



Valley of the Moon Fire Protection District



Board of Directors Meeting

November 8, 2016



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Board of Directors Meeting

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

Tuesday, November 8, 2016 at 6:00 P.M.
Location: Sonoma Valley Fire & Rescue Authority Station #1
630 2nd Street West, Sonoma, California 95476

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

1. CALL TO ORDER

2. ROLL CALL & DETERMINATION OF A QUORUM

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

3. PLEDGE OF ALLEGIANCE

4. CONFIRMATION OF AGENDA

Opportunity for the Board to reorder agenda items

5. COMMENTS FROM THE PUBLIC

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

6. PRESENTATIONS

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

7. CONSENT CALENDAR

a) Approval of minutes for special meeting of October 10, 2016. **Action Item**

b) Approval of minutes for regular meeting of October 11, 2016. **Action Item**

8. FIRE CHIEF'S MONTHLY REPORT

Chief's activity report for October 2016

9. OLD BUSINESS

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

10. NEW BUSINESS

Resolution 2016/2017-06 amending the salary and benefit schedule of employees covered by the Administrative Agreement for Management and Administrative Employees and the employees covered by the General Employee Agreement. **Action Item with roll call vote**

11. OTHER BUSINESS TO COME BEFORE THE BOARD

Swearing in of Board members for new terms

12. COMMENTS FROM THE FLOOR

13. COMMENTS FROM THE BOARD

14. CLOSED SESSION

15. ADJOURNMENT

This meeting will be adjourned to a regular meeting on December 13, 2016 at 6:00 p.m. in the Training Room of Sonoma Valley Fire & Rescue Authority Station 1, located at 630 2nd Street West, Sonoma.

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

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

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



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

November 8, 2016



Agenda Item No.		Staff Contact	
7A		Georgette Darcy, Admin. Analyst/Secretary to Board	
Agenda Item Title			
Approval of minutes for special meeting of October 10, 2016			
Recommended Actions			
Approve the minutes			
Executive Summary			
The minutes have been prepared for Board review and approval.			
Alternative Actions			
Correct or amend minutes prior to approval			
Strategic Plan Alignment			
Not applicable			
Fiscal Summary – FY 16/17			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.		Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Not required			
Attachments			
Minutes for October 10, 2016 special meeting			

VALLEY OF THE MOON FIRE PROTECTION DISTRICT

SPECIAL BOARD OF DIRECTORS MEETING MINUTES

October 10, 2016

1. CALL TO ORDER

Director Norton called the meeting to order at 9:04 a.m.

2. ROLL CALL & DETERMINATION OF A QUORUM

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

3. PLEDGE OF ALLEGIANCE

Director Leen led the Pledge of Allegiance.

4. CONFIRMATION OF AGENDA

There were no changes to the agenda.

5. COMMENTS FROM THE PUBLIC

None

6. PRESENTATIONS

None

7. CONSENT CALENDAR

No items for consent calendar

8. FIRE CHIEFS' MONTHLY REPORT

9. OLD BUSINESS

None

10. NEW BUSINESS

None

11. OTHER BUSINESS TO COME BEFORE THE BOARD

None

12. COMMENTS FROM THE FLOOR

None

13. COMMENTS FROM THE BOARD

None

14. CLOSED SESSION

The meeting was adjourned at 9:07 a.m. for a closed session.

PUBLIC EMPLOYEE APPOINTMENT

Pursuant to Government Code Section 54957; title: Fire Chief

The Board emerged from closed session at 11:41 a.m. Director Norton announced that the Board voted unanimously to offer the Fire Chief position to Steve Akre and commence contract discussions.

15. ADJOURNMENT

The meeting was adjourned at 11:44 a.m. to a regular meeting on October 11, 2016 at 6:00 p.m. in the Training Room at Station 1, located at 630 Second Street West, Sonoma.

Respectfully submitted,

Georgette Darcy

President Brunton

Director Norton

Director Greben

Director Brady

Director Leen



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

November 8, 2016



Agenda Item No.		Staff Contact	
7B		Georgette Darcy, Admin. Analyst/Secretary to Board	
Agenda Item Title			
Approval of minutes for regular meeting of October 11, 2016			
Recommended Actions			
Approve the minutes			
Executive Summary			
The minutes have been prepared for Board review and approval.			
Alternative Actions			
Correct or amend minutes prior to approval			
Strategic Plan Alignment			
Not applicable			
Fiscal Summary – FY 16/17			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.		Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Not required			
Attachments			
Minutes for October 11, 2016 regular meeting			

VALLEY OF THE MOON FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

October 11, 2016

1. CALL TO ORDER

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

2. ROLL CALL & DETERMINATION OF A QUORUM

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

3. PLEDGE OF ALLEGIANCE

Director Leen led the Pledge of Allegiance.

4. CONFIRMATION OF AGENDA

Item 14. Closed Session was moved to follow Item 5. Comments from the Public.

5. COMMENTS FROM THE PUBLIC

None

6. PRESENTATIONS

None

7. CONSENT CALENDAR

Approval of minutes for regular meeting of September 13, 2016

M/S/P Brady/Leen to approve minutes for September 13, 2016. Passed 4 ayes

8. FIRE CHIEFS' MONTHLY REPORT

Fire Chief Freeman gave his activity report for September 2016.

9. OLD BUSINESS

None

10. NEW BUSINESS

a) Resolution 2016/2017-05 amending the District's Conflict of Interest Code.

M/S/P Brunton/Leen to amend the District's Conflict of Interest Code. Passed 5 ayes

b) Decide if the VOM District should take a public position in support of County Measure L.

M/S/P Greben/Brady to take public position in support of County Measure L. Passed 4 ayes. Director Leen abstained.

11. OTHER BUSINESS TO COME BEFORE THE BOARD

The Graton Fire Dept. and the Graton Firefighters' Association will host the next SCFDA meeting on Thursday, October 20th at the Graton fire station.

12. COMMENTS FROM THE FLOOR

None

13. COMMENTS FROM THE BOARD

President Norton announced that the Board is recommending Steve Akre for the position of new Fire Chief, pending background testing.

14. CLOSED SESSION

The meeting was adjourned at 6:05 p.m. for a closed session.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: Significant exposure to litigation pursuant to Subdivision D of Government Code Section 54956.9; one potential case.

Report on closed session:

The Board emerged from closed session at 6:40 p.m. President Norton reported that the Board directed the Fire Chief to pay the FLSA settlement to employees that have consented to sign the settlement agreement.

15. ADJOURNMENT

The meeting was adjourned at 6:59 p.m. to a regular meeting on November 8, 2016 at 6:00 p.m. in the Training Room at Station 1, located at 630 2nd Street West, Sonoma.

Respectfully submitted,

Georgette Darcy

President Norton

Director Brunton

Director Greben

Director Brady

Director Leen



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

November 8, 2016



Agenda Item No.		Staff Contact	
9		Georgette Darcy, Admin. Analyst/Secretary to Board	
Agenda Item Title			
Revision to Resolution 2016/2017-05 Exhibit "A" for District's Conflict of Interest Code			
Recommended Actions			
Accept revision to Exhibit "A"			
Executive Summary			
After receiving the approved Resolution 2016/2017-05, the County asked for corrections to the entries for Disclosure Categories in Exhibit "A." The entries should refer to type of disclosure category and not the number of members in each position.			
Alternative Actions			
Request more information			
Strategic Plan Alignment			
Not applicable			
Fiscal Summary – FY 15/16			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
		Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Attachments			
Revised Exhibit "A" for Resolution 2016/2017-05			

Resolution No: 2016/2017-05
Dated: October 11, 2016

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON
FIRE PROTECTION DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA,
AMENDING THE FIRE DISTRICT'S CONFLICT OF INTEREST CODE
RELATIVE TO THE CLASSIFICATION OF DIVISION CHIEF
AND TO REFLECT THE RENAMING OF THAT
CLASSIFICATION TO BATTALION CHIEF**

WHEREAS, the Board of Directors of the Valley of the Moon Fire Protection District, by approval of Resolution 2006/2007-01, dated July 11, 2006, adopted amendments to the Fire District's Conflict of Interest Code; and

WHEREAS, by adoption of Resolution 2006/2007-01, the Board of Directors designated which members and employee positions were required to file statements of economic interest with the Sonoma County Clerk's Office, with those positions being the members of the Board of Directors, Fire Chief, Division Chief, and Consultants; and

WHEREAS, the Board of Directors, by adoption of Resolution 2014/2015-03, dated August 12, 2014, renamed the classification of Division Chief to that of Battalion Chief, and

WHEREAS, to comply with the requirements of the Political Reform Act, Government Code section 81000, *et seq.*, requires that state and local government agencies reflect changes in designated positions, and

WHEREAS, the renaming of the Division Chief classification to that of Battalion Chief requires amendment to Valley of the Moon Fire Protection District's Conflict of Interest Code.

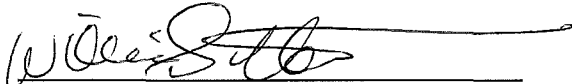
NOW THEREFORE BE IT RESOLVED, the Board of Directors of the Valley of the Moon Fire Protection District hereby amends the Fire District's Conflict of Interest Code, adopted by Resolution 2006/2007-01, to reflect the naming of the classification of Division Chief to that of Battalion Chief as listed in Exhibit "A" attached hereto.

IN REGULAR SESSION, the foregoing resolution was introduced by Director BRUNTON, who moved for its adoption, seconded by Director LEEN, and passed by the Board of Directors of the Valley of the Moon Fire Protection District this 11th day of October 2016, on regular roll call vote of the members of said Board:

President Norton	Aye <u>X</u>	No _____	Absent _____
Director Brunton	Aye <u>X</u>	No _____	Absent _____
Director Greben	Aye <u>X</u>	No _____	Absent _____
Director Brady	Aye <u>X</u>	No _____	Absent _____
Director Leen	Aye <u>X</u>	No _____	Absent _____
Vote:	Aye <u>5</u>	No _____	Absent _____

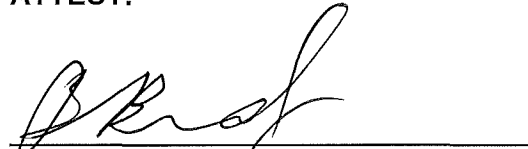
WHEREUPON, the President declared the foregoing resolution adopted, and

SO ORDERED:



William Norton, President

ATTEST:



Brian Brady, Clerk

VALLEY OF THE MOON FIRE PROTECTION DISTRICT

EXHIBIT "A"

~~Amended Revised October 14~~ November 8, 2016

Designated Positions

Disclosure Categories

Members of the Board of Directors

~~5~~1

Fire Chief

1

Battalion Chief

~~3~~1

Consultants

Disclosure Categories

Disclosure Category 1:

Investments and business positions in business entities, and income from sources, which provide services, supplies, materials, machinery or equipment of the type utilized by the District. Only investments in and sources of income from business entities, and sources of income, which do business in Sonoma County, plan to do business in Sonoma County, or have done business in Sonoma County within the past two years should be reported.

VALLEY OF THE MOON FIRE PROTECTION DISTRICT

EXHIBIT "A"

Revised November 8, 2016

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Members of the Board of Directors	1
Fire Chief	1
Battalion Chief	1
Consultants	

Disclosure Categories

Disclosure Category 1: Investments and business positions in business entities, and income from sources, which provide services, supplies, materials, machinery or equipment of the type utilized by the District. Only investments in and sources of income from business entities, and sources of income, which do business in Sonoma County, plan to do business in Sonoma County, or have done business in Sonoma County within the past two years should be reported.



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

November 8, 2016



Agenda Item No.

10

Staff Contact

Mark Freeman, Fire Chief

Agenda Item Title

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

Recommended Actions

Amend agreements for Management and Administrative Employee and General Employee groups

Executive Summary

Two designated Board members met with a representative of the Management and Administrative Employees group, and the Fire Chief met with the employees covered by the General Employee Agreement. The resulting contracts are being presented to the Board for approval. Amendments to agreements are as follows:

Year 1 (July 1, 2016 through June 30, 2017)

- 2.5% salary increase
- Salary reclassification of Fire Marshal to Battalion Chief schedule
- Additional step in longevity after 20 years of service to 9%
- Employee retirement contribution increased to 10.5% (safety employees)
- Additional 4 hours paid holiday for Christmas Eve (40-hour employees)
- Restructure salary schedule of Administrative Analyst position to include management differential

Year 2 (July 1, 2017 through June 30, 2018)

- 2.5% salary increase
- Increase top-step longevity after 20 years of service to 10%
- Employee retirement contribution increased to 12% (safety employees)

Alternative Actions

Request additional information or changes to agreements before amendment

Strategic Plan Alignment

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

Fiscal Summary – FY 15/16

Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$19,648.42
Add. Appropriations Req'd.	\$45,694.00	Fees/Other	\$26,045.58
		Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
Total Expenditure	\$45,694.00	Total Sources	\$45,694.00

Narrative Explanation of Fiscal Impacts (if required)

Attachments

1. Administrative Agreement for Management and Administrative Employees 2016-2018
2. General Employee Agreement 2016-2018
3. Resolution 2016/2017-06

ADMINISTRATIVE AGREEMENT
BETWEEN THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT
AND
MANAGEMENT & ADMINISTRATIVE EMPLOYEES
FOR THE PERIOD OF
JULY 1, 2016 THROUGH JUNE 30, 2018

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DEFINITIONS

1. ANNIVERSARY DATE - Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.
2. BOARD - Shall mean the Board of Directors of the Valley of the Moon Fire Protection District.
3. CHIEF – As determined by the Board of Directors, shall mean the Fire Chief of the District or Fire Chief of the Sonoma Valley Fire & Rescue Authority.
4. DISTRICT - Shall mean the Valley of the Moon Fire Protection District.
5. EMPLOYEES - Shall mean all Management and Administrative employees who are covered by this Agreement.
6. EMPLOYER (also referred to as DISTRICT) - Shall mean the Valley of the Moon Fire Protection District.
7. MANAGEMENT - Shall mean the Board of Directors and Chief Officers of the Valley of the Moon Fire Protection District and Chief Officers under the Sonoma Valley Fire & Rescue Authority.
8. SONOMA VALLEY FIRE & RESCUE AUTHORITY – Is a Joint Powers Authority formed by the City of Sonoma and Valley of the Moon Fire Protection District pursuant to the Joint Exercise of Powers Act. The purpose of the authority is to provide for the common management, administration and operations of fire protection services by employing common use of facilities, resources and personnel under a common management and administrative system
9. RETIREMENT - Shall mean a condition by which an employee has terminated their employment, with the District, by retiring through the Sonoma County General Retirement System.

GENERAL PROVISIONS

ARTICLE 1 PREAMBLE

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

This Agreement shall be presented to the Valley of the Moon Fire Protection District Board of Directors as recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing on July 1, 2016 through June 30, 2018.

This Agreement has been arrived at as a result of meeting and conferring in good faith with two (2) members of the negotiating team for the Valley of the Moon Fire Protection District Board of Directors under the provisions of Section 3500-3509 of the Government Code of the State of California and by Resolution No. 2016/2017-06.

ARTICLE 2 RECOGNITION

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

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

ARTICLE 3 SEVERENCE

1. If any provision of this Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.
2. In the event that any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable, the District and representatives of the management and administrative employees agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed provision of the agreement and shall not in any way modify or impact the remaining provisions of the existing Agreement.
3. Employment of the Fire Chief at the Valley of the Moon Fire Protection District is offered on an "at will" basis within the meaning of California Labor Code §2922. This means that either the Fire Chief or the District may end the relationship at any time with or without cause or notice.

ARTICLE 4 FULL FORCE AND EFFECT

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

ARTICLE 5 MANAGEMENT RIGHTS

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

- to reprimand, suspend, discharge, or otherwise discipline employees for cause;
- to hire employees, determine their qualifications and assign and direct their work;

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

ARTICLE 6 HOURS OF WORK

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

ARTICLE 7 OVERTIME

Management and administrative employees are considered to be "Exempt" employees and not normally entitled to overtime; however, Battalion Chiefs that cover operational shifts other than those assigned to them, will be compensated at one and one-half (1-1/2) times the hourly rate.

PAY PROVISIONS

ARTICLE 8 SALARY

1. The Salary Plan, as contained in Appendix 'A', shall be amended for all classifications listed in Article 2 (RECOGNITION), effective January 1, 2007. Appendix 'A' is hereby incorporated in and made a part of this Agreement.
2. Normally a management or administrative employee will start at Step A, however an appointment to a higher step may be recommended by the Chief, or in the case of the Chiefs classification the Board of Directors. Such recommendation must meet with approval of the Board of Directors. This action would be based on previous experience and other qualifications shown by the appointed employee.
3. Newly employed employees, to a management or administrative employee class, will be eligible to advance from Step A to Step B after six (6) months of employment, and shall serve in each succeeding Step for a period of one (1) year before advancing to the next step on their anniversary date.
 - (a) Advancement will be based on satisfactory performance evaluation, completion of all training assignments with recommendation and approval of the Chief.

ARTICLE 9 HOLIDAYS

1. Recognized Holidays include:

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

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

The afternoon of December 24th – Christmas Eve

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

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

2. Chief Officers and the Fire Marshal shall receive pay for the recognized holidays whether scheduled on or off duty, by the following formula:

- Effective July 1, 2016, eleven (11) hours pay per holiday not to exceed one hundred and forty three (143) hours per year.
- Effective July 1, 2017, twelve (12) hours pay per holiday not to exceed one hundred and fifty six (156) hours per year.

(a) Holiday pay will be paid to chief officers and the Fire Marshal on June fifteenth (15th) and December fifteenth (15th) or they may take the option to receive prorated payment monthly.

3. Other management and administrative employees working a forty (40) hour week schedule will be given the holiday off.

ARTICLE 10 LONGEVITY PAY PLAN

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

Effective July 1, 2016:

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

Effective July 1, 2017:

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

- (a) Employees that earned 8% longevity for completing 15 years of service prior to July 1, 2016 will retain this percentage.
- (a) Employees that are covered by this agreement who were employed as of July 1, 2016 will be recognized as having twenty (20) years of service.
- 3. Employees employed prior to January 1, 2006, will receive the percentage of Longevity Pay for those consecutive years of employment indicated in sub-section 2 above. Employees who were receiving a specific percentage of pay, based on the provisions of the Educational Incentive Program, shall continue to receive that percentage under the Longevity Pay Plan with any additional adjustments, if so warranted, being made as that employee meets the consecutive years of employment criteria.
 - (a) Employees who were employed prior to January 1, 2006, but were not eligible to participate in the Educational Incentive Program based on their probationary status, will not be eligible to participate in the Longevity Pay Plan until such time that they have met the longevity requirements of this Article.
 - (b) Employees employed on or after January 1, 2006, will not be eligible to participate in the Longevity Pay Plan until such time that they have met the longevity requirements of this Article.
- 4. Longevity pay will be paid to employees on June fifteenth (15th) and December fifteenth (15th), or they may take the option to receive prorated payment monthly.
- 5. Employees transferring from the City of Sonoma shall retain their current longevity accrual benefit effective their last calendar day employed with the City of Sonoma as newly hired employees of the District. Years of service will transfer from the previous employer and continue for consecutive years.

ARTICLE 11 ADMINISTRATIVE LEAVE

- 1. To complete the responsibilities and tasks associated with their positions, management and administrative employees are required to work hours in excess of their, as assigned, forty (40) or fifty-six (56) hours per week.
 - (a) To compensate these management and administrative employees for this time, the District will annually grant those employees working a forty (40) hour week ten (10) eight (8) hour days and those working a fifty-six (56) hour week six (6) shifts of "Administrative Leave." Employees accrue administrative leave on a monthly pro-rated basis.

2. Annually on June fifteenth (15th), the management or administrative employee will have the option of receiving payment for a maximum of ninety six (96) hours of accrued administrative leave. All time cashed out will be deducted from the employees balance of accrued administrative leave.
3. Upon retirement, a management or administrative employee can elect to be compensated a maximum of two years accrual of their unused Administrative Leave. Such compensation will be at the retiring employee's hourly rate of pay.
4. Except as provided in Article 11, sub-section 2 & 3, management and administrative employees, terminating employment with the District, will not be entitled to compensation for their balance of unused "Administrative Leave".
5. In the event that a management or administrative employee was not able to use their Administrative Leave during the year, that employee will be allowed to carry their unused balance into the next year.

ARTICLE 12 RETIREMENT PLAN

1. The retirement plan in effect on the effective date of this Agreement for employees covered by the Agreement will remain in effect for the duration of this Agreement, unless the parties, as herein below provided, agree otherwise.
2. The District agrees to contribute its proportional share towards employees' retirement in accordance with the rules and regulations adopted by the County of Sonoma, Treasurer-Retirement Section for public safety members of the Sonoma County Employees' Retirement System.
3. Government Code, Section 31581.2, permits the District to agree to pay any portion of retirement contributions required to be paid by an employee. All such payments shall be in lieu of wages and shall be reported simply as normal contributions and shall be credited to employee accounts. The enactment of a resolution pursuant to Section 31581.2, shall not create vested rights in any employee. The District may amend or repeal the resolution at any time, subject to the provisions of Government Code Sections 3504 and 3505, or any similar rule or regulation of the District. The California Public Employees' Pension Reform Act of 2013 [AB 340, §7522.30(c)] prohibits the employer from paying any portion of the employee retirement contribution for those employees hired after December 31, 2012.
4. For employees hired prior to January 1, 2013, the following employee contributions apply:
 - Beginning on July 1, 2016, Safety employees will be responsible for paying an employee contribution of ten and one-half percent (10.5%). General employees will be responsible for paying an employee contribution of eight percent (8%).
 - Beginning on July 1, 2017, safety employees will be responsible for paying an employee contribution, of twelve percent (12%). General employees will be responsible for paying an employee contribution of eight percent (8%).
5. Effective January 1, 2005, the District authorized enhancement of the retirement plan with the Sonoma County Employees' Retirement System. This plan converted from the 2% at age 50 to the 3% at age 50 formula. The plan for non-safety employees provides 3% at age 60.
 - (a) Management or administrative employees hired after December 31, 2012, are eligible for the following retirement plans. Final compensation is based on 3-year highest salary average.
 - Safety – 2.7% at 57
 - Non-safety – 2.5% at 67

ARTICLE 13 SICK LEAVE

1. Management and administrative employees working a forty (40) hour schedule shall accrue sick leave at the rate of twelve (12) eight (8) hour days annually, up to a maximum accrual of two hundred and sixty one (261) eight hour days (2088 hours).
2. Management and administrative employees working a fifty-six (56) hour schedule shall accrue sick leave at the rate of seven and one half (7.5) shifts (180 hours) annually, up to a maximum accrual of one hundred-twenty (120) shifts (2880 hours).
 - (a) In the event that the District fills a management or administrative position with an individual not previously employed as a regular and full time employee, the Board of Directors has the authority to advance that individual sick leave not to exceed ninety (90) days.
 - (b) Any sick leave advanced under this paragraph will be offset by the District as that employee accrues annual sick leave up to the amount advanced. Once accrued sick leave equals the original amount advanced by the Board, that employee will continue to accrue sick leave according to the remaining provisions of this Article.
3. Sick leave shall be accrued during the first twelve (12) months of the probationary period, but may only be taken after the sixth (6th) month of employment.
4. Employees accrue sick leave on a monthly pro-rated basis.
5. With the exception of retirement, employees will not be entitled to compensation of accrued sick leave. At retirement, the employee will be compensated for accrued sick leave as follows.
 - (a) If one hundred percent (100%) of benefit has not been attained, employee's accrued sick leave (including remaining transfer of sick leave from City of Sonoma employment) up to 2087 hours (Sonoma County Employees' Retirement Association [SCERA] calculates one year of service credit at 2087 hours), will be applied towards service credit with SCERA.
 - (b) If one hundred percent (100%) of benefit has been attained (to be determined by SCERA), employee will be paid fifty percent (50%) of unused sick leave, up to a maximum of ninety (90) eight-hour days or thirty (30) shifts (720 hours). This is to be paid to the employee in cash at the employee's hourly rate of pay at the time of retirement.
6. Sick leave may be utilized for physical illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. Refer to District criteria and procedures on sick leave usage.
7. The employee shall be entitled to use ten (10) eight hour days or six (6) shifts of their sick leave during the year for the care of immediate family members based on the following criteria:
 - (a) Hospitalization of an immediate family member or member of the immediate household for whom the employee may claim a Federal tax exemption or is responsible for.
 - (b) Care of a member of the immediate family who is seriously ill, incapacitated or injured.
 - (c) Care of newborn infants.
 - (d) Immediate family shall be restricted to those listed in Article 14, Funeral Leave.
8. The District can authorize the use of family sick leave, in excess of ten (10) eight hour days or six (6) shifts, in those instances where it is necessary for an employee to care for an immediate family member who has a serious long term illness, injury or incapacitation. It will be the individual employee's

responsibility to request the use of additional accrued sick leave for this purpose. Appropriate documentation of the long term illness, injury or incapacitation is to be submitted to the Chief for consideration.

9. Employees shall have forty-eight (48) hours of sick leave designated as "Alternate Leave" per calendar year. The forty-eight (48) alternate leave hours may be used for any reason of the employee's choosing subject to scheduling considerations by the Chief. Alternate leave cannot accumulate but must be used during the calendar year in which it is granted.
10. When applicable, "Federal Family Medical Leave" runs concurrently with sick leave.
11. The District has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.

ARTICLE 14 FUNERAL LEAVE

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

ARTICLE 15 VACATION

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

Forty Hour Work Week Schedule:

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

Fifty-Six Hour Work Week Schedule:

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

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

ARTICLE 16 MILITARY LEAVE

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

ARTICLE 17 JURY LEAVE

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

ARTICLE 18 SHIFT TRADE

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

ARTICLE 19 HEALTH, DENTAL, VISION INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM

1. The District currently provides health, dental and vision insurance plans for employees working a forty (40) or fifty-six (56) hour schedule and their eligible dependents. As of July 1, 2014, Health, Dental and Vision care insurance plans currently include: FDAC Health Program, Sonoma County affiliated Delta Dental Plan and Vision Service Plan.

2. The District shall contribute, based on the individual employee's family status, an amount not to exceed specific premium costs associated with the FDAC EBA (Employment Benefits Authority). The Kaiser Premium HMO Health Plan was chosen by Local 3593 and the administrative staff as the plan to use for a cap.
 - (a) Employees who choose a health plan that exceeds the cost of the Kaiser Premium HMO Health Plan, will be required to pay the difference in premium.
3. The District shall contribute an amount equal to 100% of the entire cost of the respective dental and vision insurance coverage.
4. The District also provides, at no cost to the full-time employee, the "Employee Assistance Program", sponsored by the District Insurance carrier FDAC/FASIS. This provision is not applicable to retirees.
5. Effective January 1, 2006, the District agrees to provide full-time employees covered by this Agreement with \$600.00 per year in deferred compensation, to be paid at the rate of \$50.00 per month to a 457 deferred compensation plan to offset the costs of health, dental and vision care insurance benefit plans at retirement. It is understood that the \$50.00 per month contribution is made on behalf of the employee and does not require an additional dollar contribution by the employee.
6. **Employees hired prior to January 1, 2006:** When an employee who is covered by this specific provision retires, the District agrees to contribute an amount equal to sixty (60%) percent of the total cost of the employee's, and the employee's eligible dependents', health, dental and vision care insurance benefit plans. This provision includes only those types of health, dental and vision care plans in effect and at the benefit levels provided at the time of retirement, and does not include any additions that might be negotiated by the bargaining unit after the employee's retirement. This shall continue on a monthly basis until either: the retired employee fails to make the forty (40%) percent plan contribution; the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).
 - (a) In the event of the retiree's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plan(s) under the 40% payment provision until remarriage or death.
7. **Employees hired on or after January 1, 2006:** Employees hired on or after January 1, 2006 are not eligible for District-paid health, dental or vision care insurance benefit plans at retirement. The District will permit a retiree, who is covered by this specific provision, to continue to participate in the District's plans provided the retiree pays 100% of the premium for said plan(s). This shall continue on a monthly basis until either: the retired employee fails to make the one hundred (100%) percent contribution to the plan(s); the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).
 - (a) In the event of the retired employee's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plans under the 100% payment provision until remarriage or death.
8. The District will not be liable for costs associated with any other health insurance benefit plans a retired employee joins, beyond those provided by the District to its retirees.
9. The District maintains the right to change health plan providers as circumstances warrant.
10. If the employee elects not to have coverage, under the District's health insurance, the District agrees to pay the employee 50% of the amount that the District would have normally paid for that employee's health insurance. Such payment is in lieu of participating in the District's health insurance program. This provision is not to exceed the monthly cost of the FDAC/EBA "Kaiser Premium HMO". The employee must provide proof of coverage under an alternate policy and the employee may be required to provide proof of insurance any time at the discretion of the District.

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

ARTICLE 20 LIFE INSURANCE

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

ARTICLE 21 LONG-TERM DISABILITY INSURANCE

- 1. The District will pay the full cost of providing long-term disability insurance for all employees in the representation unit.
 - (a) The District will purchase the group long-term disability insurance policy through the California Association of Professional Firefighters Self-Funded Program.

ARTICLE 22 UNIFORMS

- 1. All management and administrative employees who customarily and regularly wear uniforms, prescribed by the Chief, during scheduled duty hours, shall be covered by the following "Uniform Replacement Program". The District shall replace worn or damaged articles of uniform in kind based on the following:
 - (a) Uniform shirt, pant, T-shirt, work boots (as opposed to dress shoes) jacket or job shirt as needed.
 - (b) Dress uniform, white shirt and black tie, as needed, each five (5) years.
- 2. Damaged and/or worn articles of uniform shall be turned into the Chief who shall determine if the article warrants replacement. Items damaged as the result of the employee's negligence or carelessness will not be replaced in kind by the District under this program and may not be worn while on duty.
- 3. As an exception to the foregoing, the District will replace in kind those articles of uniform listed in paragraph 1.(a) above which, in the judgment of the Chief, have been damaged or destroyed as the result of unusual circumstances beyond the control of the employee incurred in the performance of his/her official duties.
- 4. Article of uniform provided under this program shall remain the property of the District and shall be turned into the Chief when replaced in kind or when the employee retires or terminates his/her employment with the District for any reason.

ARTICLE 23 PROMOTIONS

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

ARTICLE 24 PROBATION

1. All newly employed management or administrative employees covered by this Agreement shall be required to serve a twenty four (24) month probationary period. An employee may be dismissed for any reason during the probationary period without right of appeal to the grievance procedure.
2. All employees promoted to officer classifications shall serve a twelve (12) month probationary period.

ARTICLE 25 STAFF VEHICLES

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

ARTICLE 26 USE OF PRIVATE VEHICLES

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

ARTICLE 27 LAYOFF AND REHIRE

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

(a) If a former District employee has been separated from the District for a period of more than six (6) months they shall, before being considered for reinstatement, pass a physical examination and be held to the hiring criteria in effect at the time of their layoff.

(b) A reinstated District employee will have six (6) months, from the date of reinstatement, to successfully update all certifications that they held prior to layoff.

ARTICLE 28 POLICIES SUBJECT TO CHANGE

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

ARTICLE 29 NO DISCRIMINATION

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

ARTICLE 30 TERM

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

ARTICLE 31 EXISTING BENEFITS CONTINUED

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

IN WITNESS WHEREOF, the parties hereby have executed this Agreement this 8th day of November, 2016.

Management and Administrative
Employees Group

By _____
John Franceschi Date

Valley of the Moon Fire Protection District

By _____
Brian Brady, Clerk Date

By _____
Nicholas Greben, Director Date

APPENDIX 'A'

MANAGEMENT & ADMINISTRATIVE EMPLOYEES

SALARY PLAN

July 1, 2016 through June 30, 2018

Administrative Analyst

		Step A	Step B	Step C	Step D	Step E
<i>July 1, 2016</i>	Monthly:	6,336	6,526	6,722	6,923	7,131
	Hourly:	36.55	37.65	38.78	39.94	41.14
<i>July 1, 2017</i>	Monthly:	6,493	6,688	6,889	7,096	7,308
	Hourly:	37.46	38.58	39.74	40.94	42.16

Fire Marshal

		Step A	Step B	Step C	Step D	Step E
<i>July 1, 2016</i>	Monthly:	9,903	10,200	10,506	10,822	11,146
	Hourly:	57.13	58.85	60.61	62.43	64.30
<i>July 1, 2017</i>	Monthly:	10,151	10,455	10,769	11,092	11,425
	Hourly:	58.56	60.32	62.13	63.99	65.91

Battalion Chief

		Step A	Step B	Step C	Step D	Step E
<i>July 1, 2016</i>	Monthly:	9,903	10,200	10,506	10,822	11,146
	Hourly:	40.70	41.92	43.18	44.47	45.81
<i>July 1, 2017</i>	Monthly:	10,151	10,455	10,769	11,092	11,425
	Hourly:	41.72	42.97	44.26	45.58	46.95

Fire Chief

		Step A	Step B	Step C	Step D	Step E
<i>July 1, 2016</i>	Monthly:	11,481	11,825	12,180	12,545	12,922
	Hourly:	66.24	68.22	70.27	72.38	74.55
<i>July 1, 2017</i>	Monthly:	11,768	12,121	12,484	12,859	13,245
	Hourly:	67.89	69.93	72.02	74.19	76.41

GENERAL EMPLOYEE AGREEMENT
BETWEEN THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT
AND
GENERAL EMPLOYEES
FOR THE PERIOD OF
JULY 1, 2016 THROUGH JUNE 30, 2018

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DEFINITIONS

1. ANNIVERSARY DATE - Shall mean the first day of the month an employee is employed, or the first day of the month an employee is promoted.
2. BOARD - Shall mean the Board of Directors of the Valley of the Moon Fire Protection District.
3. CHIEF – As determined by the Board of Directors, shall mean the Fire Chief of the District or Fire Chief of the Sonoma Valley Fire & Rescue Authority.
4. DISTRICT - Shall mean the Valley of the Moon Fire Protection District.
5. EMPLOYEES - Shall mean all employees who are covered by this Agreement.
6. EMPLOYER (also referred to as DISTRICT) - Shall mean the Valley of the Moon Fire Protection District.
7. MANAGEMENT - Shall mean the Board of Directors and Chief Officers of the Valley of the Moon Fire Protection District.
8. RETIREMENT - Shall mean a condition by which an employee has terminated their employment, with the District, by retiring through the Sonoma County General Retirement System.

GENERAL PROVISIONS

ARTICLE 1 PREAMBLE

This Agreement is between the Valley of the Moon Fire Protection District (hereinafter referred to jointly as the "District") and the General Employees.

This Agreement shall be presented to the Valley of the Moon Fire Protection District Board of Directors as recommendations of the undersigned for salary and fringe benefit adjustments for the period commencing on July 1, 2016 through June 30, 2018.

This Agreement has been arrived at as a result of meeting and conferring in good faith with the Fire Chief of the Valley of the Moon Fire Protection District under the provisions of Section 3500-3509 of the Government Code of the State of California and by Resolution No. 2016/2017-06.

ARTICLE 2 RECOGNITION

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

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

ARTICLE 3 SEVERENCE

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

ARTICLE 4 FULL FORCE AND EFFECT

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

ARTICLE 5 MANAGEMENT RIGHTS

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

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

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

ARTICLE 6 HOURS OF WORK

1. The normal work week shall be forty (40) hours per week (schedule to be determined by the Chief).
2. Rest and meal periods to be observed in accordance with law.
3. The usual work day shall be eight (8) hours.

ARTICLE 7 OVERTIME

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

PAY PROVISIONS

ARTICLE 8 SALARY

1. The Salary Plan, as contained in Appendix 'A', shall be amended for all classifications listed in Article 2 (RECOGNITION), effective July 1, 2014. Appendix 'A' is hereby incorporated in and made a part of this Agreement.
2. Normally a general employee will start at Step A; however, an appointment to a higher step may be recommended by the Chief. Such recommendation must meet with approval of the Board of Directors. This action would be based on previous experience and other qualifications shown by the appointed employee.
3. Newly employed staff, to a general employee class, will be eligible to advance from Step A to Step B after six (6) months of employment, and shall serve in each succeeding Step for a period of one (1) year before advancing to the next step on their anniversary date.
 - (a) Advancement will be based on satisfactory performance evaluation and completion of all training assignments with recommendation and approval of the Chief.

ARTICLE 9 HOLIDAYS

1. Recognized Holidays include:

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

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

The afternoon of December 24th – Christmas Eve

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

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

2. General employees will be given the holiday off. Full-time employees will receive compensation for the holiday. Part-time employees will be paid if they were scheduled to work on the day that the holiday falls.

3. The business office will not close on Lincoln's Birthday (February 12) or California Admission Day (September 9). General employees will be given a floating holiday for each of these dates, which may be taken during the calendar year with prior approval. Part-time employees may use the floating holiday only if they were scheduled to work on the date on which the holiday falls.

(a) Floating holidays must be used during the calendar year on which they occur, after which time they will be unavailable to the employee.

ARTICLE 10 LONGEVITY PAY PLAN

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

Effective July 1, 2016:

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

Effective July 1, 2017:

5	2.5 %
10	5 %
15	7.5 %
20	10%

- (a) Employees that earned 8% longevity for completing 15 years of service prior to July 1, 2016 will retain this percentage.
2. Longevity pay will be paid to employees on June fifteenth (15th) and December fifteenth (15th) or they may take the option to receive a monthly, prorated payment.

ARTICLE 11 RETIREMENT PLAN

1. The retirement plan in effect on the effective date of this Agreement for employees covered by the Agreement will remain in effect for the duration of this Agreement, unless the parties, as herein below provided, agree otherwise.
2. The District agrees to contribute its proportional share towards employees' retirement in accordance with the rules and regulations adopted by the County of Sonoma, Treasurer-Retirement Section for general members of the Sonoma County Employees' Retirement System.
3. Government Code, Section 31581.2, permits the District to agree to pay any portion of retirement contributions required to be paid by an employee. All such payments shall be in lieu of wages and shall be reported simply as normal contributions and shall be credited to employee accounts. The enactment of a resolution pursuant to Section 31581.2, shall not create vested rights in any employee. The District may amend or repeal the resolution at any time, subject to the provisions of Government Code Sections 3504 and 3505, or any similar rule or regulation of the District. The California Public Employees' Pension Reform Act of 2013 [AB 340, §7522.30(c)] prohibits the employer from paying any portion of the employee retirement contribution for those employees hired after December 31, 2012.
4. For employees hired prior to January 1, 2013, the following employee contributions apply:
 - Beginning on July 1, 2016, general employees will be responsible for paying an employee contribution of eight percent (8%).
5. Effective January 1, 2005, the District authorized enhancement of the retirement plan with the Sonoma County Employees' Retirement Association. This plan converted from the 2% at age 55 to the 3% at age 60 formula for general employees.

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

 - Non-safety – 2% at 62, with a maximum of 2.5% at 67

ARTICLE 12 SICK LEAVE

1. General employees working a forty (40) hour schedule shall accrue sick leave at the rate of twelve (12) eight (8) hour days annually, up to a maximum accrual of two hundred and sixty one (261) eight hour days (2088 hours).

2. Sick leave shall be accrued during the first twelve (12) months of the probationary period, however, no sick leave will be granted until the employee has completed six (6) months of employment based on the employee's anniversary date of hire.
3. Employees accrue sick leave on a monthly, pro-rated basis.
4. With exception of retirement, employees will not be entitled to compensation of accrued sick leave. At retirement an employee will have the option to either:
 - (a) If one-hundred percent (100%) of benefit has not been attained, employee's accrued sick leave up to 2087 hours (Sonoma County Employees' Retirement Association [SCERA] calculates one year of service credit at 2087 hours), will be applied towards service credit with SCERA.
 - (b) If one-hundred percent (100%) of benefit has been attained (to be determined by SCERA), employee will be paid fifty percent (50%) of unused sick leave, up to a maximum of ninety (90) eight-hour days. This is to be paid to the employee in cash at the employee's hourly rate of pay at the time of retirement.
5. 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.
6. The employee shall be entitled to use ten (10) eight hour days of their sick leave during the year for the care of immediate family members based on the following criteria:
 - (a) Hospitalization of an immediate family member or member of the immediate household for whom the employee may claim a Federal tax exemption or responsibility.
 - (b) Care of a member of the immediate family who is seriously ill, incapacitated or injured.
 - (c) Care of newborn infants.
 - (d) Immediate family shall be restricted to those listed in Article 13, Funeral Leave.
7. The District can authorize the use of family sick leave, in excess of ten (10) days, in those instances where it is necessary for an employee to care for an immediate family member who has a serious long term illness, injury or incapacitation. It will be the individual employee's responsibility to request the use of additional accrued sick leave for this purpose. Appropriate documentation of the long term illness, injury or incapacitation is to be submitted to the Chief for consideration.
8. Employees shall have forty-eight (48) hours of sick leave designated as "Alternate Leave" per calendar year. The forty-eight (48) alternate leave hours may be used for any reason of the employee's choosing subject to scheduling considerations by the Chief. Alternate leave cannot accumulate but must be used during the calendar year in which it is granted. Alternate leave may only be used after the employee has completed six (6) months of employment.
9. When applicable, "Federal Family Medical Leave" runs concurrently with sick leave.
10. The District has the right to request proof of illness if there is a question of the validity of the illness or the ability of the employee to return to duty.

ARTICLE 13 FUNERAL LEAVE

1. In the event of a death in the immediate family of an employee, the employee shall upon request be granted such time off with pay as is necessary to make arrangements for the funeral and attend same not to exceed six (6) eight-hour days (48 hours). This provision does not apply if a death

occurs while the employee is on leave of absence, layoff or sick leave. For the purposes of this provision, the immediate family shall be restricted to the employee's spouse, father, mother, brother, sister, child, in-laws, grandchildren, grandparents, or domestic partner and any other person regularly residing in the employees home as a family member.

2. Substantiation of the death may be required by the Chief.
3. Funeral Leave applies only to instances in which the employee attends the funeral, or is required to make funeral arrangements, but is not applicable for other purposes such as settling the estate of the deceased.

ARTICLE 14 VACATION

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

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

2. Vacation leave shall be accrued during the twelve (12) month probationary period; however, no vacation leave will be granted until the employee has completed twelve (12) months of employment based on the employee's anniversary date of hire.
3. Employees accrue vacation leave on a monthly pro-rated basis.
4. Cap on Benefits: Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall equal two years' vacation accrual (based on the employee's accrual rate). If the employee's earned but unused vacation leave reaches the maximum, the employee will not accrue any additional benefits. If the employee later uses enough vacation leave to fall below the maximum, he/she will resume earning vacation benefits.
 - (a) Exception: If approved by the Chief, vacation leave can exceed the maximum for a limited term based on pending scheduled vacation accrual use or cash out.
5. Employees who terminate or retire will be paid for their accrued and unused vacation leave at their current hourly rate of pay.
6. Use of vacation time shall be charged to each employee at the rate of one hour for each hour of continued absence the employee would have normally worked. Vacation requests shall be made as outlined in District policy.
7. Annually on December fifteenth (15th), employees will have the option of receiving payment, for a maximum of ninety-six (96) hours, of their accrued vacation leave. All hours cashed out will be at the employee's current hourly base rate of pay and each hour cashed out will be deducted from their balance of accrued vacation leave.

ARTICLE 15 MILITARY LEAVE

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

ARTICLE 16 JURY LEAVE

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

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

1. The District currently provides health, dental and vision insurance plans for employees working a forty (40) hour schedule and their eligible dependents. As of July 1, 2014, Health, Dental and Vision care insurance plans currently include: FDAC Health Program, Sonoma County affiliated Delta Dental Plan and Vision Service Plan.
2. The District shall contribute, based on the individual employee's family status, an amount not to exceed specific premium costs associated with the FDAC EBA (Employment Benefits Authority). The Kaiser Premium HMO Health Plan was chosen by Local 3593 and the administrative staff as the plan to use for a cap.
 - (a) Employees who choose a health plan that exceeds the cost of the Kaiser Premium HMO Health Plan, will be required to pay the difference in premium.
3. The District shall contribute an amount equal to 100% of the entire cost of the respective dental and vision insurance coverage.
4. The District also provides, at no cost to the full-time employee, the "Employee Assistance Program", sponsored by the District Insurance carrier FDAC/FASIS. This provision is not applicable to retirees.
5. Effective January 1, 2006, the District agrees to provide full-time employees covered by this Agreement with \$600.00 per year in deferred compensation, to be paid at the rate of \$50.00 per month to a 457 deferred compensation plan to offset the costs of health, dental and vision care insurance benefit plans at retirement. It is understood that the \$50.00 per month contribution is made on behalf of the employee and does not require an additional dollar contribution by the employee.
6. **Employees hired prior to January 1, 2006:** When an employee who is covered by this specific provision retires, the District agrees to contribute an amount equal to sixty (60%) percent of the total cost of the employee's, and the employee's eligible dependents', health, dental and vision care insurance benefit plans. This provision includes only those types of health, dental and vision care plans in effect and at the benefit levels provided at the time of retirement, and does not include any additions that might be negotiated by the bargaining unit after the employee's retirement. This shall continue on a monthly basis until either: the retired employee fails to make the forty (40%) percent plan contribution; the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).
 - (a) In the event of the retiree's death, when covered by this specific provision, the surviving spouse will have the option to maintain the plan(s) under the 40% payment provision until remarriage or death.
7. **Employees hired on or after January 1, 2006:** Employees hired on or after January 1, 2006 are not eligible for District-paid health, dental or vision care insurance benefit plans at retirement. The

District will permit a retiree, who is covered by this specific provision, to continue to participate in the District's plans provided the retiree pays 100% of the premium for said plan(s). This shall continue on a monthly basis until either: the retired employee fails to make the one hundred (100%) percent contribution to the plan(s); the retired employee's death, or written notification from the retired employee to discontinue the benefit plan(s).

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

8. The District will not be liable for costs associated with any other health insurance benefit plans a retired employee joins, beyond those provided by the District to its retirees.
9. The District maintains the right to change health plan providers as circumstances warrant.
10. If the employee elects not to have coverage, under the District's health insurance, the District agrees to pay the employee 50% of the amount that the District would have normally paid for that employee's health insurance. Such payment is in lieu of participating in the District's health insurance program.

This provision is not to exceed the monthly cost of the FDAC/EBA "Kaiser Premium HMO". The employee must provide proof of coverage under an alternate policy and the employee may be required to provide proof of insurance any time at the discretion of the District.

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

ARTICLE 18 LIFE INSURANCE

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

ARTICLE 19 LONG-TERM DISABILITY INSURANCE

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

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

ARTICLE 20 PROBATION

All newly-employed general employees covered by this Agreement shall be required to serve a one-year probationary period. An employee may be dismissed for any reason during the probationary period without right of appeal to the grievance procedure.

ARTICLE 21 USE OF PRIVATE VEHICLES

1. The use of private vehicles, by general employees, for conducting District business, shall be limited to those situations approved by the Chief.
 - (a) Those situations can include: an emergency where a staff vehicle is not available; extended absences from the District due to attendance of a school, seminar or other training event; or other situations where the absence of a staff vehicle from the District would create a hardship for the District.

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

ARTICLE 22 LAYOFF AND REHIRE

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

ARTICLE 23 POLICIES SUBJECT TO CHANGE

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

ARTICLE 24 NO DISCRIMINATION

There shall be no discrimination of any kind because of race, creed, color, national origin, gender, ancestry, political or religious opinion or activities, sexual orientation or marital status, medical condition or disability (as defined in state and federal law) except where physical strength, ability and agility are bona fide occupational qualifications; activities as described in the Meyers-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 25 TERM

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

ARTICLE 26 EXISTING BENEFITS CONTINUED

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

IN WITNESS WHEREOF, the parties hereby have executed this Memorandum of Understanding this 8th day of November, 2016.

General Employees

Valley of the Moon Fire Protection District

By _____
Sandra Walters Date

By _____
Fire Chief Mark Freeman Date

By _____
Maci Jerry Date

APPENDIX 'A'
GENERAL EMPLOYEES
SALARY PLAN

July 1, 2016 through June 30, 2018

Administrative Clerk

		Step A	Step B	Step C	Step D	Step E
<i>July 1, 2016</i>	Monthly:	4,177	4,302	4,431	4,564	4,701
	Hourly:	24.10	24.82	25.56	26.33	27.12
<i>July 1, 2017</i>	Monthly:	4,281	4,409	4,542	4,678	4,818
	Hourly:	24.70	25.44	26.20	26.99	27.80

Administrative Assistant

		Step A	Step B	Step C	Step D	Step E
<i>July 1, 2016</i>	Monthly:	4,842	4,988	5,137	5,291	5,450
	Hourly:	27.93	28.78	29.64	30.53	31.44
<i>July 1, 2017</i>	Monthly:	4,963	5,112	5,265	5,423	5,586
	Hourly:	28.63	29.49	30.38	31.29	32.23

Certified Ambulance Billing Coder

		Step A	Step B	Step C	Step D	Step E
<i>July 1, 2016</i>	Monthly:	4,842	4,988	5,137	5,291	5,450
	Hourly:	27.93	28.78	29.64	30.53	31.44
<i>July 1, 2017</i>	Monthly:	4,963	5,112	5,265	5,423	5,586
	Hourly:	28.63	29.49	30.38	31.29	32.23

Resolution No: 2016/2017-06
Dated: November 8, 2016

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

WHEREAS, the Board of Directors of the Valley of the Moon Fire Protection District, by adoption of Resolution 2015/2016-03, dated July 14, 2015, amended the salary and benefit schedule of employees covered by the Administrative Agreement for Management and Administrative Employees, and by adoption of Resolution 2014/2015-03, dated August 12, 2014, amended the salary and benefit schedule of employees covered by the General Employee Agreement; and

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

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

NOW, THEREFORE, BE IT RESOLVED the Board of Directors of the Valley of the Moon Fire Protection District hereby repeals Resolution Number 2015/2016-03, which extends to the Administrative Agreement for Management and Administrative Employees, replacing it with Resolution Number 2016/2017-06; and the Board hereby repeals Resolution 2014/2015-03, which extends to the General Employee Agreement, replacing it with Resolution 2016/2017-06.

BE IT FURTHER RESOLVED the Board of Directors of the Valley of the Moon Fire Protection District hereby adopts Resolution Number 2016/2017-06, which amends the salary and benefit schedule for those employees covered by the Administrative Agreement for Management and Administrative Employees and for those employees covered by the General Employee Agreement for the period commencing July 1, 2016 and ending June 30, 2018.

IN REGULAR SESSION, the foregoing resolution was introduced by Director _____, who moved its adoption, seconded by Director _____, and passed by the Board of Directors of the Valley of the Moon Fire Protection District this 8th day of November 2016, on regular roll call vote of the members of said Board:

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

WHEREUPON, the President declared the foregoing resolution adopted, and

SO ORDERED:

ATTEST:

William Norton, President

Brian Brady, Clerk