

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE BIG BEAR FIRE AUTHORITY**

**AND**

**THE BIG BEAR PROFESSIONAL FIREFIGHTERS'  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 935**

**JANUARY, 1 2021 TO DECEMBER 31, 2023**

## TABLE OF CONTENTS

---

	<b>Page No.</b>	
<b>ARTICLE NO. 1</b>	<b>AGREEMENT</b>	<b>2</b>
<b>ARTICLE NO. 2</b>	<b>RECOGNITION</b>	<b>2</b>
<b>ARTICLE NO. 3</b>	<b>PREVAILING BENEFITS</b>	<b>2</b>
<b>ARTICLE NO. 4</b>	<b>EMPLOYEE ORGANIZATIONAL RIGHTS</b>	<b>3</b>
<b>ARTICLE NO. 5</b>	<b>ASSOCIATION NEGOTIATING TEAM</b>	<b>3</b>
<b>ARTICLE NO. 6</b>	<b>ASSOCIATION OFFICERS AND COMMITTEE MEMBERS</b>	<b>3</b>
<b>ARTICLE NO. 7</b>	<b>ASSOCIATION MEETINGS</b>	<b>4</b>
<b>ARTICLE NO. 8</b>	<b>FIRE MANAGEMENT/LABOR COMMITTEE</b>	<b>4</b>
<b>ARTICLE NO. 9</b>	<b>BULLETIN BOARDS</b>	<b>4</b>
<b>ARTICLE NO. 10</b>	<b>PAYROLL DEDUCTION OF DUES AND ASSESSMENTS</b>	<b>5</b>
<b>ARTICLE NO. 11</b>	<b>COMPENSATION</b>	<b>5</b>
<b>ARTICLE NO. 12</b>	<b>BENEFITS</b>	<b>7</b>
<b>ARTICLE NO. 13</b>	<b>WORKING CONDITIONS</b>	<b>13</b>
<b>ARTICLE NO. 14</b>	<b>PERSONNEL FILES</b>	<b>16</b>
<b>ARTICLE NO. 15</b>	<b>INVESTIGATION RIGHTS/ASSOCIATION REPRESENTATION</b>	<b>16</b>
<b>ARTICLE NO. 16</b>	<b>GRIEVANCE PROCEDURE</b>	<b>20</b>
<b>ARTICLE NO. 17</b>	<b>MANUAL OF OPERATIONS</b>	<b>23</b>
<b>ARTICLE NO. 18</b>	<b>MANAGEMENT RIGHTS</b>	<b>23</b>
<b>ARTICLE NO. 19</b>	<b>SEVERABILITY</b>	<b>24</b>
<b>ARTICLE NO. 20</b>	<b>WAIVER CLAUSE</b>	<b>24</b>
<b>ARTICLE NO. 21</b>	<b>DURATION AND SIGNATURE DEFINITION OF TERMS</b>	<b>24</b>
	<b>SIGNATURE PAGE</b>	<b>27</b>
<b>APPENDIX A</b>	<b>CLASSIFICATION AND WAGE TABLE</b>	<b>28</b>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE BIG BEAR FIRE AUTHORITY  
AND  
THE BIG BEAR PROFESSIONAL FIREFIGHTERS'  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS - LOCAL 935  
EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2023**

**1     ARTICLE NO. 1 AGREEMENT**

1.1     This Memorandum of Understanding on wages, hours and working conditions is between the designated representatives of the Board of Directors (hereinafter known as the Board) of the Big Bear Fire Authority (hereinafter known as the Authority) and representatives of the International Association of Firefighters, Local 935 (hereinafter known as the Association).

1.2     This Memorandum of Understanding is entered into pursuant to Government Code 3500 et seq, of the State of California. This Memorandum of Understanding shall supersede the Manual of Operations, Big Bear City Community Services District-Fire and Big Bear Lake Fire Protection District/City ordinances, to the extent of any conflict.

1.3     The Association and the Authority will strive to promote a harmonious relationship between the parties to this Memorandum that will result in benefits to the Authority and will provide continuous uninterrupted ems, fire, and rescue services.

**2     ARTICLE NO. 2 RECOGNITION**

The Authority recognizes the Big Bear Professional Firefighters' International Association of Firefighters - Local 935 as the bargaining representative for all regular, full-time employees of the Authority engaged in fire suppression responsibilities in the classifications of Captain, Engineer, Firefighter, Firefighter/Paramedic, Firefighter/EMT and excludes all other job classifications unless specifically identified by the Association and acknowledged by Fire Department management. Any such arrangement shall be in writing and signed by both parties.

**3     ARTICLE NO. 3 PREVAILING BENEFITS**

All written benefits and working conditions enjoyed by the employees at the present time which are not included in the Memorandum of Understanding shall remain in full force and effect, provided that if the Authority proposes to change a policy or ordinance regarding benefits or working conditions, the Association shall have an opportunity to meet and confer with the Authority concerning the proposed changes in policy or ordinance prior to the Authority adopting any change, provided, however, that in the event of an emergency, the Authority may adopt any ordinance, rule, resolution, or regulation without prior notification to the Association. The Authority shall then provide the

Association with such notice and provide an opportunity to meet and confer at the earliest possible time following the adoption of said ordinance, rule, resolution, or regulation.

**4 ARTICLE NO. 4 EMPLOYEE ORGANIZATIONAL RIGHTS**

All employees in the representation unit shall have the right to join and participate or the right to refrain from joining or participating in the activities of the Association and to exercise all rights expressed or implied as set forth in Section 3500 to 3511 of the Government Code of the State of California. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against because of the exercise of the rights enumerated in this paragraph of the Memorandum of Understanding. The provisions of this agreement shall be applied equally by the Authority and the Association to all employees covered hereby without favor or discrimination in accordance with all applicable City, County, State, and Federal laws, and regulations.

**5 ARTICLE NO. 5 ASSOCIATION NEGOTIATING TEAM**

5.1 Two (2) members of the negotiating team shall be allowed reasonable time off with pay per Article 6 all meetings for meeting and conferring which shall be mutually set by the Authority and the Association.

5.2 Additional employees of the negotiating team, with the approval of the Fire Chief, or his/her designee, may be allowed time off with pay to meet and confer.

**6 ARTICLE NO. 6 ASSOCIATION OFFICERS AND COMMITTEE MEMBERS**

The Association may appoint an employee in the bargaining unit to serve as a representative. The Association shall notify the Fire Chief, in writing of the employees appointed as representative. The representative may receive, investigate, and process complaints or grievances of employees. When the nature of the grievance requires immediate action, i.e., irreparable harm to an employee, the representative may be permitted to leave his/her regular work area upon request to the Fire Chief. Such request shall not be unreasonably denied.

Association representatives shall have a total of 47 hours of leave per fiscal year without loss of pay or benefits when formally meeting and conferring with the Authority representatives and grievance representation. Hours not used at the end of any year shall not be carried over to the following year. The Association shall provide reasonable advance written notice to the Fire Chief specifying the dates and hours of leave requested and the personnel involved. Such leave requests shall not be unreasonably denied by the Fire Chief. Once the hour bank set forth above is exhausted, and upon written request from the Association, the Fire Chief in the exercise of his/her discretion may grant Association representatives additional time off without loss of pay for purposes of this section. Subject to the determination of the Fire Chief, meetings called by the Authority to discuss matters within the scope of representation with duly designated Association

representatives when functioning as such representatives shall not be counted against the hour bank set forth above. The representative shall perform the following functions:

- 6.1 Post Association notices.
- 6.2 Distribute Association literature.
- 6.3 Communicate with members regarding Association business.
- 6.4 Work on Association matters mutually beneficial to the Association and the Authority.
- 6.5 Consult with on-duty employees concerning the enforcement of any provisions of the Memorandum of Understanding and/or the processing of any grievance(s).

**7 ARTICLE NO. 7 ASSOCIATION MEETINGS**

Association meetings may be held at any fire department facility between the hours of 1700 and 2400. On Saturday and Sunday, meetings may be held at shift change (0800 hours) and are not to exceed two (2) hours in length. Saturday and Sunday meetings which begin at shift change will be held only with the approval of the on-duty shift captain. The Fire Chief or his/her designated representative shall be notified in advance of said meetings.

**8 ARTICLE NO. 8 FIRE MANAGEMENT/LABOR COMMITTEE**

One (1) labor representative will meet with fire management on a mutually agreeable basis to discuss matters pertinent to the welfare, health, safety, etc., of the Authority and the members. Meetings shall be held during regular working hours whenever possible. They will review and provide input on proposed policies and procedures, develop and review projects and specific programs, and recommend solutions to specific areas of concern. The committee will establish reasonable time frames for accomplishment of the items to be addressed and develop a set of value statements which will guide their activities. They may make recommendations to the Fire Chief concerning items discussed. The Fire Chief will have final authority for recommendations submitted by the committee. Members representing the Association will not normally be compensated over and above their normally scheduled working hours for their time attending meetings or working on assignments or projects. However, the Fire Chief may approve overtime for circumstances which warrant compensation.

**9 ARTICLE NO. 9 BULLETIN BOARDS**

The Department will furnish adequate bulletin board space and a bulletin board at all Stations. This bulletin board is to be used for Association notices and other information of interest to the members.

**10 ARTICLE NO. 10 PAYROLL DEDUCTION OF DUES AND ASSESSMENTS**

10.1 The first two pay periods of each month, the Authority agrees to deduct dues and assessments in an amount certified to be correct by the Secretary/Treasurer of Local 935 and/or the elected Association representative, from the pay of those employees who sign written authorization in the form set forth below.

The dues deduction authorization form shall read: "I hereby authorize Big Bear Fire Authority to deduct from my paycheck and transmit to the Big Bear Professional Firefighters' International Association of Firefighters – Local 935, an amount designated by the Association for dues. This authorization shall remain in effect until revoked by me in writing, anytime, by sending written notice to the Association and the Authority."

10.2 The total amount of dues deducted shall be forwarded by the Authority to the Treasurer of Local 935.

10.3 The procedures required for the payroll deductions of dues and assessments shall be subject to the policies of the Finance Department and other affected departments of the Authority. The Association shall indemnify and hold the Authority harmless from any and all claims, demands or suits, or any other action arising from the deduction of dues and assessments.

10.4 Meals Requirement - Meals are required to be purchased by employees on duty. The rate will be determined by bargaining unit members and deducted from bi-weekly payroll.

**11 ARTICLE NO. 11 COMPENSATION**

11.1 Salary

11.1.1 - Effective July 1, 2021, all unit members shall receive a base salary adjustment of 9%. Effective July 1, 2022, all unit members shall receive a base salary adjustment of 3%. Effective July 1, 2023, all unit members shall receive a base salary adjustment of 3%. See attached Big Bear Fire Authority Classification and Wage Table (Appendix A).

11.1.2 The 1 step Firefighter is a probationary position for starting firefighters for a period of twelve (12) months. Annual step increases for all classifications shall be a merit step increase requiring a "Meets Job Standards" employee evaluation.

11.2 Overtime

The Department will recognize paid leave, backfill, and emergency incident recall as "hours worked" for purposes of calculating overtime.

11.3 Compensatory Time

11.3.1 Bargaining unit employees may earn compensatory time for time worked in lieu of overtime pay, calculated at the overtime rate. Compensatory time shall be accrued at the FLSA Overtime rate up to a maximum of 144 hours.

11.3.2 Overtime that is generated from strike team or special detail will not be eligible for compensatory accrual.

11.4 Minimum Call Back Time

An employee who is recalled for emergency service shall receive overtime wages for a minimum of two hours.

11.5 Paramedic Stipend

Each licensed paramedic within the bargaining unit shall receive, in addition to base pay, a stipend of \$346.15 per pay period. Paramedic stipend shall be reported to the employee's retirement system as compensation earnable or pensionable compensation.

11.6 Promotions

11.6.1 Employees receiving promotions above the classification of firefighter will receive a minimum increase of 5% above their current hourly wage. The 5% increase will be obtained by advancing the employee the appropriate number of steps within the approved Wage Table.

11.6.2 The Fire Chief is authorized to make necessary adjustments to ensure equitable distribution, compensation, and separation among represented members pertaining to this section of the contract.

11.7 Longevity Pay

11.7.1 Effective July 1, 2023, beginning in the fifth year from the date of hire as a full-time Employee, bargaining unit members shall receive a 2.5% longevity pay increase to base pay, which will carry over to the approved salary schedule on future promotions.

11.7.2 Beginning in the tenth year from the date of hire as a full-time Employee, bargaining unit members shall receive a 2.5% longevity pay increase to base pay, which will carry over to the approved salary schedule on future promotions.

11.7.3 Beginning in the fifteenth year from the date of hire as a full-time Employee, bargaining unit members shall receive a 2.5% longevity pay increase

to base pay, which will carry over to the approved salary schedule on future promotions.

11.7.4 Beginning in the twentieth year from the date of hire as a full-time Employee, bargaining unit members shall receive a 2.5% longevity pay increase to base pay, which will carry over to the approved salary schedule on future promotions.

11.7.5 Employees who have received longevity increases from previous MOUs will remain at their current longevity rate which will continue to be added to their base pay until such time as the longevity increase provisions in this MOU are greater. At such time, the employee shall be granted the appropriate longevity increase in accordance with this agreement.

#### 11.8 Working Out of Class

Bargaining unit members working out of class will be compensated for hours worked starting with the 1<sup>st</sup> hour of continuous work in the acting capacity. Once the 1<sup>st</sup> hour of continuous service in the acting capacity has been met, the employee will be paid for all hours worked in the acting capacity, including all hours prior to the 1<sup>st</sup> hour and all hours thereafter. The employee working in the acting capacity will receive a minimum increase of 10% above their normal hourly wage. The 10% increase will be obtained by advancing the employee the appropriate number of steps within the approved salary schedule ending at the closest step at or above the 10% increase.

#### 11.9 **Incentive Pay**

11.9.1 **Education Incentive:** Unit members who hold or obtain a Bachelor's degree that is relevant to their public agency employment shall receive incentive pay in the amount of 5% of their base salary effective July 1, 2022. Unit members who hold or obtain an Associate's degree that is relevant to their public agency employment shall receive incentive pay in the amount of 3% of their base salary effective July 1, 2022. The Fire Chief shall not arbitrarily or unreasonably withhold this incentive.

11.9.2 **Bilingual Incentive:** Unit members who demonstrate bilingual proficiency by passing a Department approved proficiency test shall receive incentive pay in the amount of 1% of their annual base salary effective July 1, 2022. Such employees shall be expected to utilize their bilingual skills as needed during their shifts.

11.9.3 **Physical Fitness Incentive:** The Authority shall provide a Department approved physical fitness test annually for all safety members. Effective July 1, 2022, instead of the \$500 payment set forth in Article 12.13, unit members who



meet or exceed the standard shall receive incentive pay in the amount of 2% of their annual base salary. Such incentive pay is contingent on continued successful completion of the test on an annual basis. Unit members may meet or exceed the physical ability standards by:

- a) Scoring 1,800 or more on the overall physical performance score.or;
- b) Obtaining 15 years or lower on physical fitness age as compared to chronological age.or;
- c) Scoring “ideal” (green) in every fitness parameter in the performance score.

**11.10 Reopener:** During the term of this Agreement, should the tax revenues not exceed the previous year’s budgeted revenues by 3%, the parties agree to reopen Article 11 regarding Compensation to meet and confer in an attempt to mitigate the unforeseen revenue shortfall.

## **12 ARTICLE NO. 12 BENEFITS**

### **12.1 Health Insurance**

12.1.1 During the term of this contract, the Authority will maintain health insurance benefits and co-payments substantially consistent and comparable to the health plans in place as of the date of this MOU.

12.1.2 The Authority shall provide 100% of the highest cost Exclusive Provider Organization (EPO) plan coverage for the employee and their dependents. The Authority will pay the cost of the monthly premium of the highest cost EPO plan that is offered towards higher cost health insurance options (e.g. PPO, POS) offered by the Authority.

12.1.3 Eligible employees who are able to secure health insurance coverage through their spouse or other source with benefits comparable to those provided through Authority sponsored plans may waive coverage under the Authority sponsored plans. The employee shall sign a waiver form provided by the Human Resources Department. The Authority will pay such employee(s) one-half of the employee only contribution of the Authority’s highest EPO premium, for each month thereafter the employee continues to receive health insurance through their spouse or other source.

### **12.2 Dental Insurance**

The Authority will provide dental coverage for the employee and their dependents.

12.3 Life Insurance

The Authority will provide \$100,000 life insurance coverage for the employee only.

12.4 Vision Insurance

The Authority will provide vision coverage for the employee and their dependents

12.5 Employee Assistance Program

The Authority has an Employee Assistance Program that is available to bargaining unit members.

12.6 Education and Certification

12.6.1 Education - Each bargaining unit employee may purchase on an agency provided credit card (CalCard) or will be reimbursed per policy up to \$700 per fiscal year for department approved education costs related to the Fire Service. Approved costs include but are not limited to: books, tuition, special equipment, vehicle mileage, and per diem. Shift employees will be allowed to attend approved courses while on duty and receive their regular wage during travel and classroom time. Shift employees that are off duty will not receive wages or overtime for training. Costs incurred for training or classes mandated by management will not be subject to the education allowance. Beginning with the 2021-2022 fiscal year the maximum amount of tuition reimbursement shall increase to \$1,500.

12.6.2 Certifications

12.6.2.1 All Fire Department employees are required to be certified in AHA BLS for Healthcare Provider CPR prior to employment, and are required to maintain such certification.

12.6.2.2 Shift personnel with the rank of Captain and below are required to be certified EMTs and are required to maintain such certification. The Authority will compensate employees for training and certification for CPR and/or EMT, including re-certifications.

12.6.2.3 Unless specifically exempted by the Fire Chief, the Authority will compensate employees for training, licensing and certification of CPR, Advanced Cardiac Life Support and/or Paramedic license including re-certification.

12.7 Family Leave

Pursuant to the Federal Family and Medical Leave Act of 1991 and the Family Rights Act of 1991, the Big Bear Fire Authority sets forth the policy for family leaves for employees of the Big Bear Fire Authority. Bargaining unit members may use up to 96 hours of accrued PTO leave for family leave. Refer to the personnel policies for further information.

12.8 Paid Time Off (PTO)

12.8.1 (PTO) is in lieu of Sick Leave, Earned Time Off (ETO)-Vacation, and Earned Time Off (ETO)-Holiday. Effective January 2022, Holiday pay shall be as set forth in section 12.14.

12.8.2 PTO may be used for any purpose, but its use shall be governed by the Personnel Policy in respect to leave usage.

12.8.3 There shall be two categories of PTO:

12.8.3.1 Scheduled PTO: Any leave that can be reasonably forecast or anticipated, i.e., vacation leave, scheduled medical/dental appointments, personal leave, etc.

12.8.3.2 Unscheduled PTO: Any leave that is genuinely of an unanticipated nature, i.e., sick leave, bereavement leave, etc.

12.8.3.3 Either type of leave must be approved per the Personnel Policy.

12.8.3.4 PTO Accrual:

PTO shall be accrued as follows:

<u>Years of Service</u>	<u>Annually</u>	<u>Bi-Weekly</u>
1 through 4 years	17 shifts	15.69 hours
5 through 9 years	19 shifts	17.53 hours
10 or more years	22 shifts	20.31 hours

12.8.4 Each employee's maximum accrual of PTO shall be equal to three (3.0) times the employee's annual entitlement. The following chart shows three (3) times an employee's annual entitlement in hours:

<u>Years of Service</u>	<u>3 Times Annual Entitlement</u>
1 through 4 years	1,224 hours
5 through 9 years	1,368 hours
10 or more years	1,584 hours

If the employee's PTO bank reaches its maximum accrual, the employee will be compensated for their bi-weekly leave accrual in lieu of forfeiting the accrued hours. The accrued leave bank in excess of the maximum amount allowed will be paid at the employee's current base rate of pay.

12.8.5 PTO Cash Out - Employees may cash out up to two-hundred and forty (240) hours of PTO per fiscal year. However, they must maintain a minimum leave amount of seventy-two (72) hours.

#### 12.9 Deferred Compensation Plans

The Employer shall maintain the deferred compensation plans in existence on the date of this MOU, namely Lincoln Financial Group, and Nationwide Retirement Solutions.

#### 12.10 Equipment Issue and Allowance

Upon initial hiring of new employees, the Authority shall provide a minimum of two (2) work uniforms NFPA 1975 compliant (uniform pants, shirts, boots, etc.) and all safety equipment required by State law (turnouts, helmets, brush over-shirt and over-pant, etc.). Said employees shall receive no work uniform allowance for the remainder of the fiscal year.

#### 12.11 Uniform Allowance

12.11.1 Employees will receive a \$1200 uniform allowance benefit during the second pay period in July of each year to compensate the employee for purchasing uniform and other approved apparel.

12.11.2 All Department members are required to keep their uniform and other wearing apparel in good condition. Good condition shall be determined by a Chief, Supervisor, or Captain. Uniforms and other wearing apparel not meeting department standards shall be promptly removed from service.

12.11.3 The Department will purchase for the employee all other wearing apparel that is not part of the employee's regular duty uniform. Footwear, winter jackets, and other Personal Protective Equipment (PPE) will be purchased by the department.

The Authority shall determine, consistent with law, the equipment necessary for an employee to safely perform the employee's job duties.

The employer shall determine the style and/or types of Authority-issued apparel.

#### 12.12 Retirement

12.12.1 All full-time regular employees participate in the San Bernardino County Employee's Retirement Association (SBCERA). This contract will not include the 7.37% employer pick-up of the SBCERA employee contribution, as was in the prior Big Bear Lake Fire Protection District MOU agreement. Employees will be responsible for their full contribution as stated in the current SBCERA guidelines.

12.12.2 For employees hired prior to January 1, 2013, who are current members of a reciprocal agency and have not been separated from service from such agency for six months or more, the Authority participates in the 3% at 50 retirement formula effective for employees covered by safety retirement.

12.12.3 Safety employees hired on or after January 1, 2013 who thereupon become "new members" in SBCERA shall be subject to the 2.7 @ 57 retirement formula mandated by the California Public Employees' Pension Reform Act of 2013 (PEPRA) pursuant to Government Code 7522.25(d). Said new safety members shall contribute from their reportable compensation 50% of "normal cost" as dictated by SBCERA for their defined benefit pension plan. In all other respects, safety employees who are considered "new members" shall be subject to the terms and requirements of PEPRA.

12.12.4 Health Retirement Account (HRA) - Actively employed bargaining unit employees will receive an annual \$5,000 contribution into an HRA.

12.12.4.1 Vesting

- A. Grandfather Clause for previous BBLFPD employees: All members with five or more years of service as of July 1, 2016 will immediately vest in the HRA program. Vested members qualify for this benefit if they have physically worked a full schedule, on average, for the current fiscal year. Leave hours, paid or otherwise, do not count toward the calculation for eligibility. Employees hired after July 1, 2016 will need five years of active employment as the vesting requirement, the same as the SBCERA defined benefit pension plan.
- B. Grandfather Clause for previous BBCCSD-Fire OPEB employees: All vested members will receive their defined funded amount per represented employee as is listed in the HRA policy. Non vested employees will need five years of active employment as the vesting requirement, the same as the SBCERA defined benefit pension plan.
- C. New Members: Employees hired on or after July 1, 2018 will need five years of active employment as the vesting

requirement, the same as the SBCERA defined benefit pension plan.

#### 12.12.4.2 HRA Separation Terms

##### A. Grandfathered BBLFPD Employees

1) All previously grandfathered BBLFPD active and fully vested members as defined above, hired before July 1, 2016, who separate from employment before June 30, 2021, will receive \$25,000, total cumulative contribution to an HRA. If this member separates from employment after June 30, 2021, they will also receive the current HRA agreement annual amount starting from the June 30, 2021 date.

2) All active and vested members as defined above, hired after July 1, 2016, and who separate employment, will receive their HRA account balance according to the HRA Agreement.

##### B. Grandfathered BBCCSD-Fire OPEB Employees

1) Retirement Separation of Employment: All previously grandfathered BBCCSD-Fire members as defined above, and who meet retirement eligibility, per SBCERA rules, will receive their defined funded amount per represented employee as is listed in the HRA policy.

2) Separation of Employment: All active and vested members as defined above, who separate employment will receive their HRA account balance according to the HRA Agreement.

C. All active and vested members as defined above, hired on or after July 1, 2018, and who separate employment, will receive their HRA account balance according to the HRA Agreement.

#### 12.13 Physical Fitness Program

12.13.1 The Authority shall provide physical fitness exams annually for all safety members. Those members who meet or exceed the standard shall receive a onetime payment of \$500.00 annually. 12.13.2 Unit members may meet or exceed the physical ability standards by:

- a) Scoring 1,500 or more on the overall physical performance score.
- b) Obtaining 15 years or lower on physical fitness age as compared to chronological age.
- c) Scoring “ideal” (green) in every fitness parameter in the performance score.

12.13.3 Payment will be made yearly upon meeting one of the required fitness scores. Members who do not meet or exceed standard but increase their

overall score by 150 points from previous score exam will receive a onetime payment annually of \$150.

12.13.4 This Article 12.13 will sunset on July 1, 2022 and be replaced by the provisions of Article 11.9.3.

12.14 Holiday Pay: Effective the first pay period January 2022 and each January thereafter, all fire suppression employees shall receive, in addition to PTO, a total of 72 holiday hours which must be used during the calendar year in which they are awarded. Holiday hours that are not used shall be cashed out and paid during the final paycheck in December.

### **13 ARTICLE NO. 13 WORKING CONDITIONS**

#### **13.1 Bargaining Unit Work and Work Hours**

13.1.1 Subject to, and without in any way limiting the discretion of the Authority to staff and operate the Fire Department, the Fire Chief shall consider the use of bargaining unit employees prior to subcontracting bargaining unit work, or prior to using paid-call or reserve firefighters to perform bargaining unit work. Discussions regarding this provision may be conducted with the Fire Chief or his designated representative(s) and the bargaining unit employee representative(s).

13.1.2 The Authority and the Association acknowledge that the Authority has elected the 7(k) exemption under the FLSA for bargaining unit employees and has designated a work period of fourteen (14) days.

13.1.3 A normal shift shall consist of 24 hours averaging 10 shifts per month in a 12-month period. A normal work shift will commence at 0800 hours and conclude at 0800 hours the following day. A normal workday shall consist of 8 hours, starting at 0800 hours and ending at 1700 hours. Employees shall be given two 10-minute breaks in an 8-hour period. Employees shall be given a 60-minute lunch break, which is not included within said 8-hour workday.

13.1.4 In the event that the 48/96 schedule requires a particular shift (affected shift) to work on both December 24 and December 25, the affected shift will switch scheduled work days with the preceding shift (relief shift) as follows: the entire affected shift will work on December 22 and December 25. The entire relief shift will work December 23 and December 24. These changes will be considered regular work days for the shifts and are subject to normal fire department practices regarding leave requests, shift trades, etc.

#### **13.2 Early Relief and Standby Trades**

Whenever a member desires an early relief from shift, the member will request approval from the Shift Station Captain and advise him/her of the name of the member who will relieve him/her or standby for him/her. These trades do not

require the filling out of a time trade form, but shall be noted in the log or journal by the Shift Station Captain.

### 13.3 Time Trades

13.3.1. Approval and authorization of time trades may be granted by the Fire Chief or his/her designated representative after each member has properly input the request into Telestaff and notified the staffing Captain. Trading time shall only be allowed between employees capable of performing the requirements of the positions to be filled. Since time trades are done for the convenience of the employee, in no case shall a trade arrangement be considered in computation of overtime or certification to a higher rank,

13.3.2 When two (2) employees of the same classification have an approved time trade, the employee who traded for the shift off shall be relieved of any further responsibility for working or covering that tour of duty. The employee that accepts the trade shall be held responsible for all normal shift duties. Time trades shall not affect payroll calculation or method.

### 13.4 Workers' Compensation Injury

13.4.1 Provided there is compliance with California Labor Code requirements, employees will have a choice of doctor (to be on file with the Authority prior to the injury) and hospital for treatment of a work-related injury. The Authority will provide Association members with information on their rights under the California Labor Code. The Authority continues to also reserve the right to require the employee to be seen by an Authority-appointed physician. The Authority would incur the cost for the Authority-required physician visit.

13.4.2 Any job related injuries will be reported to the employee's supervisor and/or Human Resources within twenty-four (24) hours.

### 13.5 Seniority/Layoff Procedure

13.5.1 Seniority shall be based on the length of continuous full-time service using the latest employment date. Secondly, if needed to distinguish further, seniority dates will be used from the agencies that merged into the BFA. Seniority shall be recognized by the Authority in the event of layoff. The Authority shall designate the classifications of employees to be laid off. The junior member or members in that classification shall be laid off in reverse order based on seniority. An employee scheduled to be laid off may request a voluntary demotion to a lower classification providing the employee was employed by the Authority in the lower classification. However, an employee who is subject to demotion may at his/her option, be assigned to the position of Firefighter without prior experience with the Authority in that position. Employees who have been



voluntarily demoted shall be reinstated into the higher classification whenever there is a vacancy in the higher classification.

13.5.2 While this Memorandum of Understanding is in effect, no new employees shall be hired until employees who have been laid off in the past three (3) years have been given the opportunity to return to work.

13.5.3 Employees on the re-employment list shall forfeit their right to return to work by refusing an assignment to return to work. Employees must be physically and emotionally qualified to return to work. Employees laid off will be offered a separation physical examination. Upon re-employment employee will be given a physical and/or psychological examination to ascertain that employee is able to perform the essential functions of the job, with or without reasonable accommodation. The physical examination is to be at Authority expense.

13.6 Absentee Positions

Absentee positions, except in emergency, shall be filled forty-eight (48) hours or more before the position's duty day.

13.7 Promotional Process

13.7.1 The Authority shall post job announcements on bulletin boards in all fire stations and email to each member as the methods of informing employees of promotional opportunities. The announcements shall be posted no later than seven (7) days prior to the closing date for filing for the position. Employees shall be allowed to take time off with pay to take Authority examinations and to attend scheduled interviews conducted for promotional opportunity within the Big Bear Fire Department.

13.7.2 A minimum of two (2) eligible candidates must be available and actually participate in the promotional process in order to keep the promotion "closed". In the event there are less than two (2) eligible employees applying, the Authority may, at its discretion, open the position to outside, qualified candidates who meet the eligibility criteria.

13.8 Court Fines

The Authority shall pay for court fines imposed upon any member as a result of his/her being cited for mechanical or legal defects in Authority equipment which he/she has been directed to operate. Members shall report in writing to the shift Captain or Chief any defects in Authority equipment detected during the inspection or operation of the equipment. Failure to report receipt of a citation for mechanical defects by the end of a tour of duty in which the member received a

citation for such defect shall relieve the Authority of its obligation to pay a subsequent fine for that member for the same condition.

13.9 Jury Duty

All full-time Authority employees who receive a summons for jury duty will receive their regular salary and benefits for up to two (2) weeks. The employee must return to their shift assignment once released from jury duty if they may reasonably do so given the time of day and the location of the jury duty. Any additional time spent on jury duty must be covered using approved leave.

14 **ARTICLE NO. 14 PERSONNEL FILES**

14.1 No member shall have any comment adverse to his/her interest entered in his/her personnel file without the member first having read and signed the instrument containing the adverse comment indicating he/she is aware of such comment. Should a member refuse to sign, that fact shall be noted on the document, witnessed by another person other than the supervisor, and may be placed in the member's personnel file.

14.2 A member shall have fifteen (15) days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment. This Article shall be retroactive and apply to any comments presently in a member's personnel file. No documents are to be removed from a member's personnel file without the member's knowledge. (Exception: Administrative documents, W-2 forms, payroll sheets, etc.).

14.3 An employee who receives a negative notation (written reprimand, letter of instruction, or a notation on a less than standard rating in an employee evaluation) in his/her personnel file may request a review, after one (1) year from the date of the negative notation, to expunge that notation. The Fire Chief shall have the sole authority to approve the request, and this decision shall not be subject to the grievance process.

15 **ARTICLE NO. 15 INVESTIGATION RIGHTS/ASSOCIATION REPRESENTATION**

15.1 Any member of the Association required to meet with any supervisor or chief officer, or attend a meeting of the Authority regarding possible disciplinary action shall have an Association representative in attendance if desired by the member. However, the member shall have the right to meet alone with any of the above if the member so chooses and requests in writing. Any such meeting shall be preceded by at least one (1) hour notification of the time and purpose of the meeting to the Member and Association representative; however, the member may waive any advance notification. A waiver of advance notice by the member shall mean a waiver of advance notice by the Association representative.

## 15.2 Discipline Appeal Process

The procedures outlined herein constitute the informal and formal steps.

### 15.2.1 Right of Appeal

Any employee holding a regular appointment in the Civil Service who has been suspended, demoted, dismissed, or reduced in step within his/her range shall be entitled to request a hearing as set forth below. Written reprimands shall not be subject to the Discipline Appeal Process. Rather, an employee that receives a written reprimand may request a hearing before the Fire Chief to appeal the appropriateness of the reprimand. This hearing before the Fire Chief is not an evidentiary hearing, and the Fire Chief's decision is final and binding. An employee receiving a reprimand may also choose to submit a written response to the reprimand for the record. Nothing in this Discipline Appeal Process impacts the Authority's right to release a probationary employee without cause or for failure to pass the probationary period.

### 15.2.2 Employee Representation

At any step in the Discipline Appeal Procedure, the employee concerned may choose to represent himself/herself; or that Certified Employee Organization which has been recognized by the Authority for that Representation Unit to which the employee's classification is assigned; or by legal counsel. The employee concerned shall be personally present at all stages unless that employee specifically waives the right in writing.

## 15.3 Appeal Procedure

### 15.3.1 Protest

Within seven (7) calendar days of the receipt of written notice of proposed disciplinary action, the disciplined employee may protest the proposed disciplinary action by requesting an Administrative/Fire Chief Review. Such protest shall be made in writing to the Fire Chief with a Copy sent to the Human Resources Department and/or designee.

### 15.3.2 Administrative/Fire Chief Review

The Human Resources Department and/or designee, within seven (7) calendar days of the receipt of such an employee's protest, shall initiate arrangements to hold an informational meeting between the Fire Chief and the employee, unless the Fire Chief has recommended the action or such a meeting has already occurred. The Fire Chief shall conduct such investigation deemed advisable which shall include the holding of a meeting with the employee. At the conclusion of the review and within

fourteen (14) calendar days of receipt of the employee's request, the Fire Chief may revoke, modify, or affirm the initial disciplinary action and shall, in writing, specify his/her intention, together with any further information relative to the case, which he/she believes is important. Such written specification by the Fire Chief shall be submitted to the employee and a copy sent to the Human Resources Department and/or designee. If there is a decision not to proceed with the action, all notices regarding the proposed action shall be destroyed in accordance with applicable law.

#### 15.3.3 Evidentiary Hearing

An employee disciplined under the Authority's Personnel Policies shall have the right to appeal the Fire Chief's decision. The appeal shall be heard by the governing Board. As an alternative, and if the parties mutually agree, the appeal can be heard by an agreed-upon arbitrator. The hearing would be in closed or open session at the option of the employee. All such appeals shall be filed in writing with Human Resources and/or designee on or before 5:00 p.m. of the fifteenth (15<sup>th</sup>) calendar day following the giving of notice of the Fire Chief's decision. For the purpose on an evidentiary hearing, the date of "giving of notice" shall be either the date that the employee is personally served with the notice, or the date that such notice was placed in the United States Postal Service certified mail. Under exceptional circumstances Human Resources and/or designee may extend these time limits by a maximum of seven (7) days if done in written notice. Failure, for any reason, to file an appeal within the time permitted shall be conclusively deemed to be an acceptance of the Fire Chief's decision.

15.3.4 Upon receipt of a timely appeal, the Human Resources Department and/or designee shall set the matter for hearing and provide written notice to all parties.

15.3.5 At the time set for the hearing, the Board/Arbitrator shall hear and consider the evidence presented by the Fire Chief, or designee, for the disciplinary action taken. The employee shall be given the right to cross-examination of any witness. The employee shall be given a reasonable opportunity to present any competent and relevant evidence and be heard, personally or through a representative, employed at the employee's expense. The employer shall then be given a reasonable opportunity of cross-examination of any witness so called.

15.3.6 Proceedings before the Board/Arbitrator need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall observe the substance of the rules of evidence, to the end that the matter may be fully heard and determined upon evidentiary matter which reasonable people rely on in the conduct of serious business affairs. The hearings shall be held in closed session, unless the employee requests otherwise.

#### 15.4 Decision — Final and Conclusive

Following the hearing, the Board/Arbitrator shall make findings of fact, affirm, reverse or modify the decision appealed from, provided, however, that the Board/Arbitrator shall not increase the severity of the penalty imposed by the Fire Chief. The Board/Arbitrator shall give written notice to the employee, the Fire Chief, the Human Resources Department and/or designee of its determination. Such determination shall be final and conclusive.

15.5 Reimbursement for Loss of Pay

Reimbursement, consistent with the terms of the final decision, shall be made to an employee for loss of pay due to a disciplinary action which is subsequently revoked or modified. Such reimbursement pertains to and is confined to the period of time between the date of initial action and ending with the date of final decision.

15.6 Waiver of Steps or Time Limits

Notwithstanding any provisions of this Article, any time limit or stage of procedure specified in this Article may be waived upon written consent of all parties involved.

15.7 No Interruption of Work

During the determination of a discipline appeal herein, there shall be no interruption of scheduled work relating to the discipline appeal, except as provided by the appeal process above. However, reasonable Authority work time shall be provided the employee to meet with his/her representative. The employee shall give his/her supervisor reasonable prior notice of the date and estimated time needed. The supervisor shall document such requests and the actual amount of time taken. If the discipline is sustained, the employee shall elect to have the Authority time used for the above meeting(s) deducted from their accrued leave or have an equivalent amount deducted from their next paycheck.

15.8 This section shall supersede Section 16 with regards to disciplinary action. An employee will have the right to arbitration for the purpose of appealing a disciplinary action.

**16 ARTICLE NO. 16 GRIEVANCE PROCEDURE**

16.1 The Authority and Association realize the importance of a viable Grievance Procedure to aid in the resolution of disputes among employees, supervisors, and management. It is recognized that, to maintain morale and harmonious relations, an orderly method of processing a grievance is necessary.

16.2 This procedure is intended to establish a systematic means to process a grievance and to obtain fair and proper answers and decisions regarding employee complaints. The representatives of employees and management at all levels will make continuing efforts

Memorandum of Understanding

BBFA

01/01/2021 – 12/31/2023

to secure prompt disposition of grievances. Every effort should be made to resolve grievances in the informal process. The initiation of a grievance in good faith by a member shall not cast any adverse reflection on the member's standing with his/her supervisor or his/her loyalty as an Authority employee.

16.3 The procedures outlined herein constitute the informal and formal steps necessary to resolve a member's grievance. (An attempt to settle a grievance in the informal structure at the member-supervisor level is required.) The grievance must be submitted to the Informal Step within fifteen (15) days of when the member is aware of, or in exercising reasonable diligence should have been aware of conditions, acts, or omission precipitating the grievance or the member loses the right to grieve.

16.4 The aggrieved member shall have the right to be represented. This representation may commence at any step in the Grievance Procedure. No person hearing a grievance need recognize more than one (1) representative for any member at any one time, unless he/she so desires. However, if the member's legal counsel is not from the Association a representative of the Association may attend the grievance hearing(s) to ensure that the solution reached does not violate the terms of the Memorandum of Understanding.

16.5 Informal Step: Initially, the grieving member shall, on a personal face-to-face basis, discuss his/her complaint with his/her immediate supervisor. Within five (5) days of this meeting, the supervisor shall give his/her decision to the employee orally.

16.6 Formal Steps: If the grievant is not satisfied with the decision at the Informal Step, he/she shall proceed with the following steps:

16.6.1 Step 1. Written Grievance to Supervisor

The grievant shall submit his/her grievance in writing on a grievance form to his/her immediate supervisor within five (5) days of being informed of the supervisor's informal decision or lack of response. Within five (5) days of receiving the written notification of the member's grievance, the supervisor shall meet with the grievant and thoroughly discuss the grievance. The member may appear personally, and he/she may be represented by a representative of his/her choice. In any event, the supervisor shall give a written decision on the grievance form to the grievant within five (5) days after receipt of the written grievance. If the grievance has not been satisfactorily resolved at Step 1, it may be appealed within five (5) days to the Fire Chief at Step 2. Such appeal shall include a factual basis as to why the resolution is unsatisfactory.

16.6.2 Step 2. Written Grievance to Fire Chief

The steps outlined in Step 1 shall be followed by the grievant and the Fire Chief. If the grievance has not been satisfactorily resolved at Step 2, it may be appealed

within five (5) days to the Board, Step 3. Such appeal shall include a factual basis as to why the resolution is unsatisfactory.

#### 16.6.3 Step 3. Written Grievance to the Board

The Chairman and Board will be advised of the general nature of the case and will set a time, date, and place for hearing the grievance within thirty (30) days. The grievant and the Board will be notified of the date, time, and place of the hearing. The decision of the Board will be in writing and transmitted to the parties within twenty (20) days after the close of the hearing. Failure by the Board to meet the aforesaid time limit will mean the grievant will initiate Step 4 of the grievance procedure. The decision of the Board is final and binding on all parties, except that grievances based on alleged violation of the Memorandum of Understanding may be appealed within five (5) days to arbitration at Step 5.

#### 16.6.4 Step 4. Arbitration

- a. If the grievant is not satisfied with the decision of the Board and the grievance is based upon this Memorandum of Understanding, the Association may appeal the decision with the concurrence of the grievant within five (5) days of the receipt of the Board's decision by notifying the Fire Chief or designee of the desire to go to arbitration by filing the appropriate form.
- b. After the request for arbitration has been received by the Fire Chief or designee, the parties shall agree within seven (7) days on an acceptable arbitrator. In the event the parties cannot agree on an arbitrator, the parties shall request a list of five (5) arbitrators from the California State Mediation and Conciliation Service from which the parties shall alternately strike names and the remaining name shall become the arbitrator.
- c. If any question(s) arise as to the ability to arbitrate the grievance, such question(s) will be ruled upon by the arbitrator.
- d. The arbitrator shall limit decisions strictly to the application and interpretation of the provisions of the Memorandum of Understanding.
- e. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the terms of this Memorandum of Understanding.
- f. The arbitrator shall be without power to make decisions limiting or interfering with the powers, duties, and responsibilities of the Board under its bylaws, and rules and regulations having the force and effect of law giving full legal effect to.
- g. The arbitrator shall consider only those issues, facts, opinions, and information which have been properly carried through all prior steps of the grievance procedure.

Memorandum of Understanding

BBFA

01/01/2021 – 12/31/2023

- h. All costs for the service of the arbitrator including, but not limited to, per diem expenses, travel expenses, and subsistence expenses shall be borne equally by the Board and the Association and/or employee.
- i. All other costs will be borne by the party incurring the expense.
- j. The arbitrator should render a decision no later than thirty (30) days after the conclusion of the hearing. Such decision shall be final and binding on the parties. The arbitrator's decision is subject to appeal by either party to the courts in a manner prescribed by law.
- k. Copies of the award shall be in writing and set forth the arbitrator's opinion and conclusions on the issue and copies shall be furnished both parties.
- l. The Association shall discourage any attempt of employees and shall not encourage or cooperate with any employee in any appeal to any court unless the Association is the moving party or appeal to other governmental agencies, the decision of the arbitrator. The Association or the employee shall not use any means to attempt to bring about a settlement of any grievance other than via the grievance procedure. The processing of a grievance beyond Step 2 shall constitute an expressed election on the part of the grievant that the grievance procedure is the chosen forum for resolving the issues contained in the grievance and that the grievant will not resort to any other forum for resolution or review of the issues.
- m. No public comment shall be made by any party involved in the grievance procedure until both parties have received a decision by the arbitrator.
- n. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Memorandum of Understanding.
- o. The arbitrator shall have no power to establish salary schedules or structure.
- p. In case of a grievance involving any contingency or other monetary claim against the Authority, no award shall be made by the arbitrator which shall allow any alleged accruals when such grievance has not been presented to the Authority in writing within fifteen (15) days of the occurrence of the event which gives rise to the grievance.
- q. The arbitrator shall not interpret State or Federal law, but confine the decision to the contents of the Memorandum of Understanding.
- r. The arbitrator shall not hear a grievance previously barred by the parties or an arbitrator or on an issue previously denied by an arbitrator.

16.7 Miscellaneous



- 16.7.1 Nothing contained herein will be construed as limiting the right of any employee alleging a grievance to discuss the matter informally with any appropriate member of the administration and to have the grievance adjusted without intervention of the Association provided the adjustment is consistent with the terms of the Memorandum of Understanding and that the Association has been given an opportunity to be present at such adjustment and to share its view.
- 16.7.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered maximum and every effort should be made to expedite the process. The time limits, however, may be extended by mutual written agreement.
- 16.7.3 No reprisals of any kind shall be taken by the Authority or its agents against anyone because of participation in the grievance procedure.
- 16.7.4 Forms for filing grievances will be prepared jointly by the Authority and the Association.
- 16.7.5 Every effort shall be made to schedule hearings for the processing of grievances at times which will not interfere with the regular duties of the participants. If any grievance hearing must be scheduled during regular duty time, the grievant, the employee who is the employee's representative, or any employee required by either party to participate as a witness in such a hearing, shall be released from duties without loss of pay for participation in the hearing.

**17 ARTICLE NO. 17 MANUAL OF OPERATIONS**

Policies/procedures will be adopted according to the Personnel Policy. The Association, Fire Administration, and Human Resources will be able to view/print a copy of each policy/procedure as it is adopted.

**18 ARTICLE NO. 18 MANAGEMENT RIGHTS**

The Association agrees that the Board's authority is limited only by that which is inconsistent with law or in violation of specific provisions of this Memorandum of Understanding. The Parties agree that the Board's authority is invested in the Fire Chief. The Fire Chief shall have the authority and responsibility for overall management and supervision of the fire department, including but not limited to personnel, equipment, budget, and operations. The Fire Chief has the responsibility and authority to manage, plan, and direct, on behalf of the public, all operations and activities of the Fire Department, both to the fullest extent authorized by law, or policy, and in any manner of decision which the Fire Chief deems appropriate.

**19 ARTICLE NO. 19 SEVERABILITY**

19.1 If any provision of this Memorandum of Understanding is held by the proper legislative or judicial authority to be unlawful, unenforceable, unconstitutional or not in

accordance with applicable statutes or not applicable to charter cities, all other provisions of the Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding. If there is any conflict between the provisions of this Memorandum of Understanding and the provisions of federal or state law, the provisions of the federal or state law shall be controlling.

19.2 Upon the issuance of a decision declaring any Article, Section or portion of this Memorandum to be unlawful, unenforceable, unconstitutional or not applicable to charter cities, the parties agree to meet and confer immediately concerning only those Articles, Sections, or portions.

**20 ARTICLE NO. 20 WAIVER CLAUSE**

Except as stated in other portions of this Memorandum of Understanding, the Board and the Association, for the life of this Memorandum of Understanding, each agree that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this Memorandum of Understanding. However, they may meet by mutual agreement or as required by Government Code Section 3504.5.

**21 ARTICLE NO. 21 DURATION AND SIGNATURE**

21.1 This Memorandum of Understanding shall become effective January 1, 2021 and shall continue in full force and effect until December 31, 2023.

21.2 If a successor Memorandum of Understanding has not been reached by 12:00 midnight on December 31, 2023, the terms and conditions of the Memorandum of Understanding shall be extended one (1) year or until a successor Memorandum of Understanding is adopted.

21.3 All terms and conditions set forth in the Memorandum of Understanding are hereby acknowledged and agreed to by the representatives of the Authority and Association on the 1st day of December 2020.

21.4 In the event either party wishes to negotiate a successor Memorandum of Understanding, it is desirable such party notify the other party in writing by July 1, 2023 that they wish to commence negotiations.

21.5 In the event the District should initiate negotiations with another agency to serve as a contractor for fire suppression and related services, the parties agree to meet to discuss the terms of a Transitional MOU.

**DEFINITION OF TERMS**

**AUTHORITY:** Shall mean the Big Bear Fire Authority.

**BOARD:** Shall mean the Board of Directors of the Big Bear Fire Authority.

Memorandum of Understanding

BBFA

01/01/2021 – 12/31/2023

- DAY: A day is a day on which the Fire Authority offices are open for business. A day is the passage of twenty-four hours from a given point in time. Time limitations are established to settle a grievance quickly. Time limitations may be modified by agreement of the parties. If at any state of this Grievance Procedure the grievant is dissatisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review. The grievant may proceed to the next step if a reviewing official does not respond within the time limitations specified.
- EMPLOYEE: The term "employee" shall include all safety personnel within the Fire Authority Representation unit exclusive of management or confidential employees.
- EMPLOYER: Shall include the Big Bear Fire Authority or any management or administrative representative or elected official thereof.
- F.L.S.A.: Fair Labor Standards Act.
- GRIEVANCE: A grievance is an alleged violation of the terms of this Memorandum of Understanding or the Manual of Operation, Policies, IOMs, ordinances, laws, or rules of the Authority, and that by reason of such alleged violation, an employee's rights have been adversely affected.
- GRIEVANT: A grievant is a member as defined in the Memorandum of Understanding. In order to avoid the necessity of processing numerous similar grievances at one time, a single grievance may be filed by the Association on behalf of a group.
- GRIEVANCE FORM: A grievance form shall be a form developed and agreed upon by the Authority and the Association that will follow the steps in the Grievance Procedure and contain a clear factual statement as to why the grievant feels specific rights have been violated. Originals shall be returned to the grievant.
- SHALL AND MAY: "Shall" is mandatory. "May" is permissive.
- MEMBER: Shall include Fire Safety Personnel in the classification of: Firefighter; Engineer; Captain; and any additional classification within, as may be established by the Board of Directors and is included in the representation unit.

Memorandum of Understanding


BBFA


01/01/2021 – 12/31/2023


SHIFT:


Means a twenty-four (24) hour tour of duty for the Fire Authority, except for such members as may work a forty (40) hour average work week.

**BIG BEAR PROFESSIONAL FIREFIGHTERS' INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS – LOCAL 935:**


By:  Date: 12/2/2020  
Andrew Crane  
Labor Representative

By:  Date: 12-10-2020  
Brian Lambert  
Labor Representative

By:  Date: 12/2/2020  
Matthew Fonda  
Labor Representative

By:  Date: 12/2/2020  
Chad Meketarian  
Labor Representative

**BIG BEAR FIRE AUTHORITY:**

By:  Date: 12/8/20  
John Green, Board Chairman

By:  Date: 12-7-20  
Jeff Willis, Fire Chief

By:  Date: 12/2/20  
Kristin Mandolini, Senior Finance Officer/Human Resources Manager

Appendix A



**BIG BEAR FIRE AUTHORITY**  
 Suppression Classification and Wage Table  
 July 1, 2018 to December 31, 2019

Job Classification	Hourly Rates										Annual Range		
	1	2	3	4	5	6	7	8	9	10			
Fire Captain	31.44	32.22	33.03	33.85	34.70	35.57	36.46	37.37	38.30	39.26	\$86,642	to	\$108,204
Fire Engineer	27.14	27.82	28.51	29.23	29.96	30.71	31.47	32.26	33.07	33.90	\$74,800	to	\$ 93,415
Fire Fighter	23.43	24.02	24.62	25.24	25.87	26.51	27.18	27.86	28.55	29.27	\$64,583	to	\$ 80,655

\* Paramedic Stipend additional \$9,000 annually per Represented Employee