

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ALPINE FIRE PROTECTION DISTRICT  
AND  
ALPINE FIREFIGHTERS ASSOCIATION  
LOCAL 2638



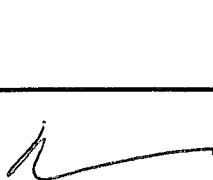
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July 1, 2021 – June 30, 2023

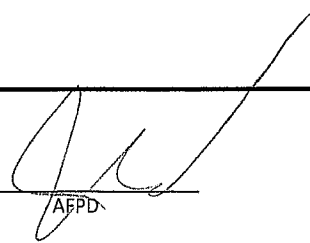
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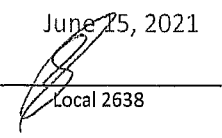


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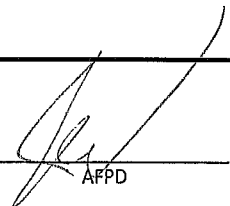
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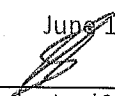
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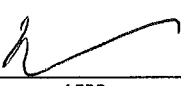

  
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
## Old MOU vs New MOU Matrix

Old MOU	New MOU
Article 1 – Recognition	Article 1.1
Article 2 – Management Rights	Article 1.2
Article 3 – Payroll Deduction of Dues	Article 1.3
Article 4 – Union Business	Article 1.4
Article 5 – Prevailing Benefits	Article 1.5
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Article 32 – Subpoenas	Article 3.9
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Article 34 – Cross Staffing	Article 8.5
Article 35 – Personal Property	Article 8.6
Article 36 – Defined Contribution Plan	Article 8.7
Article 37 – Fiscal Emergency	Article 8.8



  
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## PREAMBLE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into by and between the Alpine Fire Protection District, hereinafter referred to as the "Employer" and International Association of Firefighters Local 2638, hereinafter referred to as the "Union".

This Agreement is entered into pursuant to Government Code Section 3500-3511 and has been jointly prepared by the duly appointed representatives of the Alpine Fire Protection District and the International Association of Firefighters Local 2638.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

The parties have met and conferred in good faith regarding wages, hours, and other items and conditions of employment of the employees in Union, have exchanged freely information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to employment conditions and employee-employer relations of such employees.

This agreement is entered into by the parties hereto in anticipation that the California Legislature will provide funding over and above the Employer's portion of the 1% Tax Base in an amount nearly equal to the employer's fiscal year 1978/79. In the event such additional funding is not available to the Employer in an amount nearly equal to the prior year's funding which would make payment of the employer's obligation impossible, then this Agreement, to the extent that it is affected by lack of adequate funding, shall release the Employer of its obligations to maintain the salary schedule and employee benefits otherwise agreed to herein.

## SECTION 1 – ADMINISTRATION

### Article 1.1 – Recognition


Employer recognizes the Union as the majority bargaining representative for fire captains, paramedic captains, engineers, paramedic engineers, firefighters and paramedic firefighters.

### Article 1.2 – Management Rights

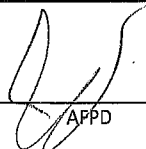
Employer on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California, and the Constitution of the United States, including but without limiting the generality of the foregoing, the rights:

- a. To determine and administer policy;
- b. Subject to the provisions of the law, to hire all employees, to determine their

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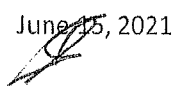


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- qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
- c. To determine the numbers and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
  - d. To determine the programs;
  - e. To build, move or modify the facilities;
  - f. To develop and administer the budget;
  - g. To determine the methods of raising revenue;
  - h. To take action on any matter in the event of an emergency;
  - i. To delegate to the Fire Chief and other legally appointed officers, the operation of the District, its properties and facilities including, but not limited to, innovative and experimental uses of the District facilities, experimental and pilot investigation of new fire science programs.

1.2.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with Federal and State laws.

#### Article 1.3 – Payroll Deduction of Dues

1.3.1 The Employer agrees to deduct, twice each month, dues and assessments in an amount certified by the Secretary-Treasurer of Union from the pay of those Union Employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted, each month, by Employer to the Treasurer of Union.


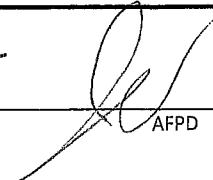
#### Article 1.4 – Union Business

1.4.1 Employer agrees that three members of the Union negotiating team shall be allowed time off for all meetings which shall be mutually set by the Employer and the Union. Once each year members of the Union may contribute 24 hours of accrued vacation time to bank time for union activities (“**Union Time Bank**”). The hours in the Union time bank may be used by elected Union officers while on official Union business. The Union Officials shall notify the Fire Chief in writing 48 hours prior to taking any time from the Union Time Bank.



#### Article 1.5 – Prevailing Benefits

1.5.1 All benefits and working conditions presently enjoyed by employees which directly relate to a matter within the scope of representation as defined by California Government Code Section 3504 shall remain in effect during the term of this Agreement unless changed by mutual consent of the parties or through the application of procedures provided for in Section 3504.5 of the California Government Code.

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Article 1.6 – Rules and Regulations

1.6.1 The Union agrees that all its members shall comply with all Employer rules and regulations, including those relating to conduct and work performance.

Article 1.7 – Appendices and Amendments

1.7.1 All appendices and amendments to this Agreement shall be numbered and signed by the Responsible parties and shall be subject to all provisions of this Agreement.

Article 1.8 – Duration of Agreement

1.8.1 This Memorandum of Understanding shall be effective as of July 1, 2021 and shall remain in effect until June 30, 2023.

Article 1.9 – Savings Clause

1.9.1 If any term or covenant of this MOU or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this MOU or the application of such term, or covenant other than those to which it is held invalid or unenforceable, shall not be affected thereby.

**SECTION 2 - COMPENSATION**

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Article 2.1 - Wages

2.1.1 The salary schedule for employees covered by this Agreement as of July 1, 2021 thru June 30, 2023 is set forth in **Appendix "A"** attached hereto and by this reference made a part hereof as though fully set forth herein. The requirements to obtain each step grade in firefighter, engineer and captain are as shown on **Appendix "B"** attached hereto.

2.1.2 Represented employees shall receive the following salary increases to be reflected in the salary schedule of each classification.

2.1.2.1 – 3.75% increase to all represented classifications effective July 1, 2021


2.1.2.2 – 2.75% increase to all represented classifications effective July 1, 2022

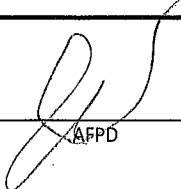
Article 2.2 – Probationary Period

2.2.1 Probationary Periods:


- a. All promotions from within the ranks of the District shall be subject to a one-year probationary period.
- b. All newly hired employees that fall under the definition of a “lateral hire” will be subject to a one-year probationary period.

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
  
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- a. For the purposes of Section 2.2.1b, the term "lateral hire" shall mean a new hire who had been a previously paid professional firefighter with a fire department in San Diego County within 60-days of being hired by Employer at a rank equal to or higher than the rank being offered by Employer. In addition the employment with the prior employer must have been for a period greater than three years and the employee must have left their prior employment in good standing with no disciplinary proceeds pending.
- c. All newly hired employees who do not meet the definition of a "lateral hire" shall be subject to a two-year probationary period.

Article 2.3 - Hours

2.3.1 The average work-week for fire suppression personnel assigned to a shift shall be fifty-six (56) hours, which is calculated over a twenty-four (24) day (576 hour) period. The work schedule shall consist of twenty-four (24) hour shifts on duty followed by twenty-four (24) hours off duty. The work schedule shall consist of a system of three (3) platoons (A, B, C shifts). The shift cycle shall be based on a twenty-four (24) day rotating schedule, which is based on the District's FLSA cycle of twenty-four (24) days (576 hours).

The shift pattern shall consist of four (4), twenty-four (24) hour shifts on duty, separated by three (3), twenty-four (24) hour shifts off duty; followed by ninety-six (96) consecutive hours off duty; which is followed by another four (4), twenty-four (24) hour shifts on duty, separated by three (3), twenty-four (24) hour shifts off duty; followed by one hundred and forty-four (144) consecutive hours off duty (commonly referred to as a "4-4-4-6" cycle).

Both parties acknowledge the foregoing is intended to define a work period for the purposes of 29 CFR 553.201- Statutory provisions: section 7(k).

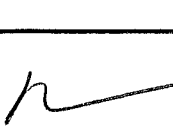
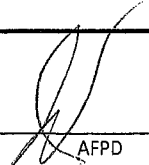
2.3.2 Fair Labor Standards Act and CalPERS Special Compensation/Statutory Items Pay Reporting FLSA shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> in the employee's regular paycheck. The calculation for FLSA statutory pay as reported to CalPERS shall be: Hourly wage, divided by 2, multiply by 152= annual amount. Divide annual amount by 24. There are 24 pay cycles in a one year cycle.


2.3.3 All authorized hours-worked in excess of the assigned work period shall be compensated at the rate of time and one-half of the employee's basic rate of pay.


Article 2.4 – Basic Rate of Pay

2.4.1 Basic hourly rate of pay for shift personnel is defined as the sum of the following divided by 2,912 hours:

1. Annual Salary;
2. Education Incentive Stipend;
3. Longevity Certification Stipend.

  
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Article 2.5 – Emergency Call Back

- 2.5.1 Employees who are called back to work from off-duty on an emergency basis (unscheduled – not to include coverage for sick leave or vacations) will be paid 1.5 times the basic hourly rate of pay for non-regularly scheduled hours.
- 2.5.2 Employees shall receive a minimum of two (2) hours compensation for each call back unless any amount of call back time corresponds with a regularly scheduled shift. (For example – an employee called back at 0700 and has a regularly scheduled shift that starts at 0800 will only receive one (1) hour of emergency call back time.

Article 2.6 – Out of Grade Pay

- 2.6.1 Engineers and Firefighters working in a position higher than their grade will be compensated at the next grade of pay after the first hour. Captains and Engineers working in a position lower than their grade will be compensated at the highest grade of the position being filled, i.e. if a Captain who is not a paramedic is working out of grade for an Engineer, the Captain will be compensated at an Engineer step 4 level while filling that position subject to the prior approval of the Fire Chief or his/her designee.

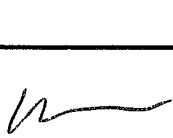
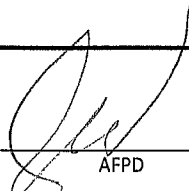
Article 2.7 – Educational Incentive Stipend

- 2.7.1 In addition to the wage rates established by this Memorandum of Understanding, the employer shall pay a stipend for successful completion of the following certification or educational degree. If an employee receives a new certificate or degree during the fiscal year it will be prorated for the remaining year. The stipend is a percentage of the annual salary for the employee found in “Appendix A”.

The following stipend shall be paid in full at the first pay period in July each year:

- An Employee shall receive a 2.0% stipend for completion of CA State Fire Marshal Company or Fire Officer Certification; OR
  - An Employee shall receive a 4.5% stipend for completion of an Associate of Science Degree in Fire Science; OR
  - An Employee shall receive a 6.0% stipend for completion of a Bachelor’s Degree in a field to be determined and authorized by the Fire Chief.
- 2.7.2 The District will reimburse the employee for tuition, texts, and certification fees for approved classes upon successful completion up to a maximum of \$1,000 per year. Approved classes shall be those approved by the Fire Chief and intended to qualify the employee for a management position as needed for educational incentive and step increases with Employer.
- 2.7.3 Those employees who prior to July 1, 2018 qualified for and were receiving an educational allowance in excess of 5% shall retain their current educational allowance however said educational

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allowance shall not increase in the future unless the maximum cap is increased.

2.7.4 An employee may convert sick leave to cover time off on approved classes at the rate of three hours of sick leave for one hour of educational leave up to a maximum of forty-eight (48) hours a fiscal year, subject to the following conditions;

2.7.4.1 Educational leave shall only be used for approved classes as set forth in section 26.2. Employee shall provide proof of participation in said class to be allowed the conversion.

2.7.4.2 Use of educational leave requires the prior approval of the Fire Chief. The discretion of the Fire Chief in granting said approval is based on operational needs which may include reducing an engine crew to 3 persons or denial of request.

2.7.4.3 The goal in granting educational leave is to not have the District incur overtime costs in backfilling the leave and to avoid leave during high fire danger.

2.7.4.4 Nothing contained herein precludes an employee from using vacation time or shift exchange to attend approved classes subject to District policy on said use.

#### Article 2.8 – Longevity Certification Stipend

2.8.1 The Longevity Certification Stipend shall be paid upon completion of five (5) years of employment with the Employer and successful attainment of California State Fire Marshal (CSFM) or other accepted certification(s) as outlined in Appendix “C”.

2.8.2 The stipend shall be paid on a bi-weekly basis in the Employee’s regular paycheck. Longevity Certification pay is not reported to CalPERS as “compensation earnable” or “pensionable compensation”. The stipend will be included in calculating the employee’s basic hourly rate of pay pursuant to the Fair Labor Standards Act (FLSA).

#### Article 2.9 – Portal-to-Portal Pay

2.9 Employees covered under this MOU shall be compensated at 1.5 times the basic rate of pay for hours worked in excess of the normal work schedule when assigned to support emergency incidents. Compensation time shall include the entire time of commitment, beginning at the time of initial dispatch from home base to the time of return to home base (portal-to-portal) upon completion of assignment.


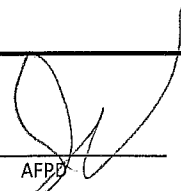


### **SECTION 3 - LEAVES**

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#### Article 3.1 – Sick Leave

3.1.1 Any employee incurring a non-duty sickness or disability shall receive sick leave with full pay to the extent of the employee's accumulated sick leave. The use by an employee of their accumulated

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sick leave shall not result in a loss by the employee of the FLSA benefit for the pay period in which accumulated sick leave is used. Job related disability shall not be charged to the accumulated sick leave of the employee. Employees shall accumulate sick leave from the first day of employment and shall continue to do so until they have accumulated a maximum of 2880 hours for safety personnel.

3.1.2 Sick leave shall be converted to vacation at the rate of three hours of sick leave for one hour of vacation so that no employee will exceed the cap of 2880 hours.

3.1.3 The Accrual for Sick leave shall be at the rate of 21 hours per month or ten and one-half shifts per year.

### Article 3.2 – Sick Leave Procedure

3.2.1 In order to be eligible for sick leave with pay, an employee must:

- a. Report promptly to the Fire Chief or designee the reason for his/her absence;
- b. Keep the Fire Chief or designee informed on his/her condition if the absence is of more than three shifts duration;
- c. Permit the District to make such medical examinations as it may deem desirable; and
- d. Upon request of the Fire Chief or designee, furnish satisfactory evidence of incapacity upon return to duty from absences on sick leave of three (3) shifts or longer. A written report from a duly licensed and practicing physician, or other recognized practitioner stating the nature, duration and extent of each incapacity shall be deemed satisfactory evidence of incapacity. No salary or wages shall be paid for any period of absence under this section where the employee has failed to comply with the requirements of this subsection.

### Article 3.3 – Sick Leave Abuse

3.3.1 Abuse of sick leave benefit provisions by a District employee will constitute sufficient grounds for dismissal or such other disciplinary action as the Fire Chief deems appropriate.

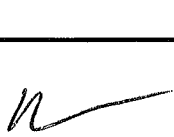
### Article 3.4 – Unused Sick Leave

3.4.1 At the start of each fiscal year during the term of this MOU each employee shall have the option to convert a portion of his/her unused sick leave in excess of 500 hours to his/her 457(b) plan as specifically provided in this Section 14.1.

3.4.1.1 In the first pay period of each fiscal year the District shall notify the employees covered under this MOU of the total number of hours of sick leave used by all employees covered by this MOU in the prior fiscal year.

3.4.1.2 If the aggregate amount of sick leave hours for all employees covered under this MOU for

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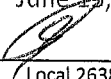
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the prior fiscal year is between 1250 and 1400 hours, inclusive, then each employee shall have an option for that fiscal year to convert unused sick leave in excess of 500 hours at the rate of 40% of their regular rate of pay to their 457(b) plan provided that the amount shall not exceed the maximum allowed under applicable IRS regulations.

3.4.1.3 If the aggregate amount of sick leave hours for all employees covered under this MOU for the prior fiscal year is 1249 or less hours then each employee shall have an option for that fiscal year to convert unused sick leave in excess of 500 hours at the rate of 50% of their regular rate of pay to their 457(b) plan provided that the amount shall not exceed the maximum allowed under applicable IRS regulations.

3.4.1.4 In order to make this election each employee must notify the District in writing of his/her election within 15 days of receiving his/her first paycheck of the new fiscal year but in no event later than August 5 of each fiscal year. The written election shall be on a form prescribed by the District and signed and dated by the employee. The failure to exercise the option in accordance with this subsection 14.1.4 shall result in the forfeiture of the option for that fiscal year.

3.4.1.5 Contributions to an employee 457(b) plan under this Article 14 shall not be eligible for the contributions under Section 36.2.

3.4.2 As to any remaining sick leave Employees shall be compensated in cash at the rate of one quarter of their regular rate of pay for any unused accumulation of sick leave when they are permanently separated from service by resignation, death, retirement, service retirement, or discharge so long as the employee has previously completed five (5) years of full-time service to the District. Each employee shall have the option at retirement to convert accumulated Sick Leave as provided above to CalPERS Service Credit (see Article 4.1) or his/her 457(b) plan up to the maximum allowable IRS limits for the calendar year. Contributions to an employee 457(b) plan under this Article 3.4 shall not be eligible for the contributions under Article 8.7.2.

### Article 3.5 – Family Emergency and Death in Family Leave

3.5.1 An employee may use sick leave with pay in the event of a family emergency to care for a serious illness or injury in the immediate family, the employee shall be granted up to three shifts off with pay if needed in any twelve month period, but not to exceed accumulated sick leave. In the event of death in the immediate family of an employee, the employee shall be granted up to three shifts off with pay if needed but not to exceed accumulated sick leave. The immediate family shall be defined as spouse and children of the member, mother, father, brother, sister of the member, and those of the spouse and any relative residing in the same household as employee.

### Article 3.6 – Shift Trades (ST) and Personal Trade (PT)

3.6.1 Shift Trades (ST). Employees shall have the right to exchange shifts, with the approval of the Fire Chief, when the change does not interfere with the operation of the Fire Department. Advance

written notice to the Chief shall be required.

3.6.2 Early Relief Personal Trade (PT). Firefighters of equal rank assigned to a 56 hour workweek shall be allowed to relieve each other from duty up to 60 minutes prior to scheduled changes subject to approval of the shift Captain.

- a. Personnel participating in early relief shall do so on a voluntary basis.
- b. Any increase in time that may develop from early relieves will not result in additional compensated hours.
- c. When early relief occurs it shall immediately be documented in the daily log book or CrewSense by the shift Captain. Failure to do any of the above documentation when it takes place will cause the early relief program to become null and void at the option of Employer.
- d. In the event of any legislative action, requiring compensation for time worked in the early relief will cause the early relief program to become null and void at the option of Employer.
- e. Failure to exchange pertinent information as a result of the early relief will cause the early relief program to become null and void at the option of the District.

### Article 3.7 – Holidays

3.7.1 Employees who work a twenty-four (24) hour shift shall be granted twelve (12) hours holiday compensatory time off in lieu of holiday pay. The holiday compensatory time off will be added to the Employee's annual vacation allowance (Article 3.8) and subject to the same provisions as vacation allowance. The following ten (10) holidays shall be recognized and observed for compensation purposes at the rate of twelve (12) hours per holiday:

New Year's Day	Martin Luther King Jr. Day
Presidents Day	Memorial Day
Fourth of July	Labor Day
Columbus Day	Veterans Day
Thanksgiving Day	Christmas Day

### Article 3.8 – Vacation

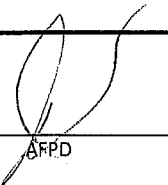
3.8.1 Every employee shall be eligible for vacation with pay after six months of continued service with the employer.

3.8.2 Employees shall start to earn vacation allowance as of their first date of employment.

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## SECTION 4 – RETIREMENT BENEFITS

### Article 4.1 – California Public Employees Retirement System (CalPERS)

#### 4.1.1 Classic Tier 1:

For employees whose membership in CalPERS was on or before December 31, 2011 the following retirement benefits shall apply:

a	3% @ 50	Govt. Code Sec. 21362.2
b	1959 Survivor – Level 4	Govt. Code Sec. 21382.5
c	Credit for Military Service Prior to Employment	Govt. Code Sec. 21024
d	<u>Employer Paid Contribution</u>	Govt. Code Sec. 20636 (c) (4) 0% of Members Contribution paid by District
	<u>Employee Paid Contributions</u> <u>Employee to pay an additional 1%</u>	10% paid by employee
e	Single Highest Year Benefit	Govt. Code Sec. 20042
f	Sick Leave Credit	Govt. Code Sec. 20965

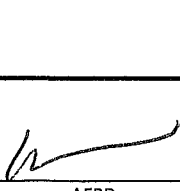
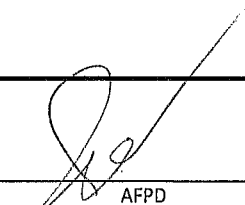
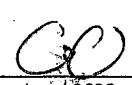
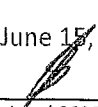
#### 4.1.2 Classic Tier 2

For employees whose membership in CalPERS was on or after January 1, 2012 but before December 31, 2012 the following retirement benefits shall apply:

a	3% @ 55	Govt. Code Sec. 21363.1
b	1959 Survivor – Level 4	Govt. Code Sec. 21382.5
c	Credit for Military Service Prior to Employment	Govt. Code Sec. 21024
d	Three year average benefit	Govt. Code Sec. 20037
f	Sick Leave Credit	Govt. Code Sec. 20965
d	<u>Employee Paid Contributions</u> <u>Employee to pay an additional 1%</u>	10% paid by employee

#### 4.1.3 PEPRA

For employees hired on or after January 1, 2013 the following retirement benefits shall apply:

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a	PEPRA	
b	1959 Survivor – Level 4	Govt. Code Sec. 21382.5
c	Credit for Military Service Prior to Employment	Govt. Code Sec. 21024
d	Three year average benefit	Govt. Code Sec. 20037
f	Sick Leave Credit	Govt. Code Sec. 20965

4.1.4 Employer will pay no portion of the Member contribution which shall solely be paid by the Employee.

## SECTION 5 – INSURANCES

### Article 5.1 – Medical Coverage

5.1.1 The District shall select the District Health Care Plan (“DHCP”). Each employee shall choose his/her coverage option as shown below. For those employees hired prior to or on June 30, 2021, the Employer paid portion (EPP) shall be 90% of the base cost. For those employees hired on or after July 1, 2021, the Employer paid portion (EPP) shall be 80% of the base cost. The base cost (“EPP”) shall be determined annually by averaging the cost of the DHCP’s medical HMO plans after discarding the highest and lowest priced plans. Employees can apply the EPP to any available offered health plan in the DHCP, Employees are responsible to pay all additional costs of health coverage over and above the EPP:

#### COVERAGE OPTIONS:

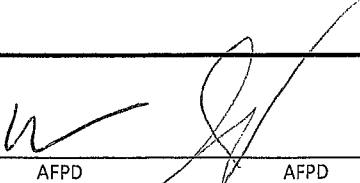
- a. employee only coverage, or
- b. employee plus one coverage, or
- c. employee plus family coverage.
- d. Health care benefit payments are to only be used for the approved health care plan costs except as set forth in Section 5.1.2.

5.1.2 During anytime that an employee is covered by the Long Term Disability Insurance Benefit Plan "(LTD)" under Article 5.4, employer agrees to pay 90% of the medical coverage for the employee up to the maximum benefit period under the LTD.

5.1.3 Employees who opt out of medical coverage and are fully covered by another health care plan other than the DHCP and present proof of coverage to employer, shall receive in lieu of health care coverage a monthly stipend of \$150.00. No employee shall opt out of the Employer's health care plan unless they provide proof, satisfactory to the Employer, that employee and all other members of employee's tax family are enrolled in minimum essential coverage through another source.

### Article 5.2 – Supplemental Benefit

5.2.1 Employer shall provide a monthly supplemental benefit for dental, vision and supplemental life insurance in the amount of \$260.00. An employee may use any unused supplemental benefit funds

  
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towards the cost of the Employee's Health Plan over the EPP as outlined Article 5.1.1. Any unused portion of the supplemental benefit has no cash out value.

### Article 5.3 – Life Insurance

5.3.1 The employer shall provide One Hundred fifty thousand (\$150,000) term life insurance protection for each member of the bargaining unit.

### Article 5.4 – Long Term Disability Insurance

5.4.1 The Employer shall obtain and pay for a Long Term Disability (LTD) plan of the Union's choice provided the cost to the Employer does not exceed \$30.00 per employee per month. The cost of the LTD plan shall be added to the employee's base pay. If the cost of the LTD plan exceeds \$30.00 per month, the difference will be deducted from the Employee's post tax payroll.

## **SECTION 6 – GRIEVANCES**

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### 6.1 Definition

A grievance or dispute is defined as an alleged violation of the express provisions of this Memorandum of Understanding which personally and adversely affects the employee or employees filing the grievance. A grievance shall not include any claim regarding the initiation or renewal of a Memorandum of Understanding, the resolution of a meet and confer impasse, or any other matter which is outside the scope of representation as defined by California Government Code Section 3504.

### 6.2 General Provision


All grievances shall be filed in writing within fifteen (15) days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.

6.2.1 A written statement of grievance shall identify the specific provision or provisions of this Memorandum of Understanding alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information which gives rise to the filing of the grievance.

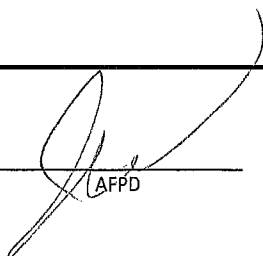
6.2.2 Time limits provided for herein may be extended through mutual written consent of the parties.

6.2.3 Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.

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time in grade or inability to otherwise qualify there are no qualified candidates, an open exam may be authorized by the Employer. Successful completion of the exam will qualify competitors for the promotion list.

7.1.2 All new firefighter hires shall be required to have a paramedic license.

#### Article 7.2 – Personnel Reduction

7.2.1 In the case of a personnel reduction the employee with the least seniority shall be laid off first. Time with the Employer shall be given utmost consideration. Time with the Employer shall be defined as full-time personnel. Rehiring shall be done on a last laid off, first rehired basis.

### SECTION 8 – MISCELLANEOUS

#### Article 8.1 – Protective Clothing and Uniforms

8.1.1 All protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by Employer, in accordance with State law and Cal/OSHA regulations.

8.1.2 The District has supplied or in the case of a new employees will supply employee with five (5) regulation uniform shirts, one (1) regulation uniform pants, four (4) duty pants of District's choosing. District will replace each piece of uniform as it becomes necessary, as determined by the Fire Chief. It is understood that employee will be responsible for the normal care and maintenance of the uniform.

8.1.3 All employees in the bargaining unit shall be provided with a Class "B" jacket, belt buckle, wildland boots, station boots, collar brass and name plate.

8.1.4 Employer shall provide a class "A" uniform at no cost to Employees who have completed probation.

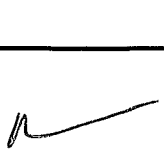
#### ARTICLE 8.2 – Joint Occupational Health and Safety Program

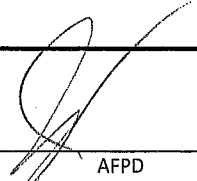
8.2.1 It is the desire of the Union to maintain the highest standards of safety and health in the Fire District in order to eliminate as much as possible accidents, death, injuries and illness in the fire service. Protection devices apparel and equipment shall be inspected by the Fire Chief of the District or Safety Officer on a quarterly basis to ensure proper maintenance and replacement.

#### Article 8.3 – Injury


8.3.1 Employees injured on or off duty shall, at the discretion of the Fire Chief, based on the type of injury and duration of time off, pass the same physical and medical performance standards as entry level firefighters. The decision of the Fire Chief may be appealed to the Board by the employee.

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Failure to meet the minimum standards will be cause for termination.

Article 8.4 – Paramedic

- 8.4.1 The District agrees to maintain four (4) paramedic positions.
- 8.4.2 Firefighters with a paramedic license shall attain the rank of Paramedic Specialist (Step 5 in Appendix A) on their one year anniversary of achieving the rank of Firefighter 1st class (Step 4 in Appendix A) and completed the required certification and courses as outlined on Appendix B.
- 8.4.3 A Firefighter 1st Class with one or more years at that rank and having completed the required certification and courses as outlined on Appendix B shall be a Paramedic Specialist upon licensing as a paramedic.


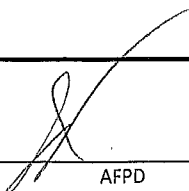
Article 8.5 – Cross Staffing



- 8.5.1 The Union agrees that Employer may enter into one or more agreements which provide that employees of District may cross staff equipment with other agencies. Union agrees that such cross staffing agreements are within the discretion of the District and shall not constitute a meet and confer issue.
- 8.5.2 All employees of District utilized in the cross staffing shall remain employees of District and shall at all times be subject to the direction, supervision and control of District and enjoy all benefits under this MOU.
- 8.5.3 As to equipment housed at District, it is agreed that the personnel of other agencies which may be parties to the cross staffing agreement will adhere to and abide by the rules and regulations of District, but shall otherwise retain all rights they may have as to wages, hours and working conditions for the department from which they were assigned.
- 8.5.3 As to equipment housed outside the District, it is agreed that District personnel will adhere to and abide by the rules and regulations of department where the equipment is housed, but shall otherwise retain all rights they may have as to wages, hours and working conditions for District.

Article 8.6 – Personal Property

- 8.6.1 Employees may submit to the District for reimbursement claims for damage or loss of personal property which loss or damage occurred during working hours and was related to the employees' assigned duties.
- 8.6.2 All such claims shall require the approval of the employees immediate Captain and the Fire Chief.
- 8.6.3 No claim shall exceed One Hundred Dollars (\$100.00).

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Article 8.7 – Defined Contribution Plan

8.7.1 District shall offer all employees a 457(b) plan.

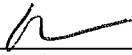
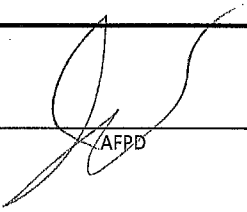

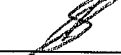
8.7.2 District shall offer all employees a 401(a) plan. If employees make a minimum deposit of \$200 per month into the 457(b) plan then the District will also contribute 5% of that amount up to a maximum contribution of \$1000 per year into the 401 (a) plan.

Article 8.8 – Fiscal Emergency

37.1 In addition to any other provisions of this MOU in the event the Board of Directors of District declares a "fiscal emergency" due to economic factors the terms of this MOU shall be subject to negotiations between the parties to meet the "**fiscal emergency**".

***SIGNATURES ON NEXT PAGE***

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# Signature Page

WITNESS THEREOF: The parties hereto have executed this Memorandum of Understanding between the International Association of Firefighters Local 2638 and the Board of Directors of the Alpine Fire Protection District:

## ALPINE FIRE PROTECTION DISTRICT

  
\_\_\_\_\_  
Jim Easterling, President

6/16/21  
\_\_\_\_\_  
Date


  
\_\_\_\_\_  
Pat Price, Secretary

6/16/21  
\_\_\_\_\_  
Date

## INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2638

  
\_\_\_\_\_  
Shane Ozbin, President


6-15-21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Greg O'Gorman, Vice President


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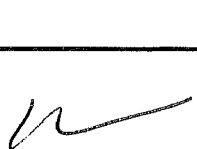
  
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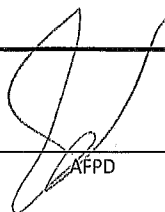
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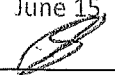
# Appendix "A" - Wages

<b>FIREFIGHTER</b>		<i>Effective July 1, 2021</i>		<i>Effective July 1, 2022</i>	
STEP	TIME	FIREFIGHTER	FIREFIGHTER PARAMEDIC	FIREFIGHTER	FIREFIGHTER PARAMEDIC
1	0-12 months	\$69,327.83	\$69,327.83	\$71,234.34	\$71,234.34
2	12 - 24 months	\$73,214.30	\$73,214.30	\$75,227.69	\$75,227.69
3	24 - 36 months	\$77,749.21	\$77,749.21	\$79,887.32	\$79,887.32
4	36 - 48 months	\$83,581.00	\$83,581.00	\$85,879.48	\$85,879.48
5	60+ months		\$90,707.59		\$93,202.05
<b>ENGINEER</b>		<i>Effective July 1, 2021</i>		<i>Effective July 1, 2022</i>	
STEP	TIME	ENGINEER	ENGINEER PARAMEDIC	ENGINEER	ENGINEER PARAMEDIC
1	0-12 months	\$86,820.08	\$93,140.53	\$89,207.63	\$95,701.89
2	12 - 24 months	\$88,764.35	\$95,085.84	\$91,205.37	\$97,700.70
3	24 - 36 months	\$90,455.48	\$96,775.93	\$92,943.00	\$99,437.26
4	36+ months	\$92,652.90	\$98,972.31	\$95,200.85	\$101,694.05
<b>CAPTAIN</b>		<i>Effective July 1, 2021</i>		<i>Effective July 1, 2022</i>	
STEP	TIME	CAPTAIN	CAPTAIN PARAMEDIC	CAPTAIN	CAPTAIN PARAMEDIC
1	0-12 months	\$98,140.24	\$104,522.94	\$100,839.09	\$107,397.32
2	12 - 24 months	\$100,755.78	\$107,140.55	\$103,526.56	\$110,086.92
3	24 - 36 months	\$103,374.43	\$109,756.09	\$106,217.22	\$112,774.38
4	36+ months	\$106,506.64	\$112,374.74	\$109,435.57	\$115,465.04

  
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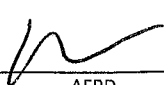
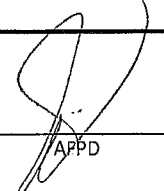
  
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## Appendix "B" – Step Requirements

FIREFIGHTER		
Step	Time	Certifications
1	0-12 months	Firefighter I Taskbook (if not already completed)
2	12-24 months	ICS 100; ICS 200; S-130; S-131; S-190
3	24-36 months	Driver Operator 1A/1B; Class "C" Firefighter License
4	36-48 months	Firefighter II Certification
5	48-72 months	ICS 300; HazMat FRO; S-290 (classroom version only)
ENGINEER		
Step	Time	Certifications
1	0-12 months	Instructor I; Complete the D/O Pump Apparatus Taskbook (State)
2	12-24 months	Company Officer 2A; Company Officer 2B
3	24-36 months	Company Officer 2C; Company Officer 2D
4	36-48 months	Company Officer 2E; S-231 Class
CAPTAIN		
Step	Time	Certifications
1	0-12 months	Complete: Instructor I Taskbook; S-231 Taskbook; Company Officer (State)
2	12-24 months	ICS 400; Chief Fire Officer 3A; Chief Fire Officer 3B
3	24-36 months	Chief Fire Officer 3C; Chief Officer 3D
4	36-48 months	Complete Chief Officer Taskbook

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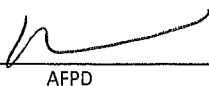
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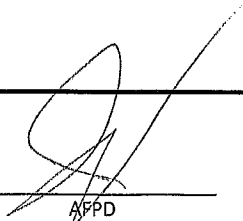
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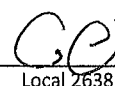


## Appendix "C" – Longevity Certification Courses/Classes

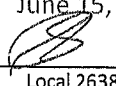
Certification	Courses/Classes	Percent of Base Pay
<b>Wildland Specialist</b>	<i>All of the following are required:</i>	<b>1.0%</b>
	S-290 – Intermediate Wildland Fire Behavior (classroom)	
	S-200 – Initial Attack Incident Commander (taskbook completed)	
	S-270 – Basic Air Operations	
	S-215 – Fire Operations in the WUI	
	S-212 – Wildland Fire Chainsaws	
	S-231 – Engine Boss (taskbook completed)	
	S-234 or S-219 – Ignition Operations	
<b>Rescue Specialist</b>	<i>4 of the following are required:</i>	<b>1.0%</b>
	CSFM Rope Rescue Awareness/Operations (the combination of LARRO/RS1 meet this requirement)	
	CSFM River and Flood Rescue Technician or equivalent	
	CSFM Trench Rescue Technician	
	CSFM Confined Space Technician	
	CSFM Auto Extrication	
	CSFM Structural Collapse Technician (RS2 meets this requirement)	

  
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