

MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION TO
THE KINGS COUNTY BOARD OF SUPERVISOR
AND
KINGS COUNTY FIREFIGHTERS' ASSOCIATION
IAFF Local #3747

January 31, 2019 – January 31, 2020

BY AND BETWEEN
AUTHORIZED REPRESENTATIVES OF
KINGS COUNTY
(hereinafter "County")

AND

AUTHORIZED REPRESENTATIVES OF
KINGS COUNTY FIREFIGHTERS' ASSOCIATION
IAFF Local #3747
(hereinafter "Union")

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ARTICLE 1 PREAMBLE

Representatives of the County of Kings and representatives of the Kings County Firefighters' Association have met and conferred in good faith and have mutually agreed as a result of this process to recommend to the Board of Supervisors of the County of Kings and the general membership of the Kings County Firefighters' Association adoption of this Memorandum of Understanding and implementation of its terms and conditions of employment.

ARTICLE 2 PRIOR AND EXISTING CONDITIONS

All rights, privileges, benefits and terms and conditions of employment as of the date of this Memorandum of Understanding, which are not specifically set forth herein, shall remain in full force, unchanged and unaffected during the term of this agreement, unless changed as provided by law.

ARTICLE 3 TERM OF MEMORANDUM

Except where otherwise specifically stated, this Memorandum of Understanding shall be effective for the period January 31, 2019 through January 31, 2020.

ARTICLE 4 FAMILY SICK LEAVE

In compliance with Labor Code 233, an employee shall be permitted to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, to attend to:

- 1) A child, which for purposes of this article means a biological, adopted, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status;
- 2) A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- 3) A spouse;
- 4) A registered domestic partner;
- 5) A grandparent;
- 6) A grandchild; or
- 7) A sibling.

The categories of qualifying family members defined above are defined by law as of the signing of this agreement. The intent of this section is to reflect the requirements of current law and this section is not intended to contradict, supplement, or diminish these legal

requirements. Accordingly, any changes to such applicable laws shall supersede this MOU section.

All conditions and restrictions placed by the County upon the use by an employee of sick leave shall also apply to use by an employee of sick leave to attend to an illness of their family member as defined above. This article does not extend the maximum period of leave to which an employee is entitled under Section 12945.2 of the Government Code or under the Family Medical Leave Act of 1993, regardless of whether the employee receives sick leave compensation during that leave.

Employees shall indicate requests for family illness leave on an appropriate County form prior to approval. All time utilized as family illness leave shall be formally recorded.

ARTICLE 5 LIMITED DUTY

- A) All safety employees who have sustained injuries or illnesses which preclude the full performance of their regular duties shall be eligible for limited duty provided the illness or injury was not job-related. The test for this will be that the employee has not filed a worker's compensation claim with the County for the specific illness or injury in question. It is understood that employees injured on the job and receiving salary under Section 4850 of the Labor Code will be given first priority for limited duty assignment.
- B) Limited duty assignments shall be made only after the employee furnishes written medical evidence acceptable to the Department Head which specifically addresses the range of physical activities the employee is permitted to perform, together with a diagnosis of the illness or injury and, if possible, the prognosis and estimated date full duties may be resumed. The employee, as a condition of being assigned to limited duty, may be required to furnish additional medical information as required by the department. Medical evidence submitted may be reviewed by the County Health Officer who shall make the final decision on qualifications.
- C) The Department Head or designee shall maintain a list of employees who are eligible for limited duty assignments. The list shall be kept in the order of the date the employee requested limited duty. A written request may be required.
- D) The Department Head or designee shall determine which assignments are placed on the limited duty list. Only work which is determined by the Department Head to be necessary and related to the professional fire service shall be assigned as limited duty. While the list of assignments is controlled by the Department Head or designee, the Employees' Association may nominate jobs for inclusion on the list. The Department Head may appoint a committee to review potential limited duty assignments and make recommendations to him as to whether or not they are appropriate for inclusion on the list. The list shall be public record.

- E) The final assignment of limited duty shall be made by the Department Head. Where possible, assignment should be based on the order of those on the limited duty eligible list. When there are multiple names on the list, the work should be divided as equitably as possible among such eligibles. Refusal of a limited duty assignment may be grounds for denial of sick leave and for disciplinary action.
- F) Limited duty shall be governed by the same standards and regulations as the employee's regular duties. Failure to meet established work standards shall be subject to the same sanctions as those in effect for regular duties.

ARTICLE 6 SALARIES

There will be no salary increase during the term of this agreement. The current salary schedule is attached as Appendix A.

ARTICLE 7 SPECIAL COMPENSATION

- A) All represented employees who obtain and maintain EMT-D qualification shall be entitled to additional compensation in the amount of \$15.00 per pay period.
- B) Four (4) represented employees who obtain and maintain instructor certificates in C.P.R. and First Aid (two employees, one on each shift, maximum) or E.M.T. shall be entitled to additional compensation in the amount of \$42.00 per pay period. Three (3) represented employees who obtain and maintain instructor certificates in Hazardous Materials - first responder operations (at least one on each shift) shall be entitled to additional compensation in the amount of \$42.00 per pay period. Selection of certified instructors shall be made by the Fire Chief, with recommendations by the Training Officer. Appointments shall be made biennially beginning the fourteenth pay period of the year. Instructors will be reviewed by the Training Officer on a yearly basis with their performance as an instructor and class evaluations being considered in evaluating their overall performance and in considering re-appointment to the position. Instructors can be removed at any time at the discretion of the Fire Chief.
- C) The employee is responsible for providing the Fire Chief with acceptable verification upon obtaining EMT-D qualification. A request from the Fire Chief is to be sent to Personnel with appropriate verification before special compensation may be approved by Human Resources.
- D) Effective November 25, 2013 (pay period 13-25), all represented employees who obtain and maintain a Fire Officer or Company Officer certification shall be entitled to additional compensation in the amount of \$42.00 monthly (or \$19.38 per pay period). All represented employees who obtain and maintain a Chief Officer or Chief Fire Officer certification shall be entitled to additional compensation in the amount of \$85.00 monthly (or \$39.23 per pay period). Appropriate certification documentation must be received by the department

prior to payment authorization. Employees receiving compensation for Chief Officer or Chief Fire Officer shall not be entitled to receive additional compensation for Fire Officer or Company Officer certification.

ARTICLE 8 RETIREMENT

1. New Members – Employees hired on or after January 1, 2013 and designated as “new members” to CalPERS are eligible for the PERS 2.7% at 57 Safety Plan pursuant to AB 340/SB197 (Pension Reform Act of 2013). These employees pay the entire employee contribution rate reviewed and set annually by CalPERS, currently 10.75% of salary. Such payment shall vest to the employee.

2. Classic Members – County employees hired prior to January 1, 2013, or those hired on or after that date that are not designated as “new members” to CalPERS by the Pension Reform Act of 2013, are eligible for the 3% at 55 Safety Plan, which became effective 4/1/02. These employees pay the entire 9% of salary PERS employee contribution. Such payment shall vest to the employee.
 - a) The 3% at 55 Plan has been modified to also include the following optional benefits: One-Year Final Compensation and Military Service Credit.

ARTICLE 9 UNIFORMS

- A) Effective Fiscal Year 2019-20, funding shall be placed in the Fire Department budget in the amount of \$1,200 per allocated position for uniform purchases for the following classifications: Firefighter, Fire Apparatus Engineer, Fire Captain and Heavy Fire Equipment Operator. An additional \$1,250 per new hire shall be added to the above budget provided the new hire is for a newly allocated position or replacing a vacancy that occurred more than 30 days after the beginning of the fiscal year. Funds remaining in the Fire Department budget UNIFORM ALLOWANCE line item 822050 at the end of the fiscal year shall be encumbered and will carry over to the following year.
 1. For employees hired on or after January 1, 2013 and designated as “new members” to CalPERS, any uniform allowance will not be subject to reporting as special compensation to PERS pursuant to AB 340/SB197 (Public Employee Pension Reform Act of 2013).

 2. For employees hired prior to January 1, 2013 or otherwise designated as “classic” members, the uniform allowance continues to be subject to reporting as special compensation to PERS. For payroll purposes, effective the first full pay period in Fiscal Year 2016-17 (pay period 2016-15), the uniform annual allowance will be reported to PERS for each classic member as 1/26 of the

annual allowance each pay period the employee is on the regular County payroll in paid status. The uniform allowance shall not be reported for any pay period the employee is in unpaid status the entire pay period.

- B) The Fire Department shall make an initial purchase and provide to each eligible employee the following items:
 - 2 Nomex Uniform Shirts, Workrite
 - 3 Nomex Uniform Pants, Workrite
 - 6 Fire Department "House" T-Shirts
 - Appropriate Uniform Patches and Insignia
 - Safety Boots
- C) Repairs, replacement and additional approved (by the department) uniform purchases may be made by the Fire Department with the approval of the Fire Chief if an adequate fund balance exists. The Association is responsible for surveying the needs of the unit and providing the information to the Fire Chief or designee.
- D) The Fire Chief may assign duties related to the purchasing of uniforms to any Fire Department staff including but not limited to any of the above listed classifications. The Association may submit recommendations and evaluations to the Fire Chief for consideration.
- E) All purchasing, repairs and replacement costs of approved Fire Department uniforms shall be borne by the County of Kings if within the above listed budget. All purchasing, repairs and replacement costs of Fire Department uniforms beyond the budgeted amount shall be borne by the employee. Employees shall wear the required uniform in good repair.
- F) When an employee transfers or terminates from a uniformed position, he or she may be required to turn in to the Fire Department all uniform items purchased by the County. Uniform items may be reissued to employees only with the receiving employee's permission.

ARTICLE 10 PERSONAL PROPERTY REIMBURSEMENT

Upon approval of the County Fire Chief, and in accordance with the provisions of Section 53240 of the Government Code of California, employees may be paid the cost of replacing or repairing prostheses or other personal property of an employee, such as eyeglasses, hearing aids, dentures, watches or other articles necessarily worn or carried by the employee or required by the nature of his/her duties, when such items are damaged or destroyed in the line of duty or stolen from County facilities provided the employee was not at fault or contributorily negligent. If items are damaged beyond repair, the actual value of such may be paid up to a limit of \$500.00 per instance. The value of such items shall be determined as of the time of damage thereto. The County Fire Chief shall establish the procedure to be followed by employees in submitting claims for damaged or destroyed items. No claims shall

be authorized for repair or replacement of items or personal property used on County business unless they have more than minor value and are listed on an inventory of such items which has received certification by the County Fire Chief that said items are necessary for the conduct of County business.

ARTICLE 11 HEALTH/DENTAL/OPTICAL

Employees who are enrolled in a pretax insurance plan will not be allowed to drop insurance coverage except at open enrollment unless the employee has a qualifying event.

- A) Effective May 22, 2017 (pay period 2017-12) and based on 24 pay periods annually, the County contribution to the Health and Dental/Optical Plan, shall be as follows:

Health/Dental/ Vision Plan level	County Monthly Contribution
Single	\$418.92
Two-Party	\$762.68
Family	\$1147.58

Dental/Vision Only ⁽¹⁾	County Monthly Contribution
Single	\$28.92
Two-Party	\$54.28
Family	\$85.38

(1) This benefit tier is for employees who can demonstrate they are covered for health insurance through the military.

- B) Insurance premium increases shall be split 50/50 between the employer and employee through the term of this agreement. At the expiration of this contract, absent a successor agreement, the employee is responsible for paying 100 percent of any premium increases.
- C) The County and Association agree that meet and confer discussions regarding the structure of the medical/dental/optical insurance coverage shall take place each year through the Joint County/Employee Medical Insurance Committee. The Committee shall consist of one voting representative from each bargaining unit as well as unrepresented management (except for the General Unit which has three) and the County. If any changes are needed to the structure of the plan, a good faith effort will be made to make such recommendations to the Board of Supervisors by April 15 of that year. The County's contribution toward medical/dental/optical premiums is set in this Article above.

ARTICLE 12 ASSOCIATION TIME

Designated officers of the Association will be permitted up to a combined total of 140 hours of duty time off per calendar year for the purpose of conducting Association business as follows: Up to a combined total of 96 hours will be permitted provided that the Fire Department is notified at least 72 hours in advance of the leave and there is relief staffing that does not cause forced overtime. Up to an additional combined total of 44 hours will be permitted provided that the Fire Department is notified at least 72 hours in advance of the leave and contingent on available relief without additional overtime cost.

ARTICLE 13 WORK CYCLE

Since July 3, 2006, the basic work cycle is 144 hours in an 18-day period as shown in the following example:

X = On Duty Status
O = Off Duty Status

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
X	X	O	O	X	X	O	O	X	X	O	O	O	O	O
16	17	18												
O	O	O	(Repeat Cycle)											

Employees covered by this MOU are considered to be 56 hour a week employees for payroll purposes.

ARTICLE 14 OVERTIME

The County will pay 56 hour employees overtime at an amount equal to one and one-half (1-1/2) times the regular 56 hour hourly rate of pay, including all incentives and special compensations in Article 19, (Section C below) for hours worked in excess of 136 hours in an 18 day work period. For the purpose of computing working time in this section, all authorized paid vacation and sick leave shall be computed as time worked. All overtime shall be paid on the payday following the work cycle in which it was earned.

ARTICLE 15 CALL BACK

The County will compensate employees for a minimum of two (2) hours when called back for active duty after having gone off duty and departed the work site.

ARTICLE 16 EMPLOYEE ASSISTANCE PROGRAM

- A) The County's Employee Assistance Program (EAP) which provide confidential counseling and/or psychological services for drug and/or alcohol related problems and critical incident counseling. Employees may voluntarily utilize the program or, with cause, may be involuntarily referred by the Department Head. The Medical Insurance Committee described in Article 11 shall advise the County on plan design and selection of providers.
- B) Each employee shall submit to a screening test for drugs and alcohol as part of the regularly scheduled physical examination. If there is reasonable cause to suspect that an employee has a drug and/or alcohol abuse problem, the Department Head may require that employee to submit to a screening test for drugs and/or alcohol at times other than the regularly scheduled physical examination.
- C) Each employee shall submit to alcohol and/or drug screening tests as per the Kings County Fire Department Alcohol and Drug Abuse Policy (Appendix B).
- D) Results of drug and/or alcohol screening tests shall remain confidential.

ARTICLE 17 MILEAGE REIMBURSEMENT

Employees may be required to use personal vehicles for travel in performance of their duties. In this case, the mileage shall be reimbursed at the rate allowable under I.R.S. regulations as determined and administered by the Department of Finance.

ARTICLE 18 TRAINING

The Fire Department shall furnish employees a minimum of ten (10) calendar days' notice of any scheduled off duty training session. Employees who have previously scheduled vacations which coincide with the scheduled training dates will not be required to attend. Employees who have eight-day breaks which coincide with the scheduled training date(s) will be required to attend the training unless such eight-day break falls at the beginning of a previously scheduled vacation.

ARTICLE 19 HOLIDAYS

Fire service requires scheduled staffing without regard to holidays. Accordingly, firefighters are compensated for holiday in lieu for days they would otherwise be eligible to take as time off:

- A) The following shall be paid holidays for all employees covered by this MOU:
 - 1. January 1, New Year's Day.
 - 2. Third Monday in January, Martin Luther King Day.
 - 3. Third Monday in February, Presidents Day.

4. Last Monday in May, Memorial Day.
 5. July 4, Independence Day.
 6. First Monday in September, Labor Day.
 7. November 11, Veterans' Day.
 8. The day designated as Thanksgiving Day.
 9. The day after the day designated as Thanksgiving Day.
 10. Twelve hours occurring on the working day before the day observed as Christmas Day for shift personnel. (1/2 day Holiday)
 11. December 25, Christmas Day.
 12. Twelve hours occurring on the working day before the day observed as New Year's Day for shift personnel. (1/2 day Holiday)
 13. Such other days as the Board of Supervisors may determine by resolution.
- B) If a recognized County holiday (as established by Section 7050 of the County Personnel Rules) falls during a period when an employee is on paid leave status (vacation, sick leave, jury duty or examination leave) such employee shall receive holiday pay in the same manner as an employee who is off shift, i.e., Holiday Pay will be received in addition to the regular rate of pay.
- C) Holiday Pay for each of the holidays listed above shall consist of 24 hours of pay at the employee's regular rate of pay at the time payment is made with the exception of half day holidays, which shall consist of 12 hours of pay. Regular rate of pay for holiday purposes includes special compensations as listed below and as applicable to each employee covered under this MOU, when figuring the hourly rate to multiply by the number of Holiday Pay hours each employee is entitled to. Special Compensations include the following:
- EMT-D Qualification Pay
 - Instructor Pay
 - Company Officer Certification Pay
 - Chief Fire Officer Certification Pay
 - Bilingual Pay
- D) Nothing herein shall prevent the head of any department or institution, which by reason of the nature of the service must remain open on holidays, from requiring employees thereof to work upon any holiday.
- E) Any employee who is required to work on a day which is a holiday shall be compensated for the holiday in the manner described above, which shall include all incentives/special compensations discussed herein, in addition to the employee's regular compensation for such day had the day not been a holiday. It is the intent of this section to grant the same holidays or compensation therefore to all employees in this bargaining unit equally.
- F) When a holiday established by this article falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed.
- G) When a holiday established by this article falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

- H) An employee must be in paid status either the work day preceding or the work day following in order to receive holiday pay. An employee who is in unpaid status the work day preceding and following the holiday, shall not receive holiday pay.

ARTICLE 20 TEMPORARY ASSIGNMENT REIMBURSEMENT

Fire employees who are temporarily assigned to work sites outside the Battalion in which they normally work requiring additional travel shall receive the current mileage rate paid by the County for the additional mileage they are required to travel. This is intended to reimburse employees only for the additional travel required by virtue of the assignment change. In the event the assignment change actually required no additional travel or less travel, then no mileage will be paid.

ARTICLE 21 BILINGUAL PAY

Bilingual employees assigned to public contact positions shall be entitled to bilingual compensation in the amount of \$27.50 per pay period where the use of bilingual skills constitutes at least fifty percent (50%) of their productive time. Bilingual pay requires approval by the Human Resources Director upon request of the department head. Where necessary, job audits may be conducted to determine whether the fifty- percent criteria is being met. Employees receiving bilingual pay may be required to use their bilingual ability to assist other departments within the County.

ARTICLE 22 ADMINISTRATIVE APPEALS PROCEDURE

The County and Association agree to follow the administrative appeal procedures pursuant to Government Code section 3254 of the Firefighters Procedural Bill of Rights Act (FBOR). To the extent such procedures required under the FBOR are inconsistent with the County's current procedures, the County and Association agree to meet and confer over such procedures and work in good faith to finalize such procedures within three months of the execution of this Agreement. The Procedure for Administrative Appeal of Disciplinary Action is attached as Appendix C.

ARTICLE 23 SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding or any addition thereof should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall immediately begin the meet and confer process for the purpose of arriving at a mutually satisfactory agreement for such article or section.

ARTICLE 24 VACATION

All full-time and regular part-time employees in the classified service shall be entitled to vacation credit in accordance with the following schedule of earned hours of service:

<u>Regular at 40 = 2080 per year</u>		<u>Earned per year</u> (based on work hours)				
<u>Years</u>	<u>Hours</u>	<u>Accrual</u> <u>Rate</u>		<u>HOURS</u>	<u>WEEKS</u>	<u>CAP</u>
0 - 5	0 - 10,400	0.046154	2080	96.00	2.40	192
5+ / -15	10,401 - 31,200	0.057693	2080	120.00	3.00	240
15 +	31,201 - over	0.076924	2080	160.00	4.00	320

<u>Fire at 56 = 2912 per year</u>		<u>Earned per year</u> (based on work hours)				
<u>Years</u>	<u>Hours</u>	<u>Accrual</u> <u>Rate</u>		<u>HOURS</u>	<u>WEEKS</u>	<u>CAP</u>
0 - 5	0 - 14,560	0.046154	2912	134.40	2.40	269
5+ / -15	14,561 - 43,680	0.057693	2912	168.00	3.00	336
15 +	43,681 - over	0.076924	2912	224.00	4.00	448

ARTICLE 25 SICK LEAVE

All regular full-time and regular part-time employees shall be entitled to point zero four six one five four (.046154) hours of sick leave with pay for each of the actual number of hours of regular employment.

ARTICLE 26 RETIREE HEALTH BENEFIT:

- A) Employees hired after April 18, 2011, who have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing from the County at the time of their separation from Kings County employment will receive a percentage of the dollar value of accrued sick leave (at time of retirement) put into an "account" to be used toward Kings County health insurance premiums only, at a rate not to exceed the family option per month until the employee, and/or spouse (if covered) is eligible for Medicare or the payout benefit is exhausted, whichever occurs first. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. The retiree health benefit percentage shall be as follows:

<u>Service</u> <u>Hours</u>	<u>Percent of compensation</u> (based on hours) <u>Retiree Health Benefit</u>
14,561 – 43,680	25%
43,681 – 58,240	35%
58, 241 and over	45%

To qualify for the retiree health benefit, the employee, spouse, and/or any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's retirement from County service. Retiree health benefit payments may be used toward coverage for the employee's spouse and/or dependents only so long as they are eligible for coverage under the plan, have not reached Medicare eligibility or, in the case of children, only to the age permitted under the plan contract as dependent children. If the employee dies after retirement (or while still employed in good standing) prior to Medicare eligibility and there is money remaining in the account, the employee's spouse and/or covered dependent(s) may continue to use the account toward Kings County health insurance premiums or Medicare supplemental insurance premiums if eligible as stated above. Any unused balance in the account remains the property of the County.

B) Employees hired prior to April 18, 2011, who separate in good standing shall be allowed a one time irrevocable election to decide whether to receive the retiree health benefit option (if eligible) or cash as follows:

Service Hours	Percent of Compensation (based on hrs) Cash	OR	Percent of Compensation (based on hrs) Health Benefit
14,561 – 58,240	20%		40%
58,241 and over	20%		50%

Taxes will be paid by the employee on the full cash distribution, or the portion of the deposit into the account that could have been taken in cash. Additionally, the cash benefit is taxable in the year the cash is received. Any unused balance in the account remains the property of the County.

1) Retiree health benefit option:

To qualify for the retiree health benefit (non-cash) employees must have 5 years of Kings County continuous service immediately prior to retirement, are age 50 or older, and retire in good standing at the time of separation from Kings County employment. A percentage of the dollar value of accrued sick leave (at time of retirement) will be put into an "account" to be used toward Kings County health insurance premiums. The employee, spouse, and/or any dependents to be covered must be enrolled in the County's existing health benefit plan at the time of the employee's retirement in good standing from County service. Employees electing to utilize the retiree health benefit option must submit their election in writing to the County Department of Finance no later than 14 days after the separation in good standing from County service as a result of resignation, layoff or retirement. If the employee elects the retiree health benefit option, the County will pay up to the family option per month toward the employee's health insurance premium until the

employee, and/or spouse if covered, is eligible for Medicare or the money runs out, whichever occurs first. Retiree health benefit payments may be used toward coverage for the employee's dependents only as long as the dependent(s) is eligible for coverage under the plan; has not reached Medicare eligibility and, in the case of children, only to the age permitted under the plan contract as dependent children. When an employee and/or spouse, if covered, reach Medicare eligibility the remaining money may be used for Medicare supplemental premiums until the money runs out. If the retiree dies prior to Medicare eligibility and there is money remaining in the account, the employee's dependent(s) may continue to use the account, if eligible as stated above. In the event of death of an eligible employee (while still employed in good standing), the spouse and/or eligible dependent(s) shall make the election of either cash or the retiree health benefit option within 30 days of the death of the employee.

2) Cash benefit option:

Employees who fail to elect the retiree health benefit will be cashed out, if eligible. If employee elects the cash option, the employee will receive the benefit if the employee separates in good standing as a result of resignation, layoff, retirement or death.

ARTICLE 27 TOBACCO USE

Any department employees hired after June 18, 2007 to provide fire suppression or prevention services in a sworn capacity, as a condition of employment, shall refrain from using tobacco or tobacco products either on duty, off duty or while in uniform during his or her tenure of employment.

ARTICLE 28 PERSONNEL ASSIGNMENTS TO APPARATUS

It is the intention of the Kings County Fire Department to respond with a minimum of 2 personnel assigned to an Engine, Truck, Patrol, or Water Tender when available or applicable. Given that the numbers of assigned personnel may vary depending on station location and/or department constraints, there may be times when this is unachievable. Deviation from this standard is at the discretion of the Fire Chief or their designee.

ARTICLE 29 DEFERRED COMPENSATION

Effective August 12, 2019, for every four (4) dollars contributed to the County contracted deferred compensation programs by employees, the County shall contribute one (1) dollar to employee's account, up to a maximum of six hundred fifty dollars (\$650) per calendar year.

APPENDIX A

KINGS COUNTY FIREFIGHTERS' ASSOCIATION

SALARY SCHEDULE - HOURLY RATES

Effective January 28, 2019 at 12:01 a.m. (beginning of PP 2019-04)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	191.0	16.57	17.41	18.30	19.24	20.21
Fire Apparatus Engineer	202.0	18.49	19.43	20.41	21.46	22.55
Fire Captain	217.0	21.46	22.55	23.71	24.92	26.19
Heavy Fire Equipment Operator	201.0	18.30	19.24	20.21	21.24	22.33

APPENDIX B

KINGS COUNTY FIRE DEPARTMENT

ALCOHOL AND DRUG ABUSE POLICY

I. PURPOSE

It is the intention of this policy to ensure the absence of substance abuse and its effects in the workplace. While the Fire Department has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol on or off the job can take its toll on job performance and employee safety. This policy reiterates the Department's expectation that employees be able to perform their duties safely and efficiently in the interests of their fellow workers, the public and themselves. The presence and/or use of drugs and alcohol on the job is inconsistent with this expectation.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the County Employee Assistance Program (EAP). While the Department will be supportive of those who seek help voluntarily, it will be equally firm in identifying and disciplining those whose work performance may be impaired from substance use/abuse and who do not seek assistance.

Department staff will be trained to identify the signs and symptoms of substance use/abuse and will be involved in the implementation of this policy. Alcohol or drug abuse will not be tolerated. Progressive discipline, up to and including termination, will be used as necessary to achieve this goal.

This policy provides guidelines for the identification of and deterrence of alcohol and drug abuse in the Fire Department. To that end, the Department will act to eliminate any substance abuse which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the Department's reputation. All persons affected by this policy should be aware that violations of the policy may result in discipline, up to and including termination.

In recognition of the public service responsibilities entrusted to its employees, the following policy against drug and alcohol abuse is hereby adopted by the Kings County Fire Department.

II. DEFINITIONS

1. "Substance abuse" - the use of alcohol or drugs, as defined below, in such a manner on one or more occasions as to impair or reduce a person's ability to use good judgment and/or act responsibly in everyday situations, or to safely and efficiently perform the duties and functions of a particular assigned job.

2. "Alcohol" - any alcoholic beverage, such as, but not limited to beer, wine or liquor; or any other substance containing alcohol which, when ingested in sufficient quantity, can cause an impairment in perception, judgment or physical ability.
3. "Drug" - any substance whose possession or ingestion is prohibited by any Federal, State or local law except those validly prescribed medicines which are taken in accordance with prescription directions.
4. "Under the Influence" - any condition where drugs or alcohol have so affected the nervous system, brain or muscles of a person as to impair, to an appreciable degree, his/her ability to act as an ordinary, prudent, and cautious person would act if they were in full possession of their faculties and using reasonable care.
5. "Reasonable suspicion" is a belief based on objective facts sufficient to lead a reasonable prudent person to believe that an employee is under the influence of drugs or alcohol.

III. POLICY

Every employee of the Kings County Fire Department:

- A. Shall not report to work or be subject to duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.
- B. Except for prescription medication, shall not possess or ingest alcohol or drugs during working hours, on breaks, during meal periods while on duty, upon County property while on duty or in County vehicles, whether working or not.
- C. Shall not directly or through a third party sell or provide drugs or alcohol to any employee, while such employee is on duty, at any time while such employee is on duty and on County property or in a County vehicle.
- D. Shall submit immediately to an alcohol or drug test when requested by the department head or his designee and based upon facts which would support a reasonable suspicion that the employee was under the influence. Refusal to submit to such a test may constitute insubordination and may result in disciplinary action.
- E. Shall notify his/her supervisor, before beginning work, when taking any prescription medication or drug which may interfere with the safe and effective performance of duties or operation of County equipment. Failure to make such notification may result in discipline, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed medication or drugs, clearance from a qualified physician may be required.

- F. Shall provide, within 24 hours of request, bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.
- G. Who is off duty and is called to work, shall decline the assignment if the employee believes that his or her use, while off duty, of alcohol or prescription medication or drugs would interfere with the safe and effective performance of his or her duties or operation of County equipment.

Except for searches identified in Paragraph V(E), the department reserves the right to search for alcohol or drugs, without employee consent or prior notification, in any area of County property over which it has sole or joint control with the employee. The Department may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the Department.

Employees reasonably believed to be under the influence of alcohol or drugs shall be prevented from engaging in further work and shall remain on the work location until transportation home is arranged.

Appropriate law enforcement personnel will be contacted when the employee refuses to remain at the job site and there are facts which would support a reasonable suspicion that the employee, by operating a motor vehicle, would create a danger to him/herself or others.

The Department has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems. Employees should contact their supervisors, Personnel or the Department for additional information.

IV. APPLICATION

This policy applies to represented employees of and to all applicants for positions with the Kings County Fire Department.

It is the intent of the Department to administer consistency of discipline and assist the employee with reasonable accommodation in respect to substance abuse.

Reasonable accommodation shall include, but is not limited to, the following:

1. The ability for the affected employee to obtain, at his/her own expense, a second medical opinion regarding the issue of the suspected substance abuse.
2. The cooperation of the department in utilizing the EAP and/or other substance abuse services.
3. Cooperation by the Department to place the individual within a substance/alcohol abuse program.
4. Any combination of the above.

Notwithstanding this policy of reasonable accommodation, the Department retains the right to take such disciplinary action as may be appropriate under the circumstances.

V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

- A. Managers and supervisors are responsible for enforcement of this policy.
- B. Managers and supervisors may order an employee to submit to a drug and/or alcohol test when there are facts which would support the reasonable suspicion that the employee is under the influence of drugs or alcohol while on the job. This order to submit to testing must first be approved by the manager's or supervisor's immediate supervisor, if available.
- C. Employee will submit to an alcohol and drug screening test as a matter of routine after a motor vehicle accident resulting in a fatality, serious bodily injury or serious property damage in which a participant is a County employee on County time or driving a County vehicle.
- D. Managers or supervisors shall not physically search employees, nor shall they search the personal possessions of employees without the freely given consent of the employee. Searches, when consented to, shall be made in the presence of the employee and a witness.
- E. Managers or supervisors shall notify the Fire Chief or designee when they have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the County. If the Fire Chief or designee believes that there is a reasonable suspicion of illegal drug possession, notification will be made to the appropriate law enforcement agency.

The following factors may give rise to reasonable suspicion:

- 1. Physical impairment normally associated with drug or alcohol under the influence such as slurred speech, unsteady gait, inability to walk;
- 2. Impaired oral communication or cognitive functions such as inability to carry on a conversation, lack of contact with reality;
- 3. Odor of alcohol on body or breath;
- 4. Accident involving County property due to impaired physical abilities, such as ability to perceive, respond and exercise good judgment, normally associated with drug or alcohol under the influence;
- 5. Possession of alcohol or drugs at the workplace or work location;
- 6. Unusual behavior normally associated with drug or alcohol use/abuse.

VII. DRUG AND/OR ALCOHOL TESTING

A. Pre-employment Physicals

1. Any offer of employment to an applicant shall be contingent upon a negative result from a drug and/or alcohol screening test.
2. If a drug screen is positive at the pre-employment physical, the applicant must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide such verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant will no longer be considered for employment.

B. During Employment Physicals or Alcohol/Drug Tests

1. A valid positive result from a drug and/or alcohol analysis test may result in disciplinary action, up to and including discharge.
2. The initial test to be given will be the Enzyme Multiplied Immunoassay Test (EMIT). If the initial test is positive, the testing lab will automatically perform a second test. The second test may either be a Gas Chromatography or a Mass Spectrometry. All testing will be performed at the expense of the County. These tests shall be used exclusively unless changed by consent of both parties.
3. If the drug screen is validly positive for a drug which can be legally prescribed by a medical doctor, the employee must provide within 24 hours bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, the employee will be subject to disciplinary action up to and including discharge.
4. If an alcohol or drug screening test is validly positive for alcohol or drugs, the department may conduct an investigation to gather all facts. Any decision to discipline will be carried out in conformance with Chapter 10 of the County Personnel Rules.

VIII. CONFIDENTIALITY

Laboratory reports, drug and/or alcohol screening test results, medical reports and information or documentation of an employee's participation in the Employee Assistance Program or any other rehabilitation or treatment program shall not appear in an employee's official personnel file. Information of this nature will be contained in a separate confidential medical file that will be securely maintained under the control of the County Health Officer and shall not be released to any party except the employee and his authorized agent with the express written consent of the employee except as set forth in this paragraph or as required by law. Disclosures, without employee consent, may occur when: (1) the information is compelled by law or by judicial or administrative process; (2)

the information has been placed at issue in a formal dispute between the employer and employee; (3) the information is to be used in administering an employee benefit plan; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

IX. EMPLOYEE ASSISTANCE PROGRAM

Early recognition and treatment of alcohol and drug abuse is important for successful rehabilitation, for economic return to the Department and for reduced personal, family and social disruption. The Department encourages the earliest possible diagnosis and treatment for alcohol and drug abuse. However, the decision to seek diagnosis and accept treatment is primarily the individual employee's responsibility. To assist employees in obtaining early voluntary treatment, the Department has established an Employee Assistance Program (EAP). The EAP provides counseling and assistance to all employees of the Department.

Employees with alcohol or drug abuse problems may voluntarily request the confidential assistance of the EAP. Employees may seek help without the approval or even the knowledge of their supervisor. The EAP will provide assistance on a strictly confidential basis and will refer the employee to appropriate counseling or treatment services as necessary. Employees who voluntarily request assistance of the EAP in dealing with an alcohol or drug abuse problem may do so without jeopardizing their continued employment with the department.

Voluntary requests for assistance from the EAP will not necessarily prevent disciplinary action for violation of the Department's drug and alcohol abuse policy. Employees who undergo voluntary counseling or treatment pursuant to a referral by the EAP and who continue to work must meet all established standards of conduct and job performance.

Voluntary Self-Referral to Employee Assistance Program (EAP):

Assistance through the EAP program will be available on a self-referral basis, as follows:

- A. Prior to discovery of any violation of this policy, any employee who believes that he or she has a substance abuse problem requiring treatment may voluntarily request assistance through the EAP either directly through the EAP provider or through a supervisor.
- B. Any employee who voluntarily requests assistance in dealing with a substance abuse problem may do so through the EAP in complete confidence and without risk of adverse employment consequences solely as a result of the request for assistance. No reference of the request will be placed in the employee's personnel file.
- C. To correctly and completely identify the nature of a substance abuse problem, an employee may be asked by his/her supervisor or the EAP provider to submit to a drug test prior to beginning counseling or treatment. The results of the test will be reported to the County Health Officer who may communicate to the EAP provider such information as may assist the provider in determining appropriate treatment.

- D. If appropriate, the employee may be referred to a rehabilitation program by the EAP provider. An employee referred to a rehabilitation program will be responsible, in conjunction with any provider of available health and welfare benefits, for the cost of the rehabilitation program.
- E. Employees are encouraged to request to be relieved from duty and be placed on a leave of absence during participation in the EAP or rehabilitation program if the employee will not remain drug free during the program. The employee may request one leave of thirty (30) days or less which may be charged to accumulated sick leave or other leave while participating in the EAP, rehabilitation or treatment program. If no leave is available, the employee may be placed on a leave of absence without pay for the duration of the EAP, rehabilitation or treatment program.
- F. If an employee is experiencing performance problems or disciplinary action is contemplated or pending against the employee at the time a request for assistance is made, the request for assistance will be treated as a separate issue. In no case will a request for assistance provide amnesty to an employee in a contemplated or pending disciplinary action. A request for assistance may, at the discretion of the Department, defer related pending or contemplated disciplinary action until completion of the treatment process.

H: pol_proc/Firedrug

APPENDIX C
KINGS COUNTY FIREFIGHTERS' ASSOCIATION

PROCEDURE FOR ADMINISTRATIVE APPEAL OF DISCIPLINARY ACTION

The following administrative appeal procedures are adopted pursuant to Government Code § 3254.5 of the Firefighters Procedural Bill of Rights Act ("FBOR"). In the event that the FBOR is amended to allow an administrative appeal in accordance with the standard procedure of the County's Personnel Appeals Board pursuant to Chapter 1 of the County's Personnel Rules, the parties agree to meet and confer with respect to modifications of this FBOR administrative appeal procedure.

1. DEFINITIONS

- a. The term "firefighter" means an employee who is considered a "firefighter" under Government Code § 3251(a) except for the Fire Chief who is identified as such. For purposes of this policy, "firefighter" does not include anyone in a volunteer capacity. As referenced in Government Code § 3251(a), any employee who has not successfully completed the probationary period established by the County as a condition of initial employment, is not included in the definition of "firefighter" and is not covered under this procedure. The classifications of employees who are considered a "firefighter" under this policy include: Fire Apparatus Engineer, Fire Captain, Battalion Chief, and Assistant Fire Chief.
- b. The term "punitive action" means any action defined by Government Code § 3251(c), i.e., "any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment."

2. APPEAL OF A PUNITIVE ACTION NOT INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER

Pursuant to Government Code § 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a discharge, demotion or a suspension. Any such informal appeal shall also be governed by Government Code sections 11425.10 through 11425.60.

- a. Notice of Appeal- Within fifteen (15) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the Fire Chief in writing of the firefighter's intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.
- b. Presiding Officer- In an informal hearing, the Fire Chief or his/her designee shall be the presiding officer. The Fire Chief or his/her designee shall conduct the

informal hearing in accordance with these procedures. The determination of the Fire Chief shall be final and binding. If the Fire Chief cannot serve as the hearing officer because of actual bias, prejudice or interest as defined by Government Code §11425.40, then the County Administrative Officer or his/her designee shall serve as the Presiding Officer. In such cases, the determination of the County Administrative Officer or his/her designee shall be final and binding.

- c. Burden of Proof- The employer shall bear the burden of proof at the hearing. The Department shall have the burden of proving by a preponderance of the evidence that the facts which form the basis for the punitive action and that the punitive action was reasonable under the circumstances.
- d. Conduct of Hearing-
 - i. The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time. Hearsay evidence may be admitted if it is the sort of evidence on which reasonable persons would rely in the conduct of serious affairs. An objection as to the hearsay nature of evidence is timely if made before the submission of the case or on reconsideration.
 - ii. The parties may present opening statements.
 - iii. The parties may present evidence through documents and testimony.
 - aa. Witnesses shall testify under oath.
 - bb. Subpoenas may be issued pursuant to Government Code §§ 11450.05-11450.50.
 - cc. The Presiding Officer shall have discretion to allow the parties to confront and cross-examine witnesses.
 - iv. Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the hearing officer.
- e. Recording of the Hearing- The hearing will be audio recorded. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

- f. Representation- The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.
- g. Decision- The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

3. APPEAL OF A DISCIPLINARY DECISION INVOLVING DISCHARGE, DEMOTION OR SUSPENSION OF A FIREFIGHTER

In those instances where the administrative appeal of a disciplinary decision involving discharge, demotion, or suspension of a firefighter, the administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

- a. Notice of Discipline as Accusation- The final notice of discipline which may be issued at the conclusion of any pre-disciplinary procedures shall serve as the Accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq. Pursuant to Government Code § 11506, a firefighter served with an Accusation has 15 days after service of the Accusation to file a Notice of Defense requesting an administrative appeal hearing.
- b. Administrative Law Judge- Pursuant to Government Code § 11512, the County has determined that appeals shall continue to be heard through the procedures of the Personnel Appeals Board in accordance with Chapter 1 of the County's Personnel Rules, with an administrative law judge from the Office of Administrative Hearings presiding at the hearing, pursuant to Government Code § 11512(b) and County Personnel Rule 1022.
- c. Time and Place of Hearing- Pursuant to Government Code § 11508, a hearing shall be conducted at a time and a place to be determined by the administrative law judge, as agreed upon by the parties.
- d. Notice of the Hearing- Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.
- e. Decision - The administrative law judge may recommend to sustain or modify the disciplinary action taken when it appears in the record that there was a

substantial violation or omission of procedure or where the specific evidence produced in the hearing warrants such recommendation. In all instances, the administrative law judge shall certify copies of its findings and recommendations to the County Counsel or his/her designee, and to the appellant employee. Either party may then submit the decision for consideration to the Board of Supervisors pursuant to Personnel Rule 1060. The Board of Supervisors, shall then affirm, revoke or modify the original action taken. Such affirmation, revocation, or modification taken shall be final. Judicial review of the Board of Supervisor's decision may be had pursuant to Government Code section 11523.

APPENDIX D

LETTER OF AGREEMENT BETWEEN COUNTY OF KINGS (COUNTY) AND KINGS COUNTY FIREFIGHTERS ASSOCIATION April 2015

The County and the Firefighters' Association agree that a 1/10th of an hour rounding rule shall be applied to timekeeping processes for all hourly employees. Therefore, the County and the Firefighters' Association agree to abide by the rounding chart provided as follows in creating and applying work rules relative to rounding in the PeopleSoft Time and Labor module:

Chart to convert Minutes to Tenths of an Hour

Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported	Minutes to be Reported	Tenth of Hour Reported
1 min.	0.0	21 min.	0.4	41 min.	0.7
2 min.	0.0	22 min.	0.4	42 min.	0.7
3 min.	0.1	23 min.	0.4	43 min.	0.7
4 min.	0.1	24 min.	0.4	44 min.	0.7
5 min.	0.1	25 min.	0.4	45 min.	0.8
6 min.	0.1	26 min.	0.4	46 min.	0.8
7 min.	0.1	27 min.	0.5	47 min.	0.8
8 min.	0.1	28 min.	0.5	48 min.	0.8
9 min.	0.2	29 min.	0.5	49 min.	0.8
10 min.	0.2	30 min.	0.5	50 min.	0.8
11 min.	0.2	31 min.	0.5	51 min.	0.9
12 min.	0.2	32 min.	0.5	52 min.	0.9
13 min.	0.2	33 min.	0.6	53 min.	0.9
14 min.	0.2	34 min.	0.6	54 min.	0.9
15 min.	0.3	35 min.	0.6	55 min.	0.9
16 min.	0.3	36 min.	0.6	56 min.	0.9
17 min.	0.3	37 min.	0.6	57 min.	1.0
18 min.	0.3	38 min.	0.6	58 min.	1.0
19 min.	0.3	39 min.	0.7	59 min.	1.0
20 min.	0.3	40 min.	0.7	60 min.	1.0

**SIDE LETTER BETWEEN
COUNTY OF KINGS (COUNTY) AND FIREFIGHTERS' ASSOCIATION IAFF
Local #3747 (ASSOCIATION)**

November 9, 2017

The County and Association hereby agree to the following changes to Chapter 6 of the County Personnel Rules regarding Career Development:

6011.2 Program Benefits

The County offers limited education reimbursement to eligible employees of the County of Kings for costs directly related to the employee's present position or for a promotion within the employee's present class series, or another position within the County. Reimbursements are made after satisfactory course completion. The maximum reimbursement per fiscal year shall be \$500 for units completed at any community college, or \$1,000 for units completed at any accredited four-year college toward a bachelor's, masters, or other higher degree. The \$1,000 reimbursement may apply toward units at a community college only when the employee can demonstrate at least 60 semester units have already been earned and the current course of study is toward completion of a bachelor's degree. If an employee attends the Peace Officer Standards Training (POST) Academy training at their own expense, the \$1,000 limit will apply for the units earned. Reimbursement does not apply to degree programs below current educational levels.

Fire employees may be reimbursed in the amount of \$500 per fiscal year to attend classes from any certified Office of the State Fire Marshal (OSFM) or National Wildfire Coordinating Group (NWCG) leading to the following certificates (including pre-requisites):

- Company Officer;
- Chief Fire Officer;
- Task Force / Strike Team Leader;
- Safety Officer; or
- Division Group Supervisor.

Fire employees who attend courses outside of accredited community or four-year colleges must obtain written approval from the Fire Chief prior to enrolling in courses/classes. Any payments for the certificate courses listed above will reduce the employee's eligibility for education reimbursement.

FIRE ASSOCIATION:

COUNTY:

Original signatures kept on file

Rick Levy,
President

Leslie McCormick Wilson,
Human Resources Director