



Valley of the Moon Fire Protection District



Board of Directors Meeting

July 10, 2018



Valley of the Moon Fire Protection District

Board of Directors Meeting

July 10, 2018

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MEETING AGENDA
VALLEY OF THE MOON FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS

Tuesday, July 10, 2018 at 6:00 P.M.
Location: Sonoma Valley Fire & Rescue Authority Station 1
630 2nd Street West, Sonoma, California 95476

(This agenda is posted in accordance with the Ralph M. Brown Act,
California Government Code Section 54950, et seq.)

1. CALL TO ORDER

2. ROLL CALL & DETERMINATION OF A QUORUM

Board of Directors: President Norton, Director Greben, Director Brady, and Director Leen.
Director Brunton is excused.

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.)

PUBLIC HEARING

The Board will hold a public hearing for the purpose of setting a "Unit of Risk" special tax for fiscal year 2018/19, as stated in Ordinance 26-R, specifically Section VI, entitled "Report and Hearing on Special Tax." The Board is also holding a public hearing for the purpose of setting the Prop. 4 Limit for fiscal year 2018/19, pursuant to the provisions of State Government Code Section 7910.

6. PRESENTATIONS

7. CONSENT CALENDAR

Approval of minutes for regular meeting of June 12, 2018. **Action Item**

8. FIRE CHIEF'S MONTHLY REPORT

Chief's activity report for June 2018

9. OLD BUSINESS

Discussion: Review of potential District parcel tax ballot measure.

10. NEW BUSINESS

- a) Resolution 2018/2019-01 declaring Proposition 4 limit for fiscal year 2018/19. **Action Item with roll call vote**
- b) Resolution 2018/2019-02 setting the special tax “unit of risk” for fiscal year 2018/19. **Action Item with roll call vote**
- c) Resolution 2018/2019-03 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 a regular meeting on August 14, 2018 at 6:00 p.m. in the Training Room of Sonoma Valley Fire & Rescue Authority Station 1, located at 630 2nd Street West, Sonoma.

Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available for public inspection the Monday before each regularly scheduled meeting during regular business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, at Sonoma Valley Fire & Rescue Authority’s Station 1, located at 630 2nd Street West, Sonoma, California.

Any documents subject to disclosure that are provided to all, or a majority of all, of the members of the Board of Directors regarding any item on this agenda after the agenda has been distributed will be made available for inspection at the location listed above during regular business hours. If you challenge the action of the Board in court, you may be limited to raising only those issues you or someone else raised at the public hearing described on the agenda, or in written correspondence delivered to the Valley of the Moon Fire Protection District Board of Directors, at or prior to the public hearing.

In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the secretary for the Board at (707) 996-2102. Notification 48 hours before the meeting will enable the Valley of the Moon Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting.



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

July 10, 2018



Agenda Item No.		Staff Contact	
7		Georgette Darcy, Admin. Analyst/Secretary to Board	
Agenda Item Title			
Approval of minutes for meeting of June 12, 2018			
Recommended Actions			
Approve the minutes			
Executive Summary			
The minutes have been prepared for Board review and approval.			
Alternative Actions			
Correct or amend minutes prior to approval			
Strategic Plan Alignment			
Not applicable			
Fiscal Summary – FY 18/19			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.		Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Not required			
Attachments			
Minutes for June 12, 2018 meeting			

VALLEY OF THE MOON FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

June 12, 2018

1. CALL TO ORDER

President Norton called the meeting to order at 6:06 p.m.

2. ROLL CALL & DETERMINATION OF A QUORUM

Board of Directors: President Norton, Director Brady, Director Greben, and Director Leen. Director Brunton was excused.

3. PLEDGE OF ALLEGIANCE

Director Leen led the Pledge of Allegiance.

4. CONFIRMATION OF AGENDA

No changes were made to the agenda.

5. COMMENTS FROM THE PUBLIC

None

6. PRESENTATIONS

None

7. CONSENT CALENDAR

a) Re-approval of minutes for regular meeting of March 13, 2018

M/S/P Leen/Greben to re-approve minutes for regular meeting of March 13, 2018. Passed 3 ayes

b) Approval of minutes for regular meeting of May 8, 2018

M/S/P Norton/Brady to approve minutes for regular meeting of May 8, 2018. Passed 3 ayes

8. FIRE CHIEFS' MONTHLY REPORT

Fire Chief Akre gave his activity report for May 2018.

9. OLD BUSINESS

Set Unit of Risk for Special Tax Campaign 2018

M/S/P Leen/Greben to set Unit of Risk for Special Tax Campaign to \$50.

10. NEW BUSINESS

- a) Resolution 2017/2018-13 adopting Valley of the Moon Fire District Preliminary Budget and approving SVFRA Budget for FY 2018/19

M/S/P Brady/Leen to adopt 2018/19 Valley of the Moon Preliminary Budget and SVFRA budget. Passed 4 ayes

- b) Resolution 2017/2018-14 declaring surplus status for Utility 3340 (U-3)

M/S/P Greben/Leen to declare surplus status for Utility 3340. Passed 4 ayes

- c) Approve job description for Fire Marshal

M/S/P Leen/Norton to approve job description for Fire Marshal. Passed 4 ayes

- d) Approve job description for Fire Mechanic

M/S/P Greben/Leen to approve job description for Fire Mechanic with agreed revisions to response language. Passed 4 ayes

- e) Approve job description for Support Volunteer

M/S/P Greben/Norton to approve job description for Support Volunteer. Passed 4 ayes

11. OTHER BUSINESS TO COME BEFORE THE BOARD

None

12. COMMENTS FROM THE FLOOR

Chief Akre announced that a badge pinning and awards ceremony will be held on July 26th.

13. COMMENTS/REPORTS FROM THE BOARD

- a) President Norton appointed Director Greben to assume the duties of Vice President of the Board, as Director Brunton is currently unable to fulfill these duties.
- b) Director Leen will meet with Supervisor Gorin on emergency preparedness in advance of an event that will take place in October.

14. CLOSED SESSION

None

15. ADJOURNMENT

The meeting was adjourned at 7:38 p.m. to a regular meeting on July 10, 2018 at 6:00 p.m. in the Training Room at Station 1, located at 630 2nd Street West in Sonoma.

Respectfully submitted,

Georgette Darcy

President Norton

Director Brunton

Director Greben

Director Brady

Director Leen



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

July 10, 2018



Agenda Item No.	Staff Contact
10A	Stephen Akre, Fire Chief

Agenda Item Title
Resolution 2018/2019-01 declaring Proposition 4 limit for fiscal year 2018/19

Recommended Actions
Adopt Proposition 4 limit

Executive Summary
The District is required to approve a Proposition 4 appropriation limit for each fiscal year. The Valley of the Moon Fire Protection District uses a formula provided by the County of Sonoma that incorporates the annual percentage change for California Per Capita Personal income and local population growth. Last year's appropriation limit is multiplied by these percentages to produce a limit for the current year.

Alternative Actions
Suggest using an alternate method to calculate Proposition 4 limit

Strategic Plan Alignment
Not applicable

Fiscal Summary – FY 18/19			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (if required)

Attachments
<ol style="list-style-type: none"> 1. Price Factor and Population Information 2. "P1" Calculation of Appropriation Limits 3. Resolution 2018/2019-01



May 2018

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2018, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2018-19. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2018-19 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2018.**

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2018-19 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2018-19	3.67

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2018-19 appropriation limit.

2018-19:

Per Capita Cost of Living Change = 3.67 percent
 Population Change = 0.78 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.67 + 100}{100} = 1.0367$

Population converted to a ratio: $\frac{0.78 + 100}{100} = 1.0078$

Calculation of factor for FY 2018-19: $1.0367 \times 1.0078 = 1.0448$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018 and Total Population, January 1, 2018

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2017-2018	1-1-17	1-1-18	1-1-2018
Sonoma				
Cloverdale	1.62	8,988	9,134	9,134
Cotati	3.53	7,453	7,716	7,716
Healdsburg	2.59	11,757	12,061	12,061
Petaluma	1.70	61,657	62,708	62,708
Rohnert Park	2.61	42,490	43,598	43,598
Santa Rosa	0.24	178,064	178,488	178,488
Sebastopol	2.12	7,624	7,786	7,786
Sonoma	2.87	11,072	11,390	11,390
Windsor	2.07	27,492	28,060	28,060
Unincorporated	-3.72	147,002	141,540	142,391
County Total	-0.22	503,599	502,481	503,332

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment C
Annual Percent Change in Population Minus Exclusions*
January 1, 2017 to January 1, 2018

County	<u>Percent Change</u> 2017-18	<u>--- Population Minus Exclusions ---</u> 1-1-17	<u>1-1-18</u>
Sierra			
Incorporated	-0.39	760	757
County Total	0.12	3,203	3,207
Siskiyou			
Incorporated	-0.11	20,551	20,528
County Total	-0.11	44,591	44,542
Solano			
Incorporated	0.88	406,300	409,875
County Total	0.86	425,057	428,716
Sonoma			
Incorporated	1.22	356,597	360,941
County Total	-0.22	503,599	502,481
Stanislaus			
Incorporated	0.97	434,481	438,683
County Total	1.03	549,976	555,624
Sutter			
Incorporated	0.28	75,845	76,061
County Total	0.33	96,919	97,238
Tehama			
Incorporated	-0.12	21,829	21,803
County Total	0.14	63,772	63,864
Trinity			
Incorporated	0.00	0	0
County Total	0.01	13,535	13,537
Tulare			
Incorporated	1.54	326,147	331,179
County Total	1.10	470,302	475,479

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

"P1" CALCULATION OF APPROPRIATION LIMITS

	17-18	18-19
PER CAPITA INCREASE	1.0369	1.0367
POPULATION CHANGE	1.0050	0.9978
POPULATION FACTOR USED	(COUNTY TOTAL)	(COUNTY TOTAL)

FIRE DISTRICTS:

71201 BENNETT VALLEY	1,630,458	1,686,577
71251 BODEGA BAY	2,892,278	2,991,828
71301 RANCHO ADOBE	4,008,874	4,146,857
71351 FORESTVILLE	1,071,033	1,107,897
71401 GLEN ELLEN	1,295,458	1,340,047
71451 GRATON	686,109	709,724
71501 RUSSIAN RIVER	1,750,465	1,810,714
71551 KENWOOD	652,293	674,745
71601 MONTE RIO	512,660	530,305
71651 RINCON VALLEY	4,947,546	5,117,837
71701 ROSELAND	2,517,312	2,603,956
71801 GOLD RIDGE	3,515,271	3,636,264
71851 VALLEY OF THE MOON	5,629,495	5,823,258
71901 WINDSOR	3,396,688	3,513,600
71951 GEYSERVILLE	981,346	1,015,123
72001 TIMBER COVE	245,337	253,781
72051 CLOVERDALE	1,851,212	1,914,930
72751 NORTH SONOMA COAST	3,000,000 *	3,103,258
SUBTOTAL	40,583,835	41,980,701

REC & PARK DISTRICTS:

72151 CAMP MEEKER	277,206	286,748
72251 MONTE RIO	333,246 *	344,716
72301 RUSSIAN RIVER	570,651	590,292
SUBTOTAL	1,181,103	1,221,756

OTHER DISTRICTS:

72550 OCCIDENTAL CSD	387,070	400,393
72601 CAZADERO CSD	349,005	361,018
72701 COAST LIFE SUPPORT	2,067,112	2,138,261
76151 FORESTVILLE WTR	177,269	183,371
76901 BODEGA BAY P.U.D.	750,916	776,762
76951 PALM DRIVE HEALTHCARE	6,170,597	6,382,984
77051 NO SO CO HOSPITAL	17,601,870	18,207,714
78350 SMART	132,986,287	137,563,576
SUBTOTAL	160,490,126	166,014,079
TOTAL LOCAL BOARDS	202,255,064	209,216,536

*Figure Adopted by district replaces limit calculated by the Auditor's Office.

Resolution Number: 2018/2019-01
Dated: July 10, 2018

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON
FIRE PROTECTION DISTRICT OF SONOMA COUNTY, STATE OF CALIFORNIA,
DECLARING THE PROPOSITION FOUR LIMIT FOR FISCAL YEAR 2018/19**

WHEREAS, each fiscal year a “Proposition 4” limit must be established; and

WHEREAS, the Board of Directors of the Valley of the Moon Fire Protection District has chosen the California Per capita Personal Income and the Sonoma County Population Percentage change factors in establishing the 2018/19 base appropriation limit; and

WHEREAS, the State Department of Finance, in Section 7901 of the Government Code specified that last year’s limit, times California Per Capita Personal Income, times population percentage changes be used in setting the District’s 2018/19 Proposition Four appropriation limit as follows:

$$(LYL) \$5,629,495 \times (CPI) 1.0367 \times (P) 0.9978 = (TYL) \$5,823,258$$

NOW, THEREFORE, BE IT RESOLVED the Board of Directors of the Valley of the Moon Fire Protection District adopts the 2018/19 Proposition Four Limit as set forth in the provisions of Proposition 111, Article XIII B, to be \$5,823,258.

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 Valley of the Moon Fire Protection District this 10th day of July 2018, on regular roll call vote of the members of said Board by the following vote:

President Norton	Aye_____	No_____	Absent_____
Director Brunton	Aye_____	No_____	Absent_____
Director Brady	Aye_____	No_____	Absent_____
Director Greben	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

Brian Brady, Clerk



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

July 10, 2018



Agenda Item No.	Staff Contact
10B	Stephen Akre, Chief

Agenda Item Title
Resolution 2018/2019-02 setting the special tax “unit of risk” for fiscal year 2018/19

Recommended Actions
Set the unit of risk as recommended in Fire Chief’s report

Executive Summary
After reviewing projected revenues and expenditures for fiscal year 2018/19, the Fire Chief is recommending that the Board of Directors sets the special tax “unit of risk” at \$10, the maximum rate permitted by Valley of the Moon Fire Protection District Ordinance No. 26-R. Ordinance 26-R was passed by over two-thirds majority vote in November 1999. The unit of risk must be set annually before levying the tax each fiscal year.

Alternative Actions
Propose an alternate unit of risk

Strategic Plan Alignment
Not applicable

Fiscal Summary – FY 18/19

Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.		Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (if required)

Attachments
<ol style="list-style-type: none"> 1. FY 18-19 Unit of Risk Chief’s Report 2. Resolution 2018/2019-02

July 10, 2018

To: Valley of the Moon Board of Directors
From: Chief Akre
Subject: Setting Special Tax “Unit of Risk” Rate for Fiscal Year 2018/19

RECOMMENDATION:

That the Board of Directors set the special tax “Unit of Risk” rate for the 2018/19 fiscal year at \$10.00, which is the maximum permitted by Valley of the Moon Fire Protection District Ordinance No. 26-R.

This will provide approximately \$320,000.00 in additional revenue.

BACKGROUND:

Due to a number of revenue-reducing impacts occurring over the past years, the Fire District found it necessary to rely on its reserve accounts to balance the annual budget. These impacts have and continue to include: contributions to the Sonoma County Successor Agency, the Educational Revenue Augmentation Fund, dispatch and tax collection fees, as well as other fees levied against District revenue. In addition, the Valley of the Moon Fire Protection District has not been able to replenish the capital improvement accounts, which include critical items such as air packs, turnouts, and replacement of fire apparatus.

Ordinance No. 26-R was approved by over two-thirds majority vote in November 1999. This ordinance authorized the Board of Directors to levy a fire tax on each parcel within the boundaries of the District, based on an individual parcel’s use.

As required by Ordinance No. 26-R, each year the Board must set the “Unit of Risk” rate prior to levying the tax. Resolution 2018/2019-02 has been provided for this purpose.

ANALYSIS:

A preliminary budget has been developed for the consideration of the Board. The budget has been scaled to strike a balance between community expectations of service levels, contractual obligations of the District, and available financial resources. In order to fully fund the proposed activities of the District through the upcoming Fiscal Year, a \$10.00 rate for each “Unit of Risk” is necessary.

Resolution Number: 2018/2019-02
Dated: July 10, 2018

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON
FIRE PROTECTION DISTRICT OF SONOMA COUNTY, STATE OF CALIFORNIA,
SETTING THE SPECIAL TAX "UNIT OF RISK" FOR FISCAL YEAR 2018/2019**

WHEREAS, Ordinance Number: 26-R, authorizing the Board of Directors to levy a special tax each year on each parcel of real property within the District was approved by the voters November 2, 1999, and,

WHEREAS, provisions of Ordinance 26-R, specifically Section VI, entitled "Report and Hearing on Special Tax," requires the Board of Directors to hold a public hearing each year to set the unit of risk rate, prior to the imposition of the special tax, and

WHEREAS, the special tax may be levied at a rate not to exceed \$10.00 per unit of risk and shall be imposed in accordance with the schedule set forth in Exhibit "A" of Ordinance 26-R.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Valley of the Moon Fire Protection District have considered revenue needs for next fiscal year and hereby set the special tax "unit of risk" rate at \$10.00 per unit for fiscal year 2018/19.

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 Valley of the Moon Fire Protection District this 10th day of July 2018, on regular roll call vote of the members of said Board:

President Norton	Aye _____	No _____	Absent _____
Director Brunton	Aye _____	No _____	Absent _____
Director Brady	Aye _____	No _____	Absent _____
Director Greben	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

Brian Brady, Clerk



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

July 10, 2018



Agenda Item No.	Staff Contact
10C	Stephen Akre, Fire Chief
Agenda Item Title	
Resolution 2018/2019-03 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	
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 agreements are as follows:	
<u>Year 1 (July 1, 2018 through June 30, 2019)</u>	
<ul style="list-style-type: none"> • 1% salary increase • Remove 2,088-hour sick leave accrual cap • Allow for unlimited sick leave credit to be applied as service credit upon retirement (requires amendment with SCERA) • Establish sick leave incentive program (56-hour staff: provide 1 shift of vacation if an employee uses 2 shifts or less of sick leave in calendar year; 40-hour staff: provide 16 hours of vacation if an employee uses 24 hours or less of sick leave in a calendar year.) • Allow buyback of an additional 96 hrs. of vacation accrual (non-pensionable) • Management Agreement: Increase administrative leave to 24 hours per month for shift personnel and 13.33 hours per month for 40-hr. personnel. Allow buyback of additional 96 hours for shift staff and 80 hours for day staff (non-pensionable). This provision will be revisited when/if management staffing increases. 	
<u>Year 2 (July 1, 2019 through June 30, 2020)</u>	
<ul style="list-style-type: none"> • 2% salary increase 	
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 18/19

Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$16,564
Add. Appropriations Req'd.	\$38,520	Fees/Other	\$21,956
		Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
Total Expenditure	\$38,520	Total Sources	\$38,520

Narrative Explanation of Fiscal Impacts (if required)

Attachments

1. Administrative Agreement for Management and Administrative Employees 2018-2020
2. General Employee Agreement 2018-2020
3. Resolution 2018/2019-03

ADMINISTRATIVE AGREEMENT
BETWEEN THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT
AND
MANAGEMENT & ADMINISTRATIVE EMPLOYEES
FOR THE PERIOD OF
JULY 1, 2018 THROUGH JUNE 30, 2020

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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 Valley of the Moon Fire Protection District.
3. CHIEF – As determined by the Board of Directors, shall mean the Fire Chief of the District or Fire Chief of the Sonoma Valley Fire & Rescue Authority.
4. DISTRICT - Shall mean the Valley of the Moon Fire Protection 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 Valley of the Moon Fire Protection District.
7. MANAGEMENT - Shall mean the Board of Directors and Chief Officers of the Valley of the Moon Fire Protection District and Chief Officers under the Sonoma Valley Fire & Rescue Authority.
8. SONOMA VALLEY FIRE & RESCUE AUTHORITY – The City of Sonoma has entered into a contract for fire and emergency services with the Valley of the Moon Fire Protection 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 Valley of the Moon Fire Protection District (hereinafter referred to jointly as the "District") and the Management and Administrative Employees.

This Agreement shall be presented to the Valley of the Moon Fire Protection District Board of Directors as recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing on July 1, 2018 through June 30, 2020.

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 Valley of the Moon Fire Protection District Board of Directors under the provisions of Section 3500-3509 of the Government Code of the State of California and by Resolution No. 2018/2019-03.

ARTICLE 2 RECOGNITION

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

**Administrative Analyst
Fire Marshal
Battalion Chief
Fire Chief**

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 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.
3. Employment of the Fire Chief at the Valley of the Moon Fire Protection 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 FULL FORCE AND EFFECT

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 for the Fire Chief, Fire Marshal, and Administrative Analyst shall be forty (40) hours per week (schedule to be determined by the Chief). The normal work week for Battalion Chiefs shall be fifty-six (56) hours per week. During the term of this agreement, the standard work period for 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, Fire Marshal, and Administrative Analyst shall be eight (8) hours. The usual work day for Battalion Chiefs shall be twenty-four (24) hours.

ARTICLE 7 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.

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 July 2, 2018. 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 be 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.
- 4. For the purposes of salary comparisons and determination, the Fire Marshal position shall be compared with and compensated at the salary equivalent to the SVFRA Battalion Chief rank.

ARTICLE 9 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
- 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 25th

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 fifty-six (156) hours per year.
 - (a) Holiday pay will be paid to chief officers and the Fire Marshal on the 12th and 25th 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.

ARTICLE 10 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.
- (b) Employees that are covered by this agreement who were employed as of July 1, 2016 will be recognized as having twenty (20) years of service.
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.
 - (a) Employees who were employed prior to January 1, 2006, but were not eligible to participate in the Educational Incentive Program based on their probationary status, will not be eligible to participate in the Longevity Pay Plan until such time that they have met the longevity requirements of this Article.
 - (b) Employees employed on or after January 1, 2006, will not be eligible to participate in the Longevity Pay Plan until such time that they have met the longevity requirements of this Article.
4. Longevity pay will be paid to employees on the 12th and 25th 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 11 ADMINISTRATIVE LEAVE

1. To complete the responsibilities and tasks associated with their positions, management and administrative employees are required to work hours in excess of their, as assigned, forty (40) or fifty-six (56) hours per week.
 - (a) To compensate these management and administrative employees for this time, 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 workloads for management and administrative employees, the District will annually grant those employees working a 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. These additional "Administrative Leave" hours will not be pensionable.
2. On the 12th and 25th payrolls 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 employees balance of accrued administrative leave.
3. Upon retirement, a management or administrative employee can elect to be compensated a maximum of one year 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 12 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 13 SICK LEAVE

1. Management and administrative employees working a forty (40) hour schedule shall accrue sick leave at the rate of twelve (12) eight (8) hour days annually.
2. Management and administrative employees working a fifty-six (56) hour schedule shall accrue sick leave at the rate of seven and one half (7.5) shifts (180 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 accrued during the first twelve (12) months of the probationary period, but may only be taken after the sixth (6th) month of employment.
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 physical illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. 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 immediate family members based on the following criteria:
 - (a) Hospitalization of an immediate family member or member of the immediate household for whom the employee may claim a Federal tax exemption or is responsible for.
 - (b) Care of a member of the immediate family who is seriously ill, incapacitated or injured.
 - (c) Care of newborn infants.
 - (d) Immediate family shall be restricted to those listed in Article 14, Funeral Leave.
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 illness, injury or incapacitation. 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 forty-eight (48) hours of sick leave designated as "Alternate Leave" per calendar year. The forty-eight (48) 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.
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 14 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 15 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 12th and 25th payrolls 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 16 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 17 JURY LEAVE

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

ARTICLE 18 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 & Rescue Authority. All trades shall comply with current approved procedures.

ARTICLE 19 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.
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 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 January 1, 2006, the District agrees to provide full-time employees covered by this Agreement with \$600.00 per year in deferred compensation, to be paid at the rate of \$50.00 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 \$50.00 per month contribution is made on behalf of the employee and does not require an additional dollar contribution by the employee.
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. *This section to be furnished at the regular meeting of the Board of Directors 7/10/2018.*

ARTICLE 20 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 21 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 22 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 23 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 24 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.
2. All employees promoted to officer classifications shall serve a twelve (12) month probationary period.

ARTICLE 25 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 Rescue Authority Manual of Operations.

ARTICLE 26 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 27 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 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 management or administrative classification the employee with the least seniority within that classification 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 28 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 29 NO DISCRIMINATION

There shall be no discrimination of any kind because of race, creed, color, national origin, gender, ancestry, political or religious opinion or activities, sexual orientation or marital status, medical condition or disability (as defined in state and federal law) except where physical strength, ability and agility are bona fide occupational qualifications; activities as described in the Meyers-Milias-Brown Act, and, to the extent prohibited by State and Federal law, A.D.A, age (over 40); provided, however, nothing herein shall be deemed to authorize the conduct of political, religious or activities on Employer time or with Employer equipment or Employer supplies.

ARTICLE 30 TERM

The term of this Agreement shall be July 1, 2018 through June 30, 2020.

ARTICLE 31 EXISTING BENEFITS CONTINUED

Except as provided herein, this Agreement does not modify existing benefits, policies or procedures, nor does it modify provision of the 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 10th day of July, 2018.

Management and Administrative
Employees Group

By _____
John Franceschi Date

Valley of the Moon Fire Protection District

By _____
Brian Brady, Clerk Date

By _____
Nicholas Greben, Director Date

APPENDIX 'A'

MANAGEMENT & ADMINISTRATIVE EMPLOYEES

SALARY PLAN

July 1, 2018 through June 30, 2020

Administrative Analyst

		Step A	Step B	Step C	Step D	Step E
<i>July 2, 2018</i>	Monthly:	6,558	6,755	6,958	7,167	7,381
	Hourly:	37.83	38.97	40.14	41.35	42.58
<i>July 1, 2019</i>	Monthly:	6,689	6,890	7,097	7,310	7,529
	Hourly:	38.59	39.75	40.95	42.18	43.43

Fire Marshal

		Step A	Step B	Step C	Step D	Step E
<i>July 2, 2018</i>	Monthly:	10,253	10,560	10,877	11,203	11,539
	Hourly:	59.15	60.92	62.75	64.63	66.57
<i>July 1, 2019</i>	Monthly:	10,458	10,771	11,095	11,427	11,770
	Hourly:	60.33	62.14	64.01	65.93	67.90

Battalion Chief

		Step A	Step B	Step C	Step D	Step E
<i>July 2, 2018</i>	Monthly:	10,253	10,560	10,877	11,203	11,539
	Hourly:	42.14	43.40	44.70	46.04	47.42
<i>July 1, 2019</i>	Monthly:	10,458	10,771	11,095	11,427	11,770
	Hourly:	42.98	44.27	45.59	46.96	48.37

Fire Chief

		Step A	Step B	Step C	Step D	Step E
<i>July 2, 2018</i>	Monthly:	11,886	12,242	12,609	12,988	13,377
	Hourly:	68.57	70.63	72.74	74.93	77.18
<i>July 1, 2019</i>	Monthly:	12,124	12,487	12,861	13,248	13,645
	Hourly:	69.94	72.04	74.20	76.43	78.72

GENERAL EMPLOYEE AGREEMENT
BETWEEN THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT
AND
GENERAL EMPLOYEES
FOR THE PERIOD OF
JULY 1, 2018 THROUGH JUNE 30, 2020

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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 Valley of the Moon Fire Protection District.
3. CHIEF – As determined by the Board of Directors, shall mean the Fire Chief of the District or Fire Chief of the Sonoma Valley Fire & Rescue Authority.
4. DISTRICT - Shall mean the Valley of the Moon Fire Protection 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 Valley of the Moon Fire Protection District.
7. MANAGEMENT - Shall mean the Board of Directors and Chief Officers of the Valley of the Moon Fire Protection District and Chief Officers under the Sonoma Valley Fire & Rescue Authority.
8. SONOMA VALLEY FIRE & RESCUE AUTHORITY – The City of Sonoma has entered into a contract for fire and emergency services with the Valley of the Moon Fire Protection 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 Valley of the Moon Fire Protection District (hereinafter referred to jointly as the "District") and the General Employees.

This Agreement shall be presented to the Valley of the Moon Fire Protection District Board of Directors as recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing on July 1, 2018 through June 30, 2020.

This Agreement has been arrived at as a result of meeting and conferring in good faith with the Fire Chief of the Valley of the Moon Fire Protection District under the provisions of Section 3500-3509 of the Government Code of the State of California and by Resolution No. 2018/2019-03.

ARTICLE 2 RECOGNITION

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

**Administrative Clerk
Administrative Assistant
Certified Ambulance Billing Coder**

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 FULL FORCE AND EFFECT

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 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 July 2, 2018. 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 be 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.

ARTICLE 9 HOLIDAYS

1. Recognized Holidays include:

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

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. Full-time employees will receive compensation for the holiday. Part-time employees will be paid if they were scheduled to work on the day that the holiday falls.
- 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. The District agrees to pay Longevity Pay to all general employees who have been employed on a full-time regular basis and 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 12th and 25th 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 twelve (12) 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, however, no sick leave will be granted until the employee has completed six (6) months of employment based on the employee's anniversary date of hire.
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 physical illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. 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 immediate family members based on the following criteria:
 - (a) Hospitalization of an immediate family member or member of the immediate household for whom the employee may claim a Federal tax exemption or responsibility.
 - (b) Care of a member of the immediate family who is seriously ill, incapacitated or injured.
 - (c) Care of newborn infants.
 - (d) Immediate family shall be restricted to those listed in Article 13, Funeral Leave.
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 an immediate family member who has a serious long term illness, injury or incapacitation. 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 forty-eight (48) hours of sick leave designated as "Alternate Leave" per calendar year. The forty-eight (48) 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 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 absence the employee would have normally worked. Vacation requests shall be made as outlined in District policy.
7. On the 12th and 25th payrolls 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, 2018, Health, Dental and Vision care insurance plans currently include: FDAC EBA Medical Program, Sonoma County affiliated Delta Dental Plan and Vision Service Plan.
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 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 January 1, 2006, the District agrees to provide full-time employees covered by this Agreement with \$600.00 per year in deferred compensation, to be paid at the rate of \$50.00 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 \$50.00 per month contribution is made on behalf of the employee and does not require an additional dollar contribution by the employee.
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 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.
8. The District maintains the right to change health plan providers as circumstances warrant.
9. *This section to be furnished at the regular meeting of the Board of Directors 7/10/2018.*

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

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.

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 classification, the employee with the least seniority within that classification will be demoted to their former classification.
 - (a) Classifications covered by the provisions of the Agreement shall be governed by the appropriate sections thereof.
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 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 NO DISCRIMINATION

There shall be no discrimination of any kind because of race, creed, color, national origin, gender, ancestry, political or religious opinion or activities, sexual orientation or marital status, medical condition or disability (as defined in state and federal law) except where physical strength, ability and agility are bona fide occupational qualifications; activities as described in the Meyers-Miliias-Brown Act, and, to the extent prohibited by State and Federal law, A.D.A, age (over 40); provided, however, nothing herein shall be deemed to authorize the conduct of political, religious or activities on Employer time or with Employer equipment or Employer supplies.

ARTICLE 25 TERM

The term of this Agreement shall be July 1, 2018 through June 30, 2020.

ARTICLE 26 EXISTING BENEFITS CONTINUED

Except as provided herein, this Agreement does not modify existing benefits, policies or procedures, nor does it modify provision of the 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 10th day of July, 2018.

General Employees

Valley of the Moon Fire Protection District

By _____
Sandra Walters Date

By _____
Fire Chief Stephen Akre Date

By _____
Maci Jerry Date

By _____
L. Morgan Johnson Date

APPENDIX 'A'

GENERAL EMPLOYEES

SALARY PLAN

July 1, 2018 through June 30, 2020

Administrative Clerk

		Step A	Step B	Step C	Step D	Step E
<i>July 2, 2018</i>	Monthly:	4,324	4,453	4,587	4,725	4,866
	Hourly:	24.95	25.69	26.46	27.26	28.07
<i>July 1, 2019</i>	Monthly:	4,410	4,542	4,679	4,820	4,963
	Hourly:	25.45	26.20	26.99	27.80	28.63

Administrative Assistant

		Step A	Step B	Step C	Step D	Step E
<i>July 2, 2018</i>	Monthly:	5,013	5,163	5,318	5,477	5,642
	Hourly:	28.92	29.79	30.68	31.60	32.55
<i>July 1, 2019</i>	Monthly:	5,113	5,266	5,424	5,587	5,755
	Hourly:	29.50	30.38	31.29	32.23	33.20

Certified Ambulance Billing Coder

		Step A	Step B	Step C	Step D	Step E
<i>July 2, 2018</i>	Monthly:	5,013	5,163	5,318	5,477	5,642
	Hourly:	28.92	29.79	30.68	31.60	32.55
<i>July 1, 2019</i>	Monthly:	5,113	5,266	5,424	5,587	5,755
	Hourly:	29.50	30.38	31.29	32.23	33.20

Resolution No: 2018/2019-03
Dated: July 10, 2018

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

WHEREAS, the Board of Directors of the Valley of the Moon Fire Protection District, by adoption of Resolution 2016/2017-06, dated November 8, 2016, amended the salary and benefit schedule of employees covered by the Administrative Agreement for Management and Administrative Employees and employees covered by the General Employee Agreement; and

WHEREAS, two members of the negotiating team for the Valley of the Moon Fire Protection 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

WHEREAS, the Fire Chief met and conferred with employees covered by the General Employee Agreement regarding the modification of the current Agreement; and

NOW, THEREFORE, BE IT RESOLVED the Board of Directors of the Valley of the Moon Fire Protection District hereby repeals Resolution Number 2016/2017-06, which extends to the Administrative Agreement for Management and Administrative Employees and the General Employee Agreement.

BE IT FURTHER RESOLVED the Board of Directors of the Valley of the Moon Fire Protection District hereby adopts Resolution Number 2018/2019-03, which amends the salary and benefit schedule for those employees covered by the Administrative Agreement for Management and Administrative Employees and for those employees covered by the General Employee Agreement for the period commencing July 1, 2018 and ending June 30, 2020.

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 Valley of the Moon Fire Protection District this 10th day of July 2018, on regular roll call vote of the members of said Board:

President Norton	Aye_____	No_____	Absent_____
Director Brunton	Aye_____	No_____	Absent_____
Director Greben	Aye_____	No_____	Absent_____
Director Brady	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

Brian Brady, Clerk