



Valley of the Moon Fire Protection District



Board of Directors Meeting

December 13, 2016



Valley of the Moon Fire Protection District

Board of Directors Meeting

December 13, 2016

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

Tuesday, December 13, 2016 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 Brunton, Director Greben, Director Brady, and Director Leen.

3. PLEDGE OF ALLEGIANCE

4. CONFIRMATION OF AGENDA

Opportunity for the Board to reorder agenda items

5. COMMENTS FROM THE PUBLIC

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

6. PRESENTATIONS

7. CONSENT CALENDAR

Approval of minutes for regular meeting of November 8, 2016. **Action Item**

8. FIRE CHIEF'S MONTHLY REPORT

Chief's activity report for November 2016

9. OLD BUSINESS

Approve revision of Article 12, Item 3. (a) in the Administrative Agreement for Management and Administrative Employees for 2016-2018. **Action Item**

10. NEW BUSINESS

Resolution 2016/2017-07 amending the salary and benefit schedule of employees covered by the Memorandum of Understanding. **Action Item with roll call vote**

11. OTHER BUSINESS TO COME BEFORE THE BOARD

Swear in Director Brunton for a new term on the Board

12. COMMENTS FROM THE FLOOR

13. COMMENTS FROM THE BOARD

14. CLOSED SESSION

15. ADJOURNMENT

This meeting will be adjourned to a regular meeting on January 10, 2017 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

December 13, 2016



Agenda Item No.		Staff Contact	
7		Georgette Darcy, Admin. Analyst/Secretary to Board	
Agenda Item Title			
Approval of minutes for regular meeting of November 8, 2016			
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 16/17			
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 November 8, 2016 regular meeting			

VALLEY OF THE MOON FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

November 8, 2016

1. CALL TO ORDER

President Norton called the meeting to order at 6:00 p.m.

2. ROLL CALL & DETERMINATION OF A QUORUM

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

3. PLEDGE OF ALLEGIANCE

Director Leen led the Pledge of Allegiance.

4. CONFIRMATION OF AGENDA

There were no changes to the Agenda.

5. COMMENTS FROM THE PUBLIC

None

6. PRESENTATIONS

The Board presented a proclamation of gratitude to the Sonoma County Board of Supervisors for its funding of the Station 2 Shop Demolition Project through the Advertising Grant Program for fiscal year 2015/16.

7. CONSENT CALENDAR

Approval of minutes for regular meeting of October 11, 2016

M/S/P Leen/Brady to approve minutes for October 11, 2016. Passed 3 ayes

8. FIRE CHIEFS' MONTHLY REPORT

Fire Chief Freeman gave his activity report for October 2016.

9. OLD BUSINESS

Revision to Resolution 2016/2017-05 Exhibit "A" for District's Conflict of Interest Code.

M/S/P Greben/Brady to revise Exhibit "A" for District's Conflict of Interest Code. Passed 4 ayes

10. NEW BUSINESS

Resolution 2016/2017-06 amending the salary and benefit schedule of employees covered by the Administrative Agreement for Management and Administrative Employees and the employees covered by the General Employee Agreement.

M/S/P Greben/Leen to amend the salary and benefit schedules of employees covered by the Administrative and General Employee Agreements. Passed 4 ayes

11. OTHER BUSINESS TO COME BEFORE THE BOARD

President Norton and Director Leen were sworn in for their new four-year terms on the Board. Director Brunton will be sworn in at the next meeting.

12. COMMENTS FROM THE FLOOR

None

13. COMMENTS FROM THE BOARD

Director Leen requested that there be a formal announcement of the hiring of new Fire Chief Steve Akre.

14. CLOSED SESSION

None

15. ADJOURNMENT

The meeting was adjourned at 6:23 p.m. to a regular meeting on December 13, 2016 at 6:00 p.m. in the Training Room at Station 1, located at 630 2nd Street West, 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

December 13, 2016



Agenda Item No.	Staff Contact
9	Mark Freeman, Fire Chief

Agenda Item Title
 Approve revision of Article 12, Item 3. (a) in the Administrative Agreement for Management and Administrative Employees for 2016-2018

Recommended Actions
 Approve revision

Executive Summary
 Sonoma County Employees’ Retirement Association (SCERA) is unable to accept the District’s pension reform modifications, as a flat rate for the employee contribution cannot be adopted for the current plan. They agreed to allow the application of a flat percentage increase over the age-based employee rate. The language in Article 12 concerning employee retirement contributions was revised to meet SCERA’s requirements and is being presented to the Board for approval.

Alternative Actions
 Request more information

Strategic Plan Alignment
 Not applicable

Fiscal Summary – FY 15/16			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Reqd.	\$	Fees/Other	\$
		Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$

Narrative Explanation of Fiscal Impacts (if required)

Attachments
 Article 12, Item 3. (a) of the Administrative Agreement for Management and Administrative Employees 2016-2018

and those working a fifty-six (56) hour week six (6) shifts of "Administrative Leave." Employees accrue administrative leave on a monthly pro-rated basis.

2. Annually on June fifteenth (15th), the management or administrative employee will have the option of receiving payment for a maximum of ninety six (96) hours of accrued 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 two years accrual of their unused Administrative Leave. Such compensation will be at the retiring employee's hourly rate of pay.
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 adopted by the County of Sonoma, Treasurer-Retirement Section for public safety members of the Sonoma County Employees' Retirement System.
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.

(a) For employees hired prior to January 1, 2013, the following employee contributions apply:

- Effective July 1, 2015, Plan "A" Safety Employees shall be responsible for 100% of the age-based employee contribution rate, not to exceed twelve percent (12%). Plan "A" General Employees will be responsible for 100% of the age-based employee contribution rate, not to exceed eight percent (8%).
- Effective July 1, 2016, Plan "A" Safety Employees shall be responsible for 100% of the age-based employee contribution rate plus an additional 1.5% toward normal cost with a cap of 12%.
- Effective July 1, 2017, Plan "A" Safety Employees shall be responsible for 100% of the age-based employee contribution rate plus an additional 1.5% toward normal cost (for a total of 3%) 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, up to a maximum accrual of two hundred and sixty one (261) eight hour days (2088 hours).
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, up to a maximum accrual of one hundred-twenty (120) shifts (2880 hours).
 - (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 monthly pro-rated basis.
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) up to 2087 hours (Sonoma County Employees' Retirement Association [SCERA] calculates one year of service credit at 2087 hours), 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 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.



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

December 13, 2016



Agenda Item No.	Staff Contact		
10	Mark Freeman, Fire Chief		
Agenda Item Title			
Resolution 2016/2017-07 amending the salary and benefit schedule of employees covered by the Memorandum of Understanding			
Recommended Actions			
Amend Memorandum of Understanding			
Executive Summary			
<p>Two designated Board members met with the President of the Sonoma Valley Professional Firefighters' Association (IAFF Local 3593). The resulting MOU is being presented to the Board for approval. Amendments to the MOU are as follows:</p> <p><u>Year 1 (July 1, 2016 through June 30, 2017)</u></p> <ul style="list-style-type: none"> • 2.5% salary increase • 2.4% FLSA adjustment for safety employees • Additional step in longevity after 20 years of service to 9% • Employee retirement contribution increased by 1.5% of normal cost up to 12% (safety employees) • Additional 4 hours paid holiday for Christmas Eve (40-hour employees) <p><u>Year 2 (July 1, 2017 through June 30, 2018)</u></p> <ul style="list-style-type: none"> • 2.5% salary increase • Increase top-step longevity after 20 years of service to 10% • Employee retirement contribution increased by 1.5% of normal cost up to 12% (safety employees) 			
Alternative Actions			
Request additional information or changes to MOU before amendment			
Strategic Plan Alignment			
This MOU is in alignment with Goal 1, Objective 1B: Analyze educational requirements, salaries and benefit packages with comparable agencies.			
Fiscal Summary – FY 15/16			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$75,048
Add. Appropriations Req'd.	\$174,529	Fees/Other	\$99,481
		Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
Total Expenditure	\$174,529	Total Sources	\$174,529
Narrative Explanation of Fiscal Impacts (if required)			

Attachments

1. Memorandum of Understanding
2. Resolution 2016/2017-07

MEMORANDUM OF UNDERSTANDING
BETWEEN THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT
AND
SONOMA VALLEY PROFESSIONAL FIREFIGHTERS ASSOCIATION
IAFF LOCAL 3593
FOR THE PERIOD OF
JULY 1, 2016 THROUGH JUNE 30, 2018

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DEFINITIONS

1. ANNIVERSARY DATE - Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.
2. ASSOCIATION - Shall mean the Sonoma Valley Professional Firefighters Association, IAFF Local #3593.
3. BOARD - Shall mean the Board of Directors of the Valley of the Moon Fire Protection District.
4. 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.
5. DISTRICT - Shall mean the Valley of the Moon Fire Protection District.
6. EMPLOYEES - Shall mean all District employees who are covered by this Memorandum of Understanding.
7. EMPLOYER (also referred to as DISTRICT) - Shall mean the Valley of the Moon Fire Protection District.
8. GRIEVANCE – Shall mean any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding; disciplinary action; or rules, regulations, resolutions, ordinances and existing practices which govern personnel practices and working conditions.
9. MANAGEMENT - Shall mean the Board of Directors and Chief Officers of the Valley of the Moon Fire Protection District and Chief Officers under the Sonoma Valley Fire & Rescue Authority.
10. 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).
11. RETIREMENT - Shall mean a condition by which an employee has terminated their employment, with the District, by retiring through the Sonoma County General Retirement System.

GENERAL PROVISIONS

ARTICLE 1 PREAMBLE

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

This Memorandum of Understanding 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, 2016 through June 30, 2018.

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. 2016/2017-07.

ARTICLE 2 RECOGNITION

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

**Fire Mechanic
Firefighter
Engineer
Fire Captain**

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

ARTICLE 3 SEVERENCE

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

ARTICLE 4 SOLE AGREEMENT

1. The policies collected in the Memorandum of Understanding constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties.
2. The District and Local 3593 agree that if any provision addressing wages, hours, and terms and conditions of employment negotiable under the Meyers-Milias-Brown Act is found outside this Memorandum of Understanding and in conflict thereof, then this Memorandum of Understanding shall prevail.

3. If, during the term of the Memorandum of Understanding, the parties should mutually agree to modify, amend, or alter the provisions of this Memorandum of Understanding in any respect, any such change shall be effective only if and when reduced to writing and executed by the authorized representatives of the District and Local 3593. Any such changes validly made shall become part of the Memorandum of Understanding and subject to its terms.
4. The waiver or breach of any condition of this Memorandum of Understanding shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 5 CONCLUSIVENESS

1. The District and Local 3593 agree that during the negotiations which resulted in this Memorandum of Understanding, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation; therefore, during the term of this agreement, the District and Local 3593 shall not be obligated to meet and confer on any matter:
 - (a) if not specifically referred to as open for further negotiation in this Memorandum of Understanding;
 - (b) whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
 - (c) whether or not the matters were proposed and later withdrawn during negotiations.

ARTICLE 6 FULL FORCE AND EFFECT

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

ARTICLE 7 AGENCY SHOP

1. All public safety employees who are members of the bargaining unit represented by this Memorandum of Understanding shall, as a condition of continued employment, either join the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, the recognized District employee organization, or in the alternative shall pay to the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, a service fee in an amount equal to the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, initiation fee, periodic dues and general assessments for the duration of this Agreement. Provided however, that any District employee who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support a public employee organization as a condition of employment. Such employee may be required, in lieu of periodic dues, initiation fees, or agency shop fees to pay sums equal to such dues, initiation fees, or agency shop fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by such employee. Proof of such payment shall be made to the Employer as a condition of exemption from the

requirement of financial support to the Sonoma Valley Professional Firefighters Association, IAFF Local 3593. Employees citing moral or religious grounds for not joining the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, will be allowed to make a contribution to the "House Fund" in an amount equal to what they would pay the Sonoma Valley Professional Firefighters Association, IAFF Local 3593, were they a member. Such option shall be allowed only once per year, in July, to take effect until the succeeding July except that new employees shall be given two weeks to declare such option after their date of employment.

2. Upon submission to the District of a proper written authorization by the employees, the District agrees to deduct Association dues from the paycheck of each Association member and to remit said moneys and the names of those employees for whom dues are being deducted to the Association.

ARTICLE 8 MANAGEMENT RIGHTS

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

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

ARTICLE 9 HOURS OF WORK

1. The normal work week for safety personnel shall be fifty-six (56) hours per week. During the term of this agreement, the standard work period for safety employees covered in this agreement shall consist of forty-eight (48) hours within six (6) consecutive calendar days corresponding to a fifty-six (56) hour week.
2. The weekly duty schedule for Fire Mechanic is forty (40) hours (schedule to be determined by the Chief).
3. For the efficient operation of the District shift personnel, upon written notification, may be temporarily reassigned by the Chief to a forty (40) hour work week schedule. Reasons for reassignment may include: light duty, as a result of a workers' compensation injury; schools and seminars; special administrative assignment; disciplinary action; or probationary orientation/training. Shift personnel reassigned to a forty (40) hour work week shall continue to accrue all benefits based on the fifty-six (56) hour work week.
4. If a reduction in the weekly duty schedule, different from that specified above, is mandated by legislative or judicial action, the parties to this Memorandum of Understanding shall meet and

confer concerning the effect of the reduction in the weekly duty schedule or such fringe benefits as vacation and sick leave.

ARTICLE 10 OVERTIME

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

PAY PROVISIONS

ARTICLE 11 SALARY

1. The Salary Plan, as contained in Appendix 'A', shall be amended for all classifications listed in Article 2 (REGOGNITION), effective January 1, 2012 Appendix 'A' is hereby incorporated in and made a part of this Memorandum of Understanding.
2. Newly hired employees, to the position of Fire Mechanic, Firefighter, Fire Engineer or Fire Captain 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) Firefighters promoted to Fire Engineer and Fire Engineers promoted to Fire Captain shall serve in the initially assigned Step, and all succeeding Steps, for a period of one (1) year based on the anniversary date of promotion.
3. Advancement to the next pay Step will be based on a satisfactory performance evaluation and Fire Captains must also successfully complete an administrative assignment (s).
4. Notwithstanding contractual overtime requirements set forth in this MOU, the FLSA overtime threshold for the District's 28-day 207(k) work period is 212 hours. FLSA overtime is based on actual, physical hours worked in excess of the applicable FLSA threshold. For personnel subject to the 28-day, 207(k) work period, the FLSA overtime threshold is exceeded when an employee's actual, physical hours worked during the 28-day work period exceed 212.

ARTICLE 12 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

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

The afternoon of December 24th – Christmas Eve

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

- (a) And every day appointed by the President of the United States or the Governor of the State of California., which is observed by employees of the appointing authority (e.g. Federal employees are given the day off if the President declares a holiday).
2. Fire Captains, Fire Engineers and Firefighters shall receive pay for the recognized holidays whether scheduled on or off duty, by the following formula:
 - Effective July 1, 2016, eleven (11) hours pay per holiday not to exceed one hundred and forty three (143) hours per year.
 - Effective July 1, 2017, twelve (12) hours pay per holiday not to exceed one hundred and fifty six (156) hours per year.
 - (a) Holiday pay will be paid to employees June fifteenth (15th) and December fifteenth (15th).
 3. The Fire Mechanic working a forty (40) hour week schedule will be given the holiday off.
 4. Employees who are on duty on either a holiday or Sunday will follow the holiday routine outlined in the District procedures, which shall include:
 - Daily apparatus and equipment check.
 - Normal station duties and routine for cleanliness.
 - Emergency equipment repair.
 - Response to incidents.
 - Completion of all required forms and reports.

ARTICLE 13 LONGEVITY PAY PLAN

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

Effective July 1, 2016:

Full Years of Employment Completed	Percentage of Pay over Monthly Base
5	2.5 %
10	5 %
15	7.5 %
20	9%

Effective July 1, 2017:

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

- (a) Employees that earned 8% longevity for completing 15 years of service prior to July 1, 2016 will retain this percentage.
3. Employees employed prior to January 1, 2006, will receive the percentage of Longevity Pay for those consecutive years of employment indicated in sub-section 2 above. Employees who were receiving a specific percentage of pay, based on the provisions of the Educational Incentive Program, shall continue to receive that percentage under the Longevity Pay Plan with any additional adjustments, if so warranted, being made as that employee meets the consecutive years of employment criteria.
- (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 semi-annually on June fifteenth (15th) and December fifteenth (15th) or they may take the option to receive prorated payment monthly.
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 14 PAY FOR WORK OUT OF CLASSIFICATION

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

ARTICLE 15 RETIREMENT PLAN

1. The retirement plan in effect on the effective date of this Memorandum of Understanding for employees covered by the Memorandum of Understanding is (SCERA) Sonoma County Employees Retirement Association and will remain in effect for the duration of this Memorandum of Understanding, unless the parties, as herein below provided, agree otherwise.
2. The District agrees to contribute its proportional share towards employees' retirement in accordance with the rules and regulations adopted by the County of Sonoma, Treasurer-Retirement Section for 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.

(a) For employees hired prior to January 1, 2013, the following employee contributions apply:

- Effective July 1, 2015, Plan "A" Safety Employees shall be responsible for 100% of the age-based employee contribution rate, not to exceed twelve percent (12%). Plan "A" General Employees will be responsible for 100% of the age-based employee contribution rate, not to exceed eight percent (8%).
 - Effective July 1, 2016, Plan "A" Safety Employees shall be responsible for 100% of the age-based employee contribution rate plus an additional 1.5% toward normal cost with a cap of 12%.
 - Effective July 1, 2017, Plan "A" Safety Employees shall be responsible for 100% of the age-based employee contribution rate plus an additional 1.5% toward normal cost (for a total of 3%) 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 Association. This plan converted from the 2% at age 50 to the 3% at age 50 formula. The plan for non-safety employees provides 3% at age 60.

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

- Safety –2.7% at 57
- Non-safety –2.5% at 67

ARTICLE 16 SICK LEAVE

1. Fire Captains, Fire Engineers and Firefighters working a fifty-six (56) hour schedule shall accrue sick leave at the rate of seven and one-half (7.5) shifts (180 hours) annually, up to a maximum accrual of one hundred twenty (120) shifts (2880 hours).
2. The Fire Mechanic working a forty (40) hour schedule shall accrue sick leave at the rate of twelve (12) eight (8) hour days annually, up to a maximum accrual of two hundred and sixty-one (261) eight-hour days (2088 hours).
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 monthly pro-rated basis.
5. With exception of retirement, employees will not be entitled to compensation of accrued sick leave. At retirement, the employee will be compensated for accrued sick leave as follows:

- (a) If one hundred percent (100%) of benefit has not been attained, employee's accrued sick leave (including remaining transfer of sick leave from City of Sonoma employment) up to 2087 hours (Sonoma County Employees' Retirement Association [SCERA] calculates one year of service credit at 2087 hours), 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 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.
7. Employees shall be entitled to use ten (10) eight hour days or six (6) shifts of their sick leave during the year for the care of immediate family members based on the 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 17, Funeral Leave.
8. 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.
9. 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 Fire Chief. Alternate leave cannot accumulate but must be used during the calendar year in which it is granted.
10. When applicable, "Federal Family Medical Leave" runs concurrently with sick leave.
11. 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 17 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 18 VACATION

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

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

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

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

3. Vacation leave shall be accrued during the twenty-four (24) month probationary period; however, no vacation leave will be granted until the employee has completed one (1) full year of employment based on the employee's anniversary date of hire.
4. Employees accrue vacation leave on a monthly pro-rated basis.
5. Cap on Benefits: Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall equal two years vacation accrual (based on the employee's accrual rate). If the employee's earned but unused vacation leave reaches the maximum, the employee will not accrue any additional benefits. If the employee later uses enough vacation leave to fall below the maximum, he/she will resume earning vacation benefits.
 - (a) Exception: If approved by the Chief, vacation leave can exceed the maximum for a limited term based on pending scheduled vacation accrual use or cash out.
6. Employees who terminate or retire will be paid for their accrued and unused vacation leave at their current hourly rate of pay.
7. Use of vacation time shall be charged to each employee at the rate of one hour for each hour of continued absence the employee would have normally worked. Vacation requests shall be made as outlined in District policy.
8. Annually on December fifteenth (15th), employees will have the option of receiving payment for a maximum of 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. For purposes of use of vacation time sellback, the hours transferred from the City accrual shall be used first until full transferred hours are exhausted.
9. Employees transferring from the City of Sonoma shall retain their current vacation accrual benefit effective their last calendar day of employment with the City of Sonoma as newly hired employees of the District. For purposes of use of vacation time, the hours transferred from the City accrual shall be used first until full transferred hours are exhausted.

ARTICLE 19 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 20 JURY LEAVE

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

ARTICLE 21 COMPENSATORY TIME OFF (CTO)

Effective November 1, 1998, employees no longer accrue Compensatory Time Off.

ARTICLE 22 SHIFT TRADE

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

ARTICLE 23 HEALTH, DENTAL, VISION INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM

1. The District currently provides health, dental and vision insurance plans for employees and their eligible dependents. As of July 1, 2014, Health, Dental and Vision care insurance plans currently include: FDAC Health 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 limits set herein, will be required to pay the difference in premium through payroll deduction.
3. The District shall contribute an amount equal to 100% of the entire cost of the respective dental and vision insurance coverage.
4. The District also provides, at no cost to the employee, the "Employee Assistance Program", sponsored by the District Insurance carrier FDAC/FASIS. This provision is not applicable to retiree's.
5. Effective January 1, 2006, the District agrees to provide 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 I.C.M.A. 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 in effect and at the benefit levels provided at the time of retirement, and does not include any additions that might be negotiated by the bargaining unit after the employee's retirement. This shall continue on a monthly basis until either: the retired employee fails to make the forty (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. If the employee elects not to have coverage, under the District's health insurance, the District agrees to pay the employee 50% of the amount that the District would have normally paid for that employee's health insurance. Such payment is in lieu of participating in the District's health insurance program. This provision is not to exceed the monthly cost of the FDAC/EBA "Kaiser Premium HMO". The employee must provide proof of coverage under an alternate policy and the employee may be required to provide proof of insurance any time at the discretion of the District.

(a) Payment will be made to employees on a monthly basis.

ARTICLE 24 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 25 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 26 UNIFORMS

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

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

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

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

ARTICLE 27 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 28 PROBATION

1. All newly hired employees covered by this Memorandum of Understanding 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.
3. Transitioning employees are not subject to a new probationary period; any former City employee who are in a probationary status will complete the remaining probationary period as an employee of the District.

ARTICLE 29 RESIDENCY

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

ARTICLE 30 PROFESSIONAL STAFFING LEVELS

District station staffing will meet the following criteria:

1. If an overtime shift becomes available, IAFF Local 3593 will have "First Right of Refusal". Local 3593 members will make every effort to maintain the professional staffing level of two (2) professional firefighters on each staffed unit.
 - (a) In the event that professional coverage cannot be attained, the shift relief time will be offered to Management or Administrative Staff and a qualified group of Volunteer Firefighters.
 - (b) Should Management or Administrative Staff or qualified Volunteer Firefighters not be available to fill the shift relief time, subject coverage will revert back to Local 3593 to fill.

2. Under supervision of Management, Local 3593 members currently manage the overtime relief program.
3. Qualifications for Volunteer Firefighters to work shift relief will be established by representatives of Management and IAFF, Local 3593, with final approval of the Fire Chief.
4. The District reserves the right to utilize management and administrative staff to cover day time hours, 0730 hours to 1700 hours, as the need arises. (This could be due to on-duty attendance of seminars/schools and unexpected absences that might occur during the course of the day).

ARTICLE 31 DISCIPLINARY ACTION

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

ARTICLE 32 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).
 - (a) For City of Sonoma employees who transitioned into the District prior to January 2012, their date of hire by the City of Sonoma as full-time employees will be recognized for seniority purposes.
2. If the need for layoff does arise, said layoff shall come first from the employee with the least departmental seniority regardless of rank.
 - (a) If the City of Sonoma ends its relationship with the Valley of the Moon Fire Protection District, all Fire District employees hired prior to December 31st 2011 shall retain their position with the District.
3. If there should be a reduction from the officer classification the employee with the least seniority within that classification may displace an employee within the firefighter classification provided that employee has less departmental seniority then the employee who is being removed as an officer.
4. No new employees shall be hired until the laid off employee(s) has been given the opportunity to be reinstated. The last such employee laid off shall be the first rehired, provided not more than eighteen (18) months, per Section 901-A of the "Personnel Selection and Hiring Rules", has elapsed from the date of lay off.
 - (a) If a former District employee has been separated from the District for a period of more than six (6) months 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 33 GRIEVANCE PROCEDURE

1. Definition: A grievance is any dispute which involves the interpretation or application of any provisions of this Memorandum of Understanding; disciplinary action; or rules, regulations, resolutions, ordinances and existing practices which govern personnel practices and working conditions.
2. A grievance shall be processed in the following manner:

- (a) The Firefighters' Association Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If in their opinion no grievance exists, no further action is necessary. This does not limit the rights of the individual employee to pursue the grievance on their own.
- (b) If a grievance does exist they shall within fifteen (15) business days after the event or at such time that they became aware that a grievable event occurred, with or without the physical presence of the aggrieved employee, present the grievance to the Chief of the District for adjustment.
- (c) If within fifteen (15) business days after submission to the Chief, the grievance has not been settled, it shall then be submitted to the Chairman of the Board of Director's "Personnel Committee" for adjustment.
- (d) If within fifteen (15) business days after submission to the "Personnel Committee" the grievance has not been settled, the District hereby recognizes the right of the aggrieved employee to seek such further relief as may be granted under California law.
- (e) A "Class Action Grievance" may be filed and pursued by any employee or the Association.
- (f) The Association or individual employee shall have the right to representation at any or all steps of the grievance process.

ARTICLE 34 REPRESENTATION

If the employee desires the assistance of an authorized Local 3593 representative, as provided in Step 2 (b) of Article 33, entitled "Grievance Procedure", the District agrees to permit one (1) representative, designated by the grievant, reasonable time off during regular work hours without loss of compensation or other benefits for the purpose of taking up said grievance. The grievant and/or the authorized Local 3593 representative shall obtain the approval of the Chief or other authorized management official before leaving his/her duty or work station or assignment for the purpose of processing a grievance.

ARTICLE 35 NON-STRIKE AGREEMENT

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

ARTICLE 36 RULES AND REGULATIONS

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

ARTICLE 37 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 38 TERM

The term of this Memorandum of Understanding shall be July 1, 2016 through June 30, 2018.

ARTICLE 39 EXISTING BENEFITS CONTINUED

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

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this 13th day of December 2016.

Sonoma Valley Professional
Firefighters' Association, IAFF
Local 3593

Valley of the Moon Fire
Protection District

By _____
William Harper, President Date

By _____
Brian Brady, Clerk Date

By _____
Michael B. Cyr, Vice President Date

By _____
Nicholas Greben, Director Date

APPENDIX 'A'

SALARY PLAN

July 1, 2016 through June 30, 2018

All classifications reflect salary increase or modification as follows:

Fire Mechanic

		Step A	Step B	Step C	Step D	Step E
<i>July 1, 2016</i>	Monthly:	5,801	5,975	6,154	6,339	6,529
	Hourly:	33.47	34.47	35.50	36.57	37.67
<i>July 1, 2017</i>	Monthly:	5,946	6,124	6,308	6,497	6,692
	Hourly:	34.30	35.33	36.39	37.48	38.61

Firefighter

		Step A	Step B	Step C	Step D	Step E
<i>July 1, 2016</i>	Monthly:	5,801	5,975	6,154	6,339	6,529
	Hourly:	23.84	24.55	25.29	26.05	26.83
<i>July 1, 2017</i>	Monthly:	5,946	6,124	6,308	6,497	6,692
	Hourly:	24.44	25.17	25.92	26.70	27.50

Engineer

		Step A	Step B	Step C	Step D	Step E
<i>July 1, 2016</i>	Monthly:	6,725	6,927	7,134	7,349	7,569
	Hourly:	27.64	28.47	29.32	30.20	31.11
<i>July 1, 2017</i>	Monthly:	6,893	7,100	7,313	7,532	7,758
	Hourly:	28.33	29.18	30.05	30.95	31.88

Captain

		Step A	Step B	Step C	Step D	Step E
<i>July 1, 2016</i>	Monthly:	7,796	8,030	8,271	8,519	8,775
	Hourly:	32.04	33.00	33.99	35.01	36.06
<i>July 1, 2017</i>	Monthly:	7,991	8,231	8,478	8,732	8,994
	Hourly:	32.84	33.83	34.84	35.88	36.96

Paramedic Differential:

1. Effective July 1, 2016, employees who maintain paramedic certification will receive a 4.25% paramedic premium per month over their base salary which is incorporated into the employee's base salary and hourly rate of pay.
2. Effective July 1, 2017, employees who maintain paramedic certification will receive a 5% paramedic premium per month over their base salary which is incorporated into the employee's base salary and hourly rate of pay.
3. The District shall provide reimbursement, with approval of the Chief, for expenses incurred for Continuing Education training as follows:
 - (a) A Continuing Education maintenance allowance program will contain the following points:

- Each paramedic will receive \$300.00 per year for the purpose of defraying costs in attaining Continuing Education credit. The funds will be distributed in increments of \$150.00 in June and December.
- Employees will not be eligible for a scheduled Continuing Education maintenance allowance unless they had completed at least six months of full time regular employment.
- Overtime will not be paid for time spent gaining Continuing Education credit.
- Upon receipt, it will be the sole responsibility of the employee to manage these funds to ensure that Continuing Education costs were defrayed. This will include choosing which Continuing Education opportunities to participate in.

Resolution No: 2016/2017-07
Dated: December 13, 2016

**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 MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Board of Directors of the Valley of the Moon Fire Protection District, by adoption of Resolution 2014/2015-04, dated September 9, 2014, amended the salary and benefit schedule of employees covered by the Memorandum of Understanding; 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 Sonoma Valley Professional Firefighters Association, IAFF Local 3593, regarding modification of the current Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED the Board of Directors of the Valley of the Moon Fire Protection District hereby repeals Resolution Number 2014/2015-04, which extends to the Memorandum of Understanding, replacing it with Resolution 2016/2017-07.

BE IT FURTHER RESOLVED the Board of Directors of the Valley of the Moon Fire Protection District hereby adopts Resolution Number 2016/2017-07, which amends the salary and benefit schedule for those employees covered by the Memorandum of Understanding for the period commencing July 1, 2016 and ending June 30, 2018.

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 13th day of December 2016, 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