOYEE CHOOSES TO BE REEMPLOYED IN A CLASSIFICATION WHICH AS A SALARY RANGE LOWER THAN THE CLASSIFICATION FROM WHICH THE EMPLOYEE WAS LAID OFF, THEN THE SALARY PLACEMENT WILL BE MADE AS FOLLOWS:
 - a. AT A POINT EITHER EQUIVALENT TO THE EMPLOYEE'S SALARY RANGE AND STEP IMMEDIATELY PRIOR TO LAYOFF;
 - b. IF THE MAXIMUM OF THE SALARY RANGE OF THE POSITION TO WHICH THE EMPLOYEE IS TO BE REEMPLOYED IN LESS THAN THE MINIMUM SALARY CURRENTLY IN EFFECT FOR THE CLASSIFICATION FOR WHICH LAID OFF, THE EMPLOYEE WILL RECEIVE THE MAXIMUM OF THE SALARY RANGE FOR THE CLASSIFICATION IN WHICH THE EMPLOYEE IS REEMPLOYED.
4. ALL BENEFITS EMPLOYEES ARE ELIGIBLE TO RECEIVE, INCLUDING THE DEFERRED COMPENSATION BENEFIT, IF THEY WERE RECEIVING IT PRIOR TO LAYOFF.

SECTION K - QUARTERLY PERFORMANCE REPORTS

QUARTERLY PERFORMANCE REPORTS WILL BE REQUIRED TO BE COMPLETED DURING THE FIRST YEAR OF REEMPLOYMENT ON ANY EMPLOYEE APPOINTED FROM A REEMPLOYMENT LIST OR CLASSIFICATION REINSTATEMENT LIST.

SECTION L - PAYOFF OF ACCRUALS UPON LAYOFF

LAI D OFF EMPLOYEES ARE TO BE PAID FOR ALL ACCRUED HOLIDAYS, VACATION, AND NON-EXEMPT OVERTIME WHEN SEPARATED AS A RESULT OF A LAYOFF. THE SICK LEAVE BALANCE OF SUCH EMPLOYEE WILL REMAIN ON THE BOOKS AND WILL BE REINSTATED IF THEY ARE REAPPOINTED UNLESS THE EMPLOYEE IS ELIGIBLE FOR, AND ELECTS TO PARTICIPATE IN, THE SICK LEAVE REIMBURSEMENT PROGRAM FOR SEPARATION.

SECTION M - RETIREMENT CONTRIBUTION

IF A PERSON HAS LESS THAN FIVE YEARS OF SERVICE TIME THAT IS APPLICABLE TOWARD RETIREMENT, UPON LAYOFF ALL EMPLOYEE RETIREMENT CONTRIBUTIONS WILL BE PAID TO THE EMPLOYEE. IF THE EMPLOYEE HAS MORE THAN FIVE YEARS OF SERVICE THAT IS APPLICABLE TOWARD RETIREMENT, THE EMPLOYEE MAY ELECT TO EITHER WITHDRAW HIS/HER RETIREMENT CONTRIBUTION OR LEAVE THE MONEY IN THE RETIREMENT SYSTEM. PRIOR TO REEMPLOYMENT, HOWEVER, IF THE RETIREMENT FUNDS HAVE BEEN WITHDRAWN, THEY MUST BE REDEPOSITED IN ACCORDANCE WITH ARRANGEMENTS SATISFACTORY TO THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

SECTION N - NON-DISCRIMINATION IN REDUCTION IN FORCE

LAYOFFS AND DEMOTIONS WHICH RESULT FROM REDUCTION IN FORCE SHALL BE MADE WITHOUT REGARD TO AN EMPLOYEE'S RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, AGE OR PHYSICAL HANDICAP.

ARTICLE 8 - GRIEVANCE PROCEDURE

SECTION A - PURPOSE

1. TO PROMOTE IMPROVED EMPLOYER-EMPLOYEE RELATIONS BY ESTABLISHING GRIEVANCE PROCEDURES ON MATTERS FOR WHICH APPEAL OR HEARING IS NOT PROVIDED BY OTHER REGULATIONS.
2. TO ASSURE FAIR AND EQUITABLE TREATMENT OF ALL EMPLOYEES AND PROMOTE HARMONIOUS RELATIONS AMONG EMPLOYEES, AND MANAGEMENT.
3. TO ENCOURAGE THE SETTLEMENT OF DISAGREEMENTS INFORMALLY AT THE EMPLOYEE SUPERVISOR LEVEL AND PROVIDE AN ORDERLY

PROCEDURE TO HANDLE GRIEVANCES THROUGHOUT THE SEVERAL SUPERVISORY LEVELS WHERE NECESSARY.

4. TO PROVIDE THAT APPEALS SHALL BE CONDUCTED AS INFORMALLY AS POSSIBLE IN THE CASE OF GRIEVANCES.
5. TO RESOLVE GRIEVANCES AS QUICKLY AS POSSIBLE AND CORRECT, IF POSSIBLE, THE CAUSE OF SAID GRIEVANCE, THEREBY REDUCING THE NUMBER OF GRIEVANCES AND FUTURE SIMILAR COMPLAINTS.

SECTION B - REVIEWABLE GRIEVANCES

TO BE REVIEWABLE UNDER THIS PROCEDURE, A GRIEVANCE MUST MEET THE FOLLOWING CRITERIA:

1. BE NON-HYPOTHETICAL OR AN ACTUAL CONTROVERSY;
2. RESULT FROM AN ACT OR OMISSION BY MANAGEMENT REGARDING WORKING CONDITIONS OR OTHER ASPECTS OF EMPLOYER-EMPLOYEE RELATIONS OVER WHICH THE HEAD OF THE DEPARTMENT OR THE AUTHORITY HAS CONTROL.
3. ARISE OUT OF A SPECIFIC SITUATION, ACT, OR ACTS COMPLAINED OF AS BEING UNFAIR WHICH HARMS THE EMPLOYEE OR EMPLOYEES, SUCH AS RESULTING IN AN INEQUITY OR DAMAGE TO THE EMPLOYEE OR EMPLOYEES.
4. SPECIFY THE RELIEF SOUGHT, WHICH RELIEF MUST BE WITHIN THE POWER OF MANAGEMENT TO GRANT IN WHOLE OR IN PART.
5. BE A VIOLATION, MISINTERPRETATION, OR MISAPPLICATION OF THIS MOU OR EXISTING AUTHORITY POLICIES OR PROCEDURES.
6. GRIEVANCES MAY BE FILED BY AN INDIVIDUAL EMPLOYEE, A GROUP OF EMPLOYEES ON BEHALF OF ONE OR MORE EMPLOYEES OR BY THE ASSOCIATION ON BEHALF OF AN ASSOCIATION MEMBER OR GROUP OF ASSOCIATION MEMBERS.

SECTION C- NON REVIEWABLE GRIEVANCES

A GRIEVANCE IS NOT REVIEWABLE UNDER THIS PROCEDURE IF IT IS A MATTER WHICH IS REVIEWABLE UNDER SOME OTHER ADMINISTRATIVE PROCEDURE AND/OR PERSONNEL RULE SUCH AS:

1. APPEALS FROM FORMAL DISCIPLINARY PROCEEDING.
2. COMPLAINTS OR DISPUTES THAT ARE SUBJECT TO A SEPARATE PROCEDURE PURSUANT TO THE AUTHORITY'S POLICIES OR PROCEDURES.

SECTION D - INFORMAL GRIEVANCE PROCEDURE

AN EMPLOYEE WHO HAS A PROBLEM OR COMPLAINT SHOULD FIRST TRY TO GET IT SETTLED THROUGH DISCUSSION WITH THE IMMEDIATE SUPERVISOR WITHIN 15 CALENDAR DAYS. IF, AFTER THIS DISCUSSION THE EMPLOYEE DOES NOT BELIEVE THE PROBLEM HAS BEEN SATISFACTORILY RESOLVED, THE PROBLEM MAY BE DISCUSSED WITH THE NEXT LEVEL OF SUPERVISION, UP TO AND INCLUDING THE OPERATIONS MANAGER. THE EMPLOYEE MAY FILE A FORMAL GRIEVANCE IN WRITING WITHIN TEN DAYS OF RECEIPT OF THE INFORMAL DECISION OF THE OPERATIONS MANAGER.

SECTION E - FORMAL GRIEVANCE PROCEDURE

1. PRESCRIBED FORM

THE FORMAL WRITTEN GRIEVANCE SHALL BE SUBMITTED ON A FORM PRESCRIBED BY MANAGEMENT FOR THIS PURPOSE. FORMAL WRITTEN GRIEVANCES MAY ALSO BE SUBMITTED IN A WRITTEN LETTER SIGNED BY THE GRIEVANT, PROVIDED IT CONTAINS THE STATEMENT OF GRIEVANCE INFORMATION.

2. STATEMENT OF GRIEVANCE

THE GRIEVANCE SHALL CONTAIN A STATEMENT OF:

- a. THE SPECIFIC SITUATION, ACT, OR ACTS COMPLAINED OF THAT FORM THE BASIS OF THE GRIEVANCE;
- b. THE PROVISION OF THE MOU OR AUTHORITY POLICY, RULE OR REGULATION VIOLATED, MISINTERPRETED, OR MISAPPLIED;
- c. THE HARM SUFFERED BY THE EMPLOYEE OR EMPLOYEES; AND
- d. THE RELIEF SOUGHT.

3. EMPLOYEE REPRESENTATION

THE EMPLOYEE MAY CHOOSE A REPRESENTATIVE AT ANY STEP AFTER THEIR DISCUSSION WITH THE IMMEDIATE SUPERVISOR. NO PERSON HEARING A GRIEVANCE NEED RECOGNIZE MORE THAN ONE REPRESENTATIVE FOR AN EMPLOYEE AT ANY ONE TIME UNLESS SO DESIRED.

4. HANDLED DURING WORK HOURS

WHENEVER POSSIBLE, GRIEVANCES WILL BE HANDLED DURING THE REGULARLY SCHEDULED WORKING HOURS OF THE PARTIES INVOLVED.

5. EXTENSION OF TIME

THE TIME LIMITS WITHIN WHICH ACTION MUST BE TAKEN OR A DECISION MADE AS SPECIFIED IN THIS PROCEDURE MAY BE EXTENDED BY MUTUAL WRITTEN CONSENT OF THE PARTIES INVOLVED. A STATEMENT OF THE DURATION OF SUCH EXTENSION OF TIME MUST BE IN WRITING, SUCH AS VIA EMAIL, BY THE PARTIES INVOLVED AT THE STEP TO BE EXTENDED.

6. CONSOLIDATION OF GRIEVANCES

IF THE GRIEVANCE INVOLVES A GROUP OF EMPLOYEES OR IF A NUMBER OF EMPLOYEES FILE SEPARATE GRIEVANCES ON THE SAME MATTER, THE GRIEVANCE SHALL BE HANDLED AS A SINGLE GRIEVANCE.

7. SETTLEMENT

ANY GRIEVANCE SHALL BE CONSIDERED SETTLED AT THE COMPLETION OF ANY STEP IF ALL PARTIES ARE SATISFIED OR IF NEITHER PARTY PRESENTS THE MATTER TO A HIGHER AUTHORITY WITHIN THE PRESCRIBED PERIOD OF TIME. SETTLEMENT OF ANY GRIEVANCE SHALL NOT BE REGARDED AS CONTROLLING OR PRECEDENTIAL, UNLESS INDICATED IN THE AGREEMENT.

8. REPRISAL

THE GRIEVANCE PROCEDURE IS INTENDED TO ASSURE A GRIEVING EMPLOYEE THE RIGHT TO PRESENT A GRIEVANCE WITHOUT FEAR OF DISCIPLINARY ACTION OR REPRISAL FROM MANAGEMENT, PROVIDED THE PROVISIONS OF THIS GRIEVANCE PROCEDURE ARE OBSERVED.

SECTION F - FORMAL GRIEVANCE PROCEDURE STEPS

1. DIRECTOR REVIEW

THE DIRECTOR WILL REVIEW ANY WRITTEN GRIEVANCE AND DETERMINE WHETHER TO OVERRULE OR SUSTAIN A GRIEVANCE WITHIN 15 CALENDAR DAYS OF ITS SUBMISSION. THE DIRECTOR RECEIVING THE APPEAL, OR THE DESIGNATED REPRESENTATIVE, SHALL DISCUSS THE GRIEVANCE WITH THE EMPLOYEE(S), THE REPRESENTATIVE IF ANY, AND WITH OTHER APPROPRIATE PERSONS. THE DIRECTOR'S DETERMINATION WILL BE DELIVERED IN WRITING TO THE GRIEVANT(S) AND THEIR REPRESENTATIVE. IF THE EMPLOYEE DOES NOT AGREE WITH THE DECISION REACHED OR IF NO ANSWER HAS BEEN RECEIVED WITHIN 15 CALENDAR DAYS, THE APPEAL MAY BE PRESENTED IN WRITING TO THE CHAIRMAN OF THE BOARD OF CHIEF'S. FAILURE OF THE EMPLOYEE TO TAKE FURTHER ACTION WITHIN 15 CALENDAR DAYS AFTER RECEIPT OF THE DECISION, WILL CONSTITUTE A DROPPING OF THE APPEAL.

2. CHAIRMAN REVIEW

THE CHAIRMAN OF THE BOARD OF CHIEF'S, OR THE DESIGNATED REPRESENTATIVE, SHALL DISCUSS THE GRIEVANCE WITH THE EMPLOYEE, HIS/HER REPRESENTATIVE IF ANY, AND WITH OTHER APPROPRIATE PERSONS. THE CHAIRMAN OF THE BOARD OF CHIEF'S MAY DESIGNATE A FACT-FINDING COMMITTEE, OR OFFICER NOT IN THE NORMAL LINE OF SUPERVISION, TO ADVISE CONCERNING THE APPEAL. THE EMPLOYEE, THEIR REPRESENTATIVE, AND THE AUTHORITY WILL HAVE A REASONABLE OPPORTUNITY TO PRESENT RELEVANT EVIDENCE AND ARGUMENTS IN SUPPORT OF THE GRIEVANCE TO THE CHAIRMAN OR THEIR DESIGNATED BODY. THE CHAIRMAN OF THE BOARD OF CHIEF'S SHALL RENDER A DECISION IN WRITING TO THE EMPLOYEE WITHIN 30 CALENDAR DAYS AFTER RECEIVING THE APPEAL. THE CHAIRMAN'S DECISION SHALL BE FINAL AND NOT SUBJECT TO FURTHER APPEAL.

ARTICLE 9 - OUTSIDE EMPLOYMENT

SECTION A - CONFLICT OF INTEREST

NO EMPLOYEE SHALL ENGAGE IN ANY EMPLOYMENT OR MAINTAIN ANY BUSINESS INTEREST WHICH CREATES A CONFLICT WITH AUTHORITY EMPLOYMENT WHICH IS IN CONFLICT WITH THE AUTHORITY WORK SCHEDULE. FULL-TIME EMPLOYEES ARE EXPECTED TO MAKE EMPLOYMENT WITH THE AUTHORITY THEIR PRIMARY EMPLOYMENT. PART-TIME EMPLOYEES WILL NOT BE DETERMINED TO HAVE A CONFLICT OF INTEREST WITH THE AUTHORITY WORK SCHEDULE PROVIDED THEY WORK THE MINIMUM REQUIRED HOURS PER WORK PERIOD. THE AUTHORITY WILL NOTIFY AN EMPLOYEE THAT A POTENTIAL CONFLICT EXISTS AND ATTEMPT TO RESOLVE THE CONFLICT PRIOR TO TAKING ANY DISCIPLINARY ACTION AGAINST THE EMPLOYEE FOR VIOLATING THIS SECTION.

THE FOLLOWING WILL BE CONSIDERED TO BE IN CONFLICT OF INTEREST WITH AUTHORITY EMPLOYMENT UNLESS NOTED OTHERWISE:

1. ANY EMPLOYMENT OR BUSINESS INTEREST IN AN OUTSIDE ENTITY WHICH IS REGULATED BY THE AUTHORITY OR ANY OF ITS MEMBER AGENCIES;
2. ANY EMPLOYMENT OR BUSINESS INTEREST IN ANY OUTSIDE ENDEAVOR WHICH WOULD GIVE AN AUTHORITY EMPLOYEE SPECIAL ADVANTAGE DUE TO KNOWLEDGE OR INFORMATION OF CONFIDENTIAL OR SPECIAL NATURE (NOT AVAILABLE TO THE GENERAL PUBLIC) WHICH THE EMPLOYEE MAY GAIN FROM AUTHORITY EMPLOYMENT;
3. USE OR REFERENCE TO AUTHORITY JOB TITLE WHILE ENGAGE IN OUTSIDE EMPLOYMENT OR BUSINESS INTEREST;

4. OTHER SITUATIONS WHICH CREATE AN ACTUAL CONFLICT OF INTEREST.

SECTION B - REPORT OF OUTSIDE EMPLOYMENT

EMPLOYEES MAY BE REQUIRED TO REPORT OUTSIDE EMPLOYMENT OR BUSINESS INTERESTS ON FORMS TO BE PROVIDED BY THE AUTHORITY NOT MORE THAN TWICE YEARLY.

ARTICLE 10 - EMPLOYEE RIGHTS

EMPLOYEES OF THE AUTHORITY SHALL HAVE THE RIGHT TO FORM, JOIN, AND PARTICIPATE IN THE ACTIVITIES OF EMPLOYEE ORGANIZATIONS OR THEIR OWN CHOOSING FOR THE PURPOSE OF REPRESENTATION ON ALL MATTERS OF EMPLOYER-EMPLOYEE RELATIONS INCLUDING, BUT NOT LIMITED TO, WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT. EMPLOYEES OF THE AUTHORITY ALSO SHALL HAVE THE RIGHT TO REFUSE TO JOIN OR PARTICIPATE IN THE ACTIVITIES OF EMPLOYEE ORGANIZATIONS AND SHALL HAVE THE RIGHT TO REPRESENT THEMSELVES INDIVIDUALLY IN THEIR EMPLOYMENT RELATIONS WITH THE AUTHORITY. NO EMPLOYEE SHALL BE INTERFERED WITH, INTIMIDATED, RESTRAINED, OR COERCED OR DISCRIMINATED AGAINST BY THE AUTHORITY OR BY ANY EMPLOYEE ORGANIZATION BECAUSE OF HIS/HER EXERCISE OF THESE RIGHTS.

EACH EMPLOYEE SHALL ENJOY ALL THE RIGHTS AND PRIVILEGES AFFORDED TO HIM/HER UNDER THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF CALIFORNIA; THE LAWS OF THE STATE OF CALIFORNIA; AND THE ORDINANCES, RULES, POLICIES, AND PROCEDURES OF THE HEARTLAND COMMUNICATIONS FACILITY AUTHORITY IN HIS/HER EMPLOYMENT RELATIONSHIP WITH THE AUTHORITY.

RELEASE TIME

1. ASSOCIATION MEMBERS SHALL BE ALLOWED TO PARTICIPATE IN THE ACTIVITIES PROVIDED UNDER GOVERNMENT CODE SECTION 3505.3 DURING SCHEDULED WORKING HOURS WITHOUT LOSS OF COMPENSATION ("RELEASE TIME").
2. THE AUTHORITY GRANTS THE ASSOCIATION FORTY-EIGHT (48) HOURS OF RELEASE TIME PER CALENDAR YEAR TO ENGAGE IN THE ACTIVITIES DESCRIBED IN SUBSECTIONS 1(A)-(C). THE ASSOCIATION IS LIMITED TO USING THE FORTY-EIGHT (48) RELEASE TIME HOURS PER CALENDAR YEAR, AND IT WILL NOT BE ABLE TO CARRY OVER RELEASE TIME HOURS TO THE NEXT CALENDAR YEAR.
3. THE ASSOCIATION SHALL DESIGNATE CERTAIN MEMBERS AS THOSE MEMBERS ENTITLED TO RELEASE TIME. THE ASSOCIATION RECOGNIZES

THAT THE AUTHORITY MUST ARRANGE FOR COVERAGE OF THE DISPATCH FLOOR WHEN AN ASSOCIATION MEMBER WANTS TO BE RELEASED DURING A SCHEDULED SHIFT. ACCORDINGLY, THE ASSOCIATION OR THE MEMBER WILL PROVIDE AS MUCH REASONABLE ADVANCE NOTICE AS IS POSSIBLE TO THE AUTHORITY OF A MEMBER'S NEED TO USE RELEASE TIME AND OBTAIN PERMISSION FROM AN APPROPRIATE AUTHORITY SUPERVISOR PRIOR TO SUCH USE. THE AUTHORITY WILL NOT REFUSE A MEMBER'S REQUEST TO USE RELEASE TIME UNLESS THERE IS REASONABLE JUSTIFICATION FOR DENYING THE LEAVE. DESIGNATES SHALL, TO THE MAXIMUM EXTENT FEASIBLE, RECEIVE SHIFT ASSIGNMENTS COMPATIBLE WITH PARTICIPATION IN THE MEET AND CONFER PROCESS.

4. DESIGNATES SHALL BE PAID RELEASE TIME HOURS AT THE EMPLOYEE'S NORMAL HOURLY COMPENSATION.

ARTICLE 11 - AUTHORITY RIGHTS

IT IS UNDERSTOOD AND AGREED THAT THE AUTHORITY RETAINS ALL OF ITS POWERS AND AUTHORITY TO DIRECT, MANAGE, AND CONTROL TO THE FULL EXTENT OF THE LAW. INCLUDED IN, BUT NOT LIMITED TO, THOSE DUTIES AND POWERS ARE THE RIGHTS TO: DETERMINE THE TIMES AND HOURS OF OPERATION; DETERMINE THE LEVEL, MEANS AND KINDS OF SERVICES TO BE PROVIDED; ESTABLISH ITS POLICIES, GOALS AND OBJECTIVES; DETERMINE STAFFING PATTERNS; DETERMINE THE NUMBER AND KINDS OF PERSONNEL REQUIRED; CONTRACT OUT WORK, TRANSFER WORK OUT OF THE UNIT; MAINTAIN THE EFFICIENCY OF AUTHORITY OPERATIONS; BUILD, MOVE OR MODIFY FACILITIES; ESTABLISH BUDGET PROCEDURES AND DETERMINE BUDGETARY ALLOCATION; DETERMINE THE METHODS OF RAISING REVENUE; AND TAKE ACTION ON ANY MATTER IN THE EVENT OF AN EMERGENCY. EMERGENCY IS A SUDDEN, GENERALLY UNEXPECTED OCCURRENCE OR OCCASION REQUIRING IMMEDIATE ACTION WHICH AFFECTS AUTHORITY FACILITIES OR EQUIPMENT OR OTHERWISE INVOLVES AN ACT OF GOD OR SPECIFIC GOVERNMENTAL ORDER REQUIRING THE AUTHORITY TO TAKE CERTAIN ACTION OR REFRAIN FROM TAKING CERTAIN ACTION. IN ADDITION, THE AUTHORITY RETAINS THE RIGHT TO HIRE, CLASSIFY, ASSIGN, EVALUATE, PROMOTE, TERMINATE, AND DISCIPLINE EMPLOYEES, SUBJECT TO ANY APPLICABLE DISCIPLINARY APPEAL AND OTHER REQUIRED DUE PROCESS PROTECTIONS.

THE AUTHORITY RECOGNIZES THAT ITS EXERCISE OF AUTHORITY RIGHTS MAY REQUIRE IT TO MEET AND CONFER WITH THE ASSOCIATION REGARDING CHANGES TO MATTERS WITHIN THE SCOPE OF REPRESENTATION IN ACCORDANCE WITH THE MEYERS-MILIAS-BROWN ACT (GOV. CODE. § 3500 ET SEQ.).

DRIVER'S LICENSE CHECKS

THE AUTHORITY MAY VISUALLY CHECK DRIVER'S LICENSES OF ALL EMPLOYEES REQUIRED TO POSSESS THEM ON A SEMI-ANNUAL BASIS. THIS IS FOR THE PROTECTION OF THE AUTHORITY'S LIABILITY INSURANCE AND THE SAFETY OF EMPLOYEES AND CITIZENS.

ARTICLE 12 - MAINTENANCE OF BENEFITS

THE STATUS OF ALL EXISTING BENEFITS AND CONDITIONS OF EMPLOYMENT NOW ENJOYED BY EMPLOYEES COVERED IN THIS MOU SHALL NOT BE DEEMED AFFECTED BY THIS MOU, EXCEPT AS SPECIFICALLY MODIFIED BY PROVISIONS HEREOF OR BY ACTIONS TAKE IN IMPLEMENTATION THEREOF.

THE AUTHORITY AND ITS EMPLOYEES HEREBY EXPRESSLY WAIVE ANY RIGHT TO REQUEST ANY CHANGES IN THE WAGES, HOURS, OR OTHER CONDITIONS OF EMPLOYMENT OF EMPLOYEES COVERED BY THIS MOU. NEITHER THE AUTHORITY NOR ITS EMPLOYEES SHALL BE REQUIRED TO "MEET AND CONFER" AS TO ANY SUCH REQUEST UNLESS BY THE MUTUAL CONSENT OF BOTH PARTIES. THE RIGHT OF EMPLOYEES AND AUTHORITY TO "MEET AND CONFER" ON THE INTERPRETATION OF THIS MOU IS EXCLUDED IN THE WAIVER DESCRIBED ABOVE.

ARTICLE 13 - CURRENT PRACTICES

IT IS UNDERSTOOD THAT EXISTING ORDINANCES, RESOLUTIONS, COMMISSION AND ADMINISTRATIVE POLICIES OF THE AUTHORITY, DEPARTMENT RULES AND REGULATIONS, AND THE AUTHORITY'S JOINT POWERS AGREEMENT COVER MATTERS PERTAINING TO EMPLOYER-EMPLOYEE RELATIONS INCLUDING, BUT NOT LIMITED TO, WAGES, SALARIES, BENEFITS, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT. AS SUCH, THEY ARE HEREBY INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART HEREOF AS THOUGH SET FORTH IN FULL AND, EXCEPT AS PROVIDE IN THIS MOU, SHALL REMAIN IN FULL FORCE AND EFFECT DURING THE TERM HEREOF.

ARTICLE 14 - AGENCY SECURITY

CONTINUOUS AND UNINTERRUPTED SERVICE BY THE AUTHORITY AND ITS EMPLOYEES TO THE CITIZENS, AND ORDERLY EMPLOYEE RELATIONS BETWEEN THE AUTHORITY AND ITS EMPLOYEES BEING ESSENTIAL CONSIDERATIONS OF THIS MOU, THE EMPLOYEES AGREE, ON BEHALF OF THEMSELVES, INDIVIDUALLY, AND COLLECTIVELY, THAT THERE SHALL NOT BE ANY STRIKES, BOYCOTTING, WORK STOPPAGES, SHUTDOWN OR SLOW-DOWN/SPEED-UP ACTIONS, OR A CONCERTED REFUSAL TO RENDER SERVICES OR TO WORK OVERTIME OR ANY OTHER CURTAILMENT, RESTRICTIONS OR ACCELERATION OF WORK AT ANY TIME DURING THE TERM OF THIS MOU

NOTHING SHALL BE CONSTRUED IN THIS MOU TO PREVENT THE EMPLOYEES FROM EXERCISING ANY LEGAL RIGHTS PRESCRIBED BY STATE LAW.

ARTICLE 15 - FEDERAL AND STATE LAWS

IT IS UNDERSTOOD AND AGREED THAT THIS MEMORANDUM OF UNDERSTANDING IS SUBJECT TO ALL PRESENT AND FUTURE APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE PROVISIONS HEREOF SHALL BE EFFECTIVE AND IMPLEMENTED ONLY TO THE EXTENT PERMITTED BY SUCH LAWS AND REGULATIONS. IF ANY PART OF THIS MOU IS IN CONFLICT OR INCONSISTENT WITH SUCH APPLICABLE LAWS AND REGULATIONS, OR OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE BY ANY TRIBUNAL OF COMPETENT JURISDICTION, SUCH PART OR PROVISIONS SHALL BE SUSPENDED AND SUPERSEDED BY SUCH APPLICABLE LAWS AND REGULATIONS, AND THE REMAINDER OF THIS MOU SHALL NOT BE AFFECTED THEREBY AND SHALL REMAIN IN FULL FORCE AND EFFECT. MODIFICATIONS TO SUCH SECTIONS WILL BE MADE WITHIN A REASONABLE PERIOD OF TIME VIA THE "MEET AND CONFER" PROCESS.

ARTICLE 16 - NON DISCRIMINATION

THE AUTHORITY AND EMPLOYEES AGREE THAT ALL PERSONS ARE ENTITLED TO EQUAL EMPLOYMENT OPPORTUNITY AND THE AUTHORITY AND EMPLOYEE DO NOT DISCRIMINATE AGAINST QUALIFIED PERSONS BECAUSE OF RACE, COLOR, RELIGION, SEX, PREGNANCY, NATIONAL ORIGIN, VETERAN STATUS, ANCESTRY, AGE, MARITAL STATUS, SEXUAL ORIENTATION, DISABILITY, PHYSICAL HANDICAP, MEDICAL CONDITION OR ANY OTHER CLASS PROTECTED BY LAW. IT IS THE AUTHORITY'S POLICY TO TREAT ALL PERSONS ON THE BASIS OF MERIT, QUALIFICATIONS, AND COMPETENCE.

ARTICLE 17 - RECOGNITION PROGRAM

EMPLOYEE RECOGNITION PROGRAM

THE AUTHORITY HAS ESTABLISHED IN THE ANNUAL BUDGET FUNDS FOR AN EMPLOYEE RECOGNITION PROGRAM.

ARTICLE 18 - TERM AND IMPLEMENTATION

THIS MOU SHALL BECOME EFFECTIVE ONLY AFTER ADOPTION BY THE COMMISSION OF THE HEARTLAND COMMUNICATIONS FACILITY AUTHORITY AND RATIFICATION BY THE EMPLOYEES AND WILL SHOW THE BEGINNING DATE OF JULY 1, 2022 AND SHALL CONTINUE IN EFFECT THROUGH JUNE 30, 2025. SHOULD THE PARTIES HERETO FAIL TO REACH AGREEMENT ON A SUCCESSOR MOU TO THIS ONE, ITS TERMS SHALL REMAIN IN EFFECT UNTIL A SUCCESSOR MOU IS AGREED UPON AND IMPLEMENTED.

ARTICLE 19 - RENEGOTIATION

SHOULD EITHER PARTY TO THIS MOU DESIRE TO "MEET AND CONFER" ON A SUCCESSOR MOU TO THIS MOU, THAT PARTY SHALL SERVE UPON THE OTHER A WRITTEN REQUEST FOR SUCH "MEET AND CONFER". WITHIN 45 DAYS FROM THE DATE OF SUCH NOTICE, THE PARTIES WILL COMMENCE THE "MEET AND CONFER" PROCESS.

THIS MOU IS ENTERED INTO THIS FIRST DAY OF JULY 2022 BY THE FOLLOWING REPRESENTATIVES OF THE AUTHORITY AND EMPLOYEES:

FOR THE AUTHORITY:


FOR THE EMPLOYEES:



CHAIRPERSON OF THE BOARD OF CHIEFS



HFDA PRESIDENT



VICE-CHAIRMAN OF THE BOARD OF CHIEFS



HFDA VICE PRESIDENT

07.05.2022
DATE

07.24.2022
DATE

APPENDIX A - SALARY SCALE

FIRE DISPATCHER SALARY RANGE JULY 1, 2022 THROUGH JUNE 30, 2023

AUTHORITY WILL PAY EMPLOYEES WITH THE BELOW SALARY SCHEDULE EFFECTIVE JULY 1, 2022.

STEP	RATE	PERS	INDUSTRIAL/NON-INDUSTRIAL DEDUCTION. (WAGE X 80 X .0007)
STEP A	\$26.84		1.50
STEP B	\$28.11		1.57
STEP C	\$29.54		1.65
STEP D	\$30.94		1.73
STEP E	\$32.50		1.82

FIRE DISPATCHER SALARY RANGE JULY 1, 2023 THROUGH JUNE 30, 2024

AUTHORITY WILL PAY EMPLOYEES WITH THE BELOW SALARY SCHEDULE EFFECTIVE JULY 1, 2023.

STEP	RATE	PERS	INDUSTRIAL/NON-INDUSTRIAL DEDUCTION. (WAGE X 80 X .0007)
STEP A	\$27.38		1.53
STEP B	\$28.67		1.61
STEP C	\$30.13		1.69
STEP D	\$31.56		1.77
STEP E	\$33.15		1.86

FIRE DISPATCHER SALARY RANGE JULY 1, 2024 THROUGH JUNE 30, 2025

AUTHORITY WILL PAY EMPLOYEES WITH THE BELOW SALARY SCHEDULE EFFECTIVE JULY 1, 2024.

STEP	RATE	PERS	INDUSTRIAL/NON-INDUSTRIAL DEDUCTION. (WAGE X 80 X .0007)
STEP A	\$27.98		1.56
STEP B	\$29.24		1.64
STEP C	\$30.73		1.72
STEP D	\$32.19		1.80
STEP E	\$33.81		1.89

↑ Dispatchers
Supers
↓

COMMUNICATIONS SUPERVISOR SALARY RANGE JULY 1, 2022 THROUGH JUNE 30, 2023

AUTHORITY WILL PAY EMPLOYEES WITH THE BELOW SALARY SCHEDULE EFFECTIVE JULY 1, 2023.

STEP	RATE	PERS	INDUSTRIAL/NON-INDUSTRIAL DEDUCTION. (WAGE X 80 X .0007)
STEP A	\$34.89		1.95
STEP B	\$39.87		2.23
STEP C	\$42.47		2.38

COMMUNICATIONS SUPERVISOR SALARY RANGE JULY 1, 2023 THROUGH JUNE 30, 2024

AUTHORITY WILL PAY EMPLOYEES WITH THE BELOW SALARY SCHEDULE EFFECTIVE JULY 1, 2023.

STEP	RATE	PERS	INDUSTRIAL/NON-INDUSTRIAL DEDUCTION. (WAGE X 80 X .0007)
STEP A	\$35.24		1.97
STEP B	\$40.27		2.26
STEP C	\$42.89		2.40

COMMUNICATIONS SUPERVISOR SALARY RANGE JULY 1, 2024 THROUGH JUNE 30, 2025

AUTHORITY WILL PAY EMPLOYEES WITH THE BELOW SALARY SCHEDULE EFFECTIVE JULY 1, 2024.

STEP	RATE	PERS	INDUSTRIAL/NON-INDUSTRIAL DEDUCTION. (WAGE X 80 X .0007)
STEP A	\$35.59		1.99
STEP B	\$40.67		2.28
STEP C	\$43.32		2.42

HEARTLAND COMMUNICATIONS FACILITY AUTHORITY

SIDE LETTER TO CURRENT HCFA MOU TO ADD A CLASSIFICATION OF PERSONNEL

DATE: AUGUST 12, 2022

TO: HEARTLAND FIRE DISPATCH ASSOCIATION (HFDA)

FROM: HCFA CHAIR OF THE BOARD OF CHIEFS, FIRE CHIEF JOHN GARLOW

SUBJECT: TO ADD THE CLASSIFICATION OF LEAD DISPATCHER TO THE CURRENT HCFA MOU DATED 07-01-2022 TO 06-30-2025 AND BE APPLIED TO THE ARTICLES AND SECTIONS AS LISTED BELOW.

ACTION:

ARTICLE 2 - RECOGNITION

SECTION A - CLASSIFICATION

THE CLASSIFICATION COVERED IN THIS MOU CURRENTLY CONSISTS OF:

1. FIRE COMMUNICATIONS DISPATCHER - BOTH FULL AND PART TIME
2. COMMUNICATIONS SUPERVISOR
3. JOB-SHARE EMPLOYEES
4. LEAD DISPATCHER

SECTION B - PROGRESSION FOR MERIT STEP INCREASES

LEAD DISPATCHER SALARY REVIEW:

THE ONE-STEP TWELVE-MONTH PROBATION COMPENSATION PLAN FOR COMMUNICATIONS SUPERVISOR IS IMPLEMENTED AS FOLLOWS:

1. FIRE DISPATCHER STEP E +7.5%

SECTION J - RETENTION BONUS

PERMANENT FIRE COMMUNICATIONS DISPATCHERS, LEAD DISPATCHERS, AND FIRE COMMUNICATIONS SUPERVISORS SHALL RECEIVE A ONE-TIME RETENTION BONUS OF \$1,000.00 AT THE COMPLETION OF THEIR 5-YEAR, 10-YEAR, 15-YEAR, AND 20-YEAR ANNIVERSARIES OF THE DATE THEY WERE HIRED BY THE AUTHORITY (QUALIFYING ANNIVERSARY). THE AUTHORITY WILL PAY THIS RETENTION BONUS IN THE PAY PERIOD IN WHICH THE EMPLOYEE

REACHES THEIR QUALIFYING ANNIVERSARY. THIS BONUS DOES NOT APPLY TOWARD PERS OBLIGATIONS AND IS NOT RETROACTIVELY EARNED BY THOSE REACHING THEIR QUALIFYING ANNIVERSARIES PRIOR TO THE ENACTMENT OF THIS MOU.

SECTION K - PORTAL TO PORTAL PAY

FIRE COMMUNICATIONS DISPATCHERS, LEAD DISPATCHERS, AND SUPERVISORS SHALL BE COMPENSATED PORTAL TO PORTAL FOR THE TOTAL TIME COMMITTED TO AN EMERGENCY INCIDENT AS PART OF A STATE OR FEDERAL MUTUAL AID REQUEST UNDER THE CALIFORNIA FIRE ASSISTANCE AGREEMENT. PORTAL TO PORTAL PAY IS CONTINGENT UPON STATE OR FEDERAL REIMBURSEMENT USING THE STANDARD EMERGENCY ACTIVITY RECORD (FORM F-42). REIMBURSEMENT RATES DO NOT INCLUDE PERFORMANCE PAY OR NIGHT SHIFT DIFFERENTIAL PAY. EMPLOYEES MAY BE ASSIGNED TO MUTUAL AID INCIDENTS AT THE DISCRETION OF THE AUTHORITY.

ARTICLE 4 - PREMIUM PAY

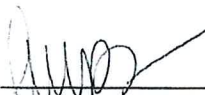
SECTION D - COMMUNICATIONS DUTY OFFICER (CDO) STIPEND

HCFA SUPERVISORS SHALL ASSUME THE ROLE OF CDO ON A ROTATIONAL BASIS. COMMUNICATIONS SUPERVISORS SHALL BE PAID A STIPEND IN THE AMOUNT OF \$250.00 FOR EACH WEEK IN WHICH HE/SHE SERVES AS THE COMMUNICATIONS DUTY OFFICER. IN THE EVENT A LEAD DISPATCHER ASSUMES THE CDO, THEY WILL QUALIFY FOR THE CDO STIPEND AS STATED ABOVE.

THE DUTIES OF THE CDO WILL BE AS SET FORTH IN THE ADMINISTRATIVE POLICY H-9 COMMUNICATIONS DUTY POLICY, ADOPTED BY HCFA SEPTEMBER 2013.

THE STIPEND SHALL BE IN EFFECT NOVEMBER 1, 2013, AND SHALL CONTINUE IN EFFECT UNTIL SUCH TIME AS THE NEED FOR COMMUNICATIONS DUTY OFFICER SERVICES NO LONGER EXIST WITHIN HCFA'S ORGANIZATIONAL STRUCTURE.

Your signature below approves this Side Letter to become part of the HFDA current MOU.



Shannon Hays Calderon
HFDA President


Date



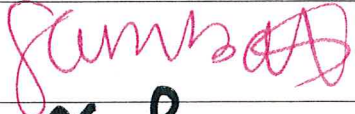
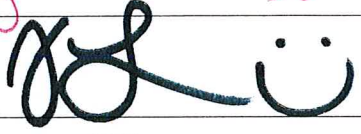






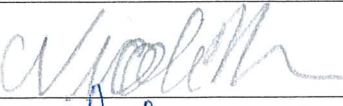
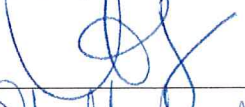
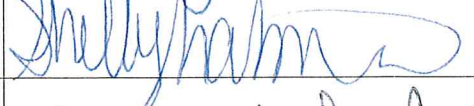

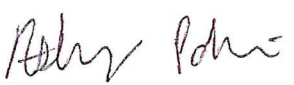
John Garlow
HCFA BOC Chair


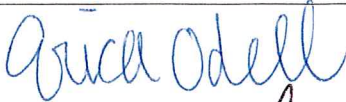
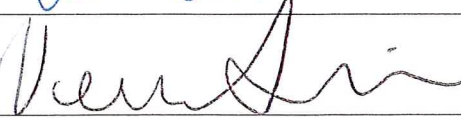

Date

HCFA MOU - 22-25 Signature Page

Heartland Fire Dispatchers' Association

All full and part time members of "Heartland Fire Dispatchers' Association" are recognized by Heartland Communications Facility Authority as an agency shop, requiring association dues for representation through payroll deduction.

<u>Member</u>	<u>Signature</u>	<u>Date</u>
Sarah Battaglia		5.31.22
Jennifer Lyons		5/30/22
Laura Delgado		6/2/22
Cassandra Giller		6/7/22
Kimberly Gonzales		5/29/2022
Shannon Hays		6/2/22
Alexis Sanchez		5/30/22
Matthew Dill		6/1/2022
Nicole Mainar		5/30/2022
Amy Strand		6/1/22
Shelby Ortmeier		5/30/22
Wendi Thomas		5.30.22
Ashley Pabon		6.4.22

Hannah Caldwell		5/30/22
Erica Odell		5/30/22
Veronica Aire		6/12/22