

# Sonoma Valley Fire District

## Special Board of Directors Meeting

June 29, 2021





**Sonoma Valley Fire District  
Special Board of Directors Meeting**

June 29, 2021

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**SPECIAL MEETING AGENDA  
SONOMA VALLEY FIRE DISTRICT  
BOARD OF DIRECTORS**

Tuesday, June 29, 2021 at 6:00 P.M.  
Location: Glen Ellen Fire Station 1  
13445 Arnold Drive, Glen Ellen, CA 95442

**Due to COVID-19 precautions, board meetings will be open to the public via phone-in conference calls only. No public gatherings will be held at this site until further notice. Agendas and board packets are available at the following website: <http://svfra.org>**

**Join by phone: 1-669-900-9128**

**Meeting ID: 914 153 1767**

**Meeting Passcode: 3300**

**1. Call to Order**

**2. Roll Call and Determination of a Quorum**

Board of Directors: President William Norton, Vice President John (Matt) Atkinson, Treasurer Mark Johnson, Brian Brady, Raymond Brunton, Mark Emery, Terrence Leen.

**3. Pledge of Allegiance**

**4. Confirmation of Agenda**

Opportunity for the Board to reorder agenda items.

**5. Comments from the Public**

*(At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for consideration by the Board of Directors.)*

**6. Presentations**

**7. Consent Calendar**

a) Approval of minutes from the regular meeting, held on June 8, 2021. **Action Item**

**8. Fire Chief's Monthly Report**

9. **Old Business**

10. **New Business**

- a) Resolution 2020/2021-20 amending the salary and benefit schedule of employees covered by the Sonoma Valley Professional Firefighters Association, IAFF Local 3593. **Action Item with roll call vote**
- b) Resolution 2020/2021-21 amending the salary and benefit schedule of employees covered by the Administrative Agreement for Management and Administrative Employees and the employees covered by the General Employee Agreement. **Action Item with roll call vote**

11. **Other Business to Come before the Board**

12. **Comments from the Floor**

13. **Comments/Reports from the Board**

14. **Closed Session**

15. **Adjournment**

This meeting will be adjourned to the regular Board meeting on July 13, 2021 at 6:00 p.m. Meeting access will be determined based on COVID-19 restrictions in place at that time.

*Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available at the following website at <http://svfra.org>.*



**Sonoma Valley Fire District**  
**Special Board of Directors Meeting**  
 Agenda Item Summary  
 June 29, 2021

|                                                               |                                             |                          |           |
|---------------------------------------------------------------|---------------------------------------------|--------------------------|-----------|
| <b>Agenda Item No.</b>                                        | <b>Staff Contact</b>                        |                          |           |
| 7a                                                            | Maci Jerry, Clerk to the Board of Directors |                          |           |
| <b>Agenda Item Title</b>                                      |                                             |                          |           |
| Approval of the regular meeting minutes held on June 8, 2021  |                                             |                          |           |
| <b>Recommended Actions</b>                                    |                                             |                          |           |
| Approve the minutes                                           |                                             |                          |           |
| <b>Executive Summary</b>                                      |                                             |                          |           |
| The minutes have been prepared for Board review and approval. |                                             |                          |           |
| <b>Alternative Actions</b>                                    |                                             |                          |           |
| Correct or amend minutes prior to approval                    |                                             |                          |           |
| <b>Fiscal Summary – FY 20/21</b>                              |                                             |                          |           |
| <b>Expenditures</b>                                           |                                             | <b>Funding Source(s)</b> |           |
| Budgeted Amount                                               | \$                                          | District General Fund    | \$        |
| Add. Appropriations Req'd.                                    | \$                                          | Fees/Other               | \$        |
|                                                               | \$                                          | Use of Fund Balance      | \$        |
|                                                               | \$                                          | Contingencies            | \$        |
|                                                               |                                             | Grants                   | \$        |
|                                                               |                                             |                          |           |
| <b>Total Expenditure</b>                                      | <b>\$</b>                                   | <b>Total Sources</b>     | <b>\$</b> |
| <b>Narrative Explanation of Fiscal Impacts (if required)</b>  |                                             |                          |           |
| Not Required                                                  |                                             |                          |           |
| <b>Attachments</b>                                            |                                             |                          |           |
| 1. Minutes from June 8, 2021 meeting                          |                                             |                          |           |

# SONOMA VALLEY FIRE DISTRICT

## BOARD OF DIRECTORS MEETING MINUTES

Tuesday, June 8, 2021 at 6:00 P.M.

### 1. Call to Order

President Norton called the meeting to order at 6:03 p.m. via a zoom conference call.

### 2. Roll Call and Determination of a Quorum

Board of Directors: President William Norton, Vice President John (Matt) Atkinson, Treasurer Mark Johnson, Brian Brady, Raymond Brunton, Mark Emery, Terrence Leen.

### 3. Pledge of Allegiance

The Pledge of Allegiance was led by Director Leen and recited by all.

### 4. Confirmation of Agenda

None

### 5. Comments from the Public

None

### 6. Presentations

Paul Pham from Chavan and Associates presented Valley of the Moon Fire Protection District's FY19/20 audit report. He highlighted a few key points that pertained to the fund balance and the reorganization. Overall, the audit results yielded an unmodified opinion in which they concluded that everything was fairly represented and the District continued to exercise clear internal controls.

Chief Akre did make a side note in regards to the fund balance stating that the District did work with the City to obtain fund balance reserves which crossed fiscal years which will be reflected in FY20/21 audit when that takes place, which should make up the loss that was seen in FY19/20 audit.

### 7. Consent Calendar

Board reviewed and approved the meeting minutes from the special board meeting held on May 18, 2021. **M/S/P Brady/Leen with 7 ayes**

### 8. Fire Chief's Monthly Report

Chief Akre gave a brief report on a few items of importance since the last meeting on May 18, 2021:

- We continue to be engaged with vaccinations located at La Luz Center which continues to be a success.
- Met with Springs Municipal Advisory Council to discuss efforts that SVFD continues to take to keep our local communities safe. It was very well received and the community was extremely receptive to encourage and learn proper steps to continue to be prepared and safe.
- Extended a limited term Firefighter position to Ryan Martinez who started 6/7/2021.
- Will look to fill second limited term position with the anticipation of an employee's retirement to take place later this year.

- Type 6 engine which was largely funded by public donations and an association contribution is in the final stages of completion. Final inspection expected to take place in the next two weeks. Once received it will be destined for the Diamond A community.
- Successfully purchased a new Chevy pick-up for the Administrative BC which was approved on May 18<sup>th</sup> meeting and is in the final stages of being completed and ready for use this week.
- Type 1 for Station 3 & 5 is still in process and the expected delivery is for August 2021, we anticipate an update from the manufacturer soon to confirm delivery date and status.
- Still no update from the Derickson's in regards to current lease in place. Matt Atkinson has reached out to provide contact information, but has not heard anything either.
- Chief has been in contact with legal in regards to the building that is homed on the Derickson's property and it was determined we would not be implicated for gifting of public funds.
- Station 5 paperwork for owner/builder permit(s) is complete and will be filed soon so that we can obtain the permit(s), however we do not intend to act as builder as we continue to seek out contractors to bid on the full scope of the project.
- In September applications for a grant for seismic upgrades (Station 5) can be filed which we intend to file for and see no cause to delay the project's progression.
- Gary Johnson has been temporarily assigned to Fire Prevention to aid in inspections for the re-opening of business that closed due to COVID.
- In two months, Gary has completed 331 inspections, 560 violations have been found, of those violations the main offenses have been:
  - FDC's obstructed
  - Sprinkler systems with no active water source
  - Emergency exits blocked

538 of those violations still need follow up. We are taking an educational approach to work with businesses to remedy violations as we understand the challenges surrounding new COVID standards.
- Matrix Consulting Group continues to examine the Fire Prevention division. The goal of this study is to help aid in being able to fund additional help in order to manage the safety of our community and the expansive workload that we continue to see as Gary showcases since his placement in Fire Prevention.

**9. Old Business**

None

**10. New Business**

- a) The Board unanimously agreed to accept 2019/2020 VOM District financial audit. **M/S/P Brady/Johnson with 7 ayes**
- b) Adoption of Resolution 2020/2021-18 accepting Sonoma Valley Fire District and the Sonoma Valley Fire & Rescue Authority Preliminary Budgets. **M/S/P Norton/ Atkinson with 7 ayes**
- c) Norton made a motion to adopt the MOU's with the minor revision of adding language under Article 10 Holidays (Management MOU) and Article 9 Holidays (General Employee MOU) to clarify when a holiday lands on a weekend it is up to the employee to observe either that preceding Friday or following Monday. Adoption of Resolution 2020/2021-19 amending the salary and benefit schedule of employees covered by the Administrative Agreement for Management and Administrative Employees and the employees covered by the General Employee Agreement. **M/S/P Norton/ Atkinson with 7 ayes**
- d) A new Countywide Sales Tax is being proposed and the Board President and Chief will be invited to meet with the Fire Service Working Group to present the District's service needs in the near future. Overall, we are looking at system capacity. At this point in time the Command staff all agree that the accessed need is the addition of 12 firefighter for the 3-0 staffing model, 6 firefighters to staff a 3<sup>rd</sup> ambulance. Additional considerations are long term funding

of the 3 SAFER positions that remain unfunded after the grant ends along with increased staffing for SDC. SDC is currently funded through July 1, 2022, but if we can secure additional funding to staff SDC that would aid in our capacity concern. It also was discussed that Zone 3 would be the recipient of 1 vegetation management position. Leen stated he would be supportive of this if the funds were controlled by the District and not by the County and doesn't want duplication of services.

**11. Other Business to come before the Board**

None

**12. Comments from the Floor**

- Chief Akre informed President Norton that the Fire District Association meeting is set to take place June 24<sup>th</sup> via zoom.

**13. Comments/Reports from the Board**

- Director Brady expressed that before July 1<sup>st</sup> 2021 the negotiation subcommittee (Emery & Brady) hope to come to an agreement with Local 3593 and bring to the Board for approval to alleviate any retroactive pay and workloads that may occur if it is not passed before July 1, 2021. Chief Akre suggested a special meeting take place in order for this to happen. Date of a special meeting is to be determined if applicable.

**14. Closed Session**

None

**15. Adjournment**

**M/S Norton/Leen with 7 ayes**

This meeting was adjourned at 7:03 p.m. to a regular Board meeting on July 13<sup>th</sup>, 2021 at 6:00 p.m. Meeting access will be determined based on COVID-19 restrictions in place at that time.

*Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available at the following website at <http://svfra.org>*

Respectfully submitted,

Jennifer Jason





**Sonoma Valley Fire District**  
**Special Board of Directors Meeting**  
 Agenda Item Summary  
 June 29, 2021

|                        |                        |
|------------------------|------------------------|
| <b>Agenda Item No.</b> | <b>Staff Contact</b>   |
| 10a                    | Steve Akre, Fire Chief |

**Agenda Item Title**

Resolution 2020/2021-20 amending the salary and benefit schedule of employees covered by the memorandum of understanding of the Sonoma Valley Professional Firefighters Association, IAFF Local 3593.

**Recommended Actions**

Amend agreements for Sonoma Valley Professional Firefighters Association, IAFF Local 3593.

**Executive Summary**

Two designated Board members met with a representative of the Sonoma Valley Professional Firefighters Association, IAFF Local 3593. The resulting contracts are being presented to the Board for approval. Amendments to the agreements are as follows:

One Year (June 28, 2021 through June 30, 2022)

- 2.5% cost of living increase.
- Fire Mechanic salary to align with that of A Step Engineer.
- Step and longevity increases to take effect the first day of the pay period in which they fall.
- Increase in alternative leave, from 48 hours to 72 hours annually.
- \$50 monthly increase to 457b plan contribution, for a total of \$100 per month, not to exceed \$1,200 annually.
- Sick leave accruals for 40 hour staff to increase from 96 hours to 104 hours annually, an additional 8 hours a year. 56 hour staff to increase from 180 hours to 182 hours annually, an additional 2 hours a year. Accrual rates to adjust from a monthly accrual to per pay period accrual and an initial one time roundup to the next whole number.
- Providing Dental and Vision plan change to FDAC/EBA Vision Plan B-1 and Dental Plan 3C.

**Alternative Actions**

Request additional information or changes to agreements before approving amendment

**Strategic Plan Alignment**

These agreements are in alignment with Goal 1, Objective 1B: Analyze educational requirements, salaries and benefit packages with comparable agencies.

**Fiscal Summary – FY 21/22**

| <b>Expenditures</b>        |                     | <b>Funding Source(s)</b> |                     |
|----------------------------|---------------------|--------------------------|---------------------|
| Budgeted Amount            | \$386,614.86        | District General Fund    | \$386,614.86        |
| Add. Appropriations Req'd. | \$                  | Fees/Other               | \$                  |
|                            | \$                  | Use of Fund Balance      | \$                  |
|                            | \$                  | Contingencies            | \$                  |
|                            | \$                  | Grants                   | \$                  |
| <b>Total Expenditure</b>   | <b>\$386,614.86</b> | <b>Total Sources</b>     | <b>\$386,614.86</b> |

**Narrative Explanation of Fiscal Impacts (if required)**

Not Required

**Attachments**

1. Memorandum of Understanding, Local 3593 2021-2022
2. Resolution 2020/2021-20

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE SONOMA VALLEY FIRE DISTRICT**  
**AND**  
**SONOMA VALLEY PROFESSIONAL FIREFIGHTERS ASSOCIATION**  
**IAFF LOCAL 3593**  
**FOR THE PERIOD OF**  
**JUNE 28, 2021 THROUGH JUNE 30, 2022**

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## DEFINITIONS

1. ANNIVERSARY DATE - Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.
2. ASSOCIATION - Shall mean the Sonoma Valley Professional Firefighters Association, IAFF Local #3593.
3. BOARD - Shall mean the Board of Directors of the Sonoma Valley Fire District.
4. CHIEF – As determined by the Board of Directors, shall mean the Fire Chief of the Sonoma Valley Fire District
5. DISTRICT - Shall mean the Sonoma Valley Fire District.
6. EMPLOYEES - Shall mean all District employees who are covered by this Memorandum of Understanding.
7. EMPLOYER (also referred to as DISTRICT) - Shall mean the Sonoma Valley Fire District.
8. GRIEVANCE – Shall mean any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding; disciplinary action; or rules, regulations, resolutions, ordinances and existing practices which govern personnel practices and working conditions.
9. MANAGEMENT - Shall mean the Board of Directors and Chief Officers of the Sonoma Valley Fire District.
10. SONOMA VALLEY FIRE DISTRICT – The City of Sonoma has entered into a contract for fire and emergency services with the Sonoma Valley Fire District to eliminate duplication of equipment, personnel, and resources, and to provide higher levels of service to the community. This consolidated enterprise operates as the Sonoma Valley Fire & Rescue Authority (SVFRA).
11. RETIREMENT - Shall mean a condition by which an employee has terminated their employment, with the District, by retiring through the Sonoma County General Retirement System.

## **GENERAL PROVISIONS**

### **ARTICLE 1    PREAMBLE**

This Memorandum of Understanding is between the Sonoma Valley Fire District (hereinafter referred to as the "District") and the Sonoma Valley Professional Firefighters' Association, IAFF Local 3593.

This Memorandum of Understanding shall be presented to the Sonoma Valley Fire District Board of Directors as recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing on June 28, 2021 through June 30, 2022.

This Agreement has been arrived at as a result of meeting and conferring in good faith with two (2) members of the negotiating team for the Sonoma Valley Fire District Board of Directors under the provisions of Section 3500-3509 of the Government Code of the State of California and by Resolution No. 2020/2021-20.

### **ARTICLE 2    RECOGNITION**

1. The District recognizes the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, as the recognized and exclusive representative for the following District employee classifications:

**Fire Mechanic  
Firefighter  
Engineer  
Fire Captain  
Training Officer**

2. This recognition is exclusive of (1) management employees, (2) administrative employees, (3) temporary employees, (4) elected officials, (5) contract employees, (6) at will employees, and (7) part-time employees.
3. The District agrees to meet and confer and otherwise deal exclusively with the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, on all matters relating to the scope of representation under the Meyers-Milias-Brown Act (Government Code Section 3500 et Seq.).

### **ARTICLE 3    SEVERENCE**

1. If any provision of this Memorandum of Understanding should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.
2. In the event that any provision of the Memorandum of Understanding should be found invalid, unconstitutional, unlawful, or unenforceable, the District and Local 3593 agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the agreement and shall not in any way modify or impact the remaining provisions of the existing Memorandum of Understanding.

### **ARTICLE 4    SOLE AGREEMENT**

1. The policies collected in the Memorandum of Understanding constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties.
2. If, during the term of the Memorandum of Understanding, the parties should mutually agree to modify, amend, or alter the provisions of this Memorandum of Understanding in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized

representatives of the District and Local 3593. Any such changes validly made shall become part of the Memorandum of Understanding and subject to its terms.

3. The waiver or breach of any condition of this Memorandum of Understanding shall not constitute a precedent in the future enforcement of all terms and conditions herein.

#### **ARTICLE 5     FULL FORCE AND EFFECT**

1. All wages, hours, and terms and conditions of employment which are negotiable subjects of bargaining under the Meyers-Milias-Brown Act, including those set in this Memorandum of Understanding, shall remain in full force and effect during the term of this Memorandum of Understanding unless changed by mutual agreement.
2. The District and Local 3593 will abide by the Meyers-Milias-Brown Act where and when it applies to members of Local 3593.
3. This Memorandum of Understanding will be automatically renewed from year to year thereafter unless either the District or Local 3593 notify the other, in writing, at least one-hundred-twenty (120) days prior to the annual anniversary date that it desires to modify the agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

#### **ARTICLE 6     ASSOCIATION DUES**

The District will deduct Association dues for all bargaining unit members of the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, in accordance to California law.

#### **ARTICLE 7     MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Memorandum of Understanding, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- to reprimand, suspend, discharge, or otherwise discipline employees for cause;
- to hire employees, determine their qualifications and assign and direct their work;
- to promote, demote, transfer, layoff, recall to work and retire employees;
- to maintain the efficiency of operation;
- to determine the personnel, methods, means and facilities by which operations are conducted;
- to set standards;
- to use independent contractors (in accordance with requirements of Meyers-Milias-Brown Act);
- to close down or relocate the district's operations or any part thereof;
- to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service;
- to control and regulate the use of machinery, facilities, equipment and other property of the District;
- to introduce new or improved research, service and maintenance and methods, materials, machinery and equipment;
- to issue, amend and revise policies, rules, regulations and practices;
- to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the District and to direct the District's employees.

#### **ARTICLE 8     HOURS OF WORK**

1. The normal work week for safety personnel shall be fifty-six (56) hours per week. During the term of this agreement, the standard work period for safety employees covered in this agreement shall consist of forty-eight (48) hours within six (6) consecutive calendar days corresponding to a fifty-six (56) hour week.

2. The normal work week for the Training Officer (schedule to be determined by Operations Battalion Chief) and Fire Mechanic (schedule to be determined by the Logistics Battalion Chief) is forty (40) hours. (The Training Officer's schedule must include Thursday evenings to accommodate Volunteer drills.)
3. For the efficient operation of the District shift personnel, upon written notification, may be temporarily reassigned by the Chief to a forty (40) hour work week schedule. Reasons for reassignment may include: light duty, as a result of a workers' compensation injury; schools and seminars; special administrative assignment; disciplinary action; or probationary orientation/training. Shift personnel reassigned to a forty (40) hour work week shall continue to accrue all benefits based on the fifty-six (56) hour work week.
4. If a reduction in the weekly duty schedule, different from that specified above, is mandated by legislative or judicial action, the parties to this Memorandum of Understanding shall meet and confer concerning the effect of the reduction in the weekly duty schedule or such fringe benefits as vacation and sick leave.

## **ARTICLE 9     OVERTIME**

1. Overtime hours worked will be compensated by payment as outlined in paragraph (2) and (3) of this Article.
2. Employees who are assigned or required to work hours, in addition to their regular work schedule, shall be compensated at the rate of one and one-half (1-1/2) times the hourly rate (e.g. full or partial shift coverage, recall to duty, participation in special projects or details, attendance at schools or training sessions, and as an assigned member of an authorized District committee).
3. Employees who receive compensation under the provisions of this Article will receive that compensation in thirty (30) minute increments for all overtime hours worked.
  - (a) Employees who are assigned to participate as a member of an authorized District committee, will be compensated a minimum of three (3) hours overtime for those meetings that they attend.

## **PAY PROVISIONS**

## **ARTICLE 10    SALARY**

1. The Salary Plan, as contained in Appendix 'A', shall be amended for all classifications listed in Article 2 (RECOGNITION), effective June 28, 2021. Appendix 'A' is hereby incorporated in and made a part of this Memorandum of Understanding.
  - (a) For the term of this MOU, the Fire Mechanic's salary will be set at the monthly rate of A-Step EMT Engineer. This will not be subject to any step increases.
2. Newly hired employees, to the position of Fire Mechanic, Firefighter, Fire Engineer or Fire Captain class, will become eligible to advance from Step A to Step B 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.
  - (a) Firefighters promoted to Fire Engineer and Fire Engineers promoted to Fire Captain shall serve in the initially assigned Step, and all succeeding Steps, for a period of one (1) year based on the anniversary date of promotion.
3. Advancement to the next pay Step will be based on a satisfactory performance evaluation and Fire Captains must also successfully complete an administrative assignment (s). All wage, step and longevity increases will take effect at the start of the pay period in which the anniversary occurs.

4. Notwithstanding contractual overtime requirements set forth in this MOU, the FLSA overtime threshold for the District's 28-day 207(k) work period is 212 hours. FLSA overtime is based on hours worked in excess of the applicable FLSA threshold. For personnel subject to the 28-day, 207(k) work period, the FLSA overtime threshold is exceeded when an employee's hours worked during the 28-day work period exceed 212.

## **ARTICLE 11 HOLIDAYS**

1. Recognized Holidays include:

New Year's Day - January 1st  
Martin Luther King's Birthday - third Monday of January  
Lincoln's Birthday - February 12th  
Washington's Birthday - third Monday of February  
Memorial Day - last Monday of May  
Juneteenth- June 19<sup>th</sup>  
Independence Day - July 4th  
Labor Day - first Monday of September  
California Admission Day - September 9th  
Columbus Day - second Monday of October  
Veterans' Day - November 11th  
Thanksgiving Day - fourth Thursday of November  
Employee's Birthday - day after Thanksgiving Day  
Christmas Day - December 25<sup>th</sup>

The Fire Mechanic is normally paid four (4) hours for the following holiday:

The afternoon of December 24th – Christmas Eve

If December 24th falls on a weekend, Christmas Eve holiday (4 hours paid leave) will be acknowledged on the preceding Friday.

- (a) And every day appointed by the President of the United States or the Governor of the State of California., which is observed by employees of the appointing authority (e.g. Federal employees are given the day off if the President declares a holiday).
2. Fire Captains, Fire Engineers and Firefighters shall receive pay for the recognized holidays whether scheduled on or off duty, by the following formula:
    - 12 hours of pay per holiday not to exceed one hundred and sixty-eight (168) hours per year.(a) Holiday pay will be paid to employees on the 12<sup>th</sup> and 25<sup>th</sup> pay periods of each calendar year.
  3. The Fire Mechanic working a forty (40) hour week schedule will be given the holiday off.
  4. Employees who are on duty on either a holiday or Sunday will follow the holiday routine outlined in the District procedures, which shall include:
    - Daily apparatus and equipment check.
    - Normal station duties and routine for cleanliness.
    - Emergency equipment repair.
    - Response to incidents.
    - Completion of all required forms and reports.

## **ARTICLE 12 LONGEVITY PAY PLAN**

1. Effective January 1, 2006, the Educational Incentive Program is replaced by the Longevity Pay Plan.



2. The District agrees to pay Longevity Pay to all represented employees who have been employed on a full-time regular basis and for consecutive years of employment as follows:

| Full Years of Employment Completed | Percentage of Pay over Monthly Base |
|------------------------------------|-------------------------------------|
| 5                                  | 2.5 %                               |
| 10                                 | 5 %                                 |
| 15                                 | 7.5 %                               |
| 20                                 | 10%                                 |

- (a) Employees that earned 8% longevity for completing 15 years of service prior to July 1, 2016 will retain this percentage.
3. Employees employed prior to January 1, 2006, will receive the percentage of Longevity Pay for those consecutive years of employment indicated in sub-section 2 above. Employees who were receiving a specific percentage of pay, based on the provisions of the Educational Incentive Program, shall continue to receive that percentage under the Longevity Pay Plan with any additional adjustments, if so warranted, being made as that employee meets the consecutive years of employment criteria.
4. Longevity pay will be paid to employees on the 12<sup>th</sup> and 25<sup>th</sup> pay periods of each calendar year, or they may take the option to receive prorated payments with each payroll check.
5. Employees transferring from the City of Sonoma shall retain their current longevity accrual benefit effective their last calendar day employed with the City of Sonoma as newly hired employees of the District. Years of service will transfer from the previous employer and continue for consecutive years.

**ARTICLE 13 PAY FOR WORK OUT OF CLASSIFICATION**

1. An employee who is assigned by the Chief or his/her designee to perform the duties of a higher classification shall be paid at the rate of that higher classification at A Step.
2. The District reserves the right to utilize Management or Administrative staff to cover stations when personnel are attending day time schools, training sessions, meetings and similar events.

**ARTICLE 14 RETIREMENT PLAN**

1. The retirement plan in effect on the effective date of this Memorandum of Understanding for employees covered by the Memorandum of Understanding will remain in effect for the duration of this Memorandum of Understanding, unless the parties, as herein below provided, agree otherwise.
2. The District agrees to contribute its proportional share towards employees' retirement in accordance with the rules and regulations applicable to public safety members of the Sonoma County Employees' Retirement Association.
3. Government Code, Section 31581.2, permits the District to agree to pay any portion of retirement contributions required to be paid by an employee. All such payments shall be in lieu of wages and shall be reported simply as normal contributions and shall be credited to employee accounts. The enactment of a resolution pursuant to Section 31581.2, shall not create vested rights in any employee. The District may amend or repeal the resolution at any time, subject to the provisions of Government Code Sections 3504 and 3505, or any similar rule or regulation of the District. The California Public Employees' Pension Reform Act of 2013 [AB 340, §7522.30(c)] prohibits the employer from paying any portion of the employee retirement contribution for those employees hired after December 31, 2012 and that are enrolled in Plan B.
  - a. For employees hired prior to January 1, 2013, and employees in Plan A hired on or after January 1, 2013, the following employee contributions apply:

- Plan "A" Safety Employees shall be responsible for 100% of the age-based employee contribution rate plus an additional 3% toward normal cost with a cap of 12%.
  - "Plan A" General employees shall be responsible for 100% of the age-based contribution rate, not to exceed 8%.
  - Employer will pay all contributions in excess of 12% on behalf of Plan "A" Safety Employees and in excess of 8% for Plan "A" General Employees.
4. Effective January 1, 2005, the District authorized enhancement of the retirement plan with the Sonoma County Employees' Retirement Association. This plan converted from the 2% at age 50 to the 3% at age 50 formula. The plan for non-safety employees provides 3% at age 60.
- (a) Employees hired after December 31, 2012 are eligible for the following retirement plans. Final compensation is based on 3-year highest salary average.
- Safety –2.7% at 57
  - Non-safety –2.5% at 67

**ARTICLE 15    SICK LEAVE**

1. Fire Captains, Fire Engineers and Firefighters working a fifty-six (56) hour schedule shall accrue sick leave at the rate of seven (7) hours per pay period, equaling 7.59 shifts (182 hours) annually.
2. The Training Officer and Fire Mechanic working a forty (40) hour schedule shall accrue sick leave at the rate of four (4) hours per pay period, equaling thirteen (13) eight (8) hour days (104 hours) annually.
3. Sick leave shall start being accrued at the beginning of the probationary period.
4. Employees accrue sick leave on a monthly pro-rated basis.
5. With exception of retirement, employees will not be entitled to compensation of accrued sick leave. At retirement, the employee will be compensated for accrued sick leave as follows:
  - (a) If one hundred percent (100%) of benefit has not been attained, employee's accrued sick leave (including remaining transfer of sick leave from City of Sonoma employment) will be applied towards service credit with SCERA.
  - (b) If one hundred percent (100%) of benefit has been attained (to be determined by SCERA), employee will be paid fifty percent (50%) of unused sick leave, up to a maximum of ninety (90) eight-hour days or thirty (30) shifts (720 hours). This is to be paid to the employee in cash at the employee's hourly rate of pay at the time of retirement.
6. Sick Leave Incentive Program: Shift members using forty-eight (48) hours or less of sick leave, from the first day of the first pay period that begins in January through the last day of the last pay period that ends in December, shall earn one (1) twenty-four hour shift of vacation. Forty (40) hour members using twenty four (24) hours or less of sick leave, on a calendar-year basis, shall earn sixteen (16) hours of vacation.
7. Sick leave may be utilized for any health condition caused by factors over which the employee has no reasonable immediate control. Sick leave (including alternate leave) shall be used in one-hour (1 hour) increments. Refer to District criteria and procedures on sick leave usage.
8. Employees shall be entitled to use ten (10) eight hour days or six (6) shifts of their sick leave during the year for the care of immediate family members based on the criteria set forth in Labor Code Sections 233 and 246.5.

9. The District can authorize the use of family sick leave, in excess of ten (10) eight hour days or six (6) shifts, in those instances where it is necessary for an employee to care for an immediate family member who has a serious long term health condition. It will be the individual employee's responsibility to request the use of additional accrued sick leave for this purpose. Appropriate documentation of the long term illness, injury or incapacitation is to be submitted to the Chief for consideration.
10. Employees shall have seventy-two (72) hours of sick leave designated as "Alternate Leave" per calendar year. The seventy-two (72) alternate leave hours may be used for any reason of the employee's choosing subject to scheduling considerations by the Fire Chief. Alternate leave cannot accumulate but must be used during the calendar year in which it is granted.
11. When applicable, "Federal Family Medical Leave" runs concurrently with sick leave.
12. The District has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.

**ARTICLE 16 FUNERAL LEAVE**

1. In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same not to exceed six (6) eight-hour or two (2) regularly scheduled shifts (48 hours). This provision does not apply if a death occurs while the employee is on leave of absence, layoff or sick leave. For the purposes of this provision, the immediate family shall be restricted to the employee's spouse, father, mother, brother, sister, child, in-laws, grandchildren, grandparents, or domestic partner, and any other person regularly residing in the employees home as a family member.
2. Substantiation of the death may be required by the Chief.
3. Funeral Leave applies only to instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

**ARTICLE 17 VACATION**

1. Fire Captains, Fire Engineers and Firefighters shall accrue vacation leave as follows:

| Years of Service | Shifts | Annual Hours |
|------------------|--------|--------------|
| 1 through 5      | 8      | 192          |
| 6 through 10     | 10     | 240          |
| 11 through 15    | 11     | 264          |
| 16 through 20    | 13     | 312          |
| 21+              | 14     | 336          |

2. The Training Officer and Fire Mechanic shall accrue annual vacation leave as follows:

| Years of Service | Hours |
|------------------|-------|
| 1-5              | 96    |
| 6-10             | 136   |
| 11-15            | 176   |
| 16-20            | 216   |
| 21+              | 240   |

3. Vacation leave shall be accrued during the twenty-four (24) month probationary period; however, no vacation leave will be granted until the employee has completed one (1) full year of employment based on the employee's anniversary date of hire.

4. Employees accrue vacation leave on a per pay-period basis (26 pay periods annually).
5. Cap on Benefits: Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall equal two years vacation accrual (based on the employee's accrual rate). If the employee's earned but unused vacation leave reaches the maximum, the employee will not accrue any additional benefits. If the employee later uses enough vacation leave to fall below the maximum, he/she will resume earning vacation benefits.
  - (a) Exception: If approved by the Chief, vacation leave can exceed the maximum for a limited term based on pending scheduled vacation accrual use or cash out.
6. Employees who terminate or retire will be paid for their accrued and unused vacation leave at their current hourly rate of pay.
7. Use of vacation time shall be charged to each employee at the rate of one hour for each hour of continued absence the employee would have normally worked. Vacation requests shall be made as outlined in District policy.
8. On the 25<sup>th</sup> payroll of each year, employees will have the option of receiving payment for a maximum of ninety-six (96) hours of their accrued vacation leave. All hours cashed out will be at the employee's current hourly base rate of pay and each hour cashed out will be deducted from their balance of accrued vacation leave.

**ARTICLE 18 MILITARY LEAVE**

Leave is granted to employees ordered to active military service or training in accordance with the provisions of applicable state and federal law.

**ARTICLE 19 JURY LEAVE**

The District will pay wages for jury duty up to eighty (80) hours per calendar year.

**ARTICLE 20 SHIFT TRADE**

Safety employees shall have the right to exchange shifts when approved by the Chief and the change does not interfere with the operation of the District or Sonoma Valley Fire & Rescue Authority. All trades shall comply with current approved procedures.

**ARTICLE 21 HEALTH, DENTAL, VISION INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM**

1. The District currently provides health, dental, and vision insurance plans for employees working a forty (40) or fifty-six (56) hour schedule and their eligible dependents. As of July 1, 2018, Health, Dental, and Vision care insurance plans currently include: FDAC EBA Medical Program, Sonoma County affiliated Delta Dental Plan, and Vision Service Plan. It is agreed that the District will transition to FDAC/EBA Vision Plan B-1 and Dental Plan 3C as soon as the current plans' terms are completed.
  - (a) Employees and eligible dependents are required to register for Medicare and will be moved to Medicare supplemental insurance upon turning 65 years old.
2. The District shall contribute, based on the individual employee's family status, an amount not to exceed specific premium costs associated with the FDAC EBA (Employment Benefits Authority). The Kaiser Premium HMO Health Plan was chosen by Local 3593 and the administrative staff as the plan to use for a cap.
  - (a) Employees who choose a health plan that exceeds the limits set herein, will be required to pay the difference in premium through payroll deduction.

3. The District shall contribute an amount equal to 100% of the entire cost of the respective dental and vision insurance coverage.
4. The District also provides, at no cost to the employee, the "Employee Assistance Program", sponsored by the District Insurance carrier FDAC/FASIS. This provision is not applicable to retirees.
5. Effective June 28, 2021, the District agrees to provide employees covered by this Agreement with \$1200.00 per year in deferred compensation, to be paid at the rate of \$100.00 per month to John Hancock to offset the costs of health, dental and vision care insurance benefit plans at retirement. It is understood that the \$100.00 per month contribution is made on behalf of the employee and does not require an additional dollar contribution by the employee and will be applied at \$50.00 over 24 pay periods.
6. **Employees hired prior to January 1, 2006:** When an employee who is covered by this specific provision retires, the District agrees to contribute an amount equal to sixty (60%) percent of the total cost of the employee's and the employee's eligible dependents' health, dental, and vision care insurance benefit plans. This provision includes only those types of health, dental, and vision care plans in effect and at the benefit levels provided at the time of retirement and does not include any additions that might be negotiated by the bargaining unit after the employee's retirement. This shall continue on a monthly basis until either: the retired employee fails to make the forty percent (40%) plan contribution, the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).
  - (a) In the event of the retiree's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plan(s) under the 40% payment provision until remarriage or death.
7. **Employees hired on or after January 1, 2006:** Employees hired on or after January 1, 2006 are not eligible for District-paid health, dental, or vision care insurance benefit plans at retirement. The District will permit a retiree, who is covered by this specific provision, to continue to participate in the District's plans provided the retiree pays 100% of the premium for said plan(s). This shall continue on a monthly basis until either: the retired employee fails to make the one hundred percent (100%) contribution to the plan(s), the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).
  - (a) In the event of the retired employee's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plans under the 100% payment provision until remarriage or death.
8. The District will not be liable for costs associated with any other health insurance benefit plans a retired employee joins, beyond those provided by the District to its retirees.
9. The District maintains the right to change health plan providers as circumstances warrant.
10. Health Insurance Opt Out
  - (a) Proof of Existing Alternative Equivalent Coverage

Employees may opt out of District health coverage and receive a "Cash in-Lieu Payment" if the employee meets the requirements set forth in this section. The employee must provide proof of existing alternative health insurance coverage that provides equivalent coverage to the FDAC/EBA "Kaiser Premium HMO." The employee must show that he or she has the required alternative health insurance coverage, as do all individuals for whom the employee expects to claim a personal exemption for the plan year. Proof of existing alternative health insurance will be in the form of an attestation signed by the employee. The employee must provide an attestation every plan year during open enrollment period.

(b) Opt-Out Rate

If an employee meets the requirements of this section and elects to opt out of District health coverage, the District will pay the employee a dollar amount equal to 50% of what the District would otherwise pay to cover the employee and his or her qualified dependents under the FDAC/EBA Kaiser Premium HMO plan. This Cash-in-Lieu Payment is taxable and will be paid on a proportionate basis every pay period.

**ARTICLE 22 LIFE INSURANCE**

The District will pay the full cost of providing term life insurance coverage, for those employees who are eligible and insurable, of One Hundred Thousand Dollars (\$100,000.00).

**ARTICLE 23 LONG-TERM DISABILITY INSURANCE**

1. The District will pay the full cost of providing long-term disability insurance for all employees in the representation unit.

(a) The District will purchase the group long-term disability insurance policy through the California Association of Professional Firefighters Self-Funded Program.

**ARTICLE 24 UNIFORMS**

1. All employees in this representation unit who customarily and regularly wear uniforms, prescribed by the Chief, during scheduled duty hours, shall be covered by the following "Uniform Replacement Program". The District shall replace worn or damaged articles of uniform in kind based on the following:

(a) Uniform shirt, pant, T-shirt, work boots (as opposed to dress shoes) jacket or job shirt as needed.

(b) Dress uniform, white shirt and black tie, as needed, each five (5) years.

2. Damaged and/or worn articles of uniform shall be turned into the Chief who shall determine if the article warrants replacement. Items damaged as the result of the employee's negligence or carelessness will not be replaced in kind by the District under this program and may not be worn while on duty.

3. As an exception to the foregoing, the District will replace in kind those articles of uniform listed in paragraph (A-1) above which, in the judgment of the Chief, have been damaged or destroyed as the result of unusual circumstances beyond the control of the employee incurred in the performance of his/her official duties.

4. Article of uniform provided under this program shall remain the property of the District and shall be turned into the Chief when replaced in kind or when the employee retires or terminates his/her employment with the District for any reason.

**ARTICLE 25 PROMOTIONS**

1. All positions shall be filled per the "Personnel Selection and Hiring Rules." Promotional examinations shall be first offered to qualified employees per Section 502.1 of the "Personnel Selection and Hiring Rules." Only in the event that there are no qualified employees, or none of those qualified successfully pass the promotional examination process, shall recruitment be open to candidates outside the Sonoma Valley Fire & Rescue Authority.

2. The District and Employees have entered into a Career Development plan. All candidates must meet the requirements stipulated in the Sonoma Valley Fire & Rescue Authority's "Career Development Guide."

#### **ARTICLE 26 PROBATION**

1. All newly-hired entry level employees covered by this Memorandum of Understanding shall be required to serve a twenty-four (24) month probationary period. All lateral employees covered by this Memorandum of Understanding shall be required to serve a twelve (12) month probationary period. An employee may be dismissed for any reason during the probationary period without right of appeal to the grievance procedure.
2. All employees promoted to a higher classification shall serve a twelve (12) month probationary period.
3. Transitioning employees are not subject to a new probationary period; any former City employee who are in a probationary status will complete the remaining probationary period as an employee of the District.

#### **ARTICLE 27 RESIDENCY**

There is no residency requirement for employees in this representation unit.

#### **ARTICLE 28 PROFESSIONAL STAFFING LEVELS**

District station staffing will meet the following criteria:

1. If an overtime shift becomes available, IAFF Local 3593 will have "First Right of Refusal." Local 3593 members will make every effort to maintain the professional staffing level of two (2) professional firefighters on each staffed unit.
  - (a) In the event that professional coverage cannot be attained, the shift relief time will be offered to Management or Administrative Staff and a qualified group of Volunteer Firefighters.
  - (b) Should Management or Administrative Staff or qualified Volunteer Firefighters not be available to fill the shift relief time, subject coverage will revert back to Local 3593 to fill.
2. Under supervision of Management, Local 3593 members currently manage the overtime relief program.
3. Qualifications for Volunteer Firefighters to work shift relief will be established by representatives of Management and IAFF, Local 3593, with final approval of the Fire Chief.
4. The District reserves the right to utilize management and administrative staff to cover day time hours, 0730 hours to 1700 hours, as the need arises. (This could be due to on-duty attendance of seminars/schools and unexpected absences that might occur during the course of the day.)

#### **ARTICLE 29 DISCIPLINARY ACTION**

The District may dismiss, suspend, or demote an employee for just cause. Appeals from disciplinary action should be filed as outlined in sub-section 2 (b) of Article 30, entitled "Grievance Procedure."

#### **ARTICLE 30 LAYOFF AND REHIRE**

1. A District employee's departmental seniority date shall be established when the employee is designated as having regular status (as opposed to temporary status) within the District. Where employees are hired or promoted on the same date, the order of seniority, either department or

classification, shall be based on the respective position each employee was assigned on the eligibility list (i.e., the employee highest on the eligibility list will be accorded the most seniority).

- (a) For City of Sonoma employees who transitioned into the District prior to January 2012, their date of hire by the City of Sonoma as full-time employees will be recognized for seniority purposes.
2. If the need for layoff does arise, said layoff shall come first from the employee with the least departmental seniority regardless of rank.
  - (a) If the City of Sonoma ends its relationship with the Valley of the Moon Fire Protection District, all Fire District employees hired prior to December 31<sup>st</sup> 2011 shall retain their position with the District.
3. If there should be a reduction from the officer classification, the employee with the least seniority within that classification may displace an employee within the firefighter classification provided that employee has less departmental seniority than the employee who is being removed as an officer.
4. No new employees shall be hired until the laid-off employee(s) has been given the opportunity to be reinstated. The last such employee laid off shall be the first rehired, provided not more than eighteen (18) months, per Section 901-A of the "Personnel Selection and Hiring Rules," has elapsed from the date of lay off.
  - (a) If a former District employee has been separated from the District for a period of more than six (6) months he or she shall, before being considered for reinstatement, pass a physical examination and be held to the hiring criteria in effect at the time of lay off.
  - (b) A reinstated District employee will have six (6) months, from the date of reinstatement, to successfully update all certifications held prior to layoff.

#### **ARTICLE 31 GRIEVANCE PROCEDURE**

1. Definition: A grievance is any dispute that involves the interpretation or application of any provisions of this Memorandum of Understanding: disciplinary action, or rules, regulations, resolutions, ordinances, and existing practices that govern personnel practices and working conditions.
2. A grievance shall be processed in the following manner:
  - (a) The Firefighters' Association Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If in its opinion no grievance exists, no further action is necessary. This does not limit the rights of the individual employee to pursue the grievance on their own.
  - (b) If a grievance does exist, they shall within fifteen (15) business days after the event or at such time that they became aware that a grievable event occurred, with or without the physical presence of the aggrieved employee, present the grievance to the Chief of the District for adjustment.
  - (c) If within fifteen (15) business days after submission to the Chief, the grievance has not been settled, it shall then be submitted to the President of the Board of Directors' "Personnel Committee" for adjustment.
  - (d) If within fifteen (15) business days after submission to the "Personnel Committee" the grievance has not been settled, the District hereby recognizes the right of the aggrieved employee to seek such further relief as may be granted under California law.
  - (e) A "Class Action Grievance" may be filed and pursued by any employee or the Association.



- (f) The Association or individual employee shall have the right to representation at any or all steps of the grievance process.

**ARTICLE 32 REPRESENTATION**

If the employee desires the assistance of an authorized Local 3593 representative, as provided in Step 2 (b) of Article 31, entitled "Grievance Procedure," the District agrees to permit one (1) representative, designated by the grievant, and reasonable time off during regular work hours without loss of compensation or other benefits for the purpose of taking up said grievance. The grievant and/or the authorized Local 3593 representative shall obtain the approval of the Chief or other authorized management official before leaving his/her duty or work station or assignment for the purpose of processing a grievance.

**ARTICLE 33 NON-STRIKE AGREEMENT**

The members of the Sonoma Valley Professional Firefighters' Association, IAFF Local 3593, agree that they will not engage in any strikes, slow-downs, work stoppage, or interfere with the operation of the Sonoma Valley Fire District.

**ARTICLE 34 RULES AND REGULATIONS**

The Sonoma Valley Professional Firefighters' Association, IAFF Local 3593, agrees that its members shall comply with the District rules and regulations including those relating to conduct and work performance. The District agrees the application of departmental rules and regulations which affect District employee working conditions and performance shall be subject to the grievance procedure. The Sonoma Valley Professional Firefighters' Association, IAFF Local 3593, agrees that the District shall have the right to modify, alter, or revise these rules and regulations. In the event the District does modify the rules and regulations, it shall give the Sonoma Valley Professional Firefighters' Association advance written notice of the revisions, modifications, or alterations and shall append a copy of the revised rules and regulations to this Memorandum of Understanding.

**ARTICLE 35 TERM**

The term of this Memorandum of Understanding shall be June 28, 2021 through June 30, 2022.

**ARTICLE 36 EXISTING BENEFITS CONTINUED**

1. Except as provided herein, this Memorandum of Understanding does not modify existing benefits, policies, or procedures, nor does it modify provision of the prior Memorandum of Understanding applicable to the employees covered by this Memorandum of Understanding. Such benefits, policies, procedures, and provisions as remain unmodified shall continue in full force and effect throughout the term of this Memorandum of Understanding.
2. Neither party hereto waives the right, in future negotiations, to raise or urge additions, amendments, revisions, deletions, or other changes to any provisions herein.

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this 29<sup>th</sup> day of June 2021.

Sonoma Valley Professional  
Firefighters' Association, IAFF  
Local 3593

Sonoma Valley Fire District

By \_\_\_\_\_  
Dustin Garcia, President                      Date

By \_\_\_\_\_  
William Norton, President                      Date

By \_\_\_\_\_  
Maci Jerry, Clerk                                      Date

## APPENDIX 'A' SALARY PLAN

June 28, 2021 through June 30, 2022

All classifications reflect salary increase or modification as follows:

### Fire Mechanic

|                      |          | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|----------|---------------|---------------|---------------|---------------|---------------|
| <i>June 28, 2021</i> | Monthly: | 7,354         | 7,573         | 7,799         | 8,035         | 8,273         |
|                      | Hourly:  | 42.43         | 43.69         | 44.99         | 46.36         | 47.73         |

### Firefighter

|                      |          | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|----------|---------------|---------------|---------------|---------------|---------------|
| <i>June 28, 2021</i> | Monthly: | 6,341         | 6,531         | 6,728         | 6,928         | 7,135         |
|                      | Hourly:  | 26.06         | 26.84         | 27.65         | 28.47         | 29.32         |
| <i>Medic</i>         | Monthly: | 6,658         | 6,857         | 7,064         | 7,276         | 7,470         |
|                      | Hourly:  | 27.36         | 28.18         | 29.03         | 29.90         | 30.70         |

### Engineer

|                      |          | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|----------|---------------|---------------|---------------|---------------|---------------|
| <i>June 28, 2021</i> | Monthly: | 7,354         | 7,573         | 7,799         | 8,035         | 8,273         |
|                      | Hourly:  | 30.22         | 31.12         | 32.05         | 33.02         | 34.00         |
| <i>Medic</i>         | Monthly: | 7,719         | 7,952         | 8,191         | 8,434         | 8,687         |
|                      | Hourly:  | 31.72         | 32.68         | 33.66         | 34.66         | 35.70         |

### Captain

|                      |          | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|----------|---------------|---------------|---------------|---------------|---------------|
| <i>June 28, 2021</i> | Monthly: | 8,522         | 8,777         | 9,042         | 9,312         | 9,592         |
|                      | Hourly:  | 35.02         | 36.07         | 37.16         | 38.27         | 39.42         |
| <i>Medic</i>         | Monthly: | 8,950         | 9,215         | 9,495         | 9,777         | 10,072        |
|                      | Hourly:  | 36.78         | 37.87         | 39.02         | 40.18         | 41.39         |

### Paramedic Differential:

1. Effective July 1, 2017, employees who maintain paramedic certification will receive a 5% paramedic premium per month over their base salary which is incorporated into the employee's base salary and hourly rate of pay.
2. The District shall provide reimbursement, with approval of the Chief, for expenses incurred for Continuing Education training as follows:
  - (a) A Continuing Education maintenance allowance program will contain the following points:
    - Each paramedic will receive \$300.00 per year for the purpose of defraying costs in attaining Continuing Education credit. The funds will be distributed in increments of \$150.00 in June and December.
    - Employees will not be eligible for a scheduled Continuing Education maintenance allowance unless they had completed at least six months of full time regular employment.
    - Overtime will not be paid for time spent gaining Continuing Education credit.
    - Upon receipt, it will be the sole responsibility of the employee to manage these funds to ensure that Continuing Education costs were defrayed. This will include choosing which Continuing Education opportunities to participate in.

### **Training Officer**

1. The Training Officer (Fire Captain) will receive a 10% differential based on the employee's current pay step. This differential will be added to the hourly rate of pay.
2. Overtime opportunities for the Training Officer:
  - (a) The Training Officer may sign up for Overtime to cover shift vacancies. Shift coverage OT shall not interfere with the Training Officer's primary duties, and the employee will still be expected to work the regularly assigned 40-hour work week. Shift coverage OT will be compensated at the top-step, 56-hour Captain's rate.
  - (b) The Training Officer will have the first opportunity to fill BC Overtime after the BCs have had the opportunity. BC coverage OT will be compensated at BC Step B salary.
  - (c) Strike Team and Overhead opportunities will be addressed on a case-by-case basis within the existing policy. Strike team and overhead assignments will be compensated at the top step, 56-hour Fire Captain's rate, as specified in the annual OES salary submittal.
3. The Training Officer will be assigned an SVFRA vehicle.

### **40 Hour per week Firefighter Permanent Assignment**

1. 40 hour FF will receive an hourly rate consistent with the monthly salary identified in the salary schedule for shift Firefighters. The 40 hour FF will receive a 3% differential as compensation in lieu of FLSA pay.
2. The 40 hour FF will accrue the same rates of vacation as the Training Officer and the Fire Mechanic.
3. The 40 hour Firefighter's work week schedule shall be determined by the Operations Chief.
4. Shift coverage OT shall not interfere with the 40 hour Firefighter's primary duties, and the employee will still be expected to work the regularly assigned 40-hour work week. Shift coverage OT will be compensated at the employee's current step of the shift Firefighter's rate.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY  
FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA,  
AMENDING THE SALARY AND BENEFIT SCHEDULE OF THE SONOMA VALLEY  
PROFESSIONAL FIREFIGHTERS ASSOCAITION, IAFF LOCAL 3593 EMPLOYEES  
COVERED BY THE MEMORANDUM OF UNDERSTANDING**

**WHEREAS**, the Board of Directors of the Sonoma Valley Fire District, by adoption of Resolution 2018/2019-05, dated July 26, 2018, amended the salary and benefit schedule of employees covered by the Memorandum of Understanding; and

**WHEREAS**, two members of the negotiating team for the Sonoma Valley Fire District Board of Directors have met and conferred with representatives of the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, regarding modification of the current Memorandum of Understanding.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors of the Sonoma Valley Fire District hereby repeals Resolution Number 2018/2019-05, which extends to the Memorandum of Understanding, replacing it with Resolution 2020/2021-20.

**BE IT FURTHER RESOLVED** the Board of Directors of the Sonoma Valley Fire District hereby adopts Resolution Number 2020/2021-21, which amends the salary and benefit schedule for those employees covered by the Memorandum of Understanding for the period commencing June 28, 2021 and ending June 30, 2022.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Sonoma Valley Fire District this 29<sup>th</sup> day of June 2021, on regular roll call vote of the members of said Board:

|                         |          |         |             |
|-------------------------|----------|---------|-------------|
| President Norton        | Aye_____ | No_____ | Absent_____ |
| Vice President Atkinson | Aye_____ | No_____ | Absent_____ |
| Treasurer Johnson       | Aye_____ | No_____ | Absent_____ |
| Director Brady          | Aye_____ | No_____ | Absent_____ |
| Director Brunton        | Aye_____ | No_____ | Absent_____ |
| Director Emery          | Aye_____ | No_____ | Absent_____ |
| Director Leen           | Aye_____ | No_____ | Absent_____ |
| Vote:                   | Aye_____ | No_____ | Absent_____ |

**WHEREUPON**, the President declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
William Norton, President

\_\_\_\_\_  
Maci Jerry, Clerk



**Sonoma Valley Fire District**  
**Special Board of Directors Meeting**  
 Agenda Item Summary  
 June 29, 2021

|                        |                        |
|------------------------|------------------------|
| <b>Agenda Item No.</b> | <b>Staff Contact</b>   |
| 10b                    | Steve Akre, Fire Chief |

**Agenda Item Title**

Repeal Resolution 2020/2021-19 and adopt Resolution 2020/2021-21 amending the salary and benefit schedule of employees covered by the Administrative Agreement for Management and Administrative Employees and the employees covered by the General Employee Agreement to align with the Sonoma Valley Profession Firefighters Association, IAFF Local 3593

**Recommended Actions**

Amend agreements for Management and Administrative Employees and General Employee groups

**Executive Summary**

Two designated Board members met with a representative of the Management and Administrative Employees group, and the Fire Chief met with the employees covered by the General Employee Agreement. The resulting contracts are being presented to the Board for approval. Amendments to the agreements are as follows:  
One Year (June 28, 2021 through June 30, 2022)

- 2.5% cost of living increase.
- 5% pay differential for 40 hour Fire Marshal and Administrative Battalion Chief positions.
- Step and longevity increases to take effect the first day of the pay period in which they fall.
- Increase in alternative leave, from 48 hours to 72 hours annually.
- \$50 monthly increase to 457b plan contribution, for a total of \$100 per month, not to exceed \$1,200 annually.
- Sick leave accruals for 40 hour staff to increase from 96 hours to 104 hours annually, an additional 8 hours a year. 56 hour staff to increase from 180 hours to 182 hours annually, an additional 2 hours a year. Accrual rates to adjust from a monthly accrual to per pay period accrual and an initial one time roundup to the next whole number.
- Providing Dental and Vision plan change to FDAC/EBA Vision Plan B-1 and Dental Plan 3C.

**Alternative Actions**

Request additional information or changes to agreements before approving amendment

**Strategic Plan Alignment**

These agreements are in alignment with Goal 1, Objective 1B: Analyze educational requirements, salaries and benefit packages with comparable agencies.

**Fiscal Summary – FY 21/22**

| <b>Expenditures</b>        |                    | <b>Funding Source(s)</b> |                    |
|----------------------------|--------------------|--------------------------|--------------------|
| Budgeted Amount            | \$91,699.64        | District General Fund    | \$91,699.64        |
| Add. Appropriations Req'd. | \$                 | Fees/Other               | \$                 |
|                            | \$                 | Use of Fund Balance      | \$                 |
|                            | \$                 | Contingencies            | \$                 |
|                            |                    | Grants                   | \$                 |
| <b>Total Expenditure</b>   | <b>\$91,699.64</b> | <b>Total Sources</b>     | <b>\$91,699.64</b> |

**Narrative Explanation of Fiscal Impacts (if required)**

Not Required

**Attachments**

1. Administrative Agreement for Management and Administrative Employees 2021-2022
2. General Employee Agreement 2021-2022
3. Resolution 2020/2021-21

**ADMINISTRATIVE AGREEMENT  
BETWEEN THE SONOMA VALLEY FIRE DISTRICT  
AND  
MANAGEMENT & ADMINISTRATIVE EMPLOYEES  
FOR THE PERIOD OF**

*June 28, 2021 THROUGH June 30, 2022*

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## DEFINITIONS

1. ANNIVERSARY DATE - Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.
2. BOARD - Shall mean the Board of Directors of the Sonoma Valley Fire District.
3. CHIEF – As determined by the Board of Directors, shall mean the Fire Chief of the Sonoma Valley Fire District.
4. DISTRICT - Shall mean the Sonoma Valley Fire District.
5. EMPLOYEES - Shall mean all Management and Administrative employees who are covered by this Agreement.
6. EMPLOYER (also referred to as DISTRICT) - Shall mean the Sonoma Valley Fire District.
7. MANAGEMENT - Shall mean the Board of Directors and Chief Officers of the Sonoma Valley Fire District and Chief Officers.
8. SONOMA VALLEY FIRE DISTRICT – The City of Sonoma has entered into a contract for fire and emergency services with the Sonoma Valley Fire District to eliminate duplication of equipment, personnel, and resources, and to provide higher levels of service to the community. This consolidated enterprise operates as the Sonoma Valley Fire and Rescue Authority (SVFRA).
9. RETIREMENT - Shall mean a condition by which an employee has terminated their employment, with the District, by retiring through the Sonoma County General Retirement System.

## **GENERAL PROVISIONS**

### **ARTICLE 1 PREAMBLE**

This Agreement is between the Sonoma Valley Fire District (hereinafter referred to as the "District") and the Management and Administrative Employees.

This Agreement shall be presented to the Sonoma Valley Fire District Board of Directors as recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing on June 28, 2021 through June 30, 2022.

This Agreement has been arrived at as a result of meeting and conferring in good faith with two (2) members of the negotiating team for the Sonoma Valley Fire District Board of Directors under the provisions of Section 3500-3509 of the Government Code of the State of California and by Resolution No. 2020/2021-21.

### **ARTICLE 2 RECOGNITION**

Management and Administrative employees shall be considered as "Exempt" employees and include the following classifications:

**Finance Officer  
Fire Marshal  
Administrative Battalion Chief (40-HR)  
Battalion Chief  
Fire Chief**

### **ARTICLE 3 AT-WILL EMPLOYMENT PROVISION**

Employment of the Fire Chief at the Sonoma Valley Fire District is offered on an "at will" basis within the meaning of California Labor Code §2922. This means that either the Fire Chief or the District may end the relationship at any time with or without cause or notice.

### **ARTICLE 4 SEVERANCE**

1. If any provision of this Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.
2. In the event that any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable, the District and representatives of the management and administrative employees agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the agreement and shall not in any way modify or impact the remaining provisions of the existing Agreement.

### **ARTICLE 5 RENEWAL PROVISION**

This Agreement will be automatically renewed from year to year thereafter unless amended by Resolution of the District's Board of Directors.

### **ARTICLE 6 MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- to reprimand, suspend, discharge, or otherwise discipline employees for cause;
- to hire employees, determine their qualifications and assign and direct their work;
- to promote, demote, transfer, layoff, recall to work and retire employees;
- to maintain the efficiency of operation;
- to determine the personnel, methods, means and facilities by which operations are conducted;
- to set standards;
- to use independent contractors (in accordance with requirements of Meyers-Milias-Brown Act);
- to close down or relocate the district's operations or any part thereof;
- to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service;
- to control and regulate the use of machinery, facilities, equipment and other property of the District;
- to introduce new or improved research, service and maintenance and methods, materials, machinery and equipment;
- to issue, amend and revise policies, rules, regulations and practices;
- to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the District and to direct the District's employees.

**ARTICLE 7     HOURS OF WORK**

1. The normal work week for the Fire Chief, Administrative Battalion Chief, Fire Marshal, and Finance Officer shall be forty (40) hours per week (schedule to be determined by the Chief). The normal work week for Shift Battalion Chiefs shall be fifty-six (56) hours per week. During the term of this agreement, the standard work period for Shift Battalion Chiefs covered in this agreement shall consist of forty-eight (48) hours within six (6) consecutive calendar days corresponding to a fifty-six (56) hour week.
2. Rest and meal periods to be observed in accordance with law.
3. The usual work day for the Fire Chief, Administrative Battalion Chief, Fire Marshal, and Finance Officer shall be eight (8) hours. The usual work day for Battalion Chiefs shall be twenty-four (24) hours.

**ARTICLE 8     OVERTIME**

Management and administrative employees are considered to be "Exempt" employees and not normally entitled to overtime; however, Battalion Chiefs that cover operational shifts other than those assigned to them will be compensated at one and one-half (1-1/2) times the hourly rate. The Administrative Battalion Chief will be entitled to cover operational shifts at the shift Battalion Chief overtime rate. Fifty-six (56) hour shift Battalion Chief's will have first right of refusal on all shift Battalion Chief vacancies. The current Fire Chief (S. Akre), due to his operational and local experience, will be compensated at the Fire Chief's OES straight time rate when covering operational Battalion shifts. When the Fire Marshal is performing fire investigations outside of normal work hours, the position will be compensated at one and one-half (1-1/2) times the hourly rate.

1. Employees who receive overtime compensation under the provisions of this Article will receive that compensation in thirty (30) minute increments for the first hour and for all succeeding hour(s).

**PAY PROVISIONS**

**ARTICLE 9     SALARY**

1. The Salary Plan, as contained in Appendix 'A', shall be amended for all classifications listed in Article 2 (RECOGNITION), effective June 28, 2021. Appendix 'A' is hereby incorporated in and made a part of this Agreement.

2. Normally a management or administrative employee will start at Step A, however an appointment to a higher step may be recommended by the Chief, or in the case of the Chiefs classification the Board of Directors. Such recommendation must meet with approval of the Board of Directors. This action would be based on previous experience and other qualifications shown by the appointed employee.
3. Newly employed employees, to a management or administrative employee class, will become eligible to advance from Step A to Step B 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.
  - (a) Advancement will be based on satisfactory performance evaluation, completion of all training assignments with recommendation and approval of the Chief. All wage, step and longevity increases will take effect at the start of the pay period in which the anniversary occurs.
4. Effective July 5, 2021, the salaries of all employees covered in this Memorandum of Understanding shall be as stated in Appendix A. The basis of these computations shall be as follows:
  - (a) Hourly rates for 56-hour employees shall be calculated by dividing an employee's annual salary by 2920
  - (b) Hourly rates for 40-hour employees shall be calculated by dividing an employee's annual salary by 2080

## **ARTICLE 10 HOLIDAYS**

1. Recognized Holidays include:

New Year's Day - January 1st  
 Martin Luther King's Birthday - third Monday of January  
 Lincoln's Birthday - February 12th  
 President's Day - third Monday of February  
 Memorial Day - last Monday of May  
 Juneteenth- June 19<sup>th</sup>  
 Independence Day - July 4th  
 Labor Day - first Monday of September  
 California Admission Day - September 9th  
 Columbus Day - second Monday of October  
 Veterans' Day - November 11th  
 Thanksgiving Day - fourth Thursday of November  
 Employee's Birthday - day after Thanksgiving Day  
 Christmas Day - December 25<sup>th</sup>

Forty (40) hour employees covered by this agreement are normally paid four (4) hours for the following holiday:

The afternoon of December 24th – Christmas Eve

If December 24th falls on a weekend, Christmas Eve holiday (4 hours paid leave) will be acknowledged on the preceding Friday.

- (a) And every day appointed by the President of the United States or the Governor of the State of California, which is observed by employees of the appointing authority (e.g. Federal employees are given the day off if the President declares a holiday).

2. Chief Officers and the Fire Marshal shall receive pay for the recognized holidays, whether scheduled on or off duty, by the following formula:
  - 12 hours of pay per holiday not to exceed one hundred and sixty-eight (168) hours per year.
  - (a) Holiday pay will be paid to Chief Officers and the Fire Marshal on the 12<sup>th</sup> and 25<sup>th</sup> pay periods of each calendar year, or they may take the option to receive prorated payments with each payroll check.
  - (b) An employee must be in pay status on the date of payment to receive any pay for recognized holidays. An employee first employed after the previous payment pay period will receive a pro-rata amount of the half year's pay for recognized holidays, based on the ratio of hours worked to hours in a half year at the employee's regular schedule.
  - (c) It is understood and agreed that pay for recognized holidays is a form of deferred compensation and is deemed pensionable for the period it was earned and not for the pay period in which it was paid. No more than two (2) lump sum payments for recognized holidays will be included in any given year for retirement final average compensation calculation purposes.
3. Other management and administrative employees working a forty (40) hour week schedule will be given the holiday off. If a holiday falls on a weekend or normally scheduled non-work day, the employee has the option to take the holiday on the workday prior to or following the holiday.

**ARTICLE 11 LONGEVITY PAY PLAN**

1. Effective January 1, 2006, the Educational Incentive Program is replaced by the Longevity Pay Plan.
2. The District agrees to pay Longevity Pay to all management and administrative employees who have been employed on a full-time regular basis and for consecutive years of employment as follows:

| Full Years of Employment Completed | Percentage of Pay over Monthly Base |
|------------------------------------|-------------------------------------|
| 5                                  | 2.5 %                               |
| 10                                 | 5 %                                 |
| 15                                 | 7.5 %                               |
| 20                                 | 10%                                 |

- (a) Employees that earned 8% longevity for completing 15 years of service prior to July 1, 2016 will retain this percentage.
3. Employees employed prior to January 1, 2006, will receive the percentage of Longevity Pay for those consecutive years of employment indicated in sub-section 2 above. Employees who were receiving a specific percentage of pay, based on the provisions of the Educational Incentive Program, shall continue to receive that percentage under the Longevity Pay Plan with any additional adjustments, if so warranted, being made as that employee meets the consecutive years of employment criteria.
4. Longevity pay will be paid to employees on the 12<sup>th</sup> and 25<sup>th</sup> pay periods of each calendar year, or they may take the option to receive prorated payments with each payroll check.
5. Employees transferring from the City of Sonoma shall retain their current longevity accrual benefit effective their last calendar day employed with the City of Sonoma as newly hired employees of the District. Years of service will transfer from the previous employer and continue for consecutive years.

## **ARTICLE 12 ADMINISTRATIVE LEAVE**

1. To complete the responsibilities and tasks associated with their positions, management and administrative employees have additional duties as assigned, whether on forty (40) or fifty-six (56) hour work weeks.
  - (a) In recognition of this, the District will annually grant those employees working a forty (40) hour week ten (10) eight (8) hour days and those working a fifty-six (56) hour week six (6) shifts of "Administrative Leave." Employees accrue administrative leave on a prorated basis each payroll period.
  - (b) Beginning on July 1, 2018, in consideration of increased responsibilities and workloads for management and administrative employees, the District will annually grant those employees working forty (40) hour week an additional ten (10) eight (8) hours days and those working a fifty-six (56) hour week an additional six (6) shifts of "Administrative Leave." Employees will accrue the additional administrative leave on a prorated basis each payroll period. If/when workloads diminish, or if administrative staffing increases, the terms of this additional benefit will be revisited.
2. On the 12<sup>th</sup> payroll of each year, the management or administrative employee will have the option of receiving payment for a maximum of ninety-six (96) hours of administrative leave. All time cashed out will be deducted from the employee's balance of accrued administrative leave.
3. Upon retirement, a management or administrative employee can elect to be compensated a maximum of two years' accrual of unused Administrative Leave. Such compensation will be at the retiring employee's hourly rate of pay. The maximum allowed pensionable hours for Administrative Leave per year are eighty (80) hours for those employees working a forty (40) hour week and ninety-six (96) hours for those employees working a fifty-six (56) hour week.
4. Except as provided in Article 11, sub-section 2 & 3, management and administrative employees terminating employment with the District will not be entitled to compensation for their balance of unused "Administrative Leave."
5. In the event that a management or administrative employee was not able to use their Administrative Leave during the year, that employee will be allowed to carry their unused balance into the next year.

## **ARTICLE 13 RETIREMENT PLAN**

1. The retirement plan in effect on the effective date of this Agreement for employees covered by the Agreement will remain in effect for the duration of this Agreement, unless the parties, as herein below provided, agree otherwise.
2. The District agrees to contribute its proportional share towards employees' retirement in accordance with the rules and regulations applicable to public safety members of the Sonoma County Employees' Retirement Association.
3. Government Code, Section 31581.2, permits the District to agree to pay any portion of retirement contributions required to be paid by an employee. All such payments shall be in lieu of wages and shall be reported simply as normal contributions and shall be credited to employee accounts. The enactment of a resolution pursuant to Section 31581.2, shall not create vested rights in any employee. The District may amend or repeal the resolution at any time, subject to the provisions of Government Code Sections 3504 and 3505, or any similar rule or regulation of the District. The California Public Employees' Pension Reform Act of 2013 [AB 340, §7522.30(c)] prohibits the employer from paying any portion of the employee retirement contribution for those employees hired after December 31, 2012 and that are enrolled in Plan B.

- (a) For employees hired prior to January 1, 2013, and employees in Plan A hired on or after January 1, 2013, the following employee contributions apply:
    - Plan “A” Safety Employees shall be responsible for 100% of the age-based employee contribution rate plus an additional 3% toward normal cost with a cap of 12%.
    - Employer will pay all contributions in excess of 12% on behalf of Plan “A” Safety Employees and in excess of 8% for Plan “A” General Employees.
4. Effective January 1, 2005, the District authorized enhancement of the retirement plan with the Sonoma County Employees' Retirement System. This plan converted from the 2% at age 50 to the 3% at age 50 formula. The plan for non-safety employees provides 3% at age 60.
- (a) Management or administrative employees hired after December 31, 2012, are eligible for the following retirement plans. Final compensation is based on 3-year highest salary average.
    - Safety – 2.7% at 57
    - Non-safety – 2.5% at 67

**ARTICLE 14    SICK LEAVE**

1. Management and administrative employees working a forty (40) hour schedule shall accrue sick leave at the rate of four (4) hours per pay period, equaling thirteen (13) eight (8) hour days (104 hours) annually.
2. Management and administrative employees working a fifty-six (56) hour schedule shall accrue sick leave at the rate of seven (7) hours per pay period, equaling 7.59 shifts (182 hours) annually.
  - (a) In the event that the District fills a management or administrative position with an individual not previously employed as a regular and full-time employee, the Board of Directors has the authority to advance that individual sick leave not to exceed ninety (90) days.
  - (b) Any sick leave advanced under this paragraph will be offset by the District as that employee accrues annual sick leave up to the amount advanced. Once accrued sick leave equals the original amount advanced by the Board, that employee will continue to accrue sick leave according to the remaining provisions of this Article.
3. Sick leave shall be start being accrued at the beginning of the probationary period.
4. Employees accrue sick leave on a prorated basis each payroll period.
5. With the exception of retirement, employees will not be entitled to compensation of accrued sick leave. At retirement, the employee will be compensated for accrued sick leave as follows.
  - (a) If one hundred percent (100%) of benefit has not been attained, employee’s accrued sick leave (including remaining transfer of sick leave from City of Sonoma employment) will be applied towards service credit with SCERA.
  - (b) If one hundred percent (100%) of benefit has been attained (to be determined by SCERA), employee will be paid fifty percent (50%) of unused sick leave, up to a maximum of ninety (90) eight-hour days or thirty (30) shifts (720 hours). This is to be paid to the employee in cash at the employee’s hourly rate of pay at the time of retirement.

6. Sick Leave Incentive Program: Shift members using forty-eight (48) hours or less of sick leave, from the first day of the first pay period that begins in January through the last day of the last pay period that ends in December, shall earn one (1) twenty-four hour shift of vacation. Forty (40) hour members using twenty four (24) hours or less of sick leave, on a calendar-year basis, shall earn sixteen (16) hours of vacation.
7. Sick leave may be utilized for any health condition caused by factors over which the employee has no reasonable immediate control. Sick leave (including alternate leave) shall be used in one-hour (1 hour) increments. In the event, an employee meets the aforementioned criteria, the employee can only utilize sick leave. Should the employee's sick leave balance be exhausted, the employee will go on unpaid leave during their absence, unless authorization is given by the Fire Chief to utilize other leave balances. Refer to District criteria and procedures on sick leave usage.
8. The employee shall be entitled to use ten (10) eight-hour days or six (6) shifts of their sick leave during the year for the care of family members based on the criteria set forth in Labor Code Sections 233 and 246.5.
9. The District can authorize the use of family sick leave, in excess of ten (10) eight hour days or six (6) shifts, in those instances where it is necessary for an employee to care for a family member who has a serious long-term health condition. It will be the individual employee's responsibility to request the use of additional accrued sick leave for this purpose. Appropriate documentation of the long-term health condition is to be submitted to the Chief for consideration.
10. Employees shall have seventy-two (72) hours of sick leave designated as "Alternate Leave" per calendar year. The seventy-two (72) alternate leave hours may be used for any reason of the employee's choosing subject to scheduling considerations by the Fire Chief. Alternate leave cannot accumulate but must be used during the calendar year in which it is granted.
11. When applicable, "Federal Family Medical Leave" runs concurrently with California Sick Leave.
12. The District has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.

#### **ARTICLE 15 FUNERAL LEAVE**

1. In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same not to exceed six (6) eight-hour, or two (2) regularly scheduled shifts (48 hours). This provision does not apply if a death occurs while the employee is on leave of absence, layoff or sick leave. For the purposes of this provision, the immediate family shall be restricted to the employee's spouse, father, mother, brother, sister, child, in-laws, grandchildren, grandparents, or domestic partner and any other person regularly residing in the employees home as a family member.
2. Substantiation of the death may be required by the Chief.
3. Funeral Leave applies only to instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

#### **ARTICLE 16 VACATION**

1. Management and administrative employees shall accrue vacation leave based on the schedule that they are working be that a forty (40) hour or fifty-six (56) hour work week as follows:



**Forty Hour Work Week Schedule:**

| Years of Service | Annual Hours |
|------------------|--------------|
| 1 through 5      | 96           |
| 6 through 10     | 136          |
| 11 through 15    | 176          |
| 16 through 20    | 216          |
| 21+              | 240          |

**Fifty-Six Hour Work Week Schedule:**

| Years of Service | Shifts | Annual Hours |
|------------------|--------|--------------|
| 1 through 5      | 8      | 192          |
| 6 through 10     | 10     | 240          |
| 11 through 15    | 11     | 264          |
| 16 through 20    | 13     | 312          |
| 21+              | 14     | 336          |

2. Vacation leave shall be accrued during the twenty-four (24) month probationary period; however, no vacation leave will be granted until the employee has completed one (1) full year of employment based on the employee's anniversary date of hire.
3. Employees accrue vacation leave on a prorated basis each payroll period.
4. Cap on Benefits: Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall equal two years vacation accrual (based on the employee's accrual rate). If the employee's earned but unused vacation leave reaches the maximum, the employee will not accrue any additional benefits. If the employee later uses enough vacation leave to fall below the maximum, he/she will resume earning vacation benefits.
  - (a) Exception: If approved by the Chief, vacation leave can exceed the maximum for a limited term based on pending scheduled vacation accrual use or cash out.
5. Employees who terminate or retire will be paid for their accrued and unused vacation leave at their current hourly rate of pay.
6. Use of vacation time shall be charged to each employee at the rate of one hour for each hour of continued absence the employee would have normally worked. Vacation requests shall be made as outlined in District policy.
7. On the 25<sup>th</sup> payroll of each year, employees will have the option of receiving payment for a maximum of ninety-six (96) hours of their accrued vacation leave. All hours cashed out will be at the employee's current hourly base rate of pay and each hour cashed out will be deducted from their balance of accrued vacation leave.

**ARTICLE 17 MILITARY LEAVE**

Leave is granted to employees ordered to active military service or training in accordance with the provisions of applicable state and federal law.

**ARTICLE 18 JURY LEAVE**

The District will pay wages for jury duty up to eighty (80) hours per calendar year.

## **ARTICLE 19 SHIFT TRADE**

Shift employees shall have the right to exchange shifts when approved by the Chief and the change does not interfere with the operation of the District or Sonoma Valley Fire District. All trades shall comply with current approved procedures.

## **ARTICLE 20 HEALTH, DENTAL, VISION INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM**

1. The District currently provides health, dental, and vision insurance plans for employees working a forty (40) or fifty-six (56) hour schedule and their eligible dependents. As of July 1, 2018, Health, Dental, and Vision care insurance plans currently include: FDAC EBA Medical Program, Delta Dental Plan, and Vision Service Plan. It is agreed that the District will transition to FDAC/EBA Vision Plan B-1 and Dental Plan 3C as soon as the current plans' terms are completed.
  - (a) Employees and eligible dependents are required to register for Medicare and will be moved to Medicare supplemental insurance upon turning 65 years old.
2. The District shall contribute, based on the individual employee's family status, an amount not to exceed specific premium costs associated with the FDAC EBA (Employment Benefits Authority). The Kaiser Premium HMO Health Plan has been chosen as the plan to use for this cap.
  - (a) Employees who choose a health plan that exceeds the cost of the Kaiser Premium HMO Health Plan will be required to pay the difference in premium.
3. The District shall contribute an amount equal to 100% of the entire cost of the respective dental and vision insurance coverage.
4. The District also provides, at no cost to the full-time employee, the "Employee Assistance Program", sponsored by the District Insurance carrier FASIS. This provision is not applicable to retirees.
5. Effective June 28, 2021, the District agrees to provide full-time employees covered by this Agreement with \$1,200.00 per year in deferred compensation, to be paid at the rate of \$100.00 per month to a 457 deferred compensation plan to offset the costs of health, dental, and vision care insurance benefit plans at retirement. It is understood that the \$100.00 per month contribution is made on behalf of the employee and does not require an additional dollar contribution by the employee and will be applied at \$50.00 over 24 pay periods.
6. **Employees hired prior to January 1, 2006:** When an employee who is covered by this specific provision retires, the District agrees to contribute an amount equal to sixty (60%) percent of the total cost of the employee's, and the employee's eligible dependents', health, dental, and vision care insurance benefit plans. This provision includes only those types of health, dental, and vision care plans comparable to the benefit levels provided at the time of retirement, and does not include any additions that might be negotiated by the bargaining unit after the employee's retirement. This shall continue on a monthly basis until either: the retired employee fails to make the forty (40%) percent plan contribution; the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).
  - (a) In the event of the retiree's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plan(s) under the 40% payment provision until remarriage or death.
7. **Employees hired on or after January 1, 2006:** Employees hired on or after January 1, 2006 are not eligible for District-paid health, dental, or vision care insurance benefit plans at retirement. The District will permit a retiree, who is covered by this specific provision, to continue to participate in the District's plans provided the retiree pays 100% of the premium for said plan(s). This shall

continue on a monthly basis until either: the retired employee fails to make the one hundred (100%) percent contribution to the plan(s); the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).

(a) In the event of the retired employee's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plans under the 100% payment provision until remarriage or death.

8. The District will not be liable for costs associated with any other health insurance benefit plans a retired employee joins, beyond those provided by the District to its retirees.

9. The District maintains the right to change health plan providers as circumstances warrant.

10. Health Insurance Opt Out

(a) Proof of Existing Alternative Equivalent Coverage

Employees may opt out of District health coverage and receive a "Cash in-Lieu Payment" if the employee meets the requirements set forth in this section. The employee must provide proof of existing alternative health insurance coverage that provides equivalent coverage to the FDAC/EBA "Kaiser Premium HMO." The employee must show that he or she has the required alternative health insurance coverage, as do all individuals for whom the employee expects to claim a personal exemption for the plan year. Proof of existing alternative health insurance will be in the form of an attestation signed by the employee. The employee must provide an attestation every plan year during open enrollment period.

(b) Opt-Out Rate

If an employee meets the requirements of this section and elects to opt out of District health coverage, the District will pay the employee a dollar amount equal to 50% of what the District would otherwise pay to cover the employee and his or her qualified dependents under the FDAC/EBA Kaiser Premium HMO plan. This Cash-in-Lieu Payment is taxable and will be paid on a proportionate basis every pay period.

## **ARTICLE 21 LIFE INSURANCE**

The District will pay the full cost of providing term life insurance coverage, for those employees who are eligible and insurable, of One Hundred Thousand Dollars (\$100,000.00).

## **ARTICLE 22 LONG-TERM DISABILITY INSURANCE**

1. The District will pay the full cost of providing long-term disability insurance for all employees in the representation unit.

(a) The District will purchase the group long-term disability insurance policy through the California Association of Professional Firefighters Self-Funded Program.

## **ARTICLE 23 UNIFORMS**

1. All management and administrative employees who customarily and regularly wear uniforms, prescribed by the Chief, during scheduled duty hours, shall be covered by the following "Uniform Replacement Program". The District shall replace worn or damaged articles of uniform in kind based on the following:

(a) Uniform shirt, pant, T-shirt, work boots (as opposed to dress shoes) jacket or job shirt as needed.

(b) Dress uniform, white shirt and black tie, as needed, each five (5) years.

2. Damaged and/or worn articles of uniform shall be turned into the Chief who shall determine if the article warrants replacement. Items damaged as the result of the employee's negligence or carelessness will not be replaced in kind by the District under this program and may not be worn while on duty.
3. As an exception to the foregoing, the District will replace in kind those articles of uniform listed in paragraph 1. (a) above which, in the judgment of the Chief, have been damaged or destroyed as the result of unusual circumstances beyond the control of the employee incurred in the performance of his/her official duties.
4. Article of uniform provided under this program shall remain the property of the District and shall be turned into the Chief when replaced in kind or when the employee retires or terminates his/her employment with the District for any reason.

#### **ARTICLE 24 PROMOTIONS**

1. All positions shall be filled per the "Personnel Selection and Hiring Rules". Promotional examinations shall be first offered to qualified employees per Section 502.1 of the "Personnel Selection and Hiring Rules". Only in the event that there are no qualified employees, or none of those qualified successfully pass the promotional examination process, shall recruitment be open to candidates outside the Sonoma Valley Fire District.
2. The District and Employees have entered into a Career Development plan. All candidates must meet the requirements stipulated in the Sonoma Valley Fire District "Career Development Guide".

#### **ARTICLE 25 PROBATION**

1. All newly employed management or administrative employees covered by this Agreement shall be required to serve a twenty-four (24) month probationary period. An employee may be dismissed for any reason during the probationary period without right of appeal to the grievance procedure. Annual performance reviews shall be required after the first six (6) months and again after conclusion of their probationary period.
2. All employees promoted to officer classifications shall serve a twelve (12) month probationary period. A performance review shall be required at the conclusion of the probationary period.

#### **ARTICLE 26 STAFF VEHICLES**

1. The Chief is assigned a staff vehicle with use of that vehicle intended for the performance of assigned duties. Off duty use of those vehicles is permitted by the Board of Directors, on a limited basis, due to the nature of the position held and need for emergency recall.
2. Other management and administrative employees can be assigned staff vehicles, as needed, for the conducting of District business including the need for emergency recall.
3. The use of District vehicles shall be in accordance with District procedures as outlined in the Sonoma Valley Fire District Lexipol Manual.

#### **ARTICLE 27 USE OF PRIVATE VEHICLES**

1. The use of private vehicles, by management and administrative employees, for conducting District business, shall be limited to those situations approved by the Chief.

- (a) Those situations can include: an emergency where a staff vehicle is not available; extended absences from the District due to attendance of a school, seminar or other training event; or other situations where the absence of a staff vehicle from the District would create a hardship for the District.
2. Those management and administrative employees who use their private vehicle for District business, as outline in the paragraph above, will be reimbursed on a per mile basis as outlined in District Policy.
3. The use of private vehicles for District business shall be in accordance with District policy as outlined in the Manual of Operations.

#### **ARTICLE 28 LAYOFF AND REHIRE**

1. A District employees' departmental seniority date shall be established when the employee is designated as having regular status (as opposed to temporary status) within the District. Where employees are hired or promoted on the same date, the order of seniority either for the department or classification based seniority, shall be based on the respective position each such employee was assigned on the eligibility list (e.g., the employee highest on the eligibility list will be accorded the most seniority).
2. If there should be a reduction from the management or administrative classification the employee with the least seniority within that classification will be laid off. If a demotion is necessary within the management or administrative classifications the management or administrative employee with the least seniority will be demoted to their former classification.
  - (a) Classifications covered by the provisions of the Agreement shall be governed by the appropriate sections thereof.
  - (b) For City of Sonoma employees who transitioned into the District after January 2012, their date of hire by the City of Sonoma as full-time employees will be recognized for seniority purposes.
3. No new employees shall be employed until the laid off employee(s) has been given the opportunity to be reinstated. The last such employee laid off shall be the first rehired, provided not more than eighteen (18) months, per Section 901-A of the "Personnel Selection and Hiring Rules", has elapsed from the date of lay off.
  - (a) If a former District employee has been separated from the District for a period of more than six (6) months they shall, before being considered for reinstatement, pass a physical examination and be held to the hiring criteria in effect at the time of their layoff.
  - (b) A reinstated District employee will have six (6) months, from the date of reinstatement, to successfully update all certifications that they held prior to layoff.

#### **ARTICLE 29 POLICIES SUBJECT TO CHANGE**

All of the policies contained herein are subject to change at any time by a Resolution of the Board of Directors. Nothing herein shall bind the Board of Directors for any specific period of time, nor shall this Policy be considered to limit the Board's discretion to make any and all changes hereto that it deems necessary.

#### **ARTICLE 30 TERM**

The term of this Agreement shall be June 28, 2021 through June 30, 2022.

**ARTICLE 31 EXISTING BENEFITS CONTINUED**

Except as provided herein, this Agreement does not modify existing benefits, policies or procedures, nor does it modify provisions in any prior Agreement applicable to the employees covered by this Agreement. Such benefits, policies, procedures and provisions as remain unmodified shall continue in full force and effect throughout the term of this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement this 28<sup>th</sup> day of June, 2021.

Management and Administrative  
Employees Group

Sonoma Valley Fire District

By \_\_\_\_\_  
Spencer Andreis                                  Date

By \_\_\_\_\_  
William Norton, President                          Date

By \_\_\_\_\_  
Maci Jerry, Clerk                                  Date

**APPENDIX 'A'**

**MANAGEMENT & ADMINISTRATIVE EMPLOYEES**

**SALARY PLAN**

June 28, 2021 through June 30, 2022

**Finance Officer**

|                      |          | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|----------|---------------|---------------|---------------|---------------|---------------|
| <i>June 28, 2021</i> | Monthly: | 7,965         | 8,202         | 8,450         | 8,701         | 8,963         |

**Fire Marshal**

|                      |          | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|----------|---------------|---------------|---------------|---------------|---------------|
| <i>June 28, 2021</i> | Monthly: | 11,369        | 11,709        | 12,061        | 12,421        | 12,794        |

**Battalion Chief (56-HR)**

|                      |          | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|----------|---------------|---------------|---------------|---------------|---------------|
| <i>June 28, 2021</i> | Monthly: | 10,828        | 11,152        | 11,485        | 11,831        | 12,184        |

**Administrative Battalion Chief (40-HR)**

|                      |          | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|----------|---------------|---------------|---------------|---------------|---------------|
| <i>June 28, 2021</i> | Monthly: | 11,369        | 11,709        | 12,061        | 12,421        | 12,794        |

**Fire Chief**

|                      |          | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|----------|---------------|---------------|---------------|---------------|---------------|
| <i>June 28, 2021</i> | Monthly: | 12,551        | 12,927        | 13,314        | 13,714        | 14,127        |



**GENERAL EMPLOYEE AGREEMENT**  
**BETWEEN SONOMA VALLEY FIRE DISTRICT**  
**AND**  
**GENERAL EMPLOYEES**  
**FOR THE PERIOD OF**  
***JUNE 28, 2021 THROUGH JUNE 30, 2022***

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## DEFINITIONS

1. ANNIVERSARY DATE - Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.
2. BOARD - Shall mean the Board of Directors of the Sonoma Valley Fire District.
3. CHIEF – As determined by the Board of Directors, shall mean the Fire Chief of the Sonoma Valley Fire District.
4. DISTRICT - Shall mean the Sonoma Valley Fire District.
5. EMPLOYEES - Shall mean all General employees who are covered by this Agreement.
6. EMPLOYER (also referred to as DISTRICT) - Shall mean the Sonoma Valley Fire District.
7. MANAGEMENT - Shall mean the Board of Directors and Chief Officers of the Sonoma Valley Fire District and Chief Officers under the Sonoma Valley Fire District.
8. SONOMA VALLEY FIRE DISTRICT – The City of Sonoma has entered into a contract for fire and emergency services with the Sonoma Valley Fire District to eliminate duplication of equipment, personnel, and resources, and to provide higher levels of service to the community. This consolidated enterprise operates as the Sonoma Valley Fire & Rescue Authority (SVFRA).
9. RETIREMENT - Shall mean a condition by which an employee has terminated their employment, with the District, by retiring through the Sonoma County General Retirement System.

## **GENERAL PROVISIONS**

### **ARTICLE 1 PREAMBLE**

This Agreement is between the Sonoma Valley Fire District (hereinafter referred to as the "District") and the General Employees.

This Agreement shall be presented to the Sonoma Valley Fire District Board of Directors as recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing on June 28, 2021 through June 30, 2022.

This Agreement has been arrived at as a result of meeting and conferring in good faith with the Fire Chief of the Sonoma Valley Fire District under the provisions of Section 3500-3509 of the Government Code of the State of California and by Resolution No. 2020/2021-21.

### **ARTICLE 2 RECOGNITION**

General employees shall be considered as "Non-Exempt" employees and include the following classifications:

**Administrative Clerk  
Administrative Assistant  
Human Resources/Payroll Technician**

### **ARTICLE 3 SEVERENCE**

1. If any provision of this Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.
2. In the event that any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable, the District and representatives of the General Employees agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the agreement and shall not in any way modify or impact the remaining provisions of the existing Agreement.

### **ARTICLE 4 RENEWAL PROVISION**

This Agreement will be automatically renewed from year to year thereafter unless amended by Resolution of the District's Board of Directors.

### **ARTICLE 5 MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- to reprimand, suspend, discharge, or otherwise discipline employees for cause;
- to hire employees, determine their qualifications and assign and direct their work;
- to promote, demote, transfer, layoff, recall to work and retire employees;
- to maintain the efficiency of operation;
- to determine the personnel, methods, means and facilities by which operations are conducted;
- to set standards;

- to use independent contractors (in accordance with requirements of Meyers-Milias-Brown Act);
- to close down or relocate the district's operations or any part thereof;
- to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service;
- to control and regulate the use of machinery, facilities, equipment and other property of the District;
- to introduce new or improved research, service and maintenance and methods, materials, machinery and equipment;
- to issue, amend and revise policies, rules, regulations and practices;
- to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the District and to direct the District's employees.

**ARTICLE 6     HOURS OF WORK**

1. The normal work week shall be forty (40) hours per week (schedule to be determined by the Chief).
2. Rest and meal periods to be observed in accordance with law.
3. The usual work day shall be eight (8) hours. Part-time employees will be assigned schedules suitable to the position and department need.

**ARTICLE 7     OVERTIME**

1. Employees who are assigned or required to work hours that exceed forty (40) hours in a pay week shall be compensated at the rate of one and one-half (1-1/2) times the hourly rate.
2. Employees who receive overtime compensation under the provisions of this Article will receive that compensation in thirty (30) minute increments for the first hour and for all succeeding hour(s).

**PAY PROVISIONS**

**ARTICLE 8     SALARY**

1. The Salary Plan, as contained in Appendix 'A', shall be amended for all classifications listed in Article 2 (RECOGNITION), effective June 28, 2021. Appendix 'A' is hereby incorporated in and made a part of this Agreement.
2. Normally a general employee will start at Step A; however, an appointment to a higher step may be recommended by the Chief. Such recommendation must meet with approval of the Board of Directors. This action would be based on previous experience and other qualifications shown by the appointed employee.
3. Newly employed staff, to a general employee class, will become eligible to advance from Step A to Step B 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.
  - (a) Advancement will be based on satisfactory performance evaluation and completion of all training assignments with recommendation and approval of the Chief. All step and longevity increases will take effect at the start of the pay period in which the anniversary occurs.
4. Effective June 28, 2021, the salaries of all employees covered in this Agreement shall be as stated in Appendix A. The basis of these computations shall be as follows:

- (a) Hourly rates for 40-hour employees shall be calculated by dividing an employee's annual salary by 2080
- (b) Hourly rates for Part-time employees shall be calculated based off the 40-hour employees calculation stated above however, their monthly and annual salary would be prorated to match whatever their schedule is determined to be by the Chief.

**ARTICLE 9     HOLIDAYS**

1. Recognized Holidays include:

New Years' Day - January 1<sup>st</sup>  
Martin Luther Kings' Birthday - third Monday of January  
Lincoln's' Birthday - (floating holiday)  
President's' Birthday - third Monday of February  
Memorial Day - last Monday of May  
Juneteenth- June 19<sup>th</sup>  
Independence Day - July 4<sup>th</sup>  
Labor Day - first Monday of September  
California Admission Day - (floating holiday)  
Columbus Day - second Monday of October  
Veterans Day - November 11<sup>th</sup>  
Thanksgiving Day - fourth Thursday of November  
Employees' Birthday - day after Thanksgiving Day  
Christmas Eve - the afternoon of December 24<sup>th</sup>  
Christmas Day - December 25<sup>th</sup>

Employees covered by this agreement are normally paid four (4) hours for the following holiday:

The afternoon of December 24th – Christmas Eve

If December 24th falls on a weekend, Christmas Eve holiday (4 hours paid leave) will be acknowledged on the preceding Friday.

- (a) And every day appointed by the President of the United States or the Governor of the State of California, which is observed by employees of the appointing authority (e.g. Federal employees are given the day off if the President declares a holiday).
2. General employees will be given the holiday off. If a holiday falls on a weekend or normally scheduled non-work day, the employee has the option to take the holiday on the workday prior to or following the holiday.
3. The business office will not close on Lincoln's Birthday (February 12) or California Admission Day (September 9). General employees will be given a floating holiday for each of these dates, which may be taken during the calendar year with prior approval. Part-time employees may use the floating holiday only if they were scheduled to work on the date on which the holiday falls.
- (a) Floating holidays must be used during the calendar year on which they occur, after which time they will be unavailable to the employee.

**ARTICLE 10 LONGEVITY PAY PLAN**

1. During the term of this Agreement, the District agrees to pay Longevity Pay to all general employees who have been employed on a full-time regular basis for consecutive years of employment as follows:

|    |       |
|----|-------|
| 5  | 2.5 % |
| 10 | 5 %   |
| 15 | 7.5 % |
| 20 | 10%   |

- (a) Employees that earned 8% longevity for completing 15 years of service prior to July 1, 2016 will retain this percentage.
2. Longevity pay will be paid to employees on the 12<sup>th</sup> and 25<sup>th</sup> pay periods of each calendar year, or they may take the option to receive prorated payments with each payroll check.

**ARTICLE 11 RETIREMENT PLAN**

1. The retirement plan in effect on the effective date of this Agreement for employees covered by the Agreement will remain in effect for the duration of this Agreement, unless the parties, as herein below provided, agree otherwise.
2. The District agrees to contribute its proportional share towards employees' retirement in accordance with the rules and regulations applicable to public safety members of the Sonoma County Employees' Retirement Association.
3. Effective January 1, 2005, the District authorized enhancement of the retirement plan with the Sonoma County Employees' Retirement Association. This plan converted from the 2% at age 55 to the 3% at age 60 formula for general employees.

- (a) General employees hired after December 31, 2012 are eligible for the following retirement plan. Final compensation is based on 3-year highest salary average.

- Non-safety – 2.5% at 67

4. Government Code, Section 31581.2, permits the District to agree to pay any portion of retirement contributions required to be paid by an employee. All such payments shall be in lieu of wages and shall be reported simply as normal contributions and shall be credited to employee accounts. The enactment of a resolution pursuant to Section 31581.2, shall not create vested rights in any employee. The District may amend or repeal the resolution at any time, subject to the provisions of Government Code Sections 3504 and 3505, or any similar rule or regulation of the District. The California Public Employees' Pension Reform Act of 2013 [AB 340, §7522.30(c)] prohibits the employer from paying any portion of the employee retirement contribution for those employees hired after December 31, 2012 and that are enrolled in "Plan B."

- For employees hired prior to January 1, 2013, the following employee contributions apply:
- "Plan A" general employees shall be responsible for 100% of the age-based contribution rate, not to exceed 8%.
- Employer will pay all contributions in excess of 8% on behalf of "Plan A" General Employees.

## **ARTICLE 12    SICK LEAVE**

1. General employees working a forty (40) hour schedule shall accrue sick leave at the rate of four (4) hours per pay period, thirteen (13) eight (8) hour days annually.
2. Part-Time general employees may request and use up to three (3) days or twenty-four (24) hours of accrued, paid sick leave per year in accordance with the Healthy Workplace Healthy Family Act of 2014 (AB 1522).
3. Sick leave shall be accrued during the first twelve (12) months of the probationary period.
4. Employees accrue sick leave on a prorated basis each payroll period.
5. With exception of retirement, employees will not be entitled to compensation of accrued sick leave. At retirement an employee will have the option to either:
  - (a) If one-hundred percent (100%) of benefit has not been attained, employee's accrued sick leave will be applied towards service credit with SCERA.
  - (b) If one-hundred percent (100%) of benefit has been attained (to be determined by SCERA), employee will be paid fifty percent (50%) of unused sick leave, up to a maximum of ninety (90) eight-hour days. This is to be paid to the employee in cash at the employee's hourly rate of pay at the time of retirement.
6. Sick Leave Incentive Program: Full-time General Employees using twenty-four (24) hours or less of sick leave, from the first day of the first pay period that begins in January through the last day of the last pay period that ends in December, shall earn sixteen (16) hours of vacation.
7. Sick leave may be utilized for any health condition caused by factors over which the employee has no reasonable immediate control. Sick leave (including alternate leave) shall be used in one-hour (1 hour) increments. In the event, an employee meets the aforementioned criteria, the employee can only utilize sick leave. Should the employee's sick leave balance be exhausted, the employee will go on unpaid leave during their absence, unless authorization is given by the Fire Chief to utilize other leave balances. Refer to District criteria and procedures on sick leave usage.
8. The employee shall be entitled to use ten (10) eight-hour days of their sick leave during the year for the care of family members based on the criteria set forth in Labor Code Sections 233 and 246.5.
9. The District can authorize the use of family sick leave, in excess of ten (10) days, in those instances where it is necessary for an employee to care for a family member who has a serious long-term health condition. It will be the individual employee's responsibility to request the use of additional accrued sick leave for this purpose. Appropriate documentation of the long-term health condition is to be submitted to the Chief for consideration.
10. Employees shall have seventy-two (72) hours of sick leave designated as "Alternate Leave" per calendar year. The seventy-two (72) alternate leave hours may be used for any reason of the employee's choosing subject to scheduling considerations by the Chief. Alternate leave cannot accumulate but must be used during the calendar year in which it is granted. Alternate leave may only be used after the employee has completed six (6) months of employment.
11. When applicable, "Federal Family Medical Leave" runs concurrently with California Sick Leave.
12. The District has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.



**ARTICLE 13 FUNERAL LEAVE**

1. In the event of a death in the immediate family of an employee, the employee shall upon request be granted such time off with pay as is necessary to make arrangements for the funeral and attend same not to exceed six (6) eight-hour days (48 hours). This provision does not apply if a death occurs while the employee is on leave of absence, layoff or sick leave. For the purposes of this provision, the immediate family shall be restricted to the employee's spouse, father, mother, brother, sister, child, in-laws, grandchildren, grandparents, or domestic partner and any other person regularly residing in the employees home as a family member.
2. Substantiation of the death may be required by the Chief.
3. Funeral Leave applies only to instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

**ARTICLE 14 VACATION**

1. General employees working a forty (40) hour schedule shall accrue vacation leave based on the following schedule:

| Years of Service | Annual Hours |
|------------------|--------------|
| 1 through 5      | 96           |
| 6 through 10     | 136          |
| 11 through 15    | 176          |
| 16 through 20    | 216          |
| 21+              | 240          |

2. Vacation leave shall be accrued during the twelve (12) month probationary period; however, no vacation leave will be granted until the employee has completed twelve (12) months of employment based on the employee's anniversary date of hire.
3. Employees accrue vacation leave on a prorated basis each payroll period.
4. Cap on Benefits: Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall equal two years' vacation accrual (based on the employee's accrual rate). If the employee's earned but unused vacation leave reaches the maximum, the employee will not accrue any additional benefits. If the employee later uses enough vacation leave to fall below the maximum, he/she will resume earning vacation benefits.
  - (a) Exception: If approved by the Chief, vacation leave can exceed the maximum for a limited term based on pending scheduled vacation accrual use or cash out.
5. Employees who terminate or retire will be paid for their accrued and unused vacation leave at their current hourly rate of pay.
6. Use of vacation time shall be charged to each employee at the rate of one hour for each hour of continued unexcused absence the employee would have normally worked. Vacation requests shall be made as outlined in District policy.
7. On the 25<sup>th</sup> payroll of each year, employees will have the option of receiving payment for a maximum of ninety-six (96) hours of their accrued vacation leave. All hours cashed out will be at the employee's current hourly base rate of pay and each hour cashed out will be deducted from

their balance of accrued vacation leave. A maximum of ninety-six (96) hours of cashed-out vacation leave per year is pensionable.

**ARTICLE 15 MILITARY LEAVE**

Leave is granted to employees ordered to active military service or training in accordance with the provisions of applicable state and federal law.

**ARTICLE 16 JURY LEAVE**

The District will pay wages for jury duty up to eighty (80) hours per calendar year for those days when the employee would have been scheduled to work.

**ARTICLE 17 HEALTH, DENTAL, VISION INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM**

1. The District currently provides health, dental, and vision insurance plans for employees working a forty (40) hour schedule and their eligible dependents. As of July 1, 2021, Health, Dental and Vision care insurance plans currently include: FDAC EBA Medical Program, Delta Dental Plan and Vision Service Plan.
  - a. Employees and eligible dependents are required to register for Medicare and will be moved to Medicare supplemental insurance upon turning 65 years old.
2. The District shall contribute, based on the individual employee's family status, an amount not to exceed specific premium costs associated with the FDAC EBA (Employment Benefits Authority). The Kaiser Premium HMO Health Plan was chosen as the plan to use for a cap.
  - (a) Employees who choose a health plan that exceeds the cost of the Kaiser Premium HMO Health Plan, will be required to pay the difference in premium.
3. The District shall contribute an amount equal to 100% of the entire cost of the respective dental and vision insurance coverage.
4. The District also provides, at no cost to the full-time employee, the "Employee Assistance Program", sponsored by the District Insurance carrier FASIS. This provision is not applicable to retirees.
5. Effective June 28, 2021, the District agrees to provide full-time employees covered by this Agreement with \$1,200.00 per year in deferred compensation, to be paid at the rate of \$100.00 per month to a 457 deferred compensation plan to offset the costs of health, dental, and vision care insurance benefit plans at retirement. It is understood that the \$100.00 per month contribution is made on behalf of the employee and does not require an additional dollar contribution by the employee and will be applied at \$50.00 over 24 pay periods.
6. **Employees hired on or after January 1, 2006** are not eligible for District-paid health, dental or vision care insurance benefit plans at retirement. The District will permit a retiree, who is covered by this specific provision, to continue to participate in the District's plans provided the retiree pays 100% of the premium for said plan(s). This shall continue on a monthly basis until either: the retired employee fails to make the one hundred (100%) percent contribution to the plan(s); the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).

(a) In the event of the retired employee's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plans under the 100% payment provision until remarriage or death.

7. The District maintains the right to change health plan providers as circumstances warrant.

8. Health Insurance Opt Out

(a) Proof of Existing Alternative Equivalent Coverage

Employees may opt out of District health coverage and receive a "Cash in-Lieu Payment" if the employee meets the requirements set forth in this section. The employee must provide proof of existing alternative health insurance coverage that provides equivalent coverage to the FDAC/EBA "Kaiser Premium HMO." The employee must show that he or she has the required alternative health insurance coverage, as do all individuals for whom the employee expects to claim a personal exemption for the plan year. Proof of existing alternative health insurance will be in the form of an attestation signed by the employee. The employee must provide an attestation every plan year during open enrollment period.

(b) Opt-Out Rate

If an employee meets the requirements of this section and elects to opt out of District health coverage, the District will pay the employee a dollar amount equal to 50% of what the District would otherwise pay to cover the employee and his or her qualified dependents under the FDAC/EBA Kaiser Premium HMO plan. This Cash-in-Lieu Payment is taxable and will be paid on a proportionate basis every pay period.

#### **ARTICLE 18 LIFE INSURANCE**

The District will pay the full cost of providing term life insurance coverage for those employees who are eligible and insurable, of One Hundred Thousand Dollars (\$100,000.00).

#### **ARTICLE 19 LONG-TERM DISABILITY INSURANCE**

The District will pay the full cost of providing long-term disability insurance for employees working a forty (40) hour schedule in the representation unit.

(a) The District will purchase the group long-term disability insurance policy through the California Association of Professional Firefighters Self-Funded Program.

#### **ARTICLE 20 PROBATION**

1. All newly-employed general employees covered by this Agreement shall be required to serve a one-year probationary period. An employee may be dismissed for any reason during the probationary period without right of appeal to the grievance procedure.
2. Annual performance reviews shall be required after the first six (6) months and again after conclusion of their probationary period.

#### **ARTICLE 21 USE OF PRIVATE VEHICLES**

1. The use of private vehicles, by general employees, for conducting District business, shall be limited to those situations approved by the Chief.

(a) Those situations can include: an emergency where a staff vehicle is not available; extended absences from the District due to attendance of a school, seminar or other training event; or

other situations where the absence of a staff vehicle from the District would create a hardship for the District.

2. Those general employees who use their private vehicle for District business, as outlined in the paragraph above, will be reimbursed on a per mile basis as outlined in District Policy.
3. The use of private vehicles for District business shall be in accordance with District policy as outlined in the Manual of Operations.

#### **ARTICLE 22 LAYOFF AND REHIRE**

1. A District employee's departmental seniority date shall be established when the employee is designated as having regular status (as opposed to temporary status) within the District. Where employees are hired or promoted on the same date, the order of seniority, either department or classification, shall be based on the respective position each such employee was assigned on the eligibility list (e.g., the employee highest on the eligibility list will be accorded the most seniority).
2. If there should be a reduction from the general classifications, the employee with the least seniority within the classification will be laid off. If a demotion is necessary within the general classifications the general employee with the least seniority will be demoted to their former classification.
3. No new employees shall be employed until the laid off employee(s) has been given the opportunity to be reinstated. The last such employee laid off shall be the first rehired, provided not more than eighteen (18) months, per Section 901-A of the "Personnel Selection and Hiring Rules", has elapsed from the date of layoff.
  - (a) If a former District employee has been separated from the District for a period of more than six (6) months they shall, before being considered for reinstatement, pass a physical examination and be held to the hiring criteria in effect at the time of their layoff.
  - (b) A reinstated District employee will have six (6) months, from the date of reinstatement, to successfully update all certifications that they held prior to layoff.

#### **ARTICLE 23 POLICIES SUBJECT TO CHANGE**

All of the policies contained herein are subject to change at any time by a Resolution of the Board of Directors. Nothing herein shall bind the Board of Directors for any specific period of time, nor shall this Policy be considered to limit the Board's discretion to make any and all changes hereto that it deems necessary.

#### **ARTICLE 24 TERM**

The term of this Agreement shall be June 28, 2021 through June 30, 2022.

#### **ARTICLE 25 EXISTING BENEFITS CONTINUED**

Except as provided herein, this Agreement does not modify existing benefits, policies or procedures, nor does it modify provisions in any prior Agreement applicable to the employees covered by this Agreement. Such benefits, policies, procedures and provisions as remain unmodified shall continue in full force and effect throughout the term of this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this 30<sup>th</sup> day of June, 2021.

General Employees

Sonoma Valley Fire District

By \_\_\_\_\_  
Sandra Walters Date

By \_\_\_\_\_  
Fire Chief Stephen Akre Date

By \_\_\_\_\_  
Maci Jerry Date

**APPENDIX 'A'**

**GENERAL EMPLOYEES**

**SALARY PLAN**

**June 28, 2021 through June 30, 2022**

**Administrative Clerk**

|                      |          | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|----------|---------------|---------------|---------------|---------------|---------------|
| <i>June 28, 2021</i> | Monthly: | 4,522         | 4,656         | 4,794         | 4,940         | 5,087         |

**Administrative Assistant**

|                      |          | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|----------|---------------|---------------|---------------|---------------|---------------|
| <i>June 28, 2021</i> | Monthly: | 5,295         | 5,451         | 5,614         | 5,782         | 5,957         |

**Human Resources/Payroll Technician**

|                      |          | <b>Step A</b> | <b>Step B</b> | <b>Step C</b> | <b>Step D</b> | <b>Step E</b> |
|----------------------|----------|---------------|---------------|---------------|---------------|---------------|
| <i>June 28, 2021</i> | Monthly: | 6,087         | 6,260         | 6,457         | 6,651         | 6,850         |

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA VALLEY FIRE DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, AMENDING THE SALARY AND BENEFIT SCHEDULE OF EMPLOYEES COVERED BY THE ADMINISTRATIVE AGREEMENT FOR MANAGEMENT AND ADMINISTRATIVE EMPLOYEES AS WELL AS THE EMPLOYEES COVERED BY THE GENERAL EMPLOYEE AGREEMENT**

**WHEREAS**, the Board of Directors of the Sonoma Valley Fire District, by adoption of Resolution 2020/2021-19, dated June 8, 2021, amended the salary and benefit schedule of employees covered by the Memorandum of Understanding; and

**WHEREAS**, two members of the negotiating team for the Sonoma Valley Fire District Board of Directors have met and conferred with representatives of the Administrative Staff regarding the modification of the current Administrative Agreement for Management and Administrative Employees; and

**NOW, THEREFORE, BE IT RESOLVED** the Board of Directors of the Sonoma Valley Fire District hereby repeals Resolution Number 2020/2021-19, which extends to the Memorandum of Understanding, replacing it with Resolution 2020/2021-21.

**BE IT FURTHER RESOLVED** the Board of Directors of the Sonoma Valley Fire District hereby adopts Resolution Number 2020/2021-21, which amends the salary and benefit schedule for those employees covered by the Memorandum of Understanding for the period commencing June 28, 2021 and ending June 30, 2022.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Sonoma Valley Fire District this 29<sup>th</sup> day of June 2021, on regular roll call vote of the members of said Board:

|                         |           |          |              |
|-------------------------|-----------|----------|--------------|
| President Norton        | Aye _____ | No _____ | Absent _____ |
| Vice President Atkinson | Aye _____ | No _____ | Absent _____ |
| Treasurer Johnson       | Aye _____ | No _____ | Absent _____ |
| Director Brady          | Aye _____ | No _____ | Absent _____ |
| Director Brunton        | Aye _____ | No _____ | Absent _____ |
| Director Emery          | Aye _____ | No _____ | Absent _____ |
| Director Leen           | Aye _____ | No _____ | Absent _____ |
| Vote:                   | Aye _____ | No _____ | Absent _____ |

**WHEREUPON**, the President declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
William Norton, President

\_\_\_\_\_  
Maci Jerry, Clerk