

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**RANCHO ADOBE FIRE PROTECTION DISTRICT**  
**AND THE**  
**RANCHO ADOBE PAID FIREFIGHTERS ASSOCIATION,**  
**Local 1401**  
**July 1, 2021 - June 30, 2023**

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## **ARTICLE 1 DESIGNATION OF THE PARTIES**

1.1 This Memorandum of Understanding Between Rancho Adobe Fire Protection District and The Rancho Adobe Paid Firefighters Association (together with all appendices attached hereto, this "**Agreement**") is entered into by and between the Rancho Adobe Fire Protection District ("District") and the Rancho Adobe Paid Firefighters' Association Local 1401, ("Union") (District and Union are collectively referred to herein as the "**Parties**" and individually as a "**Party**").

## **ARTICLE 2 RECOGNITION**

2.1 The District recognizes the Union as the exclusive representative of the firefighters employed by the District.

2.2 The term "Employee" or "Employees" as used herein shall refer only to Full-Time Benefit employees employed by the District in the classification of a Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain.

## **ARTICLE 3 AUTHORIZED AGENTS**

3.1 For the express purpose of administering the terms and provisions of this Agreement:

A. District's principal authorized agent shall be the Chair of the Board or duly authorized representative (address: 11000 Main Street, P.O. Box 1029, Penngrove, California 94951, telephone: (707) 795 6011), except where a particular District representative is specifically designated in the Agreement.

B. The Union's principal authorized representative shall be its President or duly authorized representative (mailing address, P.O. Box 1051, Penngrove, California 94951, telephone: (707) 849-2395

## **ARTICLE 4 SEVERABILITY**

4.1 The provisions of this Agreement shall be subordinate to federal or, state laws or District provision.

4.2 If any court of competent jurisdiction finds any provision of this Agreement to be unenforceable or invalid, then such provision shall be ineffective to the extent of the court's finding without affecting the enforceability or validity of the Agreement's remaining provisions.

## **ARTICLE 5 FULL UNDERSTANDING, MODIFICATION, and WAIVER**

5.1 This Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the Parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

5.2 It is agreed and understood that each Party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other Party shall not be required to negotiate, with respect to any matter covered herein.

It is agreed that only under an "emergency," as strictly defined by the Meyers-Milas Brown Act, will the District take action prior to a meet and confer with the employee representatives so long as that meet and confer is taken at the earliest practicable time following the adoption of any rule, resolution or regulation affecting employees.

5.4 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all Parties hereto, approved by the District and ratified by the membership of the Union.

5.5 The waiver of any breach of any term, or condition of this Agreement by either Party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## **ARTICLE 6 RENEGOTIATIONS**

6.1 In the event either Party desires to renegotiate a successor Agreement, such party shall serve upon the other during the period July 1, 2021, to June 30, 2023 its written request to begin negotiations.

6.2 Formal negotiations shall begin no later than April 1, 2023

## **ARTICLE 7 TERM**

7.1 This Agreement shall become effective on July 1, 2021, except as otherwise specifically provided herein and shall expire on June 30, 2023, unless otherwise agreed in writing between the Parties.

## **ARTICLE 8 RULES AND REGULATIONS**

8.1 The following Rules and Regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable unless superseded by any provision of this Agreement:

A. Rancho Adobe Policy Procedure Manual attached as **Appendix A**;

8.2 District shall not change the Rules and Regulations listed herein without first meeting and conferring with the Union.

## **ARTICLE 9 MUTUAL RESPONSIBILITIES**

9.1 District and Union recognize their mutual responsibility to provide the citizens fire services as deemed appropriate by the District

## **ARTICLE 10 WORK CURTAILMENTS**

10.1 Under no conditions or circumstances shall the Union or any of the Employees it represents individually or collectively cause, sanction, honor or engage in any strike, sit-down, stay-in, sick-out, slow-down, speed-up, work to rule or in any other type of job action, curtailment of work, restriction of production or restriction of service during the term of this Agreement.

## **ARTICLE 11 EMPLOYEE RIGHTS**

11.1 Employees shall be free to participate in Union activities described in Government Code Section 3500, et seq, except those precluded by this Agreement, without interference, intimidation or discrimination in accordance with State Law and the Rancho Adobe Policy Procedure Manual (**Appendix A**).

## **ARTICLE 12 DISTRICT RIGHTS**

12.1 The District reserves, retains, and is vested with any management rights not expressly granted to the Union under Article 8 of this Agreement. These District rights include the right to:

A. Determine and modify the organization of District government and its constituent work units.

B. Determine the nature, standard, levels, and mode of delivery of District services.

C. Determine the methods, means, number, and kind of personnel by which services are provided.

D. Lay off Employees subject to the limitations of Article 8 of this Agreement.

12.2 The District agrees that in the event the District desires to exercise any of the rights outlined in Article 12.1 (A-D), it shall, except in cases of an "emergency," as strictly defined by the Meyers-Milas Brown Act, give the Union advance, written notice of its intentions thereof and shall afford the Union the opportunity to meet and confer on the impact of the exercise of such right upon the represented employee before the decision is implemented. If such exercise of District rights is carried out under the MMBA and its strict definitions, a meet and confer is taken at the earliest practicable time following the adoption of any rule, resolution or regulation affecting employees.

### **ARTICLE 13 SALARIES**

13.1 Newly hired or promoted employee to the rank of Firefighter, Firefighter Paramedic, Fire Engineer, and Fire Captain class, will be eligible to advance from Step 1 to Step 2 after six (6) months of employment, and shall serve in each succeeding Step for a period of one (1) year before advancing to the next step on their anniversary date.

13.2 Advancement to the next pay Step Class will be based on the following two factors: (i) time served and (ii) receipt of a satisfactory performance evaluation.

13.3 If advancement of a step is denied due to an unsatisfactory performance evaluation, a written petition can be submitted to the department Chief within fifteen (15) business days after the promotional step advance has been denied ("Appeal"). If the Appeal has not been settled, it may lead to the grievance resolution procedure as outlined in Article 33.

13.4 Effective August 1, 2019, all ranks shall have an equal amount of five (5) Step Classes per rank.

13.5 Effective August 1, 2019, the District shall adjust the salary of the Employees that were hired prior to July 1, 2019 as follows: The Employee shall be approved to the appropriate Step Class according to the years in service on their current rank.

13.6 Effective August 1, 2019, the District shall add the compensation of the new rank of Firefighter and Firefighter Paramedic to the corresponding salaries defined in Appendix C when positions are filled.

13.7 Effective August 1, 2019, the salaries of all employees covered in this Memorandum of Understanding shall be as stated in Appendix C. The basis of this computation shall be as follow:

13.8.1 Hourly rates for 56.15-hour Employees shall be calculated by dividing an employee's annual salary by 2920.

13.8.2 Hourly rates for 40-hour employees shall be calculated by dividing an employee's annual salary by 2080.

13.9 13.7.2 Hourly rates for 40-hour employees shall be calculated by dividing an employee's annual salary by 2080.

13.8 Effective July 1, 2021, the District shall compensate the salary of the all employees in the Firefighter classification with a 6% pay increase. The change in compensation is reflected in the attached Appendix C. (2021)

13.9 Effective July 1, 2021, the District shall compensate the salary of the all employees in the Engineer classification with a 4% pay increase. The change in compensation is reflected in the attached Appendix C. (2021)

13.10 Effective July 1, 2021, the District shall compensate the salary of the all employees in the Captain classification with a 4% pay increase. The change in compensation is reflected in the attached Appendix C. (2021)

13.11 Effective July 1, 2022, the District shall compensate the salary of the Employees in the Firefighter classification with a 4% pay increase. The change in compensation is reflected in the attached Appendix C. (2022)

13.12 Effective July 1, 2022, the District shall compensate the salary of the Employees in the Engineer and Captain classification with a 3% pay increase. The change in compensation is reflected in the attached Appendix C. (2022)

#### **ARTICLE 14 INCENTIVE PAY**

Bi-lingual – 2%

Hazardous Material Technician – 1%



14.1 This pay shall be considered “Special compensation” and shall be considered to be part of the base pay of all members of this employees group for services rendered on a full-time basis during normal working hours, as well as being reflected on the overtime rate. This “Pensionable Compensation” shall have all appropriate employee CalPERS contributions deducted and forwarded to CalPERS along with the District’s contributions and conforms with CCR Title 2, §571.

**ARTICLE 15 UNIFORMS**

15.1 Employees provided uniforms by the District shall wear them while at work and shall be responsible for their normal maintenance and upkeep in accordance with District policy.

15.2 The District shall replace uniforms as needed, for normal wear and tear resulting from District work activities.

**15.3 Fiscal Year Uniform Allowance:**

Uniform Shirt	3
Uniform Pants	4
Uniform Belt	1
Uniform Nametag	2
Badge	2
Hat (Ball Cap)	3
T-Shirts Short Sleeve	6
T-Shirts Long Sleeve	2
Socks	6 Pair
Uniform Jacket	1
Sweatpants	1
Sweat Shorts	1
Sweatshirt	2 (1 Crew Neck / 1 quarter zip)
Rain/Foul Weather Jacket	1
Bedding	Up to \$40.00
Boots	Station Boot / Wildland Boot as needed with BC Approval

## **ARTICLE 16 OVERTIME**

16.1 Work performed by an Employee in addition to their regularly scheduled shift shall be compensated at one and one-half (1.5) times the employee's regular rate of pay (see also Article 18.2).

## **ARTICLE 17 ACTING ASSIGNMENTS**

17.1 Any Employee who works out of classification for any portion of their work shift shall be compensated as follows:

- A. Firefighters assigned as Acting Firefighter Paramedic shall receive the first Step Class of Firefighter Paramedic compensation while so assigned.
- B. Firefighters assigned as Acting Fire Engineers shall receive the first Step Class of Fire Engineer compensation while so assigned.
- C. Fire Engineers assigned as Acting Fire Captains shall receive the first Step Class of Fire Captain compensation while so assigned.
- D. Fire Captains assigned, as Acting Battalion Chief shall receive the first Step Class of Battalion Chief compensation while so assigned.

The above temporary upgrade pay is reportable to CalPERS as compensation pursuant to CCR Title 2, §571(a)(3).

## **ARTICLE 18 CALL BACK**

18.1 Employees who have completed their work shift and have gone home and are required to return to work or return to work for an alarm response shall receive a minimum of one (1) hours pay at the overtime rate. Hours worked more than the one (1) hour shall be paid at the overtime rate and after one hour (1) will be paid in half-hour increments.

18.2 Employees who are scheduled to work overtime and are told that they are not needed and therefore leave without working shall be paid one (1) hour at time and one-half if they were given less than 12 hours' notification of the cancelation. Employees required to hold over following the completion of their shift shall be paid a minimum of one (1) hour's pay at the overtime rate. Hours worked more than the one (1) hour shall be paid at the overtime rate as stated in Article 17.1.

## **ARTICLE 19 COURT APPEARANCES**

19.1 Employees subpoenaed by the District to appear in court during off-duty hours shall receive a minimum of two (2) hours' pay at the overtime rate.

19.2 If the Employee is scheduled to work at the time of the summons, the Employee will be paid at his/her regular rate. If the Employee is off duty overtime rate shall be used to compute pay.

19.3 No vacation or sick time should be used when subpoenaed by the court.

## **ARTICLE 20 VOLUNTARY RESPONSE**

20.1 Employees who voluntarily respond to a fire during their off-duty hours and who are directed by the responsible authority on the scene to commence work shall be paid at the overtime rate.

## **ARTICLE 21 FAIR LABOR STANDARDS ACT**

21.1 Effective July 1, 2017, the District adopted a 24-day work period which applies to sworn, non-management fire employees pursuant to Section 7(K) of the Fair Labor Standards Act. Bargaining unit members' pay will be based on 182 hours in a 24-day work period.

Additionally, regularly scheduled FLSA overtime pay (at one-half the member's base hourly rate) compensates a member for 6.34 hours per semi-monthly pay period for all hours worked between 182 and 192 in a 24-day work period. This number is derived from the following calculation:

$365 \text{ days per year} / 24\text{-day work period} * 10 \text{ hours of overtime per work period} / 24 \text{ semi-monthly pay periods per year}$

The compensation paid for these hours shall be reported to CalPERS as a part of the employee's total compensation for retirement calculations. (CCR Title 2, §571.1(4)) The 6.34 hours per semi-monthly pay period shall not be affected by vacation, sick, worker's compensation leave or any other for calculation purposes, so that employee's share of CalPERS is deducted from FLSA premium pay, the 6.34 hours will be paid separately from the semi-monthly pay. This number is computed in the following way:

$\text{Base hourly rate} \times 0.5 \times 6.34 \text{ hours} = A$ . A is then deducted from the member's semi-monthly rate to equal B, FLSA premium pay. A and B will total back to the scheduled semi-monthly pay rate hours taken off from regularly scheduled time.

21.2 All other overtime hours outside of regularly scheduled hours will be paid at time and one-half of a member's regular rate of pay. For purposes of determining eligibility for FLSA overtime pay, absences (i.e., sick leave, vacation leave, etc.), whether compensated or uncompensated, shall not be counted as hours worked for the purposes of determining eligibility for overtime pay.

21.3 When a shift employee is assigned to a forty (40) hours work week assignment, the District will provide the employee with the equivalent hourly rate so that the employee's compensation will not be impacted by the missed FLSA over-max payments.

21.4 Holliday Pay has and will continue to be included in the FLSA calculation.

## **ARTICLE 22 VACATION**

22.1 Employees shall earn and may accumulate vacation time as indicated below:

- A. Upon completion of one (1) year, six (6) shifts or one hundred forty-four (144) hours,
- B. Upon completion of five (5) years, eight (8) shifts or one hundred ninety-two (192) hours,
- C. Upon completion of ten (10) years, nine (9) shifts or two hundred sixteen (216) hours,
- D. Upon completion of fifteen (15) years, eleven (11) shifts or two hundred forty (240) hours,
- E. Upon completion of twenty (20) years, twelve (12) shifts or two hundred sixty-four (264) hours.

22.2 Employees may accumulate, but not exceed, two and a half times the total amount of vacation time earned annually.

22.3 Vacation time may be used for any unplanned, urgent personal situation without a two-week notice as stated in the Policy & Procedure Manual. The intent is

to allow an employee time off when a situation occurs that is unavoidable. In such situations, accumulated vacation time may be used in four (4) hour increments.

22.4 Employees shall be employed by the District for one (1) complete year prior to using any vacation. However, in unusual circumstances, the District may approve the use of vacation time before the Employee completing one (1) complete year with the District.

22.5 Vacation time used for bereavement leave or unplanned urgent personal situations are not subject to restrictions.

### **ARTICLE 23 HOLIDAYS**

23.1 The District recognizes the following fourteen (14) holidays:

- New Year's Day
- Dr. Martin Luther King, Jr., Day
- Lincoln's Birthday
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Admission Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day.

23.2 All other holidays proclaimed by the Governor will be subject to the meet and confer process.

23.3 All members represented by this Agreement that works 24-hour shift schedule shall receive their straight hourly pay rate plus (8) eight additional hours for each of the above holidays defined as "Holiday Pay".

23.4 This "Holiday Pay" shall be paid on June 15 and December 15 for the previous six months of holidays.

23.5 This pay shall be considered "Special Compensation" and shall be considered to be part of the base pay of all members of this employees group for services rendered on a full-time basis during normal working hours pursuant to Title 2 CCR

§571.1(4). This "Pensionable Compensation" shall have all appropriate Employee CalPERS contributions deducted and forwarded to CalPERS along with the District's contributions.

23.6 All members represented by this Agreement that work a standard 40-hour schedule shall take the above holidays off as opposed receiving the "Holiday Pay."

#### **ARTICLE 24 SICK LEAVE**

24.1 Sick leave will accrue at the rate of six (6) shifts or one hundred forty-four (144) hours annually.

24.2 Sick leave time may be accumulated with no limit on maximum accrual. An Employee whom retirees or an Employee whose position is eliminated and who has completed ten (10) consecutive years of employment with the District may receive payment for one-quarter (.25) of any accumulated but unused sick leave up to a maximum of seven hundred twenty (720) hours. The rate of pay shall be the regular hourly rate of pay at the time the employee retires, or his/her position is eliminated.

24.3 Accrued sick leave hours not paid to an Employee at the time of retirement may be converted to additional service upon retirement per the contract between Rancho Adobe Fire Protection District and the California Public Employees' Retirement System (CalPERS).

24.4 Sick leave shall not be considered as a right which Employee may use at their discretion and shall be allowed only in case of actual sickness or disability. No punitive actions shall be imposed on Employees for taking justifiable sick leave.

24.5 For the purpose of charging sick leave, the minimum sick leave chargeable shall be one quarter (.25) working hour.

24.6 On taking sick leave time, Employees shall notify their appropriate department either prior to or within one (1) hour after the time set for beginning daily duties.

24.7 Sick leave shall continue to be earned while an Employee is on vacation or sick leave.

24.8 The District may allow a probationary Employee to use sick leave before it has been earned. This section does not apply to promotional or disciplinary probationary periods.

24.9 Employees may use hours of accumulated sick leave for the illness or injury of those family members identified in the California Labor Code.

24.10 If an Employee dies, then all of the Employee's accumulated sick leave shall be paid at the regular hourly rate of pay at the time of the Employee's death. Such payment shall be made to the person named by the Employee as a beneficiary in the Employee's District provided life insurance policy.

## **ARTICLE 25 INDUSTRIAL INJURY OR ILLNESS**

25.1 Benefits for Employees shall be provided for under Section 4850 of the Labor Code and District policies. Sick leave shall not be used for an industrial injury or illness.

25.2 A shift Employee assigned to a forty (40) Hour work week light duty assignment shall continue to receive the same benefits he or she received as a fifty-six (56) hour employee except as set forth herein. Holiday pay will be governed by Article 23.

## **ARTICLE 26 LEAVE OF ABSENCE**

26.1 Employees may request a leave of absence, without pay, in writing to the District upon the exhaustion of their accumulated paid leave.

26.2 The requirement to use all accrued sick leave or vacation leave does not apply in situations where state or federal law does not allow the employer to require the use of vacation or sick leave prior to granting an unpaid leave of absence. As of the date of adoption of this agreement, exceptions exist for state pregnancy disability leave and leave for military duty. When an employee requests to take a leave of absence without pay and is currently within the period of time covered by state pregnancy disability leave (CCR Title 2 Division 4 Section 7291.2 et seq.), the employee is not required to exhaust accrued vacation prior to taking the leave of absence. An employee who is absent from work for military duty, including weekend training drills, is not required to exhaust accrued vacation prior to taking the leave of absence. (Uniformed Services Employment and Re-Employment Rights Act of 1994, 38 USC 4301 et seq.).

These requests may be approved as follows:

A. By the on-duty Battalion Chief for a time not exceeding twenty-four (24) working hours.

B. By the Chief of the Department for any time exceeding twenty-four (24) working hours.

#### **ARTICLE 27 JURY LEAVE**

27.1 Employees who are required to serve as jurors shall be provided jury leave for the duration of the jury duty.

27.2 Employees serving as jurors shall receive full salary and benefits for the duration of the jury leave provided all money, less travel expenses, received by the employee for the jury duty be remitted to the District.

#### **ARTICLE 28 BEREAVEMENT LEAVE**

28.1 The District shall allow up to three (3) twenty-four (24) hour shifts or five (5) eight (8) hour shifts off with pay for the death of an immediate family member identified as one of the following: spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child, step-child, step-parents, grandparents and grandchildren.

#### **ARTICLE 29 MILITARY LEAVE**

29.1 An Employee may be absent on military leave as authorized in Section 395 through 395.8 of the Military and Veterans Code of California, Federal Uniformed Services Employment and Re-Employment Rights Act and policies. The Employee shall furnish to the District satisfactory proof of orders to report for duty and of actual service pursuant to such orders. Employees with less than one-year District service shall take such leave without compensation from the District as provided in the Military and Veterans Code.

#### **ARTICLE 30 CATASTROPHIC LEAVE**

30.1 Employees may donate accrued sick leave or accumulated vacation leave to other employees who suffer a catastrophic illness or injury or to care for a spouse, qualified domestic partner, a parent or a dependent minor child who suffers from a catastrophic illness.

30.2 Catastrophic leave is a paid leave of absence due to verifiable, long-term illness or injury.



30.3 Employees who have successfully completed one (1) year in paid status shall be eligible for catastrophic leave due to their serious illness or injury or serious illness or injury to a spouse, qualified domestic partner, parent or dependent minor child.

30.4 The Employee must first exhaust all accrued sick leave and vacation leave before qualifying for catastrophic leave.

30.5 Catastrophic leave shall be additional paid leave available from vacation, sick leave or administrative leave hours donated by other employees to a specific qualified employee.

30.6 Employees donating vacation, sick leave or administrative leave must donate in increments of whole hours. The donating Employee must have a vacation leave or sick leave balance of at least forty (40) hours after the donation of sick/vacation time. Employees may donate all of their accrued administrative leave.

30.7 An Employee requesting catastrophic leave must receive the recommendation of the department head and the approval of the District. Such leave may initially be approved up to a maximum of three hundred forty (340) donated hours. If the catastrophic illness or injury continues, up to an additional three hundred forty (340) donated hours may be recommended and approved.

30.8 All-time donated will be credited on an hour-to-hour basis regardless of hourly pay differentials between donating Employee and recipient.

30.9 Catastrophic leave shall not be used in conjunction with any long or short-term disability benefits or Workers' Compensation Leave.

30.10 While an Employee is on catastrophic leave, using donated hours, the employee shall not accrue any vacation or sick leave.

### **ARTICLE 31 INSURANCE PROGRAM**

31.1 Through the term of this Agreement, the District shall provide to the Employee and their dependent, at no cost to employees, the insurance programs in effect during the preceding Memorandum of Understanding.

31.2 At a minimum, these include medical, dental (including orthodontic coverage) vision, life, and long-term disability coverage.

31.3 No change will be made to the current carrier or the current level of coverage during the term of this Agreement without the mutual agreement of both the District and the Union.

31.4 The District also provides, at no cost to the Employee, the "Employee Assistance Program," sponsored by the District's insurance carrier.

31.5 Individuals who experience a "qualifying event" (such as termination or retirement) may be eligible for benefits continuations under state or federal law (known as COBRA). Notice of right, if any, to this coverage, will be provided at or near the time of the qualifying event

31.6 Employees that retire with good standing from Rancho Adobe Fire District after twenty years of service under the Public Employees Retirement System may receive reimbursement for health insurance coverage up to \$300.00 per month, for the employee only, per Rancho Adobe Fire District Resolution R-6 200212003 dated November 20, 2002

31.7 Medical retirement benefits are available pursuant to term adopted by the Board of Directors of the District.

31.8 H.S.A. accounts are funded in six-month increments, in January and July of each year. , HSA funds will be deposited by the District into enrolled participants qualified Health Savings Accounts. If an employee leaves the District after payment, those months of paid HSA applied to time not to be worked by the employee must be compensated to the District. Compensation can be through cash reimbursement to the District or deduction from final pay, at the employee's election.

31.9 Employees that become eligible to enroll after January 1 will receive a pro-rated amount based on the remaining months in that calendar year.

31.10 All H.S.A. accounts will be opened by the District with Patelco Credit Union.

31.10.1 If a participant is unable to open a qualified HSA account, *the participant will be provided 60 days to address any such issues with Patelco.*

31.10.2 *If the issue is resolved, the District will add the missed payments, retroactively, no later than the next scheduled disbursement; or sooner at the District's discretion.*

31.10.3 The District is under no obligation to compensate that participant in any other manner.

31.11 Employees that leave or are terminated prior to June 30 or December 31 will be required to reimburse the District the pro-rated portion based on the first full calendar month following their date of separation.

31.11.1 To calculate that amount, the District will divide the full funding received on January 1 by 12 months in the year, times the number of full calendar months remaining in the period that has been pre-funded.

31.11.2 This will be withheld from the final paycheck, to the extent funds are sufficient to cover the outstanding balance or by other reimbursement to make the District whole.

31.12 Eligible employees enrolled in the District's HSA compatible health insurance plan(s) shall receive funding of up to \$3,550 for Single and \$7,100 per Family per calendar year, beginning January 1, 2020.

## **ARTICLE 32 RETIREMENT**

32.1 The District shall continue to provide the Cal PERS "2%@50" retirement plan for "Classic\*" Employees. This plan is more specifically known as Public Employees Retirement System, Local Safety Members 2% at 50 Full Formula.

Union members covered by this Article 32 shall retain member contributions made by the District ("EPMC") to members' CalPERS accounts made prior to January 31, 2014, as additional compensation for retirement purposes as provided in CalPERS code Sections 20636 and 20691.

In accordance with the 2012 Public Employee's Pension Reform Act (PEPRA) any employee new to the PERS system (hired or PERS eligible after January 1, 2013) will be enrolled into the new 2.7% at 57 programs. Once enrolled in this program the employee will be responsible to pay 50% of the normal cost as directed by CalPERS. Employees with prior PERS service credit will be enrolled in the appropriate PERS formula based on Cal PERS regulations.

"Classic" Employees are defined by Cal PERS as, members who were hired prior to December 31, 2012 and will contribute 12% of compensable income as a retirement contribution.

32.2 The District acknowledges Labor Code section 4856 which declares the employer will provide to the spouse and dependents of a Firefighter or Peace Officer who dies in the line of duty, health benefits as prescribed by law.

## **ARTICLE 33 GRIEVANCE**

33.1 Definitions: A "grievant" is an Employee, a group of Employees or the Union with a grievance. A "Grievance" is a claimed violation, dispute, misinterpretation, inequitable application or non-compliance with any provision of this Agreement, or

any District ordinance, resolution, rule or regulation affecting working conditions; including disputes over Punitive actions.

33.2 In the event of a Grievance the District and the Union agree to adhere to the grievance resolution procedure identified in Section 2180 of the Rancho Adobe Policy Procedure Manual.

#### **ARTICLE 34 MINIMUM STAFFING**

34.1 Effective July 1, 2019, the District will maintain a minimum of nine (9) full time benefited Captains and nine (9) full time benefited Engineers. The rest of the positions may be filled by part-time employees until the positions are filled by Full-Time Firefighter and Firefighter Paramedic. The daily on-duty staffing will consist of nine (9) suppression personnel on duty (as listed below). In determining minimum staffing, Battalion Chief shall not be counted.

##### **Cotati Station 1:**

Captain

Engineer

Firefighter

##### **Penngrove Station 2:**

Captain

Engineer

Firefighter

##### **Liberty Station 3:**

Captain

Engineer

Firefighter

34.2 Effective December 1, 2019, the District shall maintain a minimum of six (6) full time benefited Firefighters.

34.3 If a suppression position in Article 34 becomes vacant due to illness, vacation or for any other reason. The position will be filled in accordance with the District "Hire Back Practice". The Hire Back Practice is defined as the vacant position being filled through the following steps: first on a volunteer bases, second by qualified actor and third by mandatory. Before imposing a Mandatory Overtime shift. The position can be filled voluntary by going to another qualified rank.

## **ARTICLE 35 EDUCATIONAL INCENTIVE**

35.1 The District has agreed to pay for the approved classes as listed under the attached **Appendix D**. Any classes beyond the standard State Fire Marshal Certificate Program shall be reimbursed to the employee with the pre-approval by the Chief of the Department, as long as the class applies to the Employee's regular duties. In order to qualify for reimbursement of tuition fees, the class must be completed with a passing grade.

35.2 Additions or deletions to the class list in **Appendix D** shall be by mutual agreement of the District and the Union.

35.3 If the classes listed in **Appendix D** (or as otherwise mutually agreed upon) are not available and/or the Employee is unable to take the class(es) due to reasons out of the Employee's control, class(es) may be taken outside Sonoma County. If a class is taken outside of Sonoma County hotel and mileage compensation shall be reimbursed by the District at the IRS mileage standard of rate, with pre-approval by the Chief of the Department. If a District vehicle is utilized, the mileage compensation will be voided.

## **ARTICLE 36 LABOR/MANAGEMENT COMMITTEE**

36.1 Quarterly meetings shall be held between the Union and Management/the Board of the District to promote a positive relationship between the parties.

36.2 The District shall allow the Union one (1) seat on any committee whose actions could affect working conditions.

## **ARTICLE 37 Tobacco Use**

37.1 The District does not permit the use of Tobacco in any of its buildings or apparatus. The District shall provide the necessary assistance through the Employee Assistance Program to stop the usage of Tobacco if needed.

## **ARTICLE 38 OCCUPATIONAL SAFETY/HEALTH**

38.1 Twenty-four (24) hour shift Employees are allowed to spend one (1) hour per day in physical fitness training as long as the time does not interfere with Department duties and responsibilities.

38.2 The District shall supply Employees with the appropriate safety equipment required to accomplish their tasks safely.

38.3 In addition to the Uniform requirements of Article 14.3, the District shall supply to all paid line personnel a second set of turn out gear that is in good, safe and serviceable condition.

## **ARTICLE 39 PERSONAL EQUIPMENT REPLACEMENT**

39.1 The District shall replace personal equipment that is lost or damaged during District activities as long as the damage was not caused by abuse or misuse.

## **ARTICLE 40 SPECIAL PROJECTS**

40.1 Any project that is not within the normal day to day operation of the district regarding building /vehicle maintenance is considered a special project. The District will hold a meet and confer with the union before any special project is started to ensure that all safety issues, concerns, or equipment needed for the said project are addressed.

## **ARTICLE 41 Seniority**

41.1 Seniority is defined as the total length of continuous service as a full-time, paid Employee with the District. Date of hire as a full-time Employee either by Cotati, Penngrove or Rancho Adobe Fire Districts. In determining an Employees' seniority, the continuity of his/her service will be deemed broken by the termination of employment by reason of 1. Resignations; 2. Discharge of cause; 3. a lay off for more than 18 months. 4.

Failure to return immediately on the expiration of a leave of absence of acceptance of other employment while on a leave of absence.

Continuity of service will not be broken, and seniority will continue to accrue when an Employee; 1. is inducted, enlists or is called to active service in the armed forces of the United States, the Merchant Marines, or pursuant act of Congress which provides that the Employee is entitled to reemployment rights: 2. is on duty with the National

Guard; 3. is absent due to a layoff for a period of less than 18 months. For those hired on the same date, length of volunteer service with Cotati, Penngrove, and Rancho Adobe Fire prior to full-time employment shall be used to determine seniority.

## **ARTICLE 42 UNION BUSINESS LEAVE**

42.1 The Union Time Bank shall be established, allowing members of the Union designated by the Union's President, to utilize the time bank for Union activities. The District shall count the time Union unit members take off for Union business leave as "time worked" for calculating overtime as described in Article 15. The District shall count the time Union members take off for Union Business as time in paid status for the purpose of determining any other employment benefits.

### 42.2 District Approval of Union Business Leave

Use of Union Business Leave is subject to approval by the District, but the District shall not unreasonably deny such leave, including, but not limited to, any period of time when the Time Bank is exhausted.

### 42.3 Contributions to the Union Time Bank

The Union shall maintain the Time Bank and account for the donation and disbursement of Union Business Leave hours. All vacation hours contributed by unit members to the Union Bank shall be credited on an hour for hour basis regardless of hourly pay differentials between contributing unit members.

42.4 Participating unit members shall contribute vacation hours to the Time Bank at the following rate:

48-hour shift = 15 minutes biweekly for a total of 30 minutes per month

Any Employee reaching their maximum vacation allowance shall contribute the additional hours to the Union Bank.

42.5 To contribute vacation hours to the Union Time Bank, a unit member must submit a "Voluntary Authorization for Deduction of Vacation Hours" form provided by the Union. The District shall begin deduction of vacation hours no later than ten days following receipt of completed authorization form. There shall be no retroactive deductions, payoffs, or use of these hours for non-Union business.

### 42.6 Union Business Leave Charged to Union Time Bank

When a member takes Union Business Leave, the leave shall be charged to the Union Time Bank described in Section 18.1. The leave shall be deducted from the Union Time Bank of vacation hours on an hour for hour basis. To the extent possible, the Union shall avoid taking Union Business Leave when the use of the leave would require overtime backfill.

#### 42.7 District-Initiated Meetings

The Time Bank shall not be charged for one Union representative to attend District-initiated meetings. If the Union wishes to have more than one Union representative attend District-initiated meetings, the additional representatives shall charge their time to the Time Bank.

#### 42.8 Insufficient Hours in Time Bank

The Union is responsible for ensuring that Union Business Leave does not exceed the Union Time Bank. In the event the hours of Union Business Leave exceed the balance in the Union Time Bank, no additional Union Business Leave will be allowed until one pay period following the pay period in which the Union Time Bank returns to a positive balance. The Union Time Bank shall not maintain a negative balance. For each month, the District shall report the number of hours remaining in the Union Time Bank and post it with the Vacation and Sick Hours Reports.

#### 42.9 The District Liability

The District shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the unit members.



## **Recommendation**

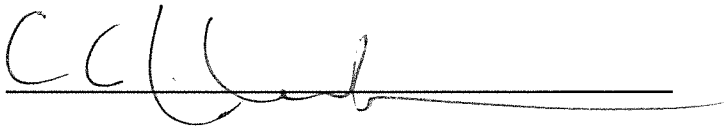
The Union Negotiation Committee shall recommend the ratifications of this Agreement to the Union Membership. The Board of Directors' Negotiation Committee shall recommend the ratifications of this Agreement to the Rancho Adobe Fire Protection Board of Directors.

This agreement was ratified by the Rancho Adobe Fire Protection District Board of Director's on June 16, 2021 at the especial Board of Director's Meeting



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Eric Gromala  
President, Rancho Adobe Paid Firefighters Association, Local 1401



Mark Hemmendinger  
President, Board of Director – Rancho Adobe Fire Protection District

# Appendix C

(56.15 Hrs. Shift Week/2920 Hours per Year)  
 (40 Hrs. Shift Week/2080 Hours per Year)  
 Effective July 1, 2021

Rank	Per	1 <sup>st</sup> Step (7-20)	2 <sup>nd</sup> Step (7-20)	3 <sup>rd</sup> Step (7-20)	4 <sup>th</sup> Step (7-20)	5 <sup>th</sup> Step (7-20)
Firefighter	Year	\$ 60,236.90	\$ 63,337.32	\$ 66,475.22	\$ 69,821.70	\$ 73,294.35
	Month	\$ 5,019.74	\$ 5,278.11	\$ 5,539.60	\$ 5,818.48	\$ 6,107.86
	Semi-Monthly	\$ 2,509.87	\$ 2,639.06	\$ 2,769.80	\$ 2,909.24	\$ 3,053.93
	Hour	\$ 20.63	\$ 21.69	\$ 22.77	\$ 23.91	\$ 25.10
40 Hrs.	Hour	\$ 28.96	\$ 30.45	\$ 31.96	\$ 33.57	\$ 35.24

Rank	Per	1 <sup>st</sup> Step (7-20)	2 <sup>nd</sup> Step (7-20)	3 <sup>rd</sup> Step (7-20)	4 <sup>th</sup> Step (7-20)	5 <sup>th</sup> Step (7-20)
Firefighter Paramedic	Year	\$ 72,284.28	\$ 76,004.78	\$ 79,770.27	\$ 83,786.05	\$ 87,953.21
	Month	\$ 6,023.69	\$ 6,333.73	\$ 6,647.52	\$ 6,982.17	\$ 7,329.43
	Semi-Monthly	\$ 3,011.85	\$ 3,166.87	\$ 3,323.76	\$ 3,491.09	\$ 3,664.72
	Hour	\$ 24.75	\$ 26.03	\$ 27.32	\$ 28.69	\$ 30.12
40 Hrs.	Hour	\$ 34.75	\$ 36.54	\$ 38.35	\$ 40.28	\$ 42.29

Rank	Per	1 <sup>st</sup> Step (7-20)	2 <sup>nd</sup> Step (7-20)	3 <sup>rd</sup> Step (7-20)	4 <sup>th</sup> Step (7-20)	5 <sup>th</sup> Step (7-20)
Engineer	Year	\$ 75,522.97	\$ 78,518.70	\$ 81,679.50	\$ 84,962.89	\$ 88,393.71
	Month	\$ 6,293.58	\$ 6,543.23	\$ 6,806.63	\$ 7,080.24	\$ 7,366.14
	Semi-Monthly	\$ 3,146.79	\$ 3,271.61	\$ 3,403.31	\$ 3,540.12	\$ 3,683.07
	Hour	\$ 25.86	\$ 26.89	\$ 27.97	\$ 29.10	\$ 30.27
40 Hrs.	Hour	\$ 36.31	\$ 37.75	\$ 39.27	\$ 40.85	\$ 42.50

Rank	Per	1 <sup>st</sup> Step (7-20)	2 <sup>nd</sup> Step (7-20)	3 <sup>rd</sup> Step (7-20)	4 <sup>th</sup> Step (7-20)	5 <sup>th</sup> Step (7-20)
Captain	Year	\$ 91,899.35	\$ 95,405.30	\$ 99,369.98	\$103,351.11	\$105,856.96
	Month	\$ 7,658.28	\$ 7,950.44	\$ 8,280.83	\$ 8,612.59	\$ 8,821.41
	Semi-Monthly	\$ 3,829.14	\$ 3,975.22	\$ 4,140.42	\$ 4,306.30	\$ 4,410.71
	Hour	\$ 31.47	\$ 32.67	\$ 34.03	\$ 35.39	\$ 36.25
40 Hrs.	Hour	\$ 44.18	\$ 45.87	\$ 47.77	\$ 49.69	\$ 50.89

# Appendix C

(56.15 Hrs. Shift Week/2920 Hours per Year)  
 (40 Hrs. Shift Week/2080 Hours per Year)  
 Effective July 1, 2022

Rank	Per	1 <sup>st</sup> Step (7-20)	2 <sup>nd</sup> Step (7-20)	3 <sup>rd</sup> Step (7-20)	4 <sup>th</sup> Step (7-20)	5 <sup>th</sup> Step (7-20)
Firefighter	Year	\$62,646.38	\$65,870.81	\$69,134.23	\$72,614.57	\$76,226.12
	Month	\$5,220.53	\$5,489.23	\$5,761.19	\$6,051.21	\$6,352.18
	Semi-Monthly	\$2,610.27	\$2,744.62	\$2,880.59	\$3,025.61	\$3,176.09
	Hour	\$21.45	\$22.56	\$23.68	\$24.87	\$26.10
40 Hrs.	Hour	\$30.12	\$31.67	\$33.24	\$34.91	\$36.65

Rank	Per	1 <sup>st</sup> Step (7-20)	2 <sup>nd</sup> Step (7-20)	3 <sup>rd</sup> Step (7-20)	4 <sup>th</sup> Step (7-20)	5 <sup>th</sup> Step (7-20)
Firefighter Paramedic	Year	\$75,175.65	\$79,044.97	\$82,961.08	\$87,137.49	\$91,471.34
	Month	\$6,264.64	\$6,587.08	\$6,913.42	\$7,261.46	\$7,622.61
	Semi-Monthly	\$3,132.32	\$3,293.54	\$3,456.71	\$3,630.73	\$3,811.31
	Hour	\$25.75	\$27.07	\$28.41	\$29.84	\$31.33
40 Hrs.	Hour	\$36.14	\$38.00	\$39.89	\$41.89	\$43.98

Rank	Per	1 <sup>st</sup> Step (7-20)	2 <sup>nd</sup> Step (7-20)	3 <sup>rd</sup> Step (7-20)	4 <sup>th</sup> Step (7-20)	5 <sup>th</sup> Step (7-20)
Engineer	Year	\$77,788.66	\$80,874.26	\$84,129.89	\$87,511.78	\$91,045.52
	Month	\$6,482.39	\$6,739.52	\$7,010.82	\$7,292.65	\$7,587.13
	Semi-Monthly	\$3,241.19	\$3,369.76	\$3,505.41	\$3,646.32	\$3,793.56
	Hour	\$26.64	\$27.70	\$28.81	\$29.97	\$31.18
40 Hrs.	Hour	\$37.40	\$38.88	\$40.45	\$42.07	\$43.77

Rank	Per	1 <sup>st</sup> Step (7-20)	2 <sup>nd</sup> Step (7-20)	3 <sup>rd</sup> Step (7-20)	4 <sup>th</sup> Step (7-20)	5 <sup>th</sup> Step (7-20)
Captain	Year	\$94,656.33	\$98,267.46	\$102,351.08	\$106,451.64	\$109,032.67
	Month	\$7,888.03	\$8,188.96	\$8,529.26	\$8,870.97	\$9,086.06
	Semi-Monthly	\$3,944.01	\$4,094.48	\$4,264.63	\$4,435.49	\$4,543.03
	Hour	\$32.42	\$33.65	\$35.05	\$36.46	\$37.34
40 Hrs.	Hour	\$45.51	\$47.24	\$49.21	\$51.18	\$52.42

# Appendix D

## Firefighter

- Fire Apparatus Driver/Operator 1A - Driver/Operator Course Plan
- Fire Apparatus Driver/Operator 1B - Pumping Apparatus Operations Course Plan
- Water Tender Operations Course Plan
- Wildland Fire Apparatus Operations Course Plan

## Engineer

- Trench Rescue
- Rescue Systems 1
- ICS 300
- S 230/231
- SFM Instructor for Fire Apparatus
  - Company Officer 2A: HR Management Course Plan
  - Company Officer 2B: General Administrative Functions Course Plan
  - Company Officer 2C: Fire Inspections and Investigation Course Plan
  - Company Officer 2D: All-Risk Command Operations Course Plan
  - Company Officer 2E: Wildland Incident Operations Course Plan
- Instructor I: Instruction Methodology Course Plan

## Captain

- Chief Fire Officer 3A: Human Resources Management Course Plan
- Chief Fire Officer 3B: Budget and Fiscal Responsibilities Course Plan
- Chief Fire Officer 3C: General Administration Functions Course Plan
- Chief Fire Officer 3D: Emergency Service Delivery Responsibilities Course Plan
- Fire 76 Building Construction
- ICS 400
- S234 Ignition Operation
- S390 Intro to Wildland Fire Behavior Calculations
- S270 Basic Aircraft Operation Designation of the Parties