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

JULY 1, 2026 – JUNE 30, 2028

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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 "**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 **Employer** and **Union**.

It is the purpose of this **Agreement** to achieve and maintain harmonious relations between the **Employer** and **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 the **Union**; have exchanged freely information, opinions, and proposals; and 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 not 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

Section 1.1 – Recognition

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

Section 1.2 – Management Rights

1.2.1 - **Employer**, on its own behalf, and on behalf of the electors of the Alpine Fire Protection 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 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 qualifications and 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 operations of the **Employer** 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 for 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 **Employer**, its properties and facilities including, but not limited to, innovative and experimental uses of the **Employer** 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 **Employer**, by the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgement 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 the Federal and State laws.

Section 1.3 – Payroll Deduction of Dues

1.3.1 – **Employer** agrees to deduct, twice each month, dues and assessments in an amount certified by the Secretary/Treasurer of the **Union** from the pay of those **Union** members 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 the **Union**.

Section 1.4 – Union Business

1.4.1 – **Employer** agrees that three (3) members of the **Union** negotiating team shall be allowed time off for all meetings which shall be mutually set forth by the **Employer** and the **Union**. Once each year, members of the **Union** may contribute twenty-four (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 forty-eight (48) hours prior to taking any time from the Union Time Bank.

Section 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 and 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.

Section 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.

Section 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**.

Section 1.8 – Duration of Agreement

1.8.1 – This Memorandum of Understanding shall be effective as of July 1, 2026, and shall remain in effect until June 30, 2028.

Section 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

Section 2.1 – Wages

2.1.1 – The salary schedule for employees covered by this **Agreement** is set forth in Appendix "A" attached hereto and by this reference made a part hereof as though fully set forth herein.

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

1. Effective July 1, 2026, all classifications covered by this MOU shall receive a 7.00% wage increase.
2. Effective July 1, 2027, all classifications covered by this MOU shall receive a 6.00% wage increase.

Section 2.2 – Probationary Period

2.2.1 – Probationary Periods

a. All promotions from within the ranks of the **Employer** shall be subject to a one-year (1) probationary period.
b. All newly hired employees shall be subject to a one-year (1) probationary period.

2.2.2 – Extension of Probationary Period

The probationary period for newly hired employees may be extended for work performance or absentee reasons. Employees absent for six (6) or more consecutive regularly scheduled duty shifts may have their probation period extended for the same duration of their absence. Employees who,

during their probationary period, are enrolled in either paramedic school or the fire academy, will have their original probationary period extended for the same duration of their absence.

Section 2.3 – Hours of Work

2.3.1 – The average workweek 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) FLSA work period. The work schedule shall consist of two (2) consecutive twenty-four (24) hour shifts (for a total of 48-hours) on duty, followed by ninety-six (96) consecutive hours off duty. Each shift will begin and end at 0800 hours. The work schedule shall consist of a system of three (3) divisions (A, B, C shifts).

The shift pattern shall consist of a repeating cycle of two (2) consecutive twenty-four (24) hour shifts on-duty, separated by ninety-six (96) consecutive hours off-duty, commonly referred to as the "48/96" schedule.

Example:

A – A Division

B – B Division

C – C Division

AABBCCAABBCCAABBCCAABBCC

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 – Administrative Holiday Shift Swap: In the event that the same shift is scheduled to work both December 24 and December 25, an administrative shift swap will be implemented. The shift scheduled to work December 22 and December 23 will work December 22 and December 24 and the shift scheduled to work December 24 and December 25 will work December 23 and December 25.

Example:

Original Schedule:

22	23	24	25	26	27	28	29
A	A	B	B	C	C	A	A

Shift Swap:

22	23	24	25	26	27	28	29
A	B	A	B	C	C	A	A

2.3.3 – FLSA and CalPERS Special Compensation/Statutory Items Pay Reporting: FLSA shall be paid on the 15th and 30th of each month within the employee's regular paycheck. The calculation for FLSA statutory pay as reported to CalPERS shall be:

(Hourly Wage/2) x 152 = Annual Amount
Annual Amount/24 = Per-Pay-Period Reporting Amount

For purposes of this calculation, the annual reporting cycle shall consist of twenty-four (24) pay periods. The figure of one hundred fifty-two (152) is derived from the product of fifteen and two-tenths (15.2) FLSA work periods occurring within one (1) calendar year, multiplied by ten (10) hours of FLSA half-time compensation per work period. The ten (10) hours of half-time compensation reflects the straight-time component of overtime owed under the FLSA Section (7k) exemption, consistent with the work period established in Section 2.3.1.

2.3.4 – 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.

Section 2.4 – Rates of Pay

2.4.1 – The "Basic Hourly Rate of Pay" for shift personnel shall be defined as the employee's Annual Salary, as set forth in Appendix A, divided by two thousand nine hundred twelve (2,912) hours.

2.4.2 – The "Regular Rate of Pay" for shift personnel shall be defined as including the following:

- Basic Hourly Rate of Pay
- Education Incentive
- Longevity/Certification Incentive

2.4.3. – Overtime Rate of Pay - For purposes of this Agreement, overtime compensation for shift personnel shall be calculated as follows:

a. FLSA Overtime Threshold – Consistent with the 24-day/576-hour FLSA Section (7k) work period established in Section 2.3.1, overtime is owed for all hours worked in excess of one hundred eighty-two (182) hours in any single work period. The **Employer** and **Union** have mutually agreed that the utilization of accrued sick leave or vacation leave during a work period shall not be deducted from hours worked for the purpose of calculating overtime compensation.
b. Overtime Compensation Rate – Overtime hours shall be compensated at one and one-half (1-1/2) times the employee's Regular Rate of Pay, as defined in Section 2.4.2.

Section 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.

Section 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 after the first hour. Captains and Engineers working in a position lower than their grade will be compensated at their 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.

Section 2.7 – Educational Incentive

2.7.1 – Education Stipend: In addition to the wage rates established by this **MOU**, the **Employer** shall pay a stipend for successful completion of the certification or educational degrees. The stipend is a percentage of the "basic rate of pay" paid in 24 equal installments. If an employee receives a new certificate or degree during the fiscal year, the change in percentage will be recognized on the employee's next paycheck.

The following stipend shall be paid in the employee's regular bi-monthly paycheck:

- An employee shall receive a 2.0% stipend for completion of the CA State Fire Marshal Company Officer 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 from an accredited U.S. based college or university.

2.7.1.1 – Employees are not eligible for the educational incentive until successful completion of new hire probation as outlined in Section 2.2.

2.7.2 – Tuition Reimbursement: Upon successful completion of an approved class, employees may request reimbursement from the **Employer** to include:

1. Tuition;
2. Class materials (books, required/recommended items);

3. Travel expenses and/or lodging per Alpine Fire Protection District Policy;
4. Certification Fees (including EMT/Paramedic recertification).

Each employee is eligible for $2000.00 in reimbursement per fiscal year. In order to be eligible for reimbursement, the class must be approved by the Fire Chief and be a class that qualifies the employee for promotional opportunities or as needed for the Educational Stipend (Section 2.7.1) and/or Longevity Certification Stipend (Section 2.8).

2.7.2.1 – Reimbursement for a class must occur in the same fiscal year that the class was completed.

2.7.3 – Those employees who prior to July 1, 2018, qualified for and were receiving an educational stipend in excess of 5% shall retain their current educational stipend, however said educational stipend 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:

a. Educational leave shall only be used for approved classes. Employee shall provide proof of participation in said class to be allowed the conversion.
b. 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 three (3) persons or denial of the request.
c. The goal in granting educational leave is to not have the **Employer** incur overtime costs in backfilling the leave and to avoid leave during high fire danger.
d. Nothing contained herein precludes an employee from using vacation time or shift exchange to attend approved classes, subject to **Employer** policy on said use.

Section 2.8 – Longevity/Certification Stipend

2.8.1 – The longevity stipend shall be paid upon completion of five (5) years of continued employment with the **Employer** and successful attainment of California State Fire Marshal (CSFM) or other accepted certification(s) as outlined in Appendix-B. If the title of a listed class or certification in Appendix-B has been revised, the revised title shall be recognized as meeting the requirement, subject to the discretion and approval of the Fire Chief.

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 regular hourly rate of pay pursuant to FLSA.

SECTION 3 – LEAVES

Section 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 balance. The employee shall be entitled to accrued sick leave without loss of compensation under the following circumstances:

a. For the employee's own illness, injury, or required medical or dental care or consultation, or that of a qualifying family member. For purposes of this Section, "family member" shall include:
    - A child of any age or dependency status, including biological, adopted, foster, or stepchild; a legal ward; or a child for whom the employee serves as loco parentis.
    - A biological, adopted, or foster parent, stepparent; or legal guardian of the employee or the employee's spouse or registered domestic partner; or a person who stood in loco parentis to the employee during the employee's minority.
    - A spouse or registered domestic partner.
    - A grandparent, grandchild, or sibling.
b. For circumstances in which the employee is the victim of domestic violence, sexual assault, or stalking, as defined under applicable provisions of the California Labor Code.
c. An employee may use up to seventy-two (72) hours of accrued sick leave per fiscal year to care for a qualifying ill or injured family member.

3.1.2 - The use by an employee of their accumulated 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.

3.1.3 - Job-related disability shall not be charged to the accumulated sick leave of the employee.

3.1.4 - 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.

3.1.5 – Sick leave shall be converted to vacation at the rate of three (3) hours of sick leave for one (1) hour of vacation so that no employee will exceed the cap of 2880 hours.

3.1.6 – The accrual for sick leave shall be at the rate of twenty-one (21) hours per month or ten and one-half (10.5) shifts per year. As a convenience to the employee, the Employer, at its option, may "front load" the employee's annual sick leave allowance. If an employee separates from service prior to June 30 of a fiscal year, the employee will only be credited for the time accrued to the time of separation had the time not been "front-loaded". At no time shall an employee utilize the front-loaded sick leave beyond what was earned. Employees on new-hire probation will accrue their vacation allowance monthly and will not have their time "front-loaded".

Section 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 **Employer** 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 absence 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 section.

Section 3.3 – Sick Leave Abuse

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

Section 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 five hundred (500) hours to his/her 457/b plan as specifically provided in Section 3.4.1.

3.4.1.1 – In the first pay period of each fiscal year the **Employer** 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 fiscal year.

3.4.1.2 – If the aggregate amount of sick leave hours for all employees covered under this **MOU** for the prior fiscal year is between 1250 and 1400 hours, inclusive, then each employee shall have the 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 MOU 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 than 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 the election each employee must notify the **Employer** in writing of his/her election within fifteen (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 selection shall be on a form prescribed the Employer and signed and dated by the employee. The failure to exercise this option in accordance with subsection 3.4.1.4 shall result in the forfeiture of the option for that fiscal year.

3.4.1.5 – Contributions to an employee 457(b) plan under Section 3.4 shall not be eligible for the contributions under Section 8.7.2.

3.4.2 – As to remaining sick leave, employees shall be compensated in cash at the rate of one quarter (1/4) 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 **Employer**. Each employee shall have the option, at retirement, to convert accumulated sick leave as provided above to CalPERS Service Credit (see Section 4.1) or his/her 457(b) plan up the to maximum allowable IRS limits for the calendar year. Contributions to an employee 457(b) plan under this Section 3.4 shall not be eligible for the contributions under Section 8.7.2.

Section 3.5 – Bereavement Leave

3.5.1 – An employee shall be granted up to ninety-six (96) hours of bereavement leave upon the death of a qualifying family member, in accordance with California Government Code Section 12945.7. Such leave shall be job-protected and may be taken non-consecutively, provided all hours are used within three (3) months of the date of death.

Employees may elect to use accrued sick leave or vacation leave to receive compensation during this period. For the purposes of this section, a qualifying family member includes the employee's spouse, registered domestic partner; child; parent; parent-in-law; sibling; grandparent; grandchild.

The **Employer** may request documentation of the death of the family member consistent with family law.

Section 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 **Employer**. Advance written notice to the Fire 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 sixty (60) minutes prior to scheduled shift 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 relief will not result in additional compensated hours.

c. When early relief occurs, it shall immediately be documented in the daily logbook or Crew Sense 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 the **Employer**.
d. In the event of any legislative action requiring compensation for time worked in the early relief, it will cause the early relief program to become null and void at the option of the **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 **Employer**.

Section 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 (Section 3.8) and subject to the same provisions as vacation allowance. The following ten (10) holidays shall be recognized and observed for compensation purpose 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		

Section 3.8 – Vacation

3.8.1 – Employees shall start to earn vacation allowance as of their first day of employment.

3.8.2 – Vacation allowance shall be earned based on the schedule below. As a convenience to the employee, the Employer, at its option, may "front load" the annual vacation allowance. If an employee separates from service prior to June 30 of a fiscal year, the employee will only be credited for the time accrued to the time of separation had the time not been "front loaded". Front loading of the vacation allowance shall not in any manner be construed as having been earned by an employee. Employees on new-hire probation status will accrue their vacation allowance monthly and will not have their time "front loaded".

LENGTH OF SERVICE (years)	SHIFT PERSONNEL	40-HOUR PERSONNEL
1 to 4	144 hours + 120 hours holiday = 264 hours 22 hours/month	48
5 to 9	168 hours + 120 hours holiday = 288 hours 24 hours/month	56
10 to 14	192 hours + 120 hours holiday = 312 hours 26 hours/month	64
15 to 19	216 hours + 120 hours holiday = 336 hours 28 hours/month	72

20 to 24	240 hours + 120 hours holiday = 360 hours 30 hours/month	80
25+ years	264 hours + 120 hours holiday = 384 hours 32 hours/month	88

3.8.3 – An employee who is separated from service by resignation, death, retirement, or discharge shall be compensated for all unused vacation time accumulated, at the regular rate of pay, at the time of separation.

3.8.4 – The maximum accumulated total time which may be carried in vacation and holiday compensatory time from one fiscal year to the next is ninety-six (96) hours. At the end of the fiscal year, any remaining amount of combined vacation and holiday compensatory time off in excess of ninety-six (96) hours will be paid to the employee at the regular rate of pay on an hour for hour basis. An employee who is not authorized to take time off to eliminate accumulated vacation time because of emergency cancellation of leave or minimum manning requirements will be paid at the regular rate of pay for all hours earned.

3.8.5 – The taking of vacation shall be subject to the approval of the Fire Chief or his/her designee based on current and expected staffing needs and only to the extent of vacation allowance earned.

3.8.6 – Employees shall submit vacation requests following the Crew Sense process. No vacation request shall be effective until the Fire Chief has approved the request and the employee filling in for coverage has agreed to the request through Crew Sense.

3.8.7 – The use by an employee, prior to separation from service, of their unused vacation time and/or sick leave shall not result in a loss by the employee of the FLSA benefit for the pay period in which the unused vacation time and/or sick leave is taken.

3.8.8 – Each employee shall have the option at retirement or when vacation is otherwise being paid to convert unused vacation time to his/her 457(b) up to IRS limits and cash out remaining over and above IRS limits.

Section 3.9. – Subpoenas

3.9.1 – When an employee is subpoenaed as a result of his/her official duty for the **Employer**, the employee will immediately notify the Fire Chief and shall be compensated for court time and travel time when off duty.

SECTION 4 – RETIREMENT BENEFITS

Section 4.1 – California Public 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:

- 3% at 50
- 1959 Survivor – Level 4
- Credit for Military Service Prior To Employment
- Employer Paid Contribution – 0% of members contribution paid by **Employer**
- Employee Paid Contribution – Employee to pay an additional 1% (10% total)
- Single Highest Year Benefit
- Sick Leave Credit

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:

- 3% at 55
- 1959 Survivor Credit – Level 4
- Credit for Military Service Prior to Employment
- Three (3) year average benefit
- Sick Leave Credit
- Employee Paid Contribution – employee to pay an additional 1% (10% total)

4.1.3 – PEPRA

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

- PEPRA rate
- 1959 Survivor – Level 4
- Credit for Military Service Prior to Employment
- Three (3) year average benefit
- Sick Leave Credit

4.1.4 – **Employer** will pay no portion of the member contribution which shall solely be paid by the employee.

SECTION 5 – INSURANCES

Section 5.1 – Medical Coverage

5.1.1 – The **Employer** provides medical coverage and insurance through CalPERS (District Health Care Plan or DHCP) and contracts for supplemental benefits with FRMS for vision, dental, and supplemental life coverage. The monthly Employer Paid Portion ("EPP") for medical insurance is

set at $260.00 plus 90% of the average base cost of coverage options (Employee, Employee +1, Employee +2 or more) in the CalPERS Health Region 2 HMO plans, calculated annually after excluding the highest- and lowest-cost plans. Employees may apply the EPP toward any CalPERS health plan for which the employee and **Employer** is eligible and any applicable supplemental insurance coverage. If the monthly premiums for the DHCP and supplemental insurance coverage exceed the EPP, the affected employee will be responsible for the difference.

5.1.2 – Any unused premium amount from the EPP will be deposited into the employee's Health Reimbursement Arrangement account as defined in Section 9 of this MOU.

5.1.3 – During any time that an employee is covered by the Long-Term Disability Insurance Benefit Plan (LTD), under Section 5.4, **Employer** agrees to pay 90% of the medical coverage for the employee up to the maximum benefit period under the LTD.

5.1.4 –If an eligible employee opts out of the medical coverage provided for in Section 5.1.1, the **Employer** will provide a capped rate of $1005.00 per month, minus any dental, vision, or supplemental life premiums that the employee elects to enroll in. Any unused premium amount shall be transferred to the employee's HRA to be utilized per the provision in Section 9 of this MOU. No employee shall opt out of the **Employer's** health care plan unless they provide proof, satisfactory to the **Employer**, that the employee and all other members of the employee's tax family are enrolled in minimum essential coverage through another source.

Section 5.2 – Life Insurance

The **Employer** shall provide one-hundred fifty thousand ($150,000) dollars in term life insurance protection for each member of the bargaining unit.

Section 5.3 – Long-Term Disability Insurance

The **Employer** shall obtain and pay for a Long-Term Disability (LTD) plan.

SECTION 6 – GRIEVANCES

Section 6.1 - Definition

A grievance or dispute is defined as an alleged violation of the express provisions of this **MOU** 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 **MOU**, 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.

Section 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 the specified time limits shall be null and void.

1. A written statement of grievance shall identify the specific provision or provisions of this **MOU** alleged to have been violated. Also, a statement of grievance shall set forth specific factual information which gives rise to the filing of the grievance.
2. Time limits provided herein may be extended through mutual written consent of the parties.
3. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of Employer funds shall be subject to the written approval of the Fire Chief.
4. Parties to the grievance procedure shall be entitled to have a representative to act on his/her behalf at each step of the grievance procedure. Each party shall bear the cost of their own representative.

Section 6.3 – Procedures

The parties shall attempt to adjust all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief.

1. If the parties are unable to adjust the grievance on an informal basis, the grievant shall file the grievance in writing with his/her immediate supervisor (Captain). The Fire Chief shall be served a copy of the written grievance at the time such grievance is filed with the grievant's immediate supervisor.
2. If the grievance has not been settled within seven (7) working days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for adjustment, if requested by either party. The Fire Chief and the grievant and his/her representative shall meet in an attempt to resolve the grievance within seven (7) days of the filing of the grievance with the Fire Chief. The Fire Chief shall provide the grievant and his/her representative with a written statement regarding the grievance.
3. If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, he/she shall submit the written grievance to the Board of Directors for adjustment and/or decision. In order to be effective, the grievant's appeal to the Board of Directors regarding the grievance must be filed with the Board of Directors no later than five (5) days from the date on which the Fire Chief rendered his/her written decision. All written materials and rationale which are to be submitted by the grievant to the Board of Directors shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors. Any such appeal shall be considered by the Board of Directors within sixty (60) days of the filing of the appeal.

Both the grievant and his/her representative and the Fire Chief shall be given an opportunity to argue their position on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant and representative and the Fire Chief shall be

notified in writing of the Board's decision on the grievance within sixty (60) days of the close of argument, if argument is requested, or sixty (60) days of appeal if no argument is requested.

SECTION 7 – VACANCIES/PROMOTIONS/PERSONNEL REDUCTION/LATERAL EMPLOYEES

Section 7.1 – Vacancies/Promotions

7.1.1 – Vacancies shall be filled from a promotional list of qualified people. When, because of lack of time in grade or inability to otherwise qualify because 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 will be required to have a paramedic license.

Section 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 the 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 7.3 – Lateral Employees

7.3.1 – Definition of Lateral Employee

a. A newly appointed employee shall be classified as a lateral hire under this Section if, within sixty (60) calendar days immediately preceding the date of appointment by the **Employer**, the employee was actively employed as a professional firefighter with a fire agency located within San Diego County, at a rank equivalent to or higher than the rank to which the employee is being appointed.
b. In order to qualify for lateral hire status, the employee must have successfully completed any required probationary period with the prior employing agency and must have separated from that agency in good standing. At the time of separation, the employee shall have no pending disciplinary investigation, disciplinary action, or disciplinary proceeding of any kind.

7.3.2 – Salary Step Placement

a. A lateral employee shall be placed at the salary step that most closely corresponds to their verified years of full-time service in the same classification. Only service that is continuous and completed in good standing shall be credited toward step placement.
b. In no event shall salary step placement exceed the top step of the established salary range for the applicable classification.

c. The **Employer** retains sole discretion to evaluate and determine whether prior experience qualified as substantially similar, based on a review of the scope of duties, required certifications, and assigned responsibilities associated with the prior classification.

7.3.3 – Verification of Service - The employee shall bear the responsibility of providing satisfactory documentation to verify all prior employment upon which lateral placement is based. Such documentation shall include, at a minimum, the classification held, the employing agency, the dates of service, and the employee's separation status. Failure to provide complete and satisfactory documentation may result in placement at the first step of the applicable salary range pending verification, or disqualification from lateral status.

7.3.4 – Probationary Period - Advancement to an accelerated salary step pursuant to this Section shall not waive, reduce, or otherwise modify the probationary period applicable to the classification. All lateral employees shall serve the full probationary period as established by this Memorandum of Understanding and shall be subject to all terms and conditions applicable to probationary employees during that period.

7.3.5 – One-Time Salary Step True-Up for Employees Hired After July 1, 2025

a. On July 1, 2026, the District shall conduct a one-time review of verified full-time years of service for all employees hired after July 1, 2025 (the "True-Up"). The purpose of the True-Up is to ensure that each affected employee's salary step placement accurately reflects their verified years of service within the adopted salary schedule.
b. Following completion of the True-Up, the District shall place each affected employee at the salary step within the adopted salary schedule that appropriately reflects the employee's verified years of service as of July 1, 2026. Any resulting step adjustment shall be effective July 1, 2026.
c. All step adjustments arising from the True-Up shall be prospective only. The True-Up shall not constitute, nor be construed to create any entitlement to retroactive compensation of any kind.

SECTION 8 – MISCELLANEOUS

Section 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 Employer has supplied or in the case of new employees will supply employee with five (5) regulation uniform shirts, one (1) regulation uniform pant, four (4) duty pants of **Employer's** choosing. **Employer** will replace each piece of uniform as it becomes necessary, as

determined by the Fire Chief. It is understood that employees 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.

Section 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 **Employer** or Safety Office on a quarterly basis to ensure proper maintenance and replacement.

Section 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 of Directors by the employee. Failure to meet the minimum standards will be cause for termination.

Section 8.4 – Paramedic

8.4.1 – The Employer 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).

Section 8.5 – Cross Staffing

8.5.1 – The **Union** agrees that **Employer** may enter into one or more agreements which provide that employees of the **Employer** may cross staff equipment with other agencies. **Union** agrees that such cross-staffing agreements are within the discretion of the **Employer** and shall not constitute a meet and confer issue.

8.5.2 – All employees of the **Employer** utilized in the cross-staffing shall remain employees of **Employer** and shall at all times be subject to the direction, supervision and control of **Employer** and enjoy all benefits under this **MOU**.

8.5.3 – As to equipment housed at **Employer**, 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 **Employer** but shall otherwise retain all rights they may have as to wages, hours, and working conditions for the department for which they are assigned.

8.5.4 – As to equipment housed outside the **Employer**, it is agreed that personnel will adhere to and abide by the rules and regulations where the equipment is housed but shall otherwise retain all rights they may have as to wages, hours, and working conditions for **Employer**.

Section 8.6 – Personal Property

8.6.1 – Employees may submit to the **Employer** for reimbursement claims for damage or loss of personal property which loss or damage occurred during working hours and was related to the employee's 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).

Section 8.7 – Defined Contribution Plan

8.7.1 – **Employer** shall offer all employees a 457(b) plan.

8.7.2 – **Employer** shall offer all employees a 401(a) plan. If employees make a minimum deposit of two-hundred dollars ($200.00) per month into the 457(b) plan, then the **Employer** will also contribute 5% of that amount up to a maximum contribution of $1000.00 per year in the 401(a) plan.

Section 8.8 – Fiscal Emergency

8.8.1 – In addition to any other provision of this **MOU**, in the event the Board of Directors of **Employer** 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".

SECTION 9 – VEBA HEALTH REIMBURSEMENT ARRANGEMENT (VEBA HRA)

9.1 – Establishment of Plan – The Employer agrees to establish and maintain a Health Reimbursement Arrangement (HRA) plan through a Voluntary Employees' Beneficiary Association (VEBA) trust, in accordance with Internal Revenue Code Sections 501(c)(9), 105(b), and 106. The VEBA HRA shall be administered by a third-party administrator selected by the Employer, subject to applicable law.

9.2 – Purpose – The purpose of the VEBA HRA is to provide eligible employees with a tax-advantaged mechanism to reimburse qualified medical expenses, including but not limited to post-employment healthcare costs, in accordance with IRS regulations.

9.3 – Employer Contributions – The Employer shall make contributions to the VEBA HRA on behalf of eligible employees as follows:

9.3a – The Employer shall contribute $25.00 per employee per month ($12.50 per pay period).

9.3b – For eligible employees who qualify under Section 5.1.4 of this MOU, Employer will contribute $1005.00 per month ($502.50 per pay period).

9.3c – Any unused premium amount as described in Section 5.1.2.

All contributions shall be made on a pre-tax basis and shall not be considered wages for purposes of overtime, pensionable compensation, or any other compensation-based benefit unless otherwise required by law.

9.4 – Employee Eligibility – Employees eligible to participate in the VEBA HRA shall include:

9.4a – All full-time, regular employees represented by the Union

Eligibility for post-employment access to VEBA funds shall be subject to the plan document's provisions, including separation-from-service requirements.

9.5 – Permissible Use of Funds – Funds in the VEBA HRA may be used solely for reimbursement of qualified medical expenses as defined under Section 213(d) of the Internal Revenue Code, including:

- Health insurance premiums (including retiree coverage)
- Medicare premiums
- Deductibles, copayments, and coinsurance
- Other eligible healthcare expenses as permitted by law

Reimbursements shall be made in accordance with the VEBA plan document and applicable IRS regulations.

9.6 – Vesting – All Employer contributions to the VEBA HRA shall be fully vested upon contribution.

9.7 – Administration – The VEBA HRA shall be administered by a qualified third-party administrator. The Employer retains authority to:

- Select and change the administrator
- Amend the plan as necessary to maintain compliance with federal and state law
- Establish administrative procedures consistent with the plan document

The Employer shall provide employees with access to plan documents and summary plan descriptions.

9.8 – Compliance with Law – The VEBA HRA is intended to comply with all applicable provisions of the Internal Revenue Code, the Affordable Care Act (ACA), and other federal and state laws. If any provision of this section is found to be non-compliant, the parties agree to meet and confer to modify the language to ensure compliance while maintaining the original intent.

9.9 – No Guarantee of Tax Treatment – The Employer makes no representation or guarantee regarding the tax consequences of VEBA HRA participation. Employees are encouraged to consult their own tax advisors regarding individual circumstances.

9.10 – Non-PERSable Compensation - All contributions made by the Employer to the VEBA HRA are expressly intended to be non-pensionable and shall not be reported as compensation earnable to the California Public Employees' Retirement System (CalPERS), consistent with California Government Code §§ 20022 and 20636 and applicable CalPERS guidance on what constitutes "compensation earnable."

9.11 – No Cash Out Provision – Under no circumstances shall VEBA HRA funds be paid as cash compensation or be made available in any manner that would constitute constructive receipt of taxable income, in accordance with IRC § 106 and Treasury Regulation § 1.106-1, which provide that employer contributions to an accident or health plan are excludable from gross income only when they cannot be received as cash or other taxable benefit.

9.12 – Plan Document Supremacy - In the event of any conflict between the language of this MOU and the VEBA HRA plan document, the plan document shall govern for purposes of tax compliance, benefit administration, and claims processing. The Employer shall maintain a written plan document at all times and shall make it available to employees upon request.

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

President — Date: 5/19/26

Secretary — Date: 5/19/26

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2638

President — Date: 5-21-26

Vice President — Date: 5/19/2026

APPENDIX "A" – WAGES

		CURRENT	*7%*	*6%*
STEP	TIME	FY25/26	FY26/27	FY 27/28
FIREFIGHTER				
1	0 - 12 months	98,039.21	104,901.96	111,196.07
2	12 - 24 months	103,199.17	110,423.11	117,048.50
3	24 - 36 months	108,630.77	116,234.85	123,208.95
4	36 - 48 months	114,348.11	122,352.48	129,693.63
FIREFIGHTER/PARAMEDIC				
1	0 - 12 months	98,039.21	104,901.95	111,196.07
2	12 - 24 months	103,199.17	110,423.11	117,048.50
3	24 - 36 months	108,630.77	116,234.85	123,208.95
4	36 - 48 months	114,348.11	122,352.48	129,693.62
5	48+ months	120,366.43	128,792.08	136,519.60
ENGINEER				
1	0 - 12 months	114,676.82	122,704.20	130,066.45
2	12 - 24 months	117,302.86	125,514.06	133,044.90
3	24 - 36 months	119,478.50	127,842.00	135,512.51
4	36 - 48 months	121,753.50	130,276.25	138,092.82
ENGINEER/PARAMEDIC				
1	0 - 12 months	123,025.22	131,636.99	139,535.20
2	12 - 24 months	125,595.10	134,386.76	142,449.96
3	24 - 36 months	127,826.90	136,774.78	144,981.27
4	36 - 48 months	130,728.12	139,879.09	148,271.83
CAPTAIN				
1	0 - 12 months	129,628.77	138,702.78	147,024.95
2	12 - 24 months	133,084.94	142,400.89	150,944.94
3	24 - 36 months	136,543.10	146,101.12	154,867.18
4	36 - 48 months	140,680.80	150,528.46	159,560.16
CAPTAIN/PARAMEDIC				
1	0 - 12 months	138,059.25	147,723.40	156,586.80
2	12 - 24 months	141,517.58	151,423.81	160,509.24
3	24 - 36 months	144,971.42	155,119.42	164,426.58
4	36 - 48 months	148,430.88	158,821.04	168,350.30

APPENDIX "B" – LONGEVITY/CERTIFICATION COURSES/CLASSES

CERTIFICATION	COURSES/CLASSES	% OF BASE PAY
WILDLAND SPECIALIST	*All of the following are required:*	1.0%
	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	
RESCUE SPECIALIST	*4 of the following are required:*	1.0%
	CSFM Rope Rescue Awareness/Operations*	
	CSFM River and Flood Rescue Technician or equivalent	
	CSFM Trench Rescue Technician	
	CSFM Confined Space Technician	
	CSFM Auto Extrication	
	CSFM Structural Collapse (RS2 meets this requirement)	

*(*the combination of LARRO/RS1 meet this requirement)*