

LOCAL 1434/SMCFPD TENTATIVE AGREEMENT
for the period of
January 1, 2023, through December 31, 2024


Subject to Local 1434 Bargaining Unit ratification and approval by the San Miguel Consolidated Fire Protection District Board of Directors, the parties have tentatively agreed to a new Collective Bargaining Agreement ("Agreement" or "MOU"), which includes the following:

I. Term

Unless otherwise specified as being retroactive, the provisions of the attached Memorandum of Understanding shall be effective upon District Board approval and shall remain in effect through December 31, 2024.

Dated: 2/8/2023

San Miguel Consolidated Fire Protection District

By: 

Jesse A. Robles
President, Board of Directors

Dated: 2/8/2023

San Miguel Firefighters Local 1434

By: 

Mike Hays, President



***Memorandum of Understanding
Between
San Miguel Firefighters Local 1434
and the San Miguel Consolidated
Fire Protection District***

***Period of
January 1, 2023, through December 31, 2024***

Preamble

This Agreement is entered into by and between the San Miguel Consolidated Fire Protection District, hereinafter referred to as "District", and the Association of San Miguel Fire Fighters Local 1434, hereinafter referred to as "Local 1434".

This Agreement is entered into pursuant to Government Code Section 3500-3510 and has been jointly prepared by the duly appointed representatives of the District and Local 1434.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and Local 1434, to provide for equitable and peaceful adjustment of differences that 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 terms and conditions of employment of the employees represented by Local 1434, have freely exchanged information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to employment conditions and employee/employer relations of such employees.

Local 1434 would like to recognize that on July 12, 2017, San Miguel Fire & Rescue returned to a stand-alone fire department.

Article 1 - Recognition

- 1.1 The District recognizes Local 1434 as the "meet and confer" representative for represented employees of the District involved in fire suppression. This Agreement shall be applicable to the Captain, Engineer, Firefighter and Firefighter/Paramedic classifications. This agreement shall not apply to any other classifications within the District including any substitute or temporary employees. On January 1, 2022, the Captain/Paramedic and Engineer/Paramedic classifications were added.
- 1.2 The Job Classification Profiles for the classifications set forth in this Article are attached as Exhibit E. The District continues to reserve the Management Right to modify the job qualifications set forth in the Job Classification Profiles prospectively during the term of this MOU.

Article 2 - Management Rights

- 2.1 The District, 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 federal, state, and local laws and ordinances, the Constitution of the State of California, and the Constitution of the United States, including, but without limitation, the rights:
 - A. To determine and administer District policies, procedures, rules, and regulations.

- B. Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions of their layoff, dismissal, or demotion, and to promote and to transfer all employees.
- C. To determine District programs.
- D. To build, move or modify District facilities.
- E. To develop and administer the District budget. To determine methods of raising revenue.
- F. To take action on any matter in the event of an emergency.
- G. 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 and experimental and pilot investigation of new fire science programs.

2.2 Employees may be assigned District owned vehicles, lockers, desks, cabinets, and cases for the mutual convenience of the District and its personnel. All personnel are admonished that the retention of personal items in such vehicles, containers or facilities is at the risk of the employee and the District will not be responsible for any losses other than as specified in the Policy regarding Reimbursement for Lost, Stolen, or Damaged Personal Property in Appendix B. Such equipment is subject to entry and inspection for probable cause without notice, even if the employee has placed a personally owned lock on District property. Personal items found inside District lockers, desks, or vehicles may not be opened for inspection, i.e., briefcases, boxes, envelopes, etc. Upon conclusion of the inspection, the employee shall be notified in writing that an inspection was conducted.

2.3 It shall be the policy of the District to conduct the searches herein identified in the presence of two Chief Officers and one Union representative. The search may be conducted in the presence of the individual who is assigned responsibility for said property.

2.4 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 only 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 law.

Article 3 - Term of Agreement

3.1 This Memorandum of Understanding shall be effective upon District Board of Directors and Local 1434 approval and shall remain in effect through December 31, 2024.

Article 4 - Effect of Agreement

- 4.1 The provisions of this Agreement, together with those wages, hours and other terms and conditions of employment in existence prior to this Agreement that are not changed by this Agreement, shall constitute the wages, hours, terms, and conditions of employment for the employees during the term of this Agreement. Terms of Agreement shall be good for the duration of the Agreement, except for salary and benefits. During the term of this Agreement, any item concerning salary and benefits provided hereunder shall remain in effect unless the parties jointly agree to revise the same through a written modification.

Article 5 - Rules and Regulations

- 5.1 Local 1434 agrees that all its members shall comply with all District policies, procedures, rules and regulations, including those relating to conduct and work performance.
- 5.2 Attached as Exhibit B are provisions that were previously contained in the MOU between Local 1434 and the District but are now included in the District's Policy and Procedure Manual. The provisions of these policies, as contained in Exhibit B, are incorporated into the MOU between the parties by reference.

Article 6 - Hours of Employment

- 6.1 The normal work week for Fire Suppression Personnel averaged over a one-year period, shall be 56 hours. The schedule shall consist of a system of three platoons, 4's and 6's (based on a 24-day work cycle). The work cycle is defined as follows:

Four shifts (24 hours on, 24 hours off) Four consecutive days
off; Four shifts (24 hours on, 24 hours off) Six consecutive days
off

- 6.2 Personnel may be assigned to a 40-hour, Monday through Friday, Administrative Assignment, to accomplish needed work for the District. The terms and conditions of assignment to such workweek shall be mutually agreed upon between the employee, Local 1434, and management. Administrative assignments for Local 1434 personnel which are for a greater than one-month period shall include a 10% Administrative Assignment pay increase for the length of the assignment.
- 6.3 Local 1434 represented employees assigned to Administration shall be assigned to a Monday through Friday 40-hour workweek. Flexible schedules may be used upon mutual agreement between the employee and management.

Article 7- Employee Salaries

- 7.1 Effective January 1, 2023, the annual salary schedules shall be increased by 3.75%. The salary schedule for employees is set out and attached hereto as Exhibit A. Salaries are calculated based upon monthly salary to the nearest whole dollar. All salaries will be paid to the employees through direct deposit on a semi-monthly basis paid on the 15th and the last day of the month.
- 7.2 Effective January 1, 2024, the annual salary schedule shall be increased by a percentage as determined by the District's Property Tax Tool explained in Exhibit D. This Salary increase shall be a minimum of 2% and a maximum of 6%.

Article 8 - Employee Benefits

- 8.1 Any Local 1434 member currently employed as of the date of the adoption of this Agreement who was assigned to an operations position during the period of March 2020 and the date of the adoption of this Agreement shall receive a COVID hazard pay stipend as a one-time, off-schedule payment in the amount of Seven Thousand Dollars (\$7,000). This stipend is not reportable to CalPERS.

Article 9 - Overtime Compensation

- 9.1 The District shall comply with the Fair Labor Standards Act (FLSA) as amended and as it applies to the fire service.
- 9.2 The San Miguel Fire District has adopted the 207(k) exemption and a 24-day work period for all Fire Suppression Personnel. Overtime at the rate of one-and-one half (1 ½) times the regular compensation rate shall be paid for hours worked over 182 during a 24-day work period for 56- hour employees, and hours worked over 40 during a 7-day work period for 40-hour employees. Approved leave time will be considered as hours worked for the purposes of FLSA overtime calculation.
- 9.3 Every full-time employee shall be eligible for overtime pay. Overtime includes all overtime worked to fill normal positions, whether a full or partial shift. Voluntary overtime begins when the employee reports to the work location where the position is being filled. Employees working overtime shall be paid their hourly native rate for the position they are filling. Employees reporting for approved overtime shall be paid a minimum of two hours.

Article 10 - First Responder and Paramedic Terms and Conditions

Effective January 1, 2023

- 10.1 The minimum first responder standard for all classifications covered by this Agreement shall be EMT (Emergency Medical Technician). For all positions classified as Paramedic the minimum first responder standard shall be Paramedic.
- 10.2 The District shall provide on-duty time for continuing education and the necessary materials and instructors for employees to maintain their EMT or Paramedic standard once achieved. Employees missing scheduled training must make up such training on their own time. Employees failing District provided EMT recertification shall obtain such recertification on their own time and at their own expense. The District shall reimburse all Firefighter Paramedics for the cost of Paramedic licensure and EMT County Accreditation.
- 10.3 Any employee in a Paramedic classification will be required to notify the District within 48 hours of any action against their Paramedic license. Those employees classified as Firefighter Paramedics, Engineer Paramedics, and Captain Paramedics shall maintain their certification as a minimum job requirement until separation. All paramedic classifications hired after January 1, 2022, will be required to maintain their license as a minimum job requirement until separation. Engineer Paramedics and Captain Paramedics may be required to serve as Paramedic Record as necessary.
- 10.4 Current Safety Employees above the rank of Firefighter Paramedic who are licensed Paramedics and do not wish to be classified as Paramedics, shall notify their supervisor, and submit a written, signed letter officially requesting cancellation of their Paramedic classification by December 1, 2021. Included with this letter will be evidence of a minimum of EMT certification, as per Article 9.1.
- 10.5 Employees who have requested and properly submitted their official request to not be classified as Paramedics, shall not be permitted to re-enter the classification of Paramedic unless mutually agreed upon by the Fire Chief and the employee requesting reinstatement. Engineers and Captains who later obtain a Paramedic license may petition the Fire Chief to be admitted into the Paramedic Classification subject to meeting District policies and standards for Paramedics.

Article 11 - Personal Exposure Record

- 11.1 The District shall fund the cost of the California Target Solutions Personal Exposure Record for each employee.

Article 12 - Insurance Benefits

12.1 Employees originally hired before November 1, 2011:

Beginning January 1, 2012, Medical benefits will be capped at the 2011 rates of Kaiser San Diego for employees for each employee dependent status (see below). The District will pay up to the 2011 Kaiser San Diego rate plus 50% of any increase above the 2011 Kaiser San Diego rate for each employee dependent status (Single, Two Party and Family). Employees will be responsible for paying the remaining 50% of any increase above the 2011 Kaiser San Diego rate. Employees who participate in a more expensive plan than Kaiser San Diego will also be responsible for the difference between that plan and the District contribution specified above.

Single= \$477.95
Two-Party = \$955.90
Family = \$1,242.67

Attached as Exhibit C is a list of current Local 1434 employees who were hired before November 1, 2011, that are entitled to this retiree medical benefit. The parties agree that benefit is a vested benefit for these employees that may not be reduced or subject to removal in future negotiations, collective bargaining, or imposition. This provision only relates to the District contribution towards retiree medical benefits allowable by law and in no way relates to or promises anything related to Medicare/MediCal benefits.

12.2 Employees hired after November 1, 2011:

The District will make the following contributions to employee medical premiums; employees will be responsible for any additional premium amounts:

Effective January 1, 2023:

Single = \$600
Two-Party= \$1,200
Family= \$1,550

Effective January 1, 2024:

Single = \$625
Two-Party= \$1,250
Family= \$1,600

12.3 Retirees: Any employee hired after November 1, 2011, who is employed by the District at the time of CalPERS retirement, the District will pay a fixed amount towards the employee's retiree health coverage and coverage on behalf of the retiree's spouse and dependents based on the existing minimum employer contribution for health benefits set forth in California Government Code section 22892(b). The retiree will be responsible for the additional amount.

A cafeteria plan (current employees) and/or Health Reimbursement Account (retirees) has been established for all employees hired before November 1, 2011, in order to account for any difference between the contributions made on behalf of the two tiers.

12.4 Dental Insurance:
The District shall pay up to \$80.75 monthly per employee for dental coverage provided by Delta Dental PPO or HMO coverage.

12.5 Vision Insurance:
The District shall pay up to \$10 monthly per employee for vision coverage.

Article 13 - Retirement Benefits

13.1 The retirement benefits for the employees covered by this Agreement are as specified in the current contract with the California Public Employees' Retirement System (CalPERS). Said contract shall form part of and be subject to all provisions of this Agreement.

13.2 Employees shall pay the 9% members contribution. Local 1434's retirement formula is 3% @ 55; unless the employee was hired on or after January 1, 2013 and is considered a "new employee" under the provisions of the California Public Employee's Pension Reform Act ("PEPRA"), then their formula is 2.7% @ 57 and their member contribution shall be in accordance with PEPRA.

Article 14 - Uniform Allowance

14.1 All protective clothing and/or protective devices required of employees in the performance of their duties shall be furnished and maintained by the District, without cost to the employees, in accordance with State law and CAL-OSHA regulations. All footwear, with the exception of turnout boots, is not considered protective devices for the purposes of this provision, although such footwear shall still meet any applicable safety standards.

14.2 Personnel shall be allotted the sum of \$700 per year as a uniform allowance for the purchase, alteration, maintenance, and replacement of the Class "B" (work) uniform, cleaning and replacement of the Class "A" (dress) uniform, and all footwear except turnout boots.

14.3 The uniform allowance shall be paid directly to eligible employees in the first pay period of July each year.

14.4 The minimum amounts of uniform items in good repair maintained by each employee shall be established by District policy. Periodic uniform inspections shall be conducted by management to ensure compliance with developed policy.

Article 15 - Education Reimbursement

- 15.1 The District shall provide education reimbursement according to the following schedule and requirements:

Employees pursuing a degree shall present the District with a degree completion plan that includes a list of the courses the employee needs in order to achieve a degree. Education reimbursement shall then be authorized in accordance with the employee's plan. The employee must successfully complete college courses with a minimum letter grade of C. Costs eligible for reimbursement of college courses includes tuition and the net cost of books. Employees may update their course list consistent with any new requirements for degree completion. Such new requirements shall be provided in writing by the school the employee is attending.

- 15.2 Courses specifically related to State certification in an employee's classification or line of promotion, classes in basic computer skills, Spanish as a second language, and technical classes/seminars can be eligible for education reimbursement.
- 15.3 Approved conferences that offer continuing education units (CEU's) are eligible for education reimbursement. Costs eligible for reimbursement for these classes, seminars, or certifications include tuition or registration fees, books and reasonable travel expenses including lodging, airfare, and meals.
- 15.4 Classes or seminars available on a local basis must be taken locally to be reimbursable. Reimbursement for attendance at all of these types of classes or seminars must be approved.
- 15.5 A progressive scale of education reimbursement funds shall be allotted per fiscal year based on units successfully completed as follows:

\$1,000 = 0 units up to AA/AS
\$1,250 = AA/AS up to BA/BS
\$1,500 = BA/BS achieved

Proof of class completion is required before fund disbursement.

Article 16 - Annual Leave

- 16.1 Annual Leave Earn Rates:

Year of Service	56-Hour Employees	40-Hour Employees
0-5	13.00 hours per month	10.00 hours per month
6-10	17.00 hours per month	13.34 hours per month
11-15	20.00 hours per month	16.67 hours per month
16-20	22.00 hours per month	16.67 hours per month
21 & Up	24.00 hours per month	16.67 hours per month

Employees begin earning the higher rate the month after the threshold year of service (i.e., five years and one day = 17.00 hour per month earn rate).

Years of service for Annual Leave accrual shall be based on documented CalPERS paid service as a full-time firefighter. In lieu of CalPERS service, paid service as a full-time firefighter from a fire department that responds to 9-1-1 calls will qualify as credit towards years of service.

Documentation will be validated through a reference check process.

- 16.2 All annual leave is to be charged on an hour-for-hour basis to the nearest half hour consistent with the "Time Reporting and Use of Leave Credits" policy attached to this MOU in Exhibit B. No employee may accumulate more annual leave hours than he/she would in a two-year period. Excess annual leave (over the two-year maximum balance) will be compensated in cash. The cash out shall occur only once a year in December. The cash-out ratio for Annual Leave shall be at a ratio of 1:1 (1 hour of annual leave= 1 hour of pay) at the employee's current rate of pay.
- 16.3 56-hour employees may not take more than eight shifts off at any one time on their first choice of annual leave. 40-hour employees may not take more than four weeks off at any one time on their first choice of annual leave. Employees who are moving from a 56-hour suppression schedule into a 40-hour administrative schedule, will use leave based on a conversation to a 40- hour leave schedule (LEAVE DIVIDED BY 56 HOURS TIMES 40 HOURS). Once the employee goes back to a 56-hour suppression schedule, the leave will be converted back to their normal leave rates (LEAVE DIVIDED BY 40 HOURS TIMES 56 HOURS).

Article 17 - Sick Leave

- 17.1 Employees working a 56-hour duty week earn 12 hours of sick leave per month with a maximum carryover of 1,456 hours.
- 17.2 Employees working a 40-hour work week earn 8 hours of sick leave per month with a maximum carryover of 1,056 hours.
- 17.3 Sick leave is to be charged at the rate of hour-for-hour to the nearest half hour consistent with Article 10.
- 17.4 Upon separation (retirement only), the District shall convert 50% of sick leave hours to cash, up to a total of \$6,000.
- 17.5 The District may require a doctor's note for any sick leave usage in excess of three (3) consecutive sick absences.

Article 18 - Grievance Procedure

- 18.1 Purpose: The purpose and objectives of the grievance procedure are to:

- A. Assure just treatment of all employees and promote harmonious relations among employees, supervisors, and management.
- B. Encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the supervisory levels where necessary.
- C. Resolve grievances as quickly as possible and correct, if possible, the cause of grievances, thereby reducing the number of grievances and future similar complaints.

18.2 Definitions: For the purpose of this grievance procedure, the following definitions shall apply:

- A. Board of Directors - The Board of Directors of the San Miguel Consolidated Fire Protection District.
- B. District - The San Miguel Consolidated Fire Protection District.
- C. Employee - An employee of the District.
- D. Employee Representative - An individual who appears on behalf of the employee.
- E. Fire Chief - The Chief Executive Officer and administrative head of the District.
- F. Grievance - A complaint of an employee or a group of employees arising out of the application or interpretation of the express provisions of this Agreement or existing rules, regulations, policies and/or procedures which come under the control of the Fire Chief, and which relates to terms and conditions of employment.
- G. Immediate Supervisor - The individual, who assigns, reviews and/or directs the work of an employee.
- H. Superior - The individual to whom an immediate supervisor reports.

18.3 Reviewable and Non-Reviewable Grievances

- A. To be reviewable under this procedure, a grievance must:
 - 1. Concern matters or incidents that have occurred.
 - 2. Result from an act or omission by management regarding working conditions or other aspects of employer/employee relations over which the Fire Chief has control.
 - 3. Arise out of a specific situation or act(s), complained of as being improper, which result in inequity or damage to the employee.
 - 4. Specify the relief sought, which relief must be within the power of the Fire Chief to grant in whole or in part.

B. A grievance is not reviewable under this procedure if it is a matter which:

1. Is reviewable under, or is subject to some other administrative policy and procedure, or personnel rules and regulations of the District, such as:
 - a. Application for changes in title, job classification or salary.
 - b. Appeals from formal disciplinary proceedings.
 - c. Appeals arising from termination of employment during probationary period.
2. Would require a change in prevailing ordinances or resolutions, or to circumvent existing avenues of relief where appeal procedures have been prescribed.
3. Relates to the District's group insurance or retirement programs.
4. Relates to the "meet and confer" process or any impasse resulting there from.

18.4 Special Provisions of the Grievance Procedure

- A. Initiation: Grievances may be initiated only by the employee or employees concerned and may not be pursued without his/her/their consent and active participation.
- B. Procedure for Presentation: In presenting a grievance, the employee shall follow the procedure and the sequence outlined in Article 18.5.
- C. Prescribed Form: The grievance shall be submitted in writing on the form prescribed by the District for this purpose. Supervisors shall maintain an adequate supply of such forms.
- D. Statement of Grievance: The grievance shall contain a statement of:
 1. The specific situation, act or acts complained of as violations of this Agreement or written rules, regulations, policies, or procedures.
 2. The damage suffered by the employee as a result of the specific situation or act(s).
 3. The relief sought.
- E. Employee Representative: The employee may represent himself/herself or may choose someone to represent him/her at any step in the procedure. No person hearing a grievance need recognize more than one representative for any employee at any one time, unless so desired.

- F. Grievance Processing: A grievance may be discussed and processed on duty. In addition, overtime or additional compensation shall be allowed if the proceedings extend beyond the employee's or the employee representative's workday or workweek. The employee and the employee representative shall cooperate with the District in such a manner as to minimize the interference with normal operations of the District.
- G. Extension of Time: The time limits within which action must be taken or a decision made, as specified in this procedure, may be extended by mutual written consent of the parties involved, or during periods of emergency. A statement of the duration of such extension of time must be signed by both parties involved at the step to be extended.
- H. Consolidation of Grievances: If the grievance involves a group of employees, or if a number of employees file separate grievances on the same matter, the grievances shall, whenever possible, be handled as a single grievance.
- I. Settlement: Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if the grieving party fails to present the matter to a higher authority within the prescribed period of time.
- J. Reprisal: The grievance procedure is intended to assure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal provided the provisions of this grievance procedure are observed.
- K. The grievance must be presented to the party who is to hear the grievance prior to 0900 hours (9:00 a.m.) if that day or shift is to be considered a part of the time frame.
- L. When dealing with more than one member with the same grievance, the Union shall be allowed to file an Organizational Grievance. The first step shall be at the Fire Chiefs level.

18.5 Grievance Procedure

The following procedure shall be followed by an employee submitting a grievance:

Step One - Discussion with Supervisor: The employee shall orally present his/her grievance to his/her immediate supervisor within two consecutive working shifts following the event(s) on which the grievance is based. Within two consecutive working shifts, the supervisor shall orally give his/her decision to the employee.

Step Two - Written Grievance to Superior: If the employee and supervisor cannot reach an agreement as to a solution to the grievance, or the employee has not received a decision within the two consecutive working shifts limit, the employee may, within two consecutive working shifts, present his/her grievance, in writing, to his/her supervisor who shall endorse his/her comments thereon and present it to his/her superior within two consecutive working shifts. The superior shall hear the grievance and give his/her written decision to the employee within two consecutive working shifts after receiving the grievance.

Step Three - Grievance to Fire Chief: If the employee and the superior cannot reach an agreement as to a solution to the grievance, or the employee has not received a decision from the superior within the two consecutive working shifts limit, the employee may, within two consecutive working shifts, present his/her grievance, in writing, to his/her superior who shall endorse his/her comments thereon and present it to the Fire Chief within one shift. The Fire Chief shall hear the grievance and give his/her written decision to the employee within five calendar days after receiving the grievance.

Step Four - Grievance to the Board of Directors: If the employee is not satisfied with the decision of the Fire Chief, he/she may, within four consecutive working shifts, appeal, in writing, to the Board of Directors. The appeal shall be presented to the Fire Chief, who shall present it to the Board of Directors at the next regular meeting. Said Board shall render a final decision within 30 calendar days after receipt of the appeal.

Article 19 - Union Business

- 19.1 Employees, on a voluntary basis, may donate up to 24 hours of annual leave, to provide time for their officers to conduct Union business.
- 19.2 Employees shall notify the Deputy Chief, or a designee, in writing, email acceptable, of the number of hours to be donated to the Union Time Bank. Once donated, all time remains in the bank. The District shall convert all hours donated into a monetary amount equal to the donating employee's hourly rate times the hours donated. The monetary amount necessary to cover the absence of a Union officer using the Union time bank would then be subtracted from the bank as the time is approved and used. The District shall match up to 82 hours of donated time. The monetary value of the District's matching time shall be the average top step hourly rate of all classifications covered by this Agreement. Only Officials of the Union, and those designated by the Union Executive Board, upon approval by the Union President and one other Union officer, shall be permitted to use time from this bank.
- 19.3 The Administrative Officer/Finance Officer shall be responsible to maintain the Union Time Bank. The Union President shall notify the Administrative Officer/Finance Officer regarding use of the Union Time Bank by any Union officer or designee.
- 19.4 All employees covered by this Agreement shall participate in a mandatory mess. Exceptions to this article shall only be allowed for religious, dietary, or medical reasons.

- 19.5 Local 1434, with approval of the Fire Chief or designee, may be granted the use of District facilities during non-work hours for meetings, provided space is available.
- 19.6 Local 1434 dues and other payroll deductions that are properly requested and lawfully permitted and approved by the Fire Chief or designee may be deducted through payroll.
- 19.7 Remittance of the aggregate amount of all dues and other approved deductions made from the salaries of employees covered hereunder shall be made to Local 1434 by the District.

Article 20 - Discrimination

- 20.1 The San Miguel Consolidated Fire Protection District and the San Miguel Fire Fighters Local 1434 shall not discriminate against any employee because of race, color, sex, age, handicap, national origin, political or religious opinions or affiliations.
- 20.2 The District and Local 1434 shall reopen any provision of this Agreement for the purpose of complying with any final order of a federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with state or federal anti-discrimination laws.

Article 21- Provisions of Law

- 21.1 This Agreement is subject to all current and future applicable federal, state, and local laws and regulations of the District. If any part or provision of this Agreement is in conflict or inconsistent with such applicable provisions of federal, state, or local laws and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such a part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Agreement shall not be affected thereby.
- 21.2 If any Article, part, or provision of this Agreement will operate to withhold or prohibit the receipt of any state or federal funds, such Article, part or provision, shall be suspended to the extent that the Article, part or provision, operates to withhold or prohibit the receipt of such funds. In such instance, the District and Local 1434 will immediately meet and confer to discuss alternative proposals submitted by either party.
- 21.3 Should either the federal or state government or both, enact any mandatory wage and/or benefit freeze which would void, suspend or alter any provision or part of this Agreement, the District and Local 1434 agree that at such time as the provisions of the wage and/or benefit freeze are lifted, the affected provisions of this Agreement shall be restored as originally agreed upon retroactively to the date of suspension or alteration insofar as allowable by law. Alternatively, should the parties mutually agree, they may jointly elect to renegotiate any provision voided, suspended or altered by such wage and/or benefit freeze.

Article 22- Renegotiation

- 22.1 In the event either party desires to meet and confer in good faith on the provisions of a successor Agreement, it shall serve upon the other party its written request to commence meeting and conferring in good faith for such successor Agreement. Negotiations shall begin at a time mutually agreeable to the parties.
- 22.2 The District and Local 1434 agree to open negotiations, upon written request, on or about 90 days prior to the expiration of this Agreement.

Article 23 - Impasse Procedures

- 23.1 Impasse Procedures - If after a reasonable period of time, the parties fail to reach an agreement, the parties may agree upon the appointment of a mediator mutually agreeable to the parties. Costs of mediation shall be divided one-half to the District and one-half to Local 1434. The parties will follow the provisions of the Meyers Milias Brown Act regarding impasse procedures in the event the parties reach impasse.

Article 24 - Lodging and Meals During Emergency Incidents & Other Events

- 24.1 Whenever a Local 1434 employee is assigned to an out of District emergency incident for more than 24 hours and remains assigned to the incident, a motel room may be provided for rest periods by the responsible agency, or at the District's expense, for the specific benefit of Local 1434 members whenever logistically feasible and providing this benefit is available to others assigned to that incident.
- 24.2 Meals shall be reimbursed by the District when missed due to emergency activities, training, or other District-related events when meals are not provided by the District or event. Employees shall be reimbursed for the reasonable costs of lodging and meals. The total cost per day for lodging (exclusive of taxes) shall not exceed the IRS hotel per diem rate as listed on the following website (www.gsa.gov/travel/plan-book/per-diem-rate-lookup) or the actual cost of lodging at the hotel where the conference or program is being held, without prior approval of the Fire Chief. Meal per diem is dependent on the city referenced in the above link utilizing the breakdown per meal. Receipts will be required for all reimbursements.

Article 25 - Rest Periods Associated with Return from Strike Team Deployments / Overhead Assignments

- 25.1 Local 1434 Members that have been assigned to out of County assignments (Strike Teams, Task Forces, Overhead Assignments, Single Resource requests or other District approved assignments), who have been on the assignment for more than seven (7) days and who travel more than six (6) consecutive hours returning to District, shall be released from duty upon return to their station. For assignments lasting 10 consecutive days or longer the travel hours requirement is removed. Employees whose regular duty shift is scheduled on the day of the return shall have the option to be released from duty for the remainder of that shift and will receive full compensation for the entire shift.
- 25.2 Employees who are on assignment for 21 days or greater, and return on a regularly scheduled day off, but are scheduled for regular duty the following day, the employee shall have the option to have their regularly scheduled duty day off and receive full compensation and not have to use their own time. However, in the event there is a "critical staffing need" (i.e., unfilled open position or unstaffed fire station), the Fire Chief or designee shall have the ability to exercise discretion in accommodating the employee's option in taking the remainder of the shift off.

Article 26 - Firefighter Procedural Bill of Rights

- 26.1 The following procedures apply to all represented employees and are adopted pursuant to Government Code Section 3254.5 of the California Firefighter Procedural Bill of Rights Act (FBOR) and shall apply to any administrative appeal of a punitive action. Prior to taking punitive action involving discipline, suspension without pay, reduction in pay, demotion or discharge, the employee shall be given notice of the action to be taken, the effective date for such action, the evidence or materials upon which the action is based, and notified of his/her right to be represented by an attorney or other representative at further proceedings.
- 26.2 Pre-Discipline Process - The employee will be given an opportunity to respond to the Fire Chief either orally or in writing, provided the employee requests the opportunity within seven (7) calendar days of the notice of the intended action.
- 26.3 Notice of Discipline - After conclusion of the pre-disciplinary conference and within fifteen (15) days of the District's final decision, but not less than forty-eight (48) hours prior to imposing discipline, the Fire Chief shall notify the employee in writing of the nature and extent of the discipline, if any, and the time of commencement thereof.

- 26.4 The notice shall also contain a statement of charges which shall set forth the acts or omissions with which the employee is charged in order that the employee will be able to prepare his/her defense. Also, the notice shall specify the District rules, regulations, policies and procedures which the employee is alleged to have violated. The notice of discipline shall also advise the employee of his/her right to request an appeal hearing by filing a notice of appeal. The Notice of Appeal must be filed within seven (7) business days after service upon the employee of the Notice of Discipline. Failure to request an appeal hearing within the seven (7) business day period, will constitute waiver of the employee's right of appeal. The Notice of Discipline shall be served personally to the employee and require a signature upon delivery. A copy of the signed delivery form shall be given to the employee and the original form shall be retained by the District.
- 26.5 Burden of Proof - The burden of proof and production of evidence shall be borne by the District. The standard of proof shall be determined by factual evidence gathered during the investigative process and shall be presented to the employee. Rules regarding orally stated complaints or charges shall comply with Chapter 5, Section 11513 of the Government Code and shall have corroborating testimony to substantiate any claim made against an employee.
- 26.6 Decision - The written decision shall be served in person to the employee when practical. The employee shall acknowledge receipt in writing and shall be informed of the time within which punitive action shall take place. In the event the decision cannot be delivered in person, the decision will be delivered to the employee and his/her attorney or representative by first class mail.
- 26.7 Right to Appeal - An employee has the right to appeal punitive action according to the appeals procedure. A written notice of discipline shall inform and remind the disciplined employee of this right. An entry level employee who is unsuccessful during their probationary period shall not be entitled to the appeals process. Consistent with the provisions of FBOR, the District Board shall hear the appeal with a sitting Administrative Law Judge present. A minimum of 5 District Board members must participate in the appeal process.

Article 27 - Paid Administrative Leave


- 27.1 The District may place a member on paid administrative leave when the District obtains credible and corroborating evidence that the member poses a threat to his or her own safety, the safety of others or District property. The member shall lose no pay or benefits while on paid administrative leave and shall be on administrative leave for no longer than 45 calendar days. At the conclusion of the investigation, the member shall receive copies of all documents that formed the basis of the leave as well as all documents created during and due to the investigation in compliance with FBOR. The member shall be kept apprised of the status of, and basis for, his or her leave, the time frame that such leave will last, and any other relevant information. The amount of time on administrative leave and the investigation itself shall last no longer than is necessary to conduct the appropriate inquiry.

Article 28 – Mandatory Off-Duty Training

28.1 It is preferred that all required and/or mandatory training be conducted while on duty. However, the District may require a member or members to conduct mandatory training while off duty. Training while off duty must be relevant to the position and required by either the District or as required by California State and/or Federal laws. The District will make its best efforts to give at least 7 days' notice in advance of such required training to allow for proper scheduling. If advanced notice is not available, the District will offer make-up days to the members unable to attend due to schedule conflicts. Adequate facilities shall be provided to the members while attending training. The only exception to this requirement is if the training is at a location where no facilities are available. All members shall receive a minimum of four (4) hours of overtime. Meals will be provided by the District if training occurs over lunch and/or dinner hours.

Dated: 2-8-2023

San Miguel Consolidated Fire Protection District

By: 

Jesse A. Robles
President, Board of Directors

Dated: 2-8-2023

San Miguel Firefighters Local 1434

By: 

Mike Hays, President



Exhibit A
Salary Schedules

San Miguel Consolidated Fire Protection District
Captain / Captain Paramedic
Salary Schedule - 3.75% Increase 1/1/23 + 4% Paramedic Differential
** The steps in this salary schedule represent 1 year between each step*

Captain Paramedic 4% Differential								FLSA	
Step Levels-01/01/23	Annual	Monthly	Semi Monthly	Weekly	Daily	Hourly	Rate	Overtime	
Year 3	\$118,092.00	\$9,841.00	\$4,920.50	\$2,271.00	\$973.20	\$40.55	\$20.28	\$60.83	
Year 2	\$114,552.00	\$9,546.00	\$4,773.00	\$2,202.92	\$944.16	\$39.34	\$19.67	\$59.01	
Year 1 - TOA	\$111,012.00	\$9,251.00	\$4,625.50	\$2,134.85	\$914.88	\$38.12	\$19.06	\$57.18	

Captain 3.75% Increase								FLSA	
Step Levels-01/01/23	Annual	Monthly	Semi Monthly	Weekly	Daily	Hourly	Rate	Overtime	
Year 3	\$113,544.00	\$9,462.00	\$4,731.00	\$2,183.54	\$935.76	\$38.99	\$19.50	\$58.49	
Year 2	\$110,136.00	\$9,178.00	\$4,589.00	\$2,118.00	\$907.68	\$37.82	\$18.91	\$56.73	
Year 1 - TOA	\$106,728.00	\$8,894.00	\$4,447.00	\$2,052.46	\$879.60	\$36.65	\$18.33	\$54.98	

San Miguel Consolidated Fire Protection District
Engineer / Engineer Paramedic
Salary Schedule - 3.75% Increase 1/1/23 + 4% Paramedic Differential
** The steps in this salary schedule represent 1 year between each step*

Engineer Paramedic 4% Differential								
Step Levels-01/01/23	Annual	Monthly	Semi Monthly	Weekly	Daily	Hourly	FLSA Rate	Overtime
Year 3	\$100,944.00	\$8,412.00	\$4,206.00	\$1,941.23	\$831.84	\$34.66	\$17.33	\$51.99
Year 2	\$97,920.00	\$8,160.00	\$4,080.00	\$1,883.08	\$807.12	\$33.63	\$16.82	\$50.45
Year 1 - TOA	\$94,884.00	\$7,907.00	\$3,953.50	\$1,824.69	\$781.92	\$32.58	\$16.29	\$48.87

Engineer 3.75% Increase								
Step Levels-01/01/23	Annual	Monthly	Semi Monthly	Weekly	Daily	Hourly	FLSA Rate	Overtime
Year 3	\$97,056.00	\$8,088.00	\$4,044.00	\$1,866.46	\$799.92	\$33.33	\$16.67	\$50.00
Year 2	\$94,140.00	\$7,845.00	\$3,922.50	\$1,810.38	\$775.92	\$32.33	\$16.17	\$48.50
Year 1 - TOA	\$91,236.00	\$7,603.00	\$3,801.50	\$1,754.54	\$751.92	\$31.33	\$15.67	\$47.00

**San Miguel Consolidated Fire Protection District
 Firefighter Paramedic
 Salary Schedule - 3.75% Increase 1/1/23**

** The steps in this salary schedule represent 1 year between each step with the exception of Step 1. The time in Step 1 will range from 12 - 15 months depending on length of initial Paramedic evaluation process/Firefighter academy time.*

<u>3.75% Increase Step Levels-01/01/23</u>	<u>Annual</u>	<u>Monthly</u>	<u>Semi Monthly</u>	<u>Weekly</u>	<u>Daily</u>	<u>Hourly</u>	<u>FLSA Rate</u>	<u>Overtime</u>
Year 4	\$91,620.00	\$7,635.00	\$3,817.50	\$1,761.92	\$755.04	\$31.46	\$15.73	\$47.19
Year 3	\$88,872.00	\$7,406.00	\$3,703.00	\$1,709.08	\$732.48	\$30.52	\$15.26	\$45.78
Year 2	\$86,124.00	\$7,177.00	\$3,588.50	\$1,656.23	\$709.92	\$29.58	\$14.79	\$44.37
Year 1 - TOA	\$83,376.00	\$6,948.00	\$3,474.00	\$1,603.38	\$687.12	\$28.63	\$14.32	\$42.95

**San Miguel Consolidated Fire Protection District
 Firefighter
 Salary Schedule - 4% Below Firefighter Paramedic**

** The steps in this salary schedule represent 1 year between each step*

<u>Step Levels-01/01/23</u>	<u>Annual</u>	<u>Monthly</u>	<u>Semi Monthly</u>	<u>Weekly</u>	<u>Daily</u>	<u>Hourly</u>	<u>FLSA Rate</u>	<u>Overtime</u>
Year 4	\$87,960.00	\$7,330.00	\$3,665.00	\$1,691.54	\$725.04	\$30.21	\$15.11	\$45.32
Year 3	\$85,320.00	\$7,110.00	\$3,555.00	\$1,640.77	\$703.20	\$29.30	\$14.65	\$43.95
Year 2	\$82,680.00	\$6,890.00	\$3,445.00	\$1,590.00	\$681.36	\$28.39	\$14.20	\$42.59
Year 1 - TOA	\$80,040.00	\$6,670.00	\$3,335.00	\$1,539.23	\$659.76	\$27.49	\$13.75	\$41.24



Exhibit B
Policy Manual
References

Title: Station Assignments

A. General reassignment of Captains, Engineers, and Firefighter/Paramedics shall occur every two years. Seniority by rank, then by years of service within that rank, shall be used in determining station assignments. All ranks (Captain, Engineer, Firefighter/Paramedic) will alternate every two years on who bids first. (Ex. 2017 Captains bid first, followed by Engineers then Firefighters; 2019 Engineers bid first, followed by Firefighters then Captains; 2021 Firefighters bid first, followed by Captains then Engineers, and so on...)

B. At the two-year rotation, Local 1434 will be responsible for coordinating the general reassignment of Station Assignments using an open bid format following the parameters established in Section A. This process should take place during October of the bid year.

C. Permanent vacancies for Captain, Engineer, and Firefighter/Paramedic that occur within the two-year bid cycle covered in section A shall be available for a mini bid notwithstanding the provisions of Section D of this policy. The Executive Board of Local 1434 shall notify the affected ranks of the permanent vacancies by publishing a notice of vacancy or vacancies and mini bid. The notice of mini bid shall remain open for no less than 7 days to allow ample time for interested employees to submit a request. Employees interested in a vacancy shall submit a request for reassignment via email to the Local 1434 member who is conducting the bid. Upon submitting such request, their current assignment becomes available for bid. At the end of the request period, a bid shall be held involving all of the station assignments of interested employees. All requests are irrevocable and must be received by 5:00 PM on the date specified on the notice of vacancy. Seniority in rank, then by years of service within that rank, shall be used in determining station assignments. If the openings occur within 90 days of a two-year bid contained in Section A of this policy, the mini bid shall be postponed and included in the two-year bid process.

D. The District reserves the right to make individual transfers at any time based upon demonstrated administrative or operational need.

Title: Time Reporting and Use of Leave Credits

A. All hours worked and leave credits taken shall be reported in 30-minute increments. 15 minutes or less shall not be reported. More than 15 minutes and less than 45 minutes shall be reported as 30 minutes. More than 45 minutes shall be reported as one hour.

B. Employees using partial days (less than a full work shift) of leave or trade time are responsible for any overlapping time, not the District. When scheduling partial days of leave or trade time it is the responsibility of the employee using the leave or trade time, to relieve the employee working at the scheduled time. Arrangements must be made by the employee using the time off to accommodate District operational needs. The District will make arrangements to facilitate relief of the employee working at the emergency response as soon as possible. In the case of an employee using a partial shift of sick leave or family sick leave, the District will consider covering overlapping documented time on a case-by-case basis.

Title: Exchange of Shifts/Early Relief

- A. Exchange(s) of shift/early relief are privileges granted by the Fire Chief or his/her designee.
- B. Shift exchanges ("trade time") shall follow the guidelines set forth by the Association Staffing Committee as approved by the Fire Chief.

Title: Minimum Suppression Staffing

- A. Minimum suppression staffing per shift shall be a combination of 24, of which there shall be 8 Captains, 8 Engineers, and 8 Firefighter/Paramedics. Eight or more of these 24 must be certified as Paramedics.

- B. The District shall monitor staffing levels to provide sufficient personnel, taking into account openings due to long-term injuries, retirements or separations that negatively impact the District. The District may exceed 72 Local 1434 employees on a temporary basis due to: a) employees on long-term vacancy due to workers' compensation or other injuries; or b) to fill a confirmed retirement application submitted by employee(s). The intent is that the District may over-hire above 72 Local 1434 employees to backfill behind the temporary vacancy(ies), and not use the over-hire to fill overtime.

- C. The District agrees not to use temporary personnel to meet minimum staffing levels. In the event that the District temporarily over-hires above 72 due to one of the exceptions above, and the Local 1434 employee whose vacancy caused the over-hire returns to work, the new hire will be placed in a regular suppression assignment as the fourth firefighter on a shift. These additional personnel shall not, other than filling a temporary vacancy as set forth above or to avoid a force back, be used in any means to diminish the overtime opportunities for Local 1434 employees.

- D. This article is exclusive of any contractual services provided by the District.

Title: Acting Positions

- A. Acting personnel shall comply with the regulations and orders of the position in which they are acting and shall be on a current promotional list, if available. Acting Personnel shall be accorded all authority and privileges of the office in which they are acting and shall be obeyed and respected accordingly.
- B. All employees voluntarily working in acting positions shall be compensated at the rate of pay for the position in which they are acting, up or down. Employees of a higher rank may voluntarily work in a position of lower rank (i.e., an Engineer working in a Firefighter position) only after the overtime list has been exhausted and prior to any force backs. Overtime voluntarily worked in a lower rank shall not prejudice the employee's position on the overtime list for their rank.
- C. Employees being trained for another position shall not be compensated for the position for which they are being trained as long as the position is presently filled. The intent of this Article is to prevent two or more employees from being compensated for the same position at the same time.
- D. Vacancies occurring on a planned or daily basis will normally be filled rank for rank from the voluntary overtime list. This would include any vacation or short-term sick leave or LOA. This does not preclude the ability of the District to fill long-term vacancies occurring due to sick leave, LOA, or other circumstances with move-up or qualified acting personnel. Long-term vacancies are normally defined as eight shifts or longer. Upon learning of a long-term vacancy, the first four shifts must be filled rank-for-rank, using the voluntary overtime list, prior to filling the position with acting personnel.
- E. The District may use other methods of filling vacancies if it has knowledge that the vacancy will exist for eight shifts or longer. If no one from the vacant rank is signed up for voluntary overtime, then others of higher rank shall be offered the overtime prior to any force back.
- F. If no employee, on or off duty, of equivalent rank or certified to act in the vacant position is available, the Fire Chief or his/her designate shall appoint the employee he/she feels most qualified to fill the vacant position until an equivalent or certified employee is available.

Title: Limited (Light) Duty for Non-Work-Related Injury

A. Personnel on leave due to a non-work-related issue, and with the written consent of their health care provider or physician, may, at the discretion of the Fire Chief, be allowed to return to work in a limited duty status.

B. Limited duty may include any one or more of the following, but shall not include emergency duties:

1. Clerical duties.
2. Station maintenance.
3. Hydrant maintenance.
4. Department runner (parts, supplies, mail delivery, etc.).
5. Drafting.
6. Fire prevention duties.
7. Installation and checking of smoke detectors.
8. Other duties, which may appropriately fall within, limited duty status.

C. The existing needs of the District and the utilization of an eligible employee's special skills shall be a determining factor in the assignment of limited duty. If more than one employee is on leave and limited duty is available, the alternating of personnel may be required. Other factors being equal, the employee with the longest leave or leave of absence should receive first consideration.

D. Requests for limited duty shall normally be for 30 days or less. Any extensions of non-industrial limited duty is to be reviewed and considered by the Fire Chief in the same manner as the original request.

E. The granting of limited duty is with the understanding that the employee's injury or illness is of a temporary or nonpermanent nature only and the employee shall be expected to be able to return to full duty when physically able.

F. Return to full duty can only be accomplished by obtaining written clearance from the health care provider or physician treating the employee. The employee shall, as soon as possible, notify the Fire Chief or designee regarding his/her medical status.

G. Personnel on limited duty shall continue to accrue annual and sick leave based on the prevailing workweek for that employee's full duty status.

H. Suppression personnel assigned to limited duty will be assigned to a 40-hour duty week and will not be eligible for time and one half (1-1/2) compensation until they exceed 40 hours per week.

I. The formula for converting a 56-hour workweek to a 40-hour workweek and back to a 56-hour workweek for sick leave and annual leave is:

Total hours divided by 56 times 40 equals total hours on 8-hour workday (subtract time)

Total hours divided by 40 times 56 equals total hours on 24-hour day (add time)

J. Employees on LOA due to an on-duty injury shall be brought back on light duty as soon as allowed by the health care provider or treating physician.

K. Employees can be assigned to light duty for a maximum six (6) months.

L. A Fit for Duty assessment shall be required for personnel who have been off work for 90 days or more, or if the employee has not been able to perform the full range of duties. A Fit for Duty assessment by the employee's health care provider may satisfy this requirement.

Title: Reimbursement for Lost, Stolen or Damaged Personal Property

Replacement of Safety Employee's personal property (used to facilitate District business) lost, stolen or damaged while on duty shall be compensated at full replacement value. These items would include eyeglasses, hearing aids, wristwatches damaged or destroyed (in a manner other than normal wear and tear), and items of personal property authorized to be in the station, which are stolen while the on-duty employee is out of quarters.

- A. Lost, stolen or damaged items must be verified by a Captain or Chief Officer generally during the work shift the alleged loss, theft or damage occurred. The District shall be furnished a copy of the police report if one is filed.
- B. Items lost, stolen or damaged due to negligence are not covered.
- C. Employees are responsible for securing personal items and ensuring station security to avoid loss or theft of personal items.

Title: Holidays

Holidays recognized by the District are as follows:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Cesar Chavez Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

Title: Illness/Injury While on Annual Leave

Employees who are on authorized vacation and become ill or otherwise disabled through an accident may make a request to the Fire Chief to charge such sickness or disablement to credited sick leave; provided a health care provider or physician's statement is presented to the Fire Chief.

Title: Leaves

A. Family Sick Leave

1. It is the policy of the District to grant 56-hour employees up to two cycles (eight shifts) and 40-hour employees up to three weeks of his/her sick leave per occurrence (may be increased at the discretion of the Fire Chief) for the purpose of providing required care to a family member who is ill and/or unable to care for his/herself. The employee shall provide a health care provider or physician's substantiation of the family member's illness/injury if so, requested by his/her supervisor.
2. For the purposes of this Article, "family member" is defined as the employee's parent, stepparent, person who acted as parent, spouse, child, stepchild, adopted child, brother, sister or grandparent.
3. The District shall periodically review its policy regarding Family Sick Leave to ensure conformance with all current state and federal laws that apply and shall provide amended verbiage for this article if necessary to comply with such state or federal law.

B. Bereavement Leave

1. It is the policy of the District to grant employees reasonable bereavement time off, without loss of pay, when a death occurs in an employee's immediate family, and, when staffing permits, to attend the funeral of a deceased co-worker.
2. Employees shall be granted four shifts leave with pay within a 30-day period of a death in their immediate family (a maximum of 96 hours for 56-hour personnel, and 40 hours for 40-hour personnel). Additional leave is allowed provided the employee has sufficient annual or sick leave available. Employees learning of the death of an immediate family member while on-duty shall, in addition, be given the remainder of that shift off.
3. For the purposes of this Article, "immediate family" is defined as the employee's parent, stepparent, person who acted as parent, spouse, child, stepchild, adopted child, brother, sister, mother-in-law, father-in-law, or grandparent.
4. Employees may use available sick or annual leave credits for time off due to the death of other family members not listed above.

C. Emergency Time Off

1. Any emergency time off, not qualifying under the "Sick Leave," "Family Sick Leave," or "Bereavement Leave" provisions, shall be charged against the employee's available annual leave.

D. Leave for Jury Duty and Subpoenaed Witness Service

1. The District cooperates fully with local, state and federal courts in allowing employees to serve on juries without any financial loss. Any regular or probationary full-time employee who is required to serve as a juror, or who is subpoenaed as a witness in any court in a cause related to District matters, shall be entitled to a leave of absence with pay while performing services as a juror or as a witness.
2. Employees who are called for jury duty will receive full compensation according to Article 31.1 above, for that period of absence provided they furnish verification of jury service to the Fire Chief.
3. In the event that the absence of an employee from work would cause a hardship on the District, the District may petition the Jury Commissioner to excuse the employee from jury duty.
4. To ensure proper shift coverage, an employee who receives a notice of jury duty shall, within 24 hours of receipt of notice, notify and present the notice to the Duty Chief.
5. During jury duty, the District will provide coverage one-hour prior to the required reporting time, or reasonable travel time to the required court.
6. Employees are required to return to work immediately after jury duty, unless the employee is on an administrative assignment, and the jury duty ends at the employee's normal end of shift.
7. Employees who are required by subpoena to be present at court as a witness due to a court case that was encountered on duty shall be compensated for their time at straight time while on duty and at an overtime rate of one and a half times the regular compensation rate if required to be in court while off duty.

E. Leave for Military Service

1. An employee requesting a leave of absence to meet military requirements shall be granted such leave without pay, together with reemployment rights as provided by federal and state laws in effect at the time.
2. An employee who wishes to voluntarily incur military obligation involving one or more periods of active duty must obtain prior approval of the Board of Directors. (Such voluntary military service shall be without pay.)
3. An employee who wishes to voluntarily serve in the Military Reserve, National Guard, etc., shall be required to provide for his/her own time off. It shall not be the District's responsibility to provide time off, time off with pay, or standby overtime coverage for the employee. If the employee wishes, a leave of absence may be requested pursuant to the Unpaid Leaves of Absence policy.

F. Maternity Leave

1. An employee who is disabled from performing her duties because of pregnancy, childbirth or related medical conditions may have a leave of absence without pay for the period of such disability, not to exceed a total of four months. The employee may use any accrued paid leave, such as annual or sick leave, before beginning an unpaid leave. An employee who becomes pregnant must notify her immediate supervisor of the pregnancy and the approximate date of delivery or such earlier date as she expects to begin a leave of absence.
2. A pregnant employee who wishes to continue working, but has work limitations resulting from the pregnancy, shall provide the District with a statement from a licensed physician indicating all work limitations or restrictions. The District will make a reasonable effort to provide the employee with work that meets the limitations but, if no such work is available, the employee will be eligible to begin her pregnancy disability leave of absence.
3. The four-month period of a pregnancy disability leave of absence is a cumulative period, including all absences caused by the pregnancy. Within a reasonable time after delivery (usually six to eight weeks) the District may require an employee on pregnancy disability leave to provide a physician's statement of her fitness to return to work, ongoing disability, or work restrictions, if any. Before returning to work, the employee must provide a physician's statement of her fitness for duty.
4. The District shall comply with state and federal laws as stated in the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

Title: Catastrophic Leave Bank for Local 1434 Members

To establish a program for full-time District employees who are incapacitated due to an off-duty catastrophic illness or injury so that they may retain their position within the organization with pay and benefits for a period of up to six months. The program will be known as the Catastrophic Leave Plan.

A catastrophic illness or injury is a severe illness or injury which is unusual, unexpected or immediate in nature, and which is expected to preclude an employee from returning to work for an extended period, during which the employee will exhaust all their accumulated leave balances.

A. Catastrophic Leave Use

1. Employees may be on Catastrophic Leave for a maximum of six continuous months, per illness or injury, beginning with the exhaustion of all their accrued leave.
2. To request catastrophic leave, the employee must have exhausted all their accrued leave and received the approval of Local 1434's Executive Board to open a Personal Catastrophic Leave account. If the employee is incapacitated, their legally recognized representative may request that the account be opened.
3. At the exhaustion of all the employee's accrued leave and following the approval of the catastrophic leave request, an account will be established to accept donations from other District employees.
4. All deferred compensation contributions will be discontinued while the employee is on Catastrophic Leave.

B. Catastrophic Leave Donations

1. District employees may donate annual leave, and/or sick leave to a permanent full-time District employee on approved Catastrophic Leave.

C. Confidentiality

1. Local 1434's Executive Board and the Administrative Officer/Finance Officer will act to help ensure that each employee's decision to donate or not donate to a Personal Catastrophic Leave Account is kept confidential and that the donor and recipient employees are not pressured to participate.

Procedures

A. Catastrophic Leave Plan

1. A request is made by the recipient employee or, if incapacitated, the legally recognized representative, to the Executive Board of Local 1434 for the establishment of a Personal Catastrophic Leave Account. This request may be made prior to that employee exhausting all their paid leave balances so that time donated to the time bank may be utilized immediately upon exhaustion of the employee's leave balances, but not before. The request shall be reviewed and approved or denied by a simple majority vote made by the Executive Board of Local 1434.
2. Upon approval of the Executive Board of Local 1434, and upon agreement of the recipient employee or their legally recognized representative, a Personal Catastrophic Leave Account will be established.
3. The employee or, if incapacitated, the legally recognized representative, will be required to provide verification that the member is entitled to utilize donated leave time due to illness or injury before and while using time donated under this program. All information provided by the employee would remain confidential.
4. The amount and frequency of donations is at the discretion of the donor. Employees may not donate more time than they have accrued.
5. Donated annual leave and/or sick leave shall be converted at the donor's base hourly rate and credited to the recipient in equivalent hours of sick leave at the recipient's base hourly rate. (e.g., employee "A" makes \$20/hour and donates 1 hour of sick leave to employee "B" who earns \$10/hour. "B's" sick bank is increased by 2 hours for each hour donated by "A".)
6. Employees will submit directly to the Administrative Officer/Finance Officer their request to donate annual leave, sick leave and/or compensatory time. All donations are to be reviewed for compliance with this policy. After review and approval, the Administrative Officer/Finance Officer will make necessary adjustments to the donor and recipient's accrued leave balances.
7. The donation of annual leave and/or sick leave time is irreversible. Should the recipient employee not use all the donated time for the catastrophic illness or injury, any monetary balance will revert to a "Catastrophic Leave Bank" for future use by employees pursuant to the provisions of this Catastrophic Leave Policy. The balance in the "Catastrophic Leave Bank" will not earn interest and will not be adjusted to reflect changes in the salary schedule.

8. A report on the usage of Personal Catastrophic Leave Accounts and status of the “Catastrophic Leave Bank” will be available to the recognized labor organizations and others with a need-to-know basis. The report will include the identity of the recipient(s), hours donated, hours used and the remaining balances.
9. The Catastrophic Leave Bank will only serve to store unused Catastrophic Leave donations and will be given to those that qualify under this policy.
10. A Catastrophic Leave Account will be established for individuals on an as needed basis.
11. State and Federal income tax on the value of annual leave, sick leave and/or compensatory time donated will be deducted from the recipient employee’s pay at the time the hours are used.
12. If an employee is out for an extended period of time and draws against leave provided by the catastrophic leave bank, and it is later determined that the illness or injury has been determined industrial and the claim is accepted by the District, the employee will be credited back their time used during the period of the illness or injury as determined by Labor Code 4850, and time donated to the employee under this policy will be credited back to the Catastrophic Leave Bank.

Title: Unpaid Leaves of Absence

On occasion, it may be necessary for an employee to be absent from work for an extended period of time. Leaves of absence for limited periods of time are permitted depending on the reasons and circumstances prompting such request. A leave of absence must be supported by valid reasons and approved by the District. Such leaves shall be without pay.

- A. An employee desiring a leave of absence must present a written request, through channels, to the Fire Chief. The written request must contain the anticipated length of the absence with dates and circumstances prompting such a request.
- B. The Fire Chief shall review and act upon a request for leave of absence for personal reasons in consideration of the following factors:
 - 1) The purpose for which the leave is requested.
 - 2) The length of time the employee will be away.
 - 3) The effect the leave will have on the ability of the Division to carry out its responsibilities.
 - 4) The employee's position and length of service.
- C. To be valid, a leave of absence must be confirmed in writing. An approved leave of absence will not be extended beyond the date of the initial written request without further written approval.
- D. An employee who has been granted a leave of absence shall give two weeks' notice of intent to return to work and the District shall be under no obligation to reemploy him/her before the expiration of the approved return to work date. Failure to notify the District two weeks in advance may result in a delay of reinstatement of up to two weeks.
- E. A leave of absence of up to 30 calendar days may be approved by the Fire Chief. A leave of absence over 30 calendar days must be approved by the District Board of Directors.

Title: Effect of Unpaid Leave of Absence on Employee Benefits

- A. Time spent on unpaid leave of absence, except a mandatory military leave of absence, will not be counted as time employed or in determining an employee's eligibility for benefits that accrued on the basis of length of employment.
- B. An employee on unpaid leave of absence is not entitled to health benefits except as specified in the District medical insurance policy in effect at the time.
- C. An employee on unpaid leave of absence may have his/her health benefits continued providing the employee shall prepay monthly in full, an agreed upon amount of total premium necessary to maintain such benefits.
- D. While on unpaid leave of absence, an employee shall not accrue or be paid for any holiday, annual or sick leave that he/she may have otherwise accumulated.

Title: Reinstatement to Position Following Unpaid Leave of Absence

- A. The District will make every effort to reinstate an employee to the same position he/she previously occupied or to a similar position following an unpaid leave of absence.
- B. If the District cannot guarantee that the same or a similar position will be immediately available at the time an employee desires to return to work, the employee shall be notified in advance of taking an unpaid leave of absence.
- C. All personnel on an unpaid leave of absence of over ninety calendar days must have a fit for duty examination, at his/her expense, prior to returning to work.

Title: Captain/Engineer Paramedics

GENERAL

1. Firefighter/Paramedic vacancies will be filled rank for rank, then out of rank for qualified personnel.
2. "Qualified" personnel within these guidelines are employees who are classified as Paramedics in the Captain and Engineer rank.
3. Overtime days will be offered to the personnel of the same rank as the vacancy and that are "Signed Up" first.
4. The person with lowest hours in their overtime bucket will be offered the day. If that person refuses the day, then the overtime will be offered to the next person of the same rank that is signed up.
5. If no one in the Firefighter/Paramedic rank accepts a voluntary overtime shift or no one else within that rank is signed up, then the day will be offered to the out of rank personnel that are qualified for the vacancy and are signed up. The person with the lowest number of working hours will be offered the overtime day, regardless of rank.
6. If out of rank personnel are signed up that day and refuse a Firefighter/Paramedic position, and no one else is signed up, then a mandatory hold shall be utilized within the Firefighter/Paramedic rank. If all Firefighter/Paramedics have been at work 72 hours or more or none are available, then out of rank personnel will be forced based on their lowest hours worked regardless of rank.
7. Every effort shall be made to prevent employees in the Engineer/Paramedic or Captain/Paramedic rank from being forced down into the Firefighter/Paramedic rank. In the event of a "critical staffing need" and forcing down is unavoidable in order to maintain minimum staffing, every effort shall be made to prevent the force from being greater than one shift (24 hours) in a row.
8. All personnel within the Firefighter/Paramedic, Engineer, Engineer/Paramedic, Captain and Captain/Paramedic rank shall retain native wages while working down, out of rank overtime.
9. If a Firefighter/Paramedic leaves at any point during the shift, no Engineer or Captain who are classified as Paramedics will be moved down out of rank into that position prior to it being offered to personnel who are on the sign-up list. All attempts must be made to fill rank-for-rank first. If the Firefighter/Paramedic's on the signup list refuse it, or there are no Firefighter/Paramedics signed up, then it will be offered to the out of rank employee who are qualified for the vacancy and are signed up.

10. If a Firefighter/Paramedic leaves at any point during the shift, and there are no Firefighter/Paramedics signed up, and no qualified Engineer Paramedics or Captain Paramedics signed up, then the position will be offered to non-paramedic Engineers or Captains who are on the sign-up list. The position can only be offered to non-paramedics if at least one of the personnel on the engine is classified as a Paramedic. The Engineer/Paramedic will assume the Paramedic of Record. If the Engineer is not classified as a Paramedic, then the Captain shall assume the Paramedic of Record.
11. If the Engineer/Paramedic or Captain/Paramedic assumes the Paramedic of Record, it will be at the discretion of the Captain as to whether they will remain in their position as either "Engineer" or "Captain" or move to the rear seat and assume the role of Firefighter/Paramedic for the remainder of the shift.
12. If a Firefighter/Paramedic has to leave at any time during their shift, and there are no qualified personnel remaining on the apparatus to become the Paramedic of Record, the sign-up list shall be utilized to fill the vacancy with a qualified employee. Every effort shall be exhausted prior to moving personnel from station to station.
13. If an Engineer/Paramedic or Captain/Paramedic is working down as a Firefighter/ Paramedic and is sent out on a strike team, they will retain their native wage for the duration of the strike team.
14. All overtime hours worked in a "Out of Rate" up/down position by a Firefighter/Paramedic, Engineer, Engineer/ Paramedic, Captain or Captain/Paramedic shall count as hours worked in the employee's hours worked "bucket".
15. If an Engineer/Paramedic or Captain/Paramedic is signed up and refuses an offered 24-hour shift in the Firefighter/Paramedic rank, then that employee will have 24 hours deducted from their hours worked bucket.



Exhibit C
Local 1434 Employees
Memorialization of Vested
Retiree Health Benefits

Title: Local 1434 Employees Memorialization of Vested Retiree Health Benefits

Current IAFF Local 1434 Members hired before November 1, 2011, who are vested in Retiree Healthcare as outlined in Article 12.1.

1. Arruda, Damian R
2. Blunt, Roddey
3. Chvilicek, Richard K
4. Fiehler, John M
5. Grogger, Jack N
6. Hays, Michael D
7. Hofmann, Jeffrey K
8. Jones, Glen A
9. Komp, Brian K
10. Lobaugh, Chris J
11. Lundstrom, Robert A
12. McKinley, Michael A
13. Milewski, Stanley W
14. Paden, Thomas W
15. Powell, Corey
16. Rhodes Jr, Brian L
17. Riley, Tobin S
18. Rodeheaver, Bradley K
19. Root, James K
20. Shinn, Jeff
21. Thompson, Matthew A
22. Williams, James N



***Exhibit D
Negotiations Determination
Property Tax Tool***

Title: Negotiations Determination Property Tax Tool

OVERVIEW OF PROPERTY TAX TOOL

The District operates mainly on property tax revenues, calculated by the County of San Diego Assessor, which is determined by the 1% property tax allocation receivable and received through monthly apportionments, with the largest apportionments being received in December and April of each fiscal year. The District created a property tax trend to show the increase/decrease from year-to-year based on the valuation report from the County of San Diego. The District breaks down the Total Assessed Value received per detail disbursements, Current Secured, Current Unsecured, Delinquent Payments, etc.

The District has determined that a Property Tax Tool to support negotiations salary discussions will allow for all priorities within the District to be assessed equitably and is justifiable. The Property Tax Tool uses financial actuals; therefore, all documents are available and tie back to financial statements and reports.

PROPERTY TAX TOOL BREAKDOWN
Documents available for review/reference

Growth of net apportionments (all property tax received from assessed valuation) is being considered in the Property Tax Tool.

Property Tax		FY 19/20	FY 20/21	FY 21/22	FY 22/23
From County					
San Miguel Consolidated					
	total AV received per detail disbursements	14,421,756	15,079,801	15,779,319	
	percentage of actual to estimated	101.72%	102.80%	103.21%	
	percentage of increase from prior year	6.93%	4.56%	4.64%	
	total delinq received per detail disbursements	594,050	618,638	751,562	
	percentage of increase from prior year	0.66%	4.14%	21.49%	
Grossmont - Helix					
	total AV received per detail disbursements	5,900,026	6,137,331	6,378,185	
	percentage of actual to estimated	93.41%	94.05%	94.70%	
	percentage of increase from prior year	4.31%	4.02%	3.92%	
	total delinq received per detail disbursements	234,551	244,587	296,767	
	percentage of increase from prior year	-2.38%	4.28%	21.33%	
From County Received Disbursements					
San Miguel Consolidated					
	Current Secured	13,896,168	14,536,281	15,286,610	
	Current Unsecured	436,690	456,338	406,674	
	Current Sec HOE	88,841	87,126	85,981	
	Current Unsec HOE	57	55	53	

San Miguel Property Taxes		Grossmont-Helix Property Taxes	
Apportionment - Just Current		Apportionment - Just Current	
21/22	\$ 15,779,318.78	21/22	\$ 6,378,185.15
20/21	\$ 15,079,800.92	20/21	\$ 6,137,331.39
Increase	\$ 699,517.86	Increase	\$ 240,853.76
		TOTAL	\$ 940,371.62
Apportionment (net)		Apportionment (net)	
21/22	\$ 16,262,979.70	21/22	\$ 6,566,853.21
20/21	\$ 15,459,930.93	20/21	\$ 6,282,100.34
Increase	\$ 803,048.77	Increase	\$ 284,752.87
		TOTAL	\$ 1,087,801.64

The District reviews CalPERS Retirement Increases, Unfunded Annual Liability increases, and health care cost increases as large expenditures needed to take into consideration when looking at revenue increases.

The District takes the property tax increase and reduces the CalPERS Retirement, UAL, and Health differentials from the total.

Expense	FY2021	FY2022	Increase/Decrease
MISC CLASSIC Retirement	34,135.05	31,396.07	(2,738.98)
SAFETY CLASSIC - Retirement	981,897.06	945,686.44	(36,210.62)
SAFETY PEPRA - Retirement	444,918.00	578,494.31	133,576.31
MISC PEPRA - Retirement	28,862.85	35,759.03	6,896.18
MISC CLASSIC - UAL Payment	174,105.00	202,692.00	28,587.00
SAFETY CLASSIC - UAL Payment	2,847,997.00	3,250,278.00	402,281.00
SAFETY PEPRA - UAL Payment	1,224.00	3,150.00	1,926.00
MISC PEPRA - UAL Payment	4,290.00	4,577.00	287.00
HEALTH	1,425,302.82	1,584,528.80	159,225.98
	\$ 5,942,731.78	\$ 6,636,561.65	\$ 693,829.87

Prop Tax Increase	\$ 1,087,801.64		
PERS	\$ (101,522.89)		
UAL	\$ -	UAL RESTRUCTURING	
Health	\$ (159,225.98)		
	\$ 827,052.77		

The District needs to consider increases to expenses based on a Consumer Price Index (CPI). The District will assess the CPI based on economic forecasts and actual costs when reviewing the budget and cash flow reviews.

The Board of Directors determined that a 60%/40% (60% employees and 40% District) split of new property tax growth was appropriate. This allows the District to continue looking forward to sustainability of the District.

A sample breakdown of the workbook is below:

San Miguel Property Taxes		Grossmont-Helix Property Taxes		CPI	
Apportionment - Just Current		Apportionment - Just Current		CPI	
21/22	\$ 15,779,318.78	21/22	\$ 6,378,185.15	Professional Services	1,935,034.39
20/21	\$ 15,079,800.92	20/21	\$ 6,137,331.39	Special District Expense	386,160.49
Increase	\$ 699,517.86	Increase	\$ 240,853.76	Maintenance	631,044.12
		TOTAL	\$ 940,371.62	Insurance	792,152.47
				Equipment	390,491.68
Apportionment (net)		Apportionment (net)		Utilities	369,924.28
21/22	\$ 16,262,979.70	21/22	\$ 6,566,853.21	Supplies	95,638.01
20/21	\$ 15,459,930.93	20/21	\$ 6,282,100.34	Personnel Development	48,685.17
Increase	\$ 803,048.77	Increase	\$ 284,752.87	Rents and Leases	42,321.88
		TOTAL	\$ 1,087,801.64		\$ 4,691,452
				CPI	
Prop Tax Increase	\$ 1,087,801.64			3.00%	\$ 140,743.57
PERS	\$ (101,522.89)				
UAL	\$ -	UAL RESTRUCTURING			
Health	\$ (159,225.98)				
	\$ 827,052.77				
CPI	\$ (140,743.57)				
Available PT Growth	\$ 686,309.20				
60%	\$ 411,785.52	NEGOTIATIONS			
40%	\$ 274,523.68	DISTRICT			
Available PT Growth	\$ 686,309.20				

DETERMINATIONS BY YEAR

January 1 – December 31, 2023

The Board of Directors approved a CPI of 3% based on budgeting (including a CPI in the current budget), and salaries taking effect on January 1, 2023.

The Board of Directors approved a one-time split of 75%/25% (75% employees and 25% District) due to the one-time revenues received from COVID-19.

The Board of Directors did not include any UAL costs to the Property Tax Tool for the year 2023 due to the UAL restructuring. This will be reassessed each year with a UAL analysis.

January 1 – December 31, 2024

The Board of Directors approved a 60%/40% split (60% employees and 40% District) as a standard split of the available property tax growth monies.

The Board of Directors approved a formula to determine the breakdown of property tax growth allocated to each bargaining group/unrepresented group. This is to ensure all groups within the District are treated equitably. New TOTAL monies will be split by each group based on a percentage of payroll.

A sample breakdown of the calculation is below:

	<i>Assoc</i>	<i>Percent</i>	<i>New TOTAL Money</i>	<i>Money to groups</i>	<i>Salary</i>
	Union	79%	400,000.00	316,144	\$ 7,364,803.08
	BC	6%	400,000.00	24,700	\$ 575,400.00
	Admin/Prev	6%	400,000.00	23,122	\$ 538,653.00
	Officers	6%	400,000.00	22,576	\$ 525,924.00
	Fire Marshal	1%	400,000.00	4,131	\$ 96,240.00
	Fire Chief	2%	400,000.00	9,327	\$ 217,280.00
					\$ 9,318,300.08

The salary increase determined by the Property Tax Tool will have a floor and ceiling qualification of 2% (floor) and 6% (ceiling).



Exhibit E
Paramedic Classification
Profile References



**San Miguel Fire & Rescue
Classification Profile**

Position Title	Captain Paramedic
Summary of Duties	Under general direction of a Battalion Chief, supervises and oversees the operation of a fire company and/or fire station in accordance with District rules, regulations, policies, and procedures. Supervises and may participate in operations involving personnel and equipment at the scene of emergencies including fire suppression, emergency medical services and/or other emergencies; assesses the situation and administers basic and advanced life support treatment to patients; conducts or oversees the conduct of fire safety inspections and fire investigations; and performs related work as required. May be assigned as Fire Marshal.
<p>Essential Functions</p> <p><i>Are examples of duties performed by employees in this class. The list may not include all required duties, nor are all listed tasks necessarily performed by everyone in this class.</i></p>	<ul style="list-style-type: none"> • Respond to alarms as directed. • Supervises personnel and make decisions regarding actions to be taken and the need for additional assistance, ensures and participates in the protection of life and property. • Schedule and direct training and drill activities for station personnel in all phases of firefighting, rescue and first aid consistent with District programs and policies. • Oversee or personally conduct fire prevention inspections and pre-fire planning activities. • Supervise and may participate in fire investigation activities at fire scenes and the inspection of buildings and installations for fire hazards and fire safety systems as required by State law and District ordinances. • Coordinate fire scene investigations, obtains and preserves evidence at a fire scene. • Assigns personnel to equipment and responsible for overseeing maintenance of fire station, equipment, and apparatus. • Supervises the ordering, repair, testing, and maintenance of station supplies and equipment. • Administer and oversee implementation of District rules, regulations, policies and procedures, memoranda of understanding (MOU's) and other regulations. • Assists with preparation and administration of District budget. • Operate computers maintain an accurate log of daily activities, maintain accurate reports of all incidents, maintain station records and other periodic and special activity records such as training, inspections, and hydrant maintenance. • Participate in public relations activities involving demonstrations and interpretation of fire prevention and safety procedures. • Supervise and evaluate safety and/or non-safety employees. • Counsel and discipline employees in professional manner according to district policies. • Be prepared to perform the duties of a higher classification when assigned. • Perform non-shift administrative or prevention duties as assigned. • Administers basic and advanced life support emergency medical assistance. • Operates defibrillation equipment. • Performs other duties as assigned.

<p>Qualifications</p> <p>– Education, Training & Experience</p>	<p>Any combination of education, training and experience that clearly demonstrates possession of the knowledge and abilities needed to perform the typical duties listed above. A typical way to obtain the knowledge and abilities would be: Five (5) years full-time, paid firefighting experience with San Miguel Consolidated Fire District including experience as an Engineer or successful completion of Engineer’s examination; educational achievement equivalent to graduation from high school supplemented by 30 units of college level fire science, supervision, management, and general education courses; A California State Fire Officer Certification and an AA/AS degree in fire science or related field are highly desirable.</p>
<p>Knowledge, Skills, and Abilities</p> <p><i>Are examples of duties performed by employees in this class. The list may not include all required duties, nor are all listed tasks necessarily performed by everyone in this class.</i></p>	<ul style="list-style-type: none"> • The principles and practices of firefighting • Advanced life support • Fire equipment and apparatus • Fire prevention and safety principles • Fire protection systems • Fire hazards common to places of public assembly • Manufacturing and commercial buildings • State and local fire codes • Good verbal and written communication techniques • Principles of supervision and leadership • Direct the work of others under the stress of emergency situations • Work independently in assigned areas of responsibility • Administer District rules, regulations, policies, and procedures • Recognize fire hazards common to places of public assembly, manufacturing, and commercial buildings • Plan, schedule, lay out and direct the work of others • Maintain effective discipline and morale • Establish and maintain effective working relationships with District personnel, other fire agencies, outside agencies, and the general public • Engage in moderate to strenuous physical activity • Train, supervise, develop, and evaluate employees • Use good verbal and written communication skills • Use computers and computer programs that assist in the accomplishment of assigned tasks
<p>– Licenses & Certifications</p>	<ul style="list-style-type: none"> • Possession of a valid Class C license with a Firefighter endorsement after two years of service • Possession of a State of California Paramedic license • Accreditation as a Paramedic in the County of San Diego • Advanced Cardiac Life Support Certificate. Fire Prevention assignment may require completion of PC 832 course
<p>– Physical Condition</p>	<p>Captain Paramedics Shall possess the physical, mental, and emotional ability to perform the essential duties of the position. They may include occasionally engaging in strenuous physical activity during the course of firefighting and other emergency activities. Employees may be exposed to the physical and emotional hazards associated with firefighting, emergency medical response and rescue.</p>



**San Miguel Fire & Rescue
Classification Profile**

Position Title	Engineer Paramedic
Summary of Duties	<p>Under supervision, responds to emergency and non-emergency calls for service with the purpose of mitigating threats to life, property, and the environment. These calls for service may include fires, rescues, hazardous materials incidents, medical emergencies, assesses the situation and administers basic and advanced life support treatment to patients and other public service requests. The Engineer is responsible for driving and operating a variety of fire department apparatus. The Engineer will also participate in the inspection, maintenance and documentation of fire department apparatus, associated equipment, and department facilities, maintaining operational readiness. The Engineer participates in employee training and development, public education, and fire prevention programs. The Engineer will perform other related duties as required.</p>
<p>Essential Functions</p> <p><i>Are examples of duties performed by employees in this class. The list may not include all required duties, nor are all listed tasks necessarily performed by everyone in this class.</i></p>	<ul style="list-style-type: none"> • May perform all the functions in the Firefighter Paramedic classification. • Assists in the selection of a travel route to calls for service, and during routine travel; safely drives and operates department apparatus and vehicles as assigned. • Positions apparatus at emergency scenes to achieve maximum operational effectiveness and safety. • Calculates fire hydraulics and effectively operates pumping equipment to provide sufficient firefighting water streams while maintaining water supplies. • Assists in all phases of firefighting activities as directed. • Provides Basic and/or Advanced Life Support measures and techniques on patients during medical or traumatic emergencies. • Operates defibrillation equipment • Deploys and operates tools and equipment while participating in the extrication of victims during rescue operations. • Utilizing apparatus, tools, and equipment, assists in developing plans to mitigate emergencies and hazardous conditions. • Performs detailed and thorough inspections of apparatus, vehicles, and equipment, along with performing or coordinating cleaning, maintenance, and repairs. • Provides complete and detailed documentation of inspections, maintenance, and repairs. • Develops and conducts education and training on topics related to job functions. Participates in required training. • Participates in fire and life safety inspections of commercial and residential properties. • Conducts and/or participates in public safety education programs. • Maintains good mental health and physical fitness through medical consultation, diet, and physical training. • Follows the District's rules, regulations, policies, procedures, and guidelines. • Accepts orders and direction from supervisors as dictated by Chain-of-Command and the Incident Command System (ICS). • Performs other related duties as assigned and required.

<p>Qualifications – Education, Training & Experience</p>	<p>Any combination of education, training and experience that clearly demonstrates possession of the knowledge and abilities needed to perform the typical duties listed above. Emergency Medical Technician-Paramedic license and certificate.</p>
<p>Knowledge, Skills, and Abilities</p> <p><i>Are examples of duties performed by employees in this class. The list may not include all required duties, nor are all listed tasks necessarily performed by everyone in this class.</i></p>	<ul style="list-style-type: none"> • Knowledge of the District and Response Areas • Spatial Orientation and Direction • Reading Comprehension of Maps and Charts • Knowledge of Local, State, and Federal Regulations for operating Vehicles and Fire Apparatus • Knowledge of Department Rules, Regulations, Policies, Procedures, and Guidelines • Safe Driving Ability • Situational Awareness • Knowledge of Fire Apparatus • Knowledge of Rescue and Firefighting Equipment • Knowledge of Fireground Hydraulic Principles • Ability to Spot Apparatus Effectively • Knowledge of Firefighter Strategies and Tactics • Knowledge of Fire Behavior • Knowledge of Building Construction • Knowledge of the Incident Command System (ICS) • Knowledge of Rescue Strategies and Tactics • Knowledge of Hazardous Materials Incident Management • Knowledge of Emergency Medical Treatment and Care • Mathematical Ability • Mechanical Comprehension • Mental Visualization • Manual Dexterity • Ability to Work Cooperatively as a Team • Ability to operate as an Emergency Medical Technician-Paramedic • Judgment and Reasoning • Problem Analysis and Correction • Decision Making and Decisiveness • Attention to Detail • Physical Strength, Stamina, and Endurance • Oral Communication • Writing Ability • Computer and Technology Skills
<ul style="list-style-type: none"> • Licenses & Certifications 	<ul style="list-style-type: none"> • Possession of a valid Class C license with a Firefighter endorsement after two years' of service • Possession of a State of California Paramedic license • Accreditation as a Paramedic in the County of San Diego • Advanced Cardiac Life Support Certificate
<ul style="list-style-type: none"> • Physical Condition 	<p>Engineer Paramedics shall possess the physical, mental and emotional ability to perform the essential duties of the position. They may include occasionally engaging in strenuous physical activity during the course of firefighting and other emergency activities. Employees may be exposed to the physical and emotional hazards associated with firefighting, emergency medical response and rescue.</p>