



# Valley of the Moon Fire Protection District



**Special Board of Directors Meeting**

**July 26, 2018**



# Valley of the Moon Fire Protection District Special Board of Directors Meeting

July 26, 2018

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

Thursday, July 26, 2018 at 2:00 P.M.  
Location: Sonoma Valley Fire & Rescue Authority Station 1  
630 2<sup>nd</sup> 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 Brady, and Director Leen. Directors Greben and Brunton are excused.

3. PLEDGE OF ALLEGIANCE

4. CONFIRMATION OF AGENDA

Opportunity for the Board to reorder agenda items

5. COMMENTS FROM THE PUBLIC

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

**PUBLIC HEARING**

The Board will hold a public hearing for the purpose of considering the adoption of a resolution calling for a special election for Tuesday, November 6, 2018, on an ordinance authorizing the District to impose and levy a special tax to assist the District in meeting the current and future costs of continuing to provide authorized fire and emergency services; and exercising other rights and powers of the district; increasing the District's appropriations limit for the maximum period allowed by law to allow the use of the proceeds of the special tax; and requesting that the election be consolidated with any other election held on the same date in the same territory

6. PRESENTATIONS

7. CONSENT CALENDAR

8. FIRE CHIEF'S MONTHLY REPORT

9. OLD BUSINESS

Resolution 2018/2019-04 calling a special election for November 6, 2018 on an ordinance authorizing the District to impose and levy a special tax. **Action Item with roll call vote**

10. NEW BUSINESS

Resolution 2018/2019-05 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

12. COMMENTS FROM THE FLOOR

13. COMMENTS/REPORTS FROM THE BOARD

14. CLOSED SESSION

15. ADJOURNMENT

This meeting will be adjourned to a regular meeting on August 14, 2018 at 6:00 p.m. in the Training Room of Sonoma Valley Fire & Rescue Authority Station 1, located at 630 2<sup>nd</sup> 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 2<sup>nd</sup> 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

## Special Board of Directors Meeting

### Agenda Item Summary

July 26, 2018



<b>Agenda Item No.</b>	<b>Staff Contact</b>
9	Steve Akre, Fire Chief

#### Agenda Item Title

Resolution 2018/2019-04 calling a special election for November 6, 2018 on an ordinance authorizing the District to impose and levy a special tax.

#### Recommended Actions

Call for a special election on special tax for Nov. 6, 2018

#### Executive Summary

The Valley of the Moon Fire Protection District is seeking to impose and levy a special tax to provide a larger stable source of supplementary revenue to assist the District in meeting the rising costs of continuing to provide authorized fire and emergency services.

State law requires that the voters of the District approve a special tax and authorizes the District Board to call a special election for this purpose.

#### Alternative Actions

Decline to call special election

#### Strategic Plan Alignment

This effort is in alignment with Goal 1, Objective 1A: Develop a revised staffing model to meet current and future community and operational demands. It is also in alignment with Goal 4, Objective 4C: Explore future budgetary opportunities.

#### Fiscal Summary – FY 18/19

Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund (799)	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

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

#### Attachments

1. Resolution 2018/2019-04
2. Exhibit A – Ordinance 2018/2019-01
3. Attachment “A” for Exhibit A

Resolution No: 2018/2019-04  
Dated: July 26, 2018

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, CALLING A SPECIAL ELECTION FOR TUESDAY, NOVEMBER 6, 2018, ON AN ORDINANCE AUTHORIZING THE DISTRICT TO IMPOSE AND LEVY A SPECIAL TAX TO ASSIST THE DISTRICT IN MEETING THE COSTS OF CONTINUING TO PROVIDE AUTHORIZED FIRE AND EMERGENCY SERVICES AND EXERCISING OTHER RIGHTS AND POWERS OF THE DISTRICT, INCREASING THE DISTRICT'S APPROPRIATIONS LIMIT FOR THE MAXIMUM PERIOD ALLOWED BY LAW TO ALLOW THE USE OF THE PROCEEDS OF THE SPECIAL TAX, AND REQUESTING THAT THE ELECTION BE CONSOLIDATED WITH ANY OTHER ELECTION HELD ON THE SAME DATE IN THE SAME TERRITORY**

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**WHEREAS**, the amount of revenue available to the District from property taxes is inadequate to meet the costs of continuing to provide authorized fire and emergency services and exercising other rights and powers of the District; and

**WHEREAS**, a special tax would provide a larger stable source of supplementary revenue to assist in meeting such costs; and

**WHEREAS**, Article XIII A, section 4 and Article XIII C, section 2 of the California Constitution, Article 3.7 (commencing with Section 53720) of Chapter 4 of Division 2 of Title 5 of the California Government Code, Section 13911 of the California Health and Safety Code, and Article 3.5 (commencing with Section 50075) of Chapter 1 of Part 1 of Division 1 of Title 5 of the California Government Code authorize the Board, following notice and hearing, to propose the adoption of such an additional special tax and to submit the proposition to the voters of the District; and

**WHEREAS**, the Board desires to propose an ordinance authorizing the District to impose and levy a special tax to assist the District in meeting the costs of continuing to provide authorized fire and emergency services and exercising other rights and powers of the District; and

**WHEREAS**, state law requires that such an ordinance be submitted to the voters of the District for their approval, and authorizes the Board to call a special election for that purpose and to request consolidation of the election with any other election held on the same date in territory that is the same or is in part the same.

**NOW, THEREFORE**, the Board hereby resolves and orders as follows:

1. The Board finds and declares that the amount of revenue available to the District from property taxes is inadequate to meet the costs of continuing to provide authorized fire and emergency services and exercising other rights and powers of the District.
2. The Board finds and declares that imposing a special tax is necessary to establish a larger stable source of supplementary revenue to assist the District in meeting the costs of providing authorized services and exercising other rights and powers of the District.

3. The Board finds and declares that the District has complied with all laws requiring notice of the actions contained herein, and has held a public hearing as required by law.
4. The Board determines that an Ordinance authorizing the District to impose and levy a special tax having a maximum rate, as shown on Attachment "A" of the Ordinance, of \$200 per assessor's parcel number for residential and lodging properties; \$100 per assessor's parcel for agricultural and vacant land; and \$0.10 per square foot for commercial, industrial, and warehouse property; in order to assist the District in meeting the costs of continuing to provide authorized fire and emergency services and exercising other rights and powers of the District, shall be presented to the voters of the District. In accordance with Section 53739 of the California Government Code, the rate shall be adjusted each year for inflation by an amount equal to the annual adjustment factor determined pursuant to Section 7902 of the California Government Code and applied by the District to its appropriations limit. The Board further determines that the form of the Ordinance, which is hereby designated Ordinance No. 2018/2019-01, shall be as set forth in Exhibit "A," attached hereto and incorporated herein by this reference. Pursuant to state law, Ordinance No. 2018/2019-01 shall not go into effect unless it is approved by two-thirds of the votes cast by voters of the District voting upon the question of its approval.
5. The Board hereby calls a special election for Tuesday, November 6, 2018, and directs that the foregoing proposition shall be submitted to voters of the District at the election in the following manner:
  - (a) There shall be included on the ballot to be marked by the voters of the District, in addition to any other matters required by law, ballot language in the following form:

"In order to continue to provide fire and emergency services, shall Valley of the Moon Fire Protection District Ordinance No. 2018/2019-01, authorizing the District to impose and levy a special tax based on use codes shown on Attachment "A" of the Ordinance of \$200.00 for residential properties; \$100.00 for agricultural land; and \$0.10 per square foot for commercial properties; and increasing the District's appropriations limit to permit spending of the revenue raised by the special tax, be approved?"
  - (b) The ballot to be used at the election shall be both as to form and matter contained therein such as may be required by law. On the ballot, in addition to any other printed matter required by law, opposite the measure to be voted upon and to its right, the words "yes" and "no" shall be printed on separate lines with voting squares.
  - (c) The Sonoma County Registrar of Voters is hereby authorized, instructed, and directed to provide and furnish any and all official ballots, notices, printed matter, and all supplies, equipment, and paraphernalia that may be necessary to properly and lawfully conduct the election.

- (d) The Sonoma County Registrar of Voters shall give all notices required by law.
- (e) Arguments for and against the measure may be, and other analyses provided for by law shall be, submitted in accordance with law.
- (f) It is hereby requested that the election be consolidated with any other election held on the same date in territory that is the same or in part the same.
- (g) The canvass of ballots cast at the election shall be conducted in accordance with law.

6. The Clerk of the Board is directed to forward a certified copy of this resolution to the Sonoma County Board of Supervisors and to the Sonoma County Registrar of Voters.

**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 26<sup>th</sup> day of July 2018, on regular roll call vote of the members of said Board:

President Norton	Aye_____	No_____	Absent_____
Director Brunton	Aye_____	No_____	Absent_____
Director Greben	Aye_____	No_____	Absent_____
Director Brady	Aye_____	No_____	Absent_____
Director Leen	Aye_____	No_____	Absent_____
 Vote:	 Aye_____	 No_____	 Absent_____

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

**SO ORDERED:**

**ATTEST:**

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

\_\_\_\_\_  
Brian Brady, Clerk

**EXHIBIT "A"**

**ORDINANCE NO. 2018/2019-01**

**AN ORDINANCE OF THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT  
AUTHORIZING THE DISTRICT TO IMPOSE AND LEVY A SPECIAL TAX**

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The people of the Valley of the Moon Fire Protection District ordain as follows:

**SECTION I. DEFINITIONS.**

For the purposes of this ordinance, the following words and phrases shall have the meanings respectively ascribed to them by this section unless the context clearly requires a different meaning. The definition of a word or phrase applies to any of that word's or phrase's variants.

**"Special Tax"** means the special tax authorized by and imposed pursuant to this Ordinance. The additional special tax is a special tax within the meaning of Article XIII A, section 4 and Article XIII C, section 1 of the California Constitution.

**"Board of Directors"** means the Board of Directors of the Valley of the Moon Fire Protection District.

**"District"** means the Valley of the Moon Fire Protection District in Sonoma County, California.

**"Parcel of Real Property"** means a separate parcel of real property having a separate Assessor's parcel number as shown on the secured tax rolls of the County of Sonoma, or an assessment of a structural property on the unsecured tax rolls of the County of Sonoma, or an assessment made by the State Board of Equalization.

**SECTION II. AUTHORITY.**

This ordinance is adopted pursuant to Article XIII A, section 4, Article XIII B, section 4 and Article XIII C, section 2 of the California Constitution, Article 3.7 (commencing with Section 53720) of Chapter 4 of Division 2 of Title 5 of the California Government Code, Section 13911 of the California Health and Safety Code, and Article 3.5 (commencing with Section 50075) of Chapter 1 of Part I of Division 1 of Title 5 of the California Government Code.

**SECTION III. DETERMINATION OF NECESSITY.**

The amount of revenue available to the District from property taxes is inadequate to meet the cost of continuing to provide fire and emergency services pursuant to Section 13862 of the California Health and Safety Code. Therefore, the District must establish a larger stable source of supplementary revenue to assist in meeting the costs of providing such services and exercising the other rights and powers of the District.

#### **SECTION IV. PURPOSE OF SPECIAL TAX.**

The purpose for which the special tax shall be imposed and levied is to raise revenue for the District to use in meeting the costs of (1) continuing to provide fire and emergency services pursuant to Section 13862 of the California Health and Safety Code, and (2) exercising other rights and powers granted to the District in Chapter 5 (commencing with Section 13860) of Part 2.7 of Division 12 of the California Health and Safety Code.

#### **SECTION V. SPECIAL TAX AUTHORIZATION AND LIMIT.**

The Board of Directors is authorized to impose and levy the additional special tax each year on each parcel of real property within the District, except parcels of real property owned by a federal, state, or local agency, based on the use or right of use of the parcel and for the purpose stated in Section IV of this ordinance. As shown in Attachment "A" to this Ordinance, the special tax may be levied at a rate not to exceed \$200 per assessor's parcel number for residential and lodging properties; \$100 per assessor's parcel for agricultural and vacant land; and \$0.10 per square foot for commercial, industrial and warehouse property. In accordance with Section 53739 of the California Government Code, the rate shall be adjusted each year for inflation by an amount equal to the annual adjustment factor determined pursuant to Section 7902 of the California Government Code and applied by the District to its appropriations limit. The special tax shall be imposed in accordance with the schedule set forth in Exhibit "A," attached hereto and incorporated herein by this reference. The Board of Directors shall set the rate of the special tax each year as provided in Section VI of this Ordinance, provided that in no year shall the rate exceed the maximum specified in this section.

#### **SECTION VI. REPORT AND HEARING ON SPECIAL TAX.**

Each year prior to the imposition of the special tax, the Board of Directors shall cause a report to be prepared showing each parcel of real property subject to the special tax, the owner(s) thereof, the land use classification or classifications applied thereto, and the proposed levy thereon. Upon receipt of the report, the Board of Directors shall set a date for a public hearing thereon and shall cause notice of the hearing to be given pursuant to Section VIII of this ordinance. At the public hearing, the Board of Directors shall set the rate and make such corrections to the taxes proposed to be levied as may be required.

#### **SECTION VII. ANNUAL REPORT ON SPECIAL TAX REVENUES.**

Each year the District shall cause a report to be prepared and filed with the Board of Directors containing information regarding the amount of special tax revenues collected and expended as well as the status of projects funded with proceeds of the special tax.

#### **SECTION VIII. NOTICE OF HEARING.**

In the absence of state law specifying the procedure for giving notice, notice of any public hearing held pursuant to this ordinance shall be given by posting in at least three (3) public places within the District at least fifteen (15) days prior to the hearing and publishing twice pursuant to Section 6066 of the California Government Code in at least one (1) newspaper of general circulation within the District. The notice shall include the date, time, and place of the public hearing, a general explanation of the matter to be considered, and a statement of where additional information may be obtained.

**SECTION IX. COLLECTION.**

The special tax shall be collected in the same manner and subject to the same penalty as other charges and taxes collected by or on behalf of the District by the County of Sonoma. The Sonoma County Tax Collector may deduct reasonable administrative costs incurred in collecting the special tax and deposit the amounts deducted in the Sonoma County General Fund. In accordance with Article 1 (commencing with section 29300) of Chapter 2 of Division 3 of Title 3 of the California Government Code, there shall be added to the amount of the special tax an amount for the reasonable administrative costs incurred in collecting the special tax.

**SECTION X. SEVERABILITY CLAUSE.**

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The people of the Valley of the Moon Fire Protection District hereby declare that they would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION XI. EFFECTIVE DATE.**

This Ordinance shall take effect the day following its approval by two-thirds of the District’s qualified voters voting on its approval at the special election on November 6, 2018.

**APPROVED**, by a two-thirds vote of the voters of the Valley of the Moon Fire Protection District at the special election held on November 6, 2018, and

**SO ORDERED.**

**ATTEST:**

\_\_\_\_\_  
President, Board of Directors  
Valley of the Moon Fire Protection District

\_\_\_\_\_  
Clerk of the Board of Directors

Attachment "A"

EXHIBIT A

Valley of the Moon Fire Protection District 2018 Special Tax

Parcel – Use Codes\*\*

Use Code Summaries	Rate Per APN	Rate Per Additional Unit	Charge Base
Single Family Residential	\$200	\$100	Flat Rate
Multi-Family Residential	\$200	\$100	Flat Rate
Hotel/Motel Lodging	\$200	\$100	Flat Rate
Mobile Home/Campground Spaces	\$200	\$50	Space
Clubs and Lodge Halls	\$200	N/A	Flat Rate
Agricultural Land (No Structures)	\$100	N/A	Flat Rate
Vacant Land	\$100	N/A	Flat Rate
Commercial/Industrial	\$0.10	N/A	SQ FT
Warehouse	\$0.10	N/A	SQ FT

Use Code Classification Details	(as adopted and amended by the County of Sonoma)
Mobile Home/Campground Spaces	090, 091, 092, 093, 681
Vacant Land	000,001,002, 003, 004, 005, 006, 016, 040, 050, 100, 101, 080, 081, 082, 301, 302, 420, 422, 510, 522, 540, 560, 570, 580, 680, 810, 812, 850, 851, 860, 870, 862, 871, 890, 891.
Single Family Residential	010, 013, 014, 015, 016, 017, 018, 022, 023, 051, 054, 055, 056, 421, 423, 425, 471, 541, 546, 555, 561,
Multi-Family Residential	021, 011, 031, 032, 034, 035, 041, 042, 044, 046, 052, 057, 511, 521, 523, 558, 751, 752
Hotel/Motel/Lodging	060, 063, 066, 067, 068,
Commercial/Industrial	062, 071, 110, 112, 113, 120, 121, 140, 141, 152, 154, 170, 171, 175, 178, 179, 190, 193, 198, 201, 202, 210, 213, 214, 231, 240, 250, 254, 255, 259, 260, 262, 263, 280, 281, 283, 290, 291, 310, 311, 330, 331, 332, 350, 361,370, 380, 381, 391, 393, 481, 482, 610, 630, 640, 661, 710, 720, 722, 830,
Warehouse	320, 329, 352, 353, 394
Clubs and Lodge Halls	640



# Valley of the Moon Fire Protection District

## Special Board of Directors Meeting

### Agenda Item Summary

July 26, 2018

**Agenda Item No.**

10

**Staff Contact**

Stephen Akre, Fire Chief

**Agenda Item Title**

Resolution 2018/2019-05 amending the salary and benefit schedule of employees covered by the Memorandum of Understanding

**Recommended Actions**

Amend Memorandum of Understanding

**Executive Summary**

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:

Year 1 (July 1, 2018 through June 30, 2019)

- 1% salary increase
- Remove 2,088-hour sick leave accrual cap
- Allow for unlimited sick leave credit to be applied as service credit upon retirement (requires amendment with SCERA)
- Establish sick leave incentive program (56-hour staff: provide 1 shift of vacation if an employee uses 2 shifts or less of sick leave in calendar year; 40-hour staff: provide 16 hours of vacation if an employee uses 24 hours or less of sick leave in a calendar year.)
- Allow buyback of an additional 96 hrs. of vacation accrual (non-pensionable)

Year 2 (July 1, 2019 through June 30, 2020)

- 2% salary increase

**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 18/19**

Expenditures		Funding Source(s)	
Budgeted Amount	\$33,506	District General Fund	\$14,408
Add. Appropriations Req'd.	\$	Fees/Other	\$19,098
		Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$33,506</b>	<b>Total Sources</b>	<b>\$</b>

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

**Attachments**

1. Memorandum of Understanding
2. Resolution 2018/2019-05

**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, 2018 THROUGH JUNE 30, 2020**

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## DEFINITIONS

1. ANNIVERSARY DATE - Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.
2. 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, 2018 through June 30, 2020.

This Agreement has been arrived at as a result of meeting and conferring in good faith with two (2) members of the negotiating team for the Valley of the Moon Fire Protection District Board of Directors under the provisions of Section 3500-3509 of the Government Code of the State of California and by Resolution No. 2018/2019-05.

### **ARTICLE 2    RECOGNITION**

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

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

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

### **ARTICLE 3    SEVERENCE**

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

### **ARTICLE 4    SOLE AGREEMENT**

1. The policies collected in the Memorandum of Understanding constitute the entirety of the policies which are subject to the meet and confer obligation as agreed to by the parties.

2. 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 normal work week for the Training Officer (schedule to be determined by Operations Battalion Chief) and Fire Mechanic (schedule to be determined by the Logistics Battalion Chief) is forty (40) hours. (The Training Officer's schedule must include Thursday evenings to accommodate Volunteer drills.)
3. For the efficient operation of the District shift personnel, upon written notification, may be temporarily reassigned by the Chief to a forty (40) hour work week schedule. Reasons for reassignment may include: light duty, as a result of a workers' compensation injury; schools and seminars; special administrative assignment; disciplinary action; or probationary

orientation/training. Shift personnel reassigned to a forty (40) hour work week shall continue to accrue all benefits based on the fifty-six (56) hour work week.

4. If a reduction in the weekly duty schedule, different from that specified above, is mandated by legislative or judicial action, the parties to this Memorandum of Understanding shall meet and confer concerning the effect of the reduction in the weekly duty schedule or such fringe benefits as vacation and sick leave.

#### **ARTICLE 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 July 2, 2018. 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 25<sup>th</sup>

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

The afternoon of December 24th – Christmas Eve

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

- (a) And every day appointed by the President of the United States or the Governor of the State of California., which is observed by employees of the appointing authority (e.g. Federal employees are given the day off if the President declares a holiday).
2. Fire Captains, Fire Engineers and Firefighters shall receive pay for the recognized holidays whether scheduled on or off duty, by the following formula:
    - 12 hours of pay per holiday not to exceed one hundred and fifty-six (156) hours per year.
    - (a) Holiday pay will be paid to employees on the 12<sup>th</sup> and 25<sup>th</sup> pay periods of each calendar year.
  3. The Fire Mechanic working a forty (40) hour week schedule will be given the holiday off.
  4. Employees who are on duty on either a holiday or Sunday will follow the holiday routine outlined in the District procedures, which shall include:
    - Daily apparatus and equipment check.
    - Normal station duties and routine for cleanliness.
    - Emergency equipment repair.
    - Response to incidents.
    - Completion of all required forms and reports.

**ARTICLE 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:

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 on the 12<sup>th</sup> and 25<sup>th</sup> pay periods of each calendar year, or they may take the option to receive prorated payments with each payroll check.
5. Employees transferring from the City of Sonoma shall retain their current longevity accrual benefit effective their last calendar day employed with the City of Sonoma as newly hired employees of the District. Years of service will transfer from the previous employer and continue for consecutive years.

#### **ARTICLE 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 will remain in effect for the duration of this Memorandum of Understanding, unless the parties, as herein below provided, agree otherwise.
2. The District agrees to contribute its proportional share towards employees' retirement in accordance with the rules and regulations applicable to public safety members of the Sonoma County Employees' Retirement Association.
3. Government Code, Section 31581.2, permits the District to agree to pay any portion of retirement contributions required to be paid by an employee. All such payments shall be in lieu of wages and shall be reported simply as normal contributions and shall be credited to employee accounts. The enactment of a resolution pursuant to Section 31581.2, shall not create vested rights in any employee. The District may amend or repeal the resolution at any time, subject to the provisions of Government Code Sections 3504 and 3505, or any similar rule or regulation of the District. The California Public Employees' Pension Reform Act of 2013 [AB 340, §7522.30(c)] prohibits the employer from paying any portion of the employee retirement contribution for those employees hired after December 31, 2012 and that are enrolled in Plan B.
  - a. For employees hired prior to January 1, 2013, and employees in Plan A hired on or after January 1, 2013, the following employee contributions apply:
    - Plan "A" Safety Employees shall be responsible for 100% of the age-based employee contribution rate plus an additional 3% toward normal cost with a cap of 12%.

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

**ARTICLE 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.
2. The Training Officer and Fire Mechanic working a forty (40) hour schedule shall accrue sick leave at the rate of twelve (12) eight (8) hour days annually.
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) will be applied towards service credit with SCERA.
  - (b) If one hundred percent (100%) of benefit has been attained (to be determined by SCERA), employee will be paid fifty percent (50%) of unused sick leave, up to a maximum of ninety (90) eight-hour days or thirty (30) shifts (720 hours). This is to be paid to the employee in cash at the employee’s hourly rate of pay at the time of retirement.
6. Sick Leave Incentive Program: Shift members using forty-eight (48) hours or less of sick leave, from the first day of the first pay period that begins in January through the last day of the last pay period that ends in December, shall earn one (1) twenty-four hour shift of vacation. Forty (40) hour members using twenty four (24) hours or less of sick leave, on a calendar-year basis, shall earn sixteen (16) hours of vacation.
7. Sick leave may be utilized for physical illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. Refer to District criteria and procedures on sick leave usage.
8. 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.
9. The District can authorize the use of family sick leave, in excess of ten (10) eight hour days or six (6) shifts, in those instances where it is necessary for an employee to care for an immediate family member who has a serious long term illness, injury or incapacitation. It will be the individual employee's responsibility to request the use of additional accrued sick leave for this purpose. Appropriate documentation of the long term illness, injury or incapacitation is to be submitted to the Chief for consideration.
  10. Employees shall have forty-eight (48) hours of sick leave designated as "Alternate Leave" per calendar year. The forty-eight (48) alternate leave hours may be used for any reason of the employee's choosing subject to scheduling considerations by the Fire Chief. Alternate leave cannot accumulate but must be used during the calendar year in which it is granted.
  11. When applicable, "Federal Family Medical Leave" runs concurrently with sick leave.
  12. The District has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.

**ARTICLE 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 Training Officer and Fire Mechanic shall accrue annual vacation leave as follows:

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

3. Vacation leave shall be accrued during the twenty-four (24) month probationary period; however, no vacation leave will be granted until the employee has completed one (1) full year of employment based on the employee's anniversary date of hire.
4. Employees accrue vacation leave on a 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. On the 12<sup>th</sup> and 25<sup>th</sup> payrolls of each year, employees will have the option of receiving payment for a maximum of ninety-six (96) hours of their accrued vacation leave. All hours cashed out will be at the employee's current hourly base rate of pay and each hour cashed out will be deducted from their balance of accrued vacation leave. A maximum of ninety-six (96) hours of cashed-out vacation leave per year is pensionable.

**ARTICLE 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 working a forty (40) or fifty-six (56) hour schedule and their eligible dependents. As of July 1, 2018, Health, Dental, and Vision care insurance plans currently include: FDAC EBA Medical Program, Sonoma County affiliated Delta Dental Plan, and Vision Service Plan.
2. The District shall contribute, based on the individual employee's family status, an amount not to exceed specific premium costs associated with the FDAC EBA (Employment Benefits Authority). The Kaiser Premium HMO Health Plan was chosen by Local 3593 and the administrative staff as the plan to use for a cap.
  - (a) Employees who choose a health plan that exceeds the limits set herein, will be required to pay the difference in premium through payroll deduction.
3. The District shall contribute an amount equal to 100% of the entire cost of the respective dental and vision insurance coverage.
4. The District also provides, at no cost to the employee, the "Employee Assistance Program", sponsored by the District Insurance carrier FDAC/FASIS. This provision is not applicable to retirees.
5. Effective 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 John Hancock 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 percent (40%) plan contribution, the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).
  - (a) In the event of the retiree's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plan(s) under the 40% payment provision until remarriage or death.
7. **Employees hired on or after January 1, 2006:** Employees hired on or after January 1, 2006 are not eligible for District-paid health, dental, or vision care insurance benefit plans at retirement. The District will permit a retiree, who is covered by this specific provision, to continue to participate in the District's plans provided the retiree pays 100% of the premium for said plan(s). This shall continue on a monthly basis until either: the retired employee fails to make the one hundred percent (100%) contribution to the plan(s), the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).
  - (a) In the event of the retired employee's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plans under the 100% payment provision until remarriage or death.
8. The District will not be liable for costs associated with any other health insurance benefit plans a retired employee joins, beyond those provided by the District to its retirees.
9. The District maintains the right to change health plan providers as circumstances warrant.

## 10. Health Insurance Opt Out

### (a) Proof of Existing Alternative Equivalent Coverage

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

### (b) Opt-Out Rate

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

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

### **ARTICLE 33 GRIEVANCE PROCEDURE**

1. Definition: A grievance is any dispute that involves the interpretation or application of any provisions of this Memorandum of Understanding: disciplinary action, or rules, regulations, resolutions, ordinances, and existing practices that govern personnel practices and working conditions.
2. A grievance shall be processed in the following manner:
  - (a) The Firefighters' Association Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If in its opinion no grievance exists, no further action is necessary. This does not limit the rights of the individual employee to pursue the grievance on their own.
  - (b) If a grievance does exist, they shall within fifteen (15) business days after the event or at such time that they became aware that a grievable event occurred, with or without the physical presence of the aggrieved employee, present the grievance to the Chief of the District for adjustment.

- (c) If within fifteen (15) business days after submission to the Chief, the grievance has not been settled, it shall then be submitted to the President of the Board of Directors' "Personnel Committee" for adjustment.
- (d) If within fifteen (15) business days after submission to the "Personnel Committee" the grievance has not been settled, the District hereby recognizes the right of the aggrieved employee to seek such further relief as may be granted under California law.
- (e) A "Class Action Grievance" may be filed and pursued by any employee or the Association.
- (f) The Association or individual employee shall have the right to representation at any or all steps of the grievance process.

**ARTICLE 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, and reasonable time off during regular work hours without loss of compensation or other benefits for the purpose of taking up said grievance. The grievant and/or the authorized Local 3593 representative shall obtain the approval of the Chief or other authorized management official before leaving his/her duty or work station or assignment for the purpose of processing a grievance.

**ARTICLE 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 its 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, 2018 through June 30, 2020.

**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 26<sup>th</sup> day of July 2018.

Sonoma Valley Professional  
Firefighters' Association, IAFF  
Local 3593

Valley of the Moon Fire  
Protection District

By \_\_\_\_\_  
William Harper, President      Date

By \_\_\_\_\_  
Nicholas Greben, Vice President      Date

By \_\_\_\_\_  
Michael B. Cyr, Vice President      Date

By \_\_\_\_\_  
Brian Brady, Clerk      Date

**APPENDIX 'A'**

**SALARY PLAN**

**July 1, 2018 through June 30, 2020**

All classifications reflect salary increase or modification as follows:

**Fire Mechanic**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>July 2, 2018</i>	Monthly:	6,005	6,185	6,371	6,562	6,756
	Hourly:	34.64	35.68	36.76	37.86	38.99
<i>July 1, 2019</i>	Monthly:	6,125	6,309	6,498	6,693	6,891
	Hourly:	35.34	36.40	37.49	38.61	39.76

**Firefighter**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>July 2, 2018</i>	Monthly:	6,005	6,185	6,371	6,562	6,756
	Hourly:	24.68	25.42	26.18	26.97	27.76
<i>July 1, 2019</i>	Monthly:	6,125	6,309	6,498	6,693	6,891
	Hourly:	25.17	25.93	26.70	27.51	28.32

**Engineer**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>July 2, 2018</i>	Monthly:	6,962	7,171	7,386	7,607	7,836
	Hourly:	28.61	29.47	30.35	31.26	32.20
<i>July 1, 2019</i>	Monthly:	7,101	7,314	7,534	7,759	7,993
	Hourly:	29.18	30.06	30.96	31.89	32.85

**Captain**

		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
<i>July 2, 2018</i>	Monthly:	8,071	8,313	8,563	8,819	9,084
	Hourly:	33.17	34.16	35.19	36.24	37.33
<i>July 1, 2019</i>	Monthly:	8,232	8,479	8,734	8,995	9,266
	Hourly:	33.83	34.85	35.89	36.97	38.08

**Paramedic Differential:**

1. Effective July 1, 2017, employees who maintain paramedic certification will receive a 5% paramedic premium per month over their base salary which is incorporated into the employee's base salary and hourly rate of pay.
2. The District shall provide reimbursement, with approval of the Chief, for expenses incurred for Continuing Education training as follows:
  - (a) A Continuing Education maintenance allowance program will contain the following points:
    - Each paramedic will receive \$300.00 per year for the purpose of defraying costs in attaining Continuing Education credit. The funds will be distributed in increments of \$150.00 in June and December.

- Employees will not be eligible for a scheduled Continuing Education maintenance allowance unless they had completed at least six months of full time regular employment.
- Overtime will not be paid for time spent gaining Continuing Education credit.
- Upon receipt, it will be the sole responsibility of the employee to manage these funds to ensure that Continuing Education costs were defrayed. This will include choosing which Continuing Education opportunities to participate in.

### **Training Officer**

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

Resolution No: 2018/2019-05  
Dated: July 26, 2018

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON  
FIRE PROTECTION DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA,  
AMENDING THE SALARY AND BENEFIT SCHEDULE OF EMPLOYEES  
COVERED BY THE MEMORANDUM OF UNDERSTANDING**

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**WHEREAS**, the Board of Directors of the Valley of the Moon Fire Protection District, by adoption of Resolution 2016/2017-07, dated December 13, 2016, 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 2016/2017-07, which extends to the Memorandum of Understanding, replacing it with Resolution 2018/2019-05.

**BE IT FURTHER RESOLVED** the Board of Directors of the Valley of the Moon Fire Protection District hereby adopts Resolution Number 2018/2019-05, which amends the salary and benefit schedule for those employees covered by the Memorandum of Understanding for the period commencing July 1, 2018 and ending June 30, 2020.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Valley of the Moon Fire Protection District this 26<sup>th</sup> day of July 2018, on regular roll call vote of the members of said Board:

President Norton	Aye_____	No_____	Absent_____
Director Brunton	Aye_____	No_____	Absent_____
Director Greben	Aye_____	No_____	Absent_____
Director Brady	Aye_____	No_____	Absent_____
Director Leen	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

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

**SO ORDERED:**

**ATTEST:**

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

\_\_\_\_\_  
Brian Brady, Clerk