

**MEMORANDUM OF UNDERSTANDING**

**between the  
Sonoma County Fire District  
and the  
Sonoma County Professional Firefighters Association**

**April 4, 2019 through June 30, 2021**

This Memorandum of Understanding is made and entered into as of this 4<sup>th</sup> day of April 2019 by and between the Sonoma County Fire District (hereinafter called "District") and the Sonoma County Professional Firefighters Association (hereinafter called the "Association").

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## **SECTION 1 EMPLOYEE REPRESENTATION**

1.1 The District recognizes the Association, which is acknowledged to be affiliated with the International Association of Firefighters, Local 1401, as exclusive representative of employees in classifications covered by the Memorandum. This Memorandum shall apply to all permanent employees working in classifications listed below and to any other classifications, which may be established within the scope of the duties now included within these classifications:

1. CAPTAIN                                      2. ENGINEER                                      3. FIREFIGHTER

1.2 The following rules and regulations, as they exist now or as they may be amended through the meet and confer process, shall be applicable unless superseded by any provision of the Agreement:

- Personnel Rules and Regulations;
- Employer-Association Member Relations Rules and Regulations;
- Fire District Standard Operating Procedures/Guidelines (“SOP” or “SOG”).

The District shall not change the rules and regulations listed in this section without first providing the Association with notice and an opportunity to meet and confer about matter within the scope of representation under the Meyers-Milias-Brown Act.

## **SECTION 2 OBJECTIVES**

2.1 The purposes of the Memorandum of Understanding is to promote an orderly and equitable policy for labor-management relations.

2.2 The District and the Association agree not to discriminate for or against any employee regardless of membership in the Association or because of reasonable activities on behalf of the Association.

2.3 Both parties recognize their mutual; obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the citizens of the Sonoma County Fire District.,

2.4 Term of this Memorandum of Understanding will be from April 4, 2019 to June 30, 2021.

## **SECTION 3 WAGES & HOURS**

### **3.1 Salaries**

Effective April 4, 2019, the salaries of all employees covered in this Memorandum of Understanding shall be as stated in Appendix A. The basis of these computations shall be as follows:

- 3.1.1 Hourly rates for 56-hour employees shall be calculated by dividing an employee's annual salary by 2912.
- 3.1.2 Hourly rates for 40-hour employees shall be calculated by dividing an employee's annual salary by 2080.
- 3.1.3 Salary adjustments: January 1, 2020 base pay raise of 3%; January 1, 2021 a base pay raise of 3%.

### **3.2 FLSA Work Period**

- 3.2.1 For the purposes of calculating District overtime, all hours worked in excess of the employee's regularly scheduled hours (e.g. hours in excess of 192 hours in a 24-day work cycle for shift personnel) shall be compensated at the rate of one and one-half (1.5) times the Regular Rate of Pay as set forth in 29 USC Section 207 and 29 C.F.R. Section 778.113. Vacation and Sick Leave usage shall not reduce an employee's entitlement to this additional compensation.
- 3.2.2 The District has adopted an extended work period as authorized under Section 207(k) of the Fair Labor Standards Act. The District declares a 24-day work cycle with an FLSA threshold of 182 hours for shift personnel. Members will work 192 hours in the 24-day work cycle which results in 10 hours of overtime premiums for their regular work cycle. The formula to be used to account for this is  $10 \times (365/24)/24 = 6.32$  hours of one and half times the regular rate of pay per pay period. Hours worked in excess of 192 hours in the work period shall be paid overtime under the FLSA rate of one and one-half times (1.5) regular rate of pay inclusive of all applicable incentives.

### **3.3 Overtime**

Employees shall be paid overtime in accordance with Section 207(k) of the Fair Labor Standards Act. The rate of pay for overtime shall be one and one-half times the employee's hourly rate of pay inclusive of all applicable incentives

### **3.4 Recall Pay**

The District may recall off-duty personnel due to significant emergency incidents (fire, rescues, disasters) and to provide additional on-duty staffing during periods of elevated community risk (storms, Red Flag Warnings). Members recalled to duty on regularly scheduled day(s) off shall be paid at their overtime rate.

3.5 **Jury Duty**  
No deductions shall be made from the salary of any employee while the employee is on jury duty, provided the employee shall reimburse the District any compensation received, less mileage and expenses, received as a juror.

3.6 **Salary Steps**  
Salary step increases shall be in one-year increments on the employee's anniversary date.

In the case of promotions, the employee will receive salary step increases on the anniversary date of promotion.

3.7 **Out of Class Pay**  
Working out of classification is defined as compensation within the meaning of Section 20636 of the California Government Codes and Section 571(a)(1) of the PERS Regulations. If an employee performs temporary duty in a classification higher than his/her hourly rate of pay for each hour worked in a higher classification. This pay category is noted as premium pay.

3.8 **Association Business Leave**

3.8.1 A time bank shall be established, allowing members of the Association designated by its President to utilize the time bank for Association activities. Time taken off by Association members on Association Business Leave shall be counted by the District as time worked.

3.8.2 Use of Association Business Leave shall not be unreasonably denied by the District.

3.8.3 The District shall be reimbursed for these leaves from the time bank at the rate of one hour per hour of Association Business Leave used.

3.8.4 When as Association member takes Association Business Leave, it shall be charged to the time bank of vacation hours contributed by employees.

3.8.5 In the event there are insufficient hours in the time bank to reimburse the District, the employee's personal vacation leave will be charged.

3.8.6 The time bank of vacation hours contributed by employees shall be maintained by the District's payroll department. Represented employees shall contribute seven (7) vacation hours to the time bank per year in July.

**SECTION 4 STAFFING LEVELS**

4.1 **First Right of Refusal**  
The Association shall have "First Right of Refusal" for all available shifts.

4.2 **Shift Trades**  
The Association shall have the right to work shift trades with other qualified members at no disservice to the District.

Members on entry level probation are limited to six (6) trades until completion of probationary period. The District is not responsible for ensuring trades are paid back; this responsibility solely rests upon the individuals who are engaging in this practice.

#### 4.3 **Minimum Staffing**

4.3.1 The minimum staffing level at each staffed station shall be:

- One (1) Captain, one (1) Engineer and one (1) Firefighter represented by this MOU.
- Minimum staffing level will be achieved by July 1, 2019.
- For the length of this Memorandum of Understanding, each shift will be staffed with an additional Firefighter.

#### 4.4 **Station Bids**

First selection of Station Bids will go into effect January 2021.

Station bidding will occur within assigned shift and will be seniority defined in Section 7.1.1

The process will start October 1<sup>st</sup> of every year and the Association will submit the staffing list to the District Deputy Fire Chief by November 1<sup>st</sup> of the same year.

An employee can only bid and be assigned to the same station for three (3) consecutive years and after that, must bid another station.

The Fire Chief will retain the right to assign personnel to apparatus or station to best meet operational needs. Examples of this include probationary personnel, newly promoted personnel, training and discipline.

#### 4.5 **Maximum Number of Members Off**

The maximum daily number of members permitted to be off-duty utilizing either vacation or Alternative Leave is four (4). Vacation and Alternative Leave are the only leave categories affected by this provision.

### **SECTION 5 GENERAL BENEFITS**

The District agrees to provide the following general benefits to employees covered by this Memorandum of Understanding, subject to the rights and limitation imposed by the California Public Employees' Pension Reform Act:

#### 5.1 **Health & Retirement Insurance**

5.1.1 Represented employees of the District and their legal dependents, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group medical plan provided by the District.

5.1.2 Regardless of the plan chosen by the individual employee, the District shall pay the actual premium charged by the approved health care provider for providing coverage to the employees and their dependents under the terms of the plan up to the following monthly maximum amounts:

Employee with no dependents	\$788/month
Employee plus 1 dependent	\$1576/month
Employee plus 2 or more dependents	\$2045/month

5.1.3 The employee may choose any plan made available to the District. The employee shall be responsible for paying the difference between the amounts listed in 5.1.2 and the actual cost of the plan selected. Any difference shall be deducted monthly from the employee's pay.

5.1.3.1 The District offers an I.R.S. Section 125 Plan for the portion of the premiums for medical benefits that are the responsibility of the employee to pay.

5.1.4 This section shall only apply to qualified employees and spouses from the former Rincon Valley Fire Protection District.

The District shall offer medical insurance to qualified retired employees and the qualified spouses of qualified retired employees hired prior to July 1, 2012 subject to the following restrictions:

5.1.4.1 The employee retires from the District with a minimum of eleven (11) complete years of full-time permanent service with the District.

5.1.4.2 The qualified retired employee or the qualified retired employee's spouse is not otherwise eligible for the same level of medical coverage through another employer.

5.1.4.2.1 The qualified retired employee or the qualified spouse of the qualified retired employee shall exercise due diligence in identifying coverage available through another employer.

5.1.4.2.2 If only one of the qualified retired employee or the qualified spouse of the qualified retired employee are eligible for the same level of medical coverage through another employer, then the remaining individual shall continue to be the qualified under this section.

5.1.4.2.3 The qualified retired employee and the qualified retired employee's spouse participate in Medicare to the full extent allowed by law.

5.1.4.2.4 At the time that a qualified retired employee or qualified spouse of a qualified retired employee reaches age 65, the District shall be furnished with a statement of earnings from Social Security.

5.1.4.2.5 If neither a qualified retired employee or qualified spouse of a qualified retired employee claim to be eligible for



Medicare at age 65, a notarized statement to that effect shall be provided to the District.

- 5.1.4.2.6 The maximum contribution for the aggregate of the qualified retired employee and the qualified retired employee's spouse shall be \$1,261.15 per month for an employee retiring with twenty (20) complete, full-time, permanent years of service with District (which includes any probationary time as a permanent full-time employee). Service with the District shall include any full-time permanent service with an agency absorbed by the Rincon Valley Fire Protection District. The most restrictive maximum amount shall apply unless proof of eligibility for a less restrictive maximum amount is provided by the qualified employee or qualified spouse of the qualified retired employee.
- 5.1.4.2.7 For retired employees with more than eleven (11) complete full-time permanent years of service and less than twenty (20) complete full-time permanent years of service the District shall contribute the following maximum amounts (based on amount set in Section 5.1.4.2.6) for the aggregate of the retired employee and the retired employee's spouse.
- 5.1.4.2.8 Eleven complete years, but less than twelve:  
10% of actual premium to a maximum of 10% of the applicable maximum amount.
- 5.1.4.2.9 Twelve complete years, but less than thirteen:  
20% of actual premium to a maximum of 20% of the applicable maximum amount.
- 5.1.4.2.10 Thirteen complete years, but less than fourteen:  
30% of actual premium to a maximum of 30% of the applicable maximum amount.
- 5.1.4.2.11 Fourteen complete years, but less than fifteen:  
40% of actual premium to a maximum of 40% of the applicable maximum amount.
- 5.1.4.2.12 Fifteen complete years, but less than sixteen:  
50% of actual premium to a maximum of 50% of the applicable maximum amount.
- 5.1.4.2.13 Sixteen complete years, but less than seventeen:  
60% of actual premium to a maximum of 60% of the applicable maximum amount.
- 5.1.4.2.14 Seventeen complete years, but less than eighteen:

- 70% of actual premium to a maximum of 70% of the applicable maximum amount.
- 5.1.4.2.15 Eighteen complete years, but less than nineteen:  
80% of actual premium to a maximum of 80% of the applicable maximum amount.
- 5.1.4.2.16 Nineteen complete years, but less than twenty:  
90% of actual premium to a maximum of 90% of the applicable maximum amount.
- 5.1.4.3 The retired employee was a full-time permanent employee of the District on or after January 1, 2003.
- 5.1.4.4 "Retiree" or "Retired employee" means a person who is eligible to retire under PERS rules at the time of separation from the District service.
- 5.1.4.5 Eligible dependents of a qualified retired employee, other than the qualified spouse, may be covered at the expense of the retired employee.
- 5.1.4.6 The retired employee's share, if any, shall be billed directly to the retiree by the District's third-party administrator. Failure of the retired employee to pay the required share shall cause the coverage to be terminated.
- 5.1.4.7 The benefit to the qualified retired employee shall expire upon the death of the qualified retired employee and the benefit to the qualified spouse of the qualified retired employee shall expire upon the death of the qualified spouse of the qualified employee unless the benefit expires pursuant to other provision in Section 5.1.4.
- 5.1.4.8 The benefit to the qualified spouse of the qualified retired employee shall only apply to a spouse that has been legally married pursuant to California law to the qualified retired employee for a minimum of one year prior to the date of retirement.
- 5.1.4.9 The spouse of a qualified retired employee shall cease to be a qualified spouse and shall no longer be eligible for any benefits under this section upon the termination of the marriage to the qualified retired employee for any reason other than death.
- 5.1.4.10 A qualified retired employee and/or the qualified spouse of a qualified retired employee that does not request the benefit at the time of the qualified employee's retirement or who terminates the coverage prior to death may reactivate the coverage during a month in each year designated by the District or upon a qualifying life event.
- 5.1.4.11 It is the intent of this section that the qualified retired employee and the qualified spouse of the qualified retired employee shall only be eligible for the plan that is offered through the District and that is shall not be constructed to mean that the qualified retired employee and the qualified spouse of the qualified retired employee shall be eligible for any

reimbursement or offset for selecting or participating in a different plan.

5.1.5 Retirement Healthcare Savings Account

The District and the Association agree that the District will offer Association members a Retirement Healthcare Savings Account. Participation will be optional.

5.2 **Dental & Vision Insurance**

5.2.1 Dental

Full-time employees and their legal dependents, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group dental plan selected by the District. The District shall pay the actual premium charged by the approved dental insurance provider for providing coverage to the employees and their dependents under the terms of the plan up to a maximum amount of \$153 per employee toward monthly premium.

5.2.2 Vision

Full-time employees are eligible to participate in a group vision plan selected by the District. The District shall pay the actual premium charged by the approved vision insurance provider for providing coverage to the employees and their dependents under the terms of the plan. The District covers the cost of the employee only and shall contribute a maximum of \$9.00 toward the monthly premium.

5.3 **Deferred Compensation**

The District shall offer the employees a deferred compensation plan under IRS Regulation 457. The District shall make no contribution to said plan.

5.4 **Retirement**

5.4.1 The District shall provide Classic employees with 3% @ 55 plan, formula (Classic PERS). Classic employees shall pay 10% employee contribution of applicable compensation.

5.4.2 The District shall provide PEPRA employees, hired after January 1, 2013 with 2.7% @ 57 plan, formula (PEPRA Members). PEPRA employees will pay 50% of the normal cost, as set annually by PERS, contribution of applicable salary.

5.4.3 Retirement benefits for all employees covered in this Memorandum of Understanding shall be stated in the California Public Employee's Retirement System Benefit Summary for each of the above plans.

5.4.4 In lieu of the CalPERS Sick Leave Credit, the employee may choose to have the District pay the employee thirty percent (30%) of all unused sick leave accrued by the employee at the time of retirement based on the employee's hourly rate of pay inclusive of applicable incentives.

5.5 **Holidays**

5.5.1 Holiday Pay is defined as compensation within the meaning of Section 20636 of the California Government Code and Section 571(a)(5) of the PERS Regulations.

5.5.2 Employees covered under this agreement shall receive a payment equal to twelve (12) hours of pay at the employee's regular rate of pay inclusive of applicable incentives for each holiday listed in this agreement. This total of one hundred forty-four (144) hours of pay for the calendar year is to be made in one annual payment to be drawn with the regularly scheduled payroll each November. The following holidays shall be recognized by the District:

New Year's Day	Martin Luther King Junior Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve
Christmas Day	Floating Holiday

5.5.3 Each employee who separates from District service shall be entitled to payment of the monetary equivalent of all holidays accrued prior to such employee as of the time of separation, computed on the basis of such employee's hourly rate of pay inclusive of applicable incentives. In accordance with IRS and CalPERS provision in place at the time of the employee's separation.

## 5.6 Uniforms

5.6.1 The District will provide the employee with three (3) full sets of uniforms and with one (1) set of safety equipment. Uniforms will be replaced as needed and as approved by a Battalion Chief per District policy.

5.6.2 Annual station/wildland boot allowance of \$350 for each member to purchase new boots in accordance to District policy. No annual carryover.

5.6.3 Laundering and basic maintenance of uniforms shall be the responsibility of the employee. District laundering facilities and laundry supplies shall be made available to employees for laundering uniforms.

5.6.4 Uniform allowance is defined as compensation within the meaning of Section 20636 of the California Government Codes and Section 571(a)(5) of the PERS Regulations and shall be reported to PERS.

## 5.7 Leave of Absence

### 5.7.1 Personal Leave

#### 5.7.1.1 Alternative Leave

Employees shall receive twenty-four (24) hours of Alternative Leave per calendar year. The Alternative Leave hours may be used at the employee's discretion, subject to scheduling considerations of the District. Alternative Leave will not accumulate and can only be used within the calendar year it was received. Alternative must be used in a whole twenty-four (24) block.

#### 5.7.1.2 Bereavement Leave

In the event of a death in the immediate family, employees shall be granted two (2) shifts (for 24-hour shift employees) or three (3)

consecutive days (for 40-hour employees) off with pay. The immediate family includes an employee's existing spouse, child, stepchildren foster child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, step parents, foster parents or any close relative reside in the employee's household.

In the event of a death to member of an employee's family who is not specifically listed above, the employee is granted one (1) shift or one (1) day off with pay.

## 5.7.2 Sick Leave

5.7.2.1 Sick leave is an absence from work due to a non-industrial illness or injury to an employee.

Sick leave may also include absence due to the birth of an employee's child, or illness or injury to a family member. Family members are the employee's child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, step parents, foster parents or any close relative residing in the employee's household.

Non-industrial illness or injury does not include injury or illness suffered in the course and scope of employment for the District or any other person or entity.

### 5.7.2.2 Accrual

All personnel (based on a 56-hour week) shall accrue twelve (12) hours per month of sick leave up to and including the fifteenth (15<sup>th</sup>) year of service. The accrual rate shall increase to twenty-four (24) hours per month beginning with the sixteenth (16<sup>th</sup>) year of service.

### 5.7.2.3 Use

Shift personnel shall use sick leave in 24-hour blocks.

Forty (40) hour personnel shall use sick leave at the rate of one hour for each hour off.

Employees must report sick leave absences at least one (1) hour in advance of the start of their shift to the Company Officer at the staffing station or on-duty Battalion Chief. Failure to do so, or to exercise due diligence in reporting will result in the absence being charged as leave without pay.

### 5.7.2.4 Monitoring

The District reserves the right to monitor the use and operation of sick leave. The District also reserves the right to request a medical release from members physician when submission of a sick leave totaling more than 96 consecutive hours of use. The District also reserves the right to require a doctor's certification of fitness to return to duty before allowing an employee to return to work. Failure to provide such certification upon request may result, in the discretion of the Fire Chief, in imposition of leave without pay.

5.7.2.5 Sick Leave Payoff Due to Death

Survivor(s) of each employee separated from the District service by death shall be entitled to payment at such employee's hourly rate of pay inclusive of applicable incentives for all unused sick leave remaining to such employee's credit as of the time of death.

5.7.2.6 The District shall pay an employee 30% of any unused sick leave accrued by the employee at time of separation from the District (other than retirement) based on the employee's hourly rate of pay inclusive of applicable incentives.

5.7.3 Military Leave

A represented member may be absent on military leave as authorized in Section 395 through 395.8 of the Military and Veterans Code of California, Federal Uniformed Services Employment and Re-employment Rights Act and any District policies. The represented employee shall furnish to the District's Administrative Office satisfactory proof or orders to report for duty and of actual service pursuant to such orders. Represented members with less than one (1) year of District service shall take military leave without compensation from the District as provided in the Military and Veterans Code.

5.7.4 Leave-of-Absence Without Pay

Under exceptional circumstances, the Chief may, on written request, authorize a leave-of-absence without pay or benefits in accordance with federal law.

5.8 **Vacation**

5.8.1 Vacation Accrual

<u>Years of Service</u>	<u>Hours Accrued per Month</u>
0 – 5 Years	12
6 – 9 Years	18
10 – 15 Years	22
16 or more years	26

Entry level probationary personnel shall have first vacation credited after completion of first six (6) months worked.

Vacation is accrued on a pro-rate basis on the first date of each month.

Any member who accrued a higher hourly amount of vacation at the time of the original annexation will maintain that accrual amount until the member progresses to the next vacation accrual step.

5.8.2 Vacation Rate

5.8.2.1 56-Hour Personnel

Twenty-four (24) hours equals one (1) shift.

5.8.2.2 40-Hour Personnel

One (1) hour off will be charged at one (1) hour of vacation.

5.8.3 Vacation Use

Shift personnel shall use vacation leave in 24-hour blocks.

Forty (40) hour personnel shall use vacation leave at the rate of one hour for each hour off.

5.8.4 Payout Upon Separation

For purposes of remuneration, at time of separation, employees will be credited at their hourly rate of pay inclusive of incentive for accrued hours of vacation.

Employees shall be compensated for unused vacation at the time of separation from the District either as monetary remuneration or as compensatory time off upon the agreement of both parties.

5.8.5 Anniversary Date

An employee's anniversary date will be considered as the first (1<sup>st</sup>) of the month in which the employee became a full-time permanent employee.

5.8.6 Maximum Allowable Accumulated Vacation

Vacation balances maximum shall be two (2) years of accrual.

Should an employee reach the maximum vacation accrual the District shall pay hours in excess to the employee at their regular rate of pay.

Employees on extended "sick or injury" leave or vacation that has been canceled by the District, shall have vacation time in excess of the maximum allowed carried forward by written request approved by the Fire Chief.

5.9 **Incentives**

Employees covered under this MOU and possess the following will receive additional pay per month per incentive, calculated on the base pay as specified in Appendix A.

5.9.1 Educational Incentive – 3% .

Educational Incentive is defined as compensation within the meaning of Section 20636 of the California Government Codes and Section 571(a)(1) of the PERS Regulations.

5.9.1.1 Fire Technology Certificate; or

5.9.1.2 Degree in Fire related field; Associates Degree; or

5.9.1.3 Thirty (30) units and/or 300 hours, and/or combination of units and hours of job-related education exclusive of Driver Operator 1, Fire Officer, Firefighter 1 and EMS. Fifteen (15) of the thirty (30) units or 150 of the 300 hours must be of Fire Science in nature. For purposes of calculation, each one (1) unit is equal to ten (10) hours, each ten (10) hours is equal to one (1) unit.

5.9.2 Bachelor's Degree – 5%

5.9.2.1 Possession of a Bachelor's Degree in Arts or Science from an accredited post-secondary institution.

5.9.2.2 Maximum incentive earned. Cannot combine Educational Incentive in Section 5.9.1 and Bachelor Degree in 5.9.2.

5.9.3 Bilingual Pay – 3%

An employee must be able to demonstrate the ability to verbally communicate with Spanish-speaking individuals normally encountered during the performance of their duties. This includes gathering personal information, injury and illness complaints, medical history and any other information related to fires, hazardous materials, technical rescues, vehicle collisions or any other emergency related incident. The testing/retesting and certification is as follows:

At the request of the employee in writing, the District will schedule an evaluation to determine if the employee meets the above criteria. The evaluation will be proctored at any High School located within the District by the Spanish Department head or their designee. Evaluation will be schedule during normal school periods. The District will notify the employee within four (4) business days of a schedule evaluation.

5.9.4 Swiftwater Technician – 2%

5.9.4.1 Completion of Swiftwater Rescue Technician and Boat Operations.

5.9.4.2 District reserves the right to cap the number of Technicians based on operational needs.

5.9.5 Hazardous Materials Technician – 2%

5.9.5.1 Completion of Hazardous Material Technician or Specialist Certification.

5.9.5.2 District reserves the right to cap the number of Technicians/Specialists based on operational needs.

5.10 **Longevity Pay**

Longevity Pay is defined as compensation within the meaning of Section 20636 of the California Government Codes and Section 571(a)(1) of the PERS Regulations.

After six (6) years of completed full-time permanent service, employees will receive 3% additional pay per month of base pay as specified in Appendix A.

After twelve (12) years of completed full-time permanent service, employees will receive 3% additional pay per month of base pay, (for a total of 6%) as specified in Appendix A.

After eighteen (18) years of completed full-time permanent service, employees will receive 3% additional pay per month of base pay, (for a total of 9%) as specified in Appendix A.

5.11 **Personal Exposure Reporting**

The District shall reimburse the Association the amount of twelve dollars (\$12.00) per person, per year, towards the Personal Exposure Reporting System.



## **SECTION 6 QUALIFICATIONS & CERTIFICATIONS**

### **6.1 Position Qualifications**

The following positions shall be required to have the following minimum qualifications at time of appointment as well as successfully complete a required probationary term:

#### **6.1.1 Fire Captain**

Proof of completion of all required classes necessary to obtain Fire Officer Certification from the State of California. Successful completion of a 12-month probation.

#### **6.1.2 Engineer**

Proof of completion of Driver/Operator 1A & 1B from the State of California. Successful completion of a 12-month probation.

#### **6.1.3 Firefighter**

Proof of Firefighter 1. Successful completion of an 18-month probation.

### **6.2 EMT Requirement**

All members must possess and maintain a valid EMT certification at all times and as a condition of employment. If the member fails to maintain certification, the member will be placed on unpaid leave (or allowed to use any accrued vacation time) until such time they can regain their EMT certification for a period not to exceed six (6) months. If the EMT certification has not been regained after six (6) months, the District reserves the right to administratively disqualify and release the member from employment in accordance with procedures established in the Firefighter Procedural Bill of Rights.

### **6.3 Drivers License**

All members will be required to possess DMV licensure (Class C with Firefighter Endorsement or Class B Commercial), at all times during employment as a condition of employment. If the member fails to maintain licensure, the member will be placed on unpaid leave (or allowed to use any accrued vacation time) until such time they can regain their license for a period not to exceed six (6) months. If the license has not been regained after six (6) months, the District reserves the right to administratively disqualify and release the member from employment in accordance with the procedures established in the Firefighter Procedural Bill of Rights.

## **SECTION 7 SENIORITY**

### **7.1 Seniority**

Seniority for competitive purposes (e.g. vacation selections, layoffs, etc.) is defined as the total length of continuous service with the Sonoma County Fire District. And in a case of a merger or annexation, the full-time hire date of the predecessor agency.

7.1.1 Seniority used for Station Bids in Section 4.4 will be date of promotion (Captains and Engineers) or date of hire for Firefighters.

## 7.2 **Continuity of Service**

Continuity of service will not be broken and seniority will accrue where an employee:

- In inducted, enlists, or is called to active duty in the Armed Forces of the United States or service in the Merchant Marines, under any Act of Congress which provides that the employee is entitled to re-employment rights.
- Is on duty with the National Guard.
- Is absent due to lay-off for a period of less than 2 years.

## 7.3 **Layoff**

In case of personnel reduction, the employee with the least seniority will be laid off first. If an eliminated position is reestablished within 24 months from the date of layoff, the laid-off employee shall have a right to reinstatement with only a pre-employment fit for duty exam pursuant to NFPA 1582.

# **SECTION 8 GRIEVANCE PROCEDURES**

## 8.1 **Definition**

A grievance is a claimed violation, misinterpretation, inequitable application, or non-compliance with provision of the following:

- 8.1.1 Collective Bargaining Agreement;
- 8.1.2 Personnel ordinances;
- 8.1.3 Existing practices affecting the status or working conditions of District employees;
- 8.1.4 Complaints of harassment, discrimination, and retaliation based on protected class or activity shall be handled in accordance with District's Anti-Harassment Policy and shall not be subject to the grievance procedure. Complaints of harassment, discrimination and retaliation for Association activity shall be subject to a grievance.

## 8.2 **Grievance Procedure – Step 1**

Deputy Fire Chief

- 8.2.1 Within thirty (30) calendar days of the event giving rise to a grievance, the grievant shall present the grievance to the Deputy Fire Chief for disposition.
- 8.2.2 The Deputy Fire Chief, or their designee, shall issue a written response within fourteen (14) calendar days. If the Deputy Fire Chief fails to issue a written response within fourteen (14) days, the grievant may proceed to Step 2.

## 8.3 **Grievance Procedure – Step 2**

Fire Chief

- 8.3.1 If the grievant believes that the grievance has not been redressed in Step 1, he/she may appeal the decision in writing to the Fire Chief within fourteen (14) calendar days of receipt of the Step 1 decision.

8.3.2 Within twenty-one days (21) calendar days after a Step 2 grievance is filed, the Fire Chief shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance and make a decision in writing.

8.3.3 Association grievances based on a claim of violation within its scope of representation shall be initiated at Step 2.

#### **8.4 Grievance Procedure – Step 3 Arbitration**

8.4.1 If the grievant believes that the grievance has not been adequately resolved at Step 2, the Association may file, in writing, within fourteen (14) calendar days of receipt of the Step 2 decision, a request to arbitrate the grievance.

8.4.2 The grievance will be determined by an arbitrator selected by mutual agreement between the District and the Association.

8.4.3 The decision of the arbitrator will be final and binding on all parties.

8.4.4 Both parties shall endeavor to submit the grievance to the arbitrator within sixty (60) calendar days after filing of the appeal to Step 3.

#### **8.5 Immediate Arbitration**

8.5.1 In cases of alleged irreparable injury, the Association (only) may invoke "immediate arbitration." The purpose of this provision is to have a determination by the arbitrator of the propriety or impropriety of the intended action before the action/omission occurs. The parties shall, by mutual agreement, or "striking", choose an arbitrator within five (5) workdays of the grievance reaching Step 2, or use the usual "striking" procedures and timelines if the action is stayed pending a decision.

8.5.2 There shall be oral argument after the evidence is submitted. Post hearing briefs may be submitted by mutual agreement. Pre-hearing briefs may be submitted at the option of either party.

#### **8.6 General Conditions**

8.6.1 Any time limit may be extended by mutual agreement in writing.

8.6.2 An aggrieved employee may be represented by a representative of his/her choice and said representative is entitled to be present at all formal meetings, conference and hearings pertaining to the grievance.

## **SECTION 9 PEACEFUL RESOLUTION OF DIFFERENCES**

Both parties recognize the desirability of continuous and uninterrupted operation of the District during the term of this contract and the avoidance of disputes which threaten to interfere with such operation. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause to work interruptions during the period of this Memorandum of Understanding.

The Association accordingly agrees that during the period this Memorandum of Understanding, no strikes of any kind shall be caused or sanctioned by the Association.

The District agrees that no lockouts of employees shall be instituted by the District during the term of this Memorandum of Understanding.

## **SECTION 10 MANAGEMENT RIGHTS**

10.1 The District, on its own behalf and on behalf of the taxpayers of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and of the United States, including but without limiting the generality of the foregoing, the right:

10.1.1 To exercise executive management and administrative control of the District and its properties and facilities, and the duties of its employees during the hours of work.

10.1.2 To hire all employees and subjects to the provision of the law, to determine their qualifications and the conditions of their continued employment or their dismissal and/or assign and transfer such employees.

10.1.3 The exercise of the forgoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof, and the Constitution and laws of the United States.

## **SECTION 11 SAVINGS CLAUSE**

If any provision of this Memorandum of Understanding is held invalid, illegal or unenforceable by operation of law or by any tribunal of competent jurisdiction, such provision shall be separable, the remainder of this Agreement shall not be affected thereby.

**SECTION 12 TERM OF AGREEMENT**

This Memorandum of Understanding shall be effective as of the date signed and shall remain in full force and effect until June 30, 2021, unless the District and Association agree, in writing, sixty (60) days prior to the expiration date, to continue the Memorandum.

**SECTION 13 FULL UNDERSTANDING CLAUSE**

This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein; and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety, if they conflict with this Memorandum of Understanding.


It is agreed and understood that each party hereto voluntarily waives its rights to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein during the term of this Memorandum of Understanding. However, in the event of fiscal or operational crisis that could result in layoff of personnel and/or changes in statutory or decisional law, the District may implement change only after exhausting all obligations of meet and confer.


Nothing herein shall preclude or limit the District from making changes in matters not covered by the Memorandum but within the scope of representation. If the District intends to make such changes, it will give prior notice to the Association and an opportunity to meet and confer over said changes.

Nothing in this section shall preclude the parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this Memorandum of Understanding.

RATIFICATION

**Sonoma County Professional Firefighters Association**

  
\_\_\_\_\_  
Association President

  
\_\_\_\_\_  
Date

**Sonoma County Fire District**

  
\_\_\_\_\_  
President, Board of Directors

  
\_\_\_\_\_  
Date

April 4, 2018

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Firefighter	\$5,386	\$5,684	\$5,983	\$6,280
Engineer	\$6,440	\$6,711	\$6,987	\$7,272
Captain	\$7,767	\$8,067	\$8,365	\$8,667

January 1, 2020

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Firefighter	\$5,547	\$5,854	\$6,162	\$6,468
Engineer	\$6,633	\$6,912	\$7,196	\$7,490
Captain	\$8,000	\$8,309	\$8,616	\$8,927

January 1, 2021

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Firefighter	\$5,713	\$6,029	\$6,346	\$6,662
Engineer	\$6,832	\$7,119	\$7,411	\$7,714
Captain	\$8,240	\$8,558	\$8,874	\$9,195