

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

**RANCHO ADOBE
FIRE PROTECTION DISTRICT**

**BATTALION CHIEFS
(Memorandum of Understanding)**

JULY 1, 2023 THROUGH JUNE 30, 2024

BATTALION CHIEFS EMPLOYMENT AGREEMENT

Approved by Board: June 21, 2023

RANCHO ADOBE FIRE PROTECTION DISTRICT
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SECTION I DEFINITIONS

- A. "District" shall mean the Rancho Adobe Fire District.
- B. "Board" shall mean the Board of Directors of the Rancho Adobe Fire District.
- C. "Employer" also referred to as "District" shall mean the Rancho Adobe Fire District.
- D. "Chief" shall mean the Fire Chief of the District.
- E. "Employee" or "Employees," as used herein shall mean all Battalion Chiefs who are employed by the District.
- F. "Anniversary Date" shall mean the first day of the month an employee is employed in any position.
- G. "Retirement" shall mean a condition by which an employee has terminated their employment with the District by retiring through the California Public Employees Retirement System.
- H. "Disability Retirement" shall mean the cause of the disability does not need to be related to your employment.
- I. "Industrial Disability Retirement" shall mean the inability to perform the job duties are due to a job-related injury or illness.
- J. "Disabled and disability" means unable or inability, because of disease or injury, to render useful and efficient service in the employee's current position, or in a vacant position in the same agency at the same grade or pay level for which the individual is qualified for reassignment.
- K. "Medical condition" means a health impairment resulting from a disease or injury, including a psychiatric disease.

SECTION 2 CLASSIFICATION OF BATTALION CHIEFS

- A. Battalion Chiefs while working over half of the District's 24 day overtime period on an engine shall be considered to be an "on engine" employee. Battalion Chiefs while working "on an engine" shall receive a 7% override above the pay schedule and shall be subject to all of the following provisions identified as "on engine" per schedule A.

It is at the discretion of the Chief as to when a Battalion Chief shall be primarily part of an engine company, or respond primarily with the command vehicle. The Chief shall not exercise the discretion granted under this Section in an arbitrary or capricious manner.

- B. Battalion Chiefs while working the majority of the time of the 24 day overtime period out of a command vehicle shall be considered an "exempt" employee and shall be subject to all of the following provisions identified as "exempt".

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SECTION 3 SALARIES

- A. The salary range for Battalion Chiefs is divided into Five (5) steps which are represented in Schedule A
 - 1. Effective July 1, 2023, base pay of all Battalion Chiefs' will increase 5% from the salary schedule in place during 2022/23 Fiscal Year and be held for the duration of the 2023/24 Battalion Chiefs' MOU.
 - 2. Normal step increases for the battalion chief shall not be affected by this agreement.

- B. Battalion Chiefs while in "exempt" status shall be paid according to the forty (40) hour pay schedule, while Battalion Chiefs in the "on engine" non-exempt status shall be paid in accordance with the fifty six (56) hour pay schedule.

- C. Normally, a Battalion Chiefs beginning pay scale will be at Step 1. The Chief may recommend an appointment to a higher step in his discretion. 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.

- D. Battalion Chiefs shall serve in each step for a minimum period of six months before advancing to the next step. Upon completion of six (6) months at a particular step, the Battalion Chief will be eligible for salary step increase, subject to a probation period, evaluation, completion of all training assignments, and the recommendation and approval of the Chief.

- E. MANAGEMENT INCENTIVE PAY (MIP Eliminated (Jan 1, 2013))

- F. MIP will be eliminated. The Battalion Chief is required to perform additional hours, above what was originally intended in the 2009-2010 contract year. Because of this, the amount previously compensated as MIP will now be considered part of the Base Salary for Permanently Assigned – Exempt Battalion Chiefs.

- G. Creation of an Acting Battalion Chief Pay Scale: Previously known as First (1st) Step Battalion Chief Pay – 56 Hours per Week. This pay rate shall be the “First (1st) Step Battalion Chief Pay – 56 Hours per Week” as defined in the 2009-2010 Salary Schedule. Any future COLA or merit increases shall apply to this base rate.

- H. **Incentive Pay:** Effective February 1, 2015 the following Educational/Specialty incentive pay is available to all members of the employee class, once they have fulfilled the educational requirements. This incentive pay will be added to the qualifying member’s base pay as outlined in Appendix A of this MOU. This “Incentive Pay” shall be considered “Special Compensation” and shall be considered to be part of the base pay of all members of this employees’ group for services rendered on a full-time basis during normal working hours. This “Pensionable Compensation” shall have all appropriate employee CalPERS contributions deducted and forwarded to CalPERS along with the required District’s contributions.

The Incentives are available:

- 1. Hazardous Materials Technician – 1%
- 2. Rescue System Specialist (RS1 – 3, Con Space, and Trench) - 1%

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SECTION 4 HOURS OF WORK

- A. Battalion Chief in "exempt" status. The monthly, weekly, and hourly pay schedule for Battalion Chiefs in this classification is based on the 40-hour work week pay schedule. The Normal working hours for a Battalion Chief in this status is 2920 hours annually. Vacation, 4850 and sick time count towards this annual total.

The schedule can be performed in one of the two following ways and is the choice of the individual Battalion Chief, while primarily responding in the command vehicles. This choice only applies to the Battalion Chiefs that were signatory to the Agreement. (July 28, 2007)

1. Each 24 hour shift is worked in its entirety, including administrative assignments, primarily at a station. Battalion Chiefs remain at any of the RAFD stations for the entire 24 hour shift, including meal and sleep times, subject to incident response and command.
 2. The modified Admin schedule: Each 24 hour shift includes 8 hours on-duty (working at the office or other assigned location) and 16 hours on call (available to respond to calls, but not required to be at the office). Weekdays falling between two 24-hour shift days are "administrative" on-duty days. When this work schedule is chosen, the Battalion Chief is allowed to complete his/her response duties from home after standard office hours. These administrative hours do not apply towards the 2920 annual work hours required by this MOU. (Not enforceable with the 2 x 4 schedule)
- B. Battalion Chief in "on-engine" Status
1. The monthly, weekly, and hourly pay schedule for Battalion Chiefs in this mode is based on the 56 hour pay schedule and the duty schedule is based upon the twenty four (24) hour shift three platoon system and the standard 56 hour work week schedule must be utilized.

SECTION 5 OVERTIME

- A. Battalion Chiefs while in "exempt" status are not entitled to overtime, and are subject to the Administrative Leave section of this agreement and are considered to have "normal work hours" of 24/7 when necessary.
- B. Battalion Chief's while in "non-exempt" status are subject to the following provisions
1. Work performed by the Battalion Chief in addition to their regularly scheduled shift shall be compensated at one and one-half (1.5) times the employee's regular rate of pay, and shall be paid in accordance with the 24 day work period that the District has adopted to comply with the Fair Labor Standards Act (FLSA).
 2. Call Back
 - a. Employees who have completed their work shift and have gone home and then are required to return to work or return to work for an alarm response shall receive a minimum of one (1) hours pay at the overtime rate. Hours worked in excess of the one (1) hour shall be paid at the overtime rate and after one hour (1) will be paid in half hour increments. This Extra Work shall not be PERS income
 - b. Employees who are scheduled to work overtime and upon arriving as agreed are told that they are not needed and therefore leave without working shall be paid one (1) hour at time and one-half.
 - c. Employees required to hold over following the completion of their shift shall be paid a minimum of one (1) hour's pay at the overtime rate. Hours worked in excess of the one (1) hour shall be paid at the overtime rate.

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SECTION 6 COMP TIME and ADMINISTRATIVE LEAVE
(Applies to Battalion Chiefs in Exempt Status)

- A. COMP TIME - To complete the responsibilities and tasks associated with their positions, Battalion Chiefs may be required to work hours while off duty attending meetings or training sessions etc. Any of these types of events shall not be monetarily compensated for if the event(s) last under two consecutive hours. In order to compensate Battalion Chiefs for this time, on January 1st of each year the District will grant annually to those employees eighty (80) hours of Comp time. This comp time cannot be cashed out and is forfeited by the Battalion Chief if not used by December 31st.

- B. ADMINISTRATIVE LEAVE - During the course of the year it may become necessary for a Battalion Chief to perform work over and above their "normal working hours" of 2920 annually. In such cases, the District will compensate the employee with Administrative Leave hours as outlined in this Section 6, paragraph C.

Examples of this would include: Battalion Chief Coverage or engine company coverage to maintain minimum staffing levels on a day a Battalion Chief would normally be scheduled to be off duty or during major fire operations either at RAFD or mutual aid around the State, or to complete special projects and/or additional administrative/operational responsibilities as assigned and authorized by the Chief.

- C. Administrative leave Accrual rates - As Battalion Chiefs work additional shifts during their off hours (as contemplated by this Section 6, paragraph C), hours shall be added to their administrative leave hours according to the following schedule:
 - i. Battalion Chiefs working standard 56 hour work week: accrue 24 hours per shift.
 - ii. Battalion Chiefs working modified 56 hour work week: accrue 20 hours for working a 24--hour shift (8 hours for days / 12 hours for nights)
 - iii. Battalion Chiefs working administrative assignments during their off hours in excess of 2 hours shall accrue hour for hour; while conducting district business.

D. Cash out of Administrative Leave

Cash-Out of Administrative Leave: In June and/or December, Battalion Chiefs have the option of electing cash payment of any accrued administrative leave hours. Such pay-out, if elected, will be made at the Battalion Chiefs then current straight time rate equivalent. Any cash-out of administrative leave shall NOT be counted towards CalPERS retirement.

- E. Administrative employees terminating their employment with the District will only be entitled to compensation for their balance of unused "Administrative Leave" only.

- F. DUTY CHIEF PAY: Battalion Chiefs assigned to an on-call position (Duty Chief, Investigator, etc) on their routine day off, shall receive four hours of Comp Time for each day that they are working a on-call position. Any hours worked beyond four hours shall be compensated on a hour by hour basis.

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SECTION 7 HEALTH, DENTAL, VISION CARE INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM

- A. Through the term of this agreement, the District shall provide to Employees and their dependent(s), at no cost to Employees, the types of insurance programs in effect during the preceding Memorandum of Understanding. At a minimum, these include medical, dental (including orthodontic coverage) vision, life and long-term disability coverage. The District may offer alternative plans based upon advice of the District Broker or Insurance affiliate, as long as there is at least two plans to choose from. Failure for any employee group to meet the minimum requirements for enrollment will result that the whole employee group be enrolled into the majority health plan group.
- B. The District also provides, at no cost to the Employee, the "Employee Assistance Program," sponsored by the District's insurance carrier.
- C. Individuals who experience a "qualifying event" (such as termination or retirement) may be eligible for benefits continuation under state or federal law (known as COBRA). Notice of rights, if any, to this coverage will be provided at or near the time of the qualifying event
- D. Employees that retire with good standing from the Rancho Adobe Fire District after twenty years of service under the Public Employees Retirement System may receive reimbursement for health insurance coverage up to \$300 per month, for the employee only, per Rancho Adobe Fire District Resolution R-6 2002/2003 dated November 20, 2002.
- E. Medical retirement benefits are available pursuant to terms adopted by the Board of Directors of the District.
- F. H.S.A. accounts are funded in six-month increments, in January and July of each year. By January 1, HSA funds will be deposited by the District into enrolled participants qualified Health Savings Accounts. Employees that become eligible to enroll after January 1 will receive a pro-rated amount based on the remaining months in that calendar year. All H.S.A. accounts will be opened by the District with Patelco Credit Union. If a participant is unable to open a qualified HSA account, the District is under no obligation to compensate that participant in any other manner. Employees that leave or are terminated prior to June 30 or December 31 will be required to reimburse the District the pro-rated portion based on the first full calendar month following their date of separation. To calculate that amount, the District will divide the full funding received on January 1 by 12 mos. in the year, times the number of full calendar months remaining in the period that has been pre-funded. This will be withheld from the final paycheck, to the extent funds are sufficient to cover the outstanding balance or by other reimbursement to make the District whole.
- G. Eligible employees enrolled in the District's HSA compatible health insurance plan(s) shall receive funding of up to \$3,550 for Single and \$7,100 per Family per calendar year, beginning January 1, 2020. .
- H. Each subsequent year will be funded on a semi-annual basis by paying 1/2 the current deductible in January and July hereby known as the "Funding Period."
- I. Eligible employees that leave or are terminated prior to during the year will be required to reimburse the District the remaining portion of the HSA funding, based on date of separation until the end of the funding period.
- J. On or around July 1, 2017 representatives from the Board and Labor groups will begin meeting and research to find a solution to the increasing health care costs to the district.

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SECTION 8 CATASTROPHIC LEAVE

- A. Employees may donate accrued sick leave or accumulated vacation leave to other Employees who suffer a catastrophic illness or injury or to care for a spouse, qualified domestic partner, a parent or a dependent minor child who suffers from a catastrophic illness.
- B. Catastrophic leave is a paid leave of absence due to verifiable, long-term illness or injury.
- C. Employees who have successfully completed one (1) year in paid status shall be eligible for catastrophic leave due to their own serious illness or injury or serious illness or injury to spouse, qualified domestic partner, parent or dependent minor child.
- D. The employee must first exhaust all accrued sick leave and vacation leave before qualifying for catastrophic leave.
- E. Catastrophic leave shall be additional paid leave available from vacation, sick leave or administrative leave hours donated by other Employees to a specific qualified Employee.
- F. Employees donating vacation, sick leave or administrative leave must donate in increments of whole hours. The donating Employee must have a vacation leave or sick leave balance of at least forty (40) hours after the donation of sick/vacation time. Employees may donate all of their accrued administrative leave.
- G. An employee requesting catastrophic leave must receive the recommendation of the department head and the approval of the District. Such leave may initially be approved up to a maximum of three hundred forty (340) donated hours. If the catastrophic illness or injury continues, up to an additional three hundred forty (340) donated hours may be recommended and approved.
- H. All time donated will be credited on an hour to-hour basis regardless of hourly pay differentials between the donating Employee and the recipient.
- I. Catastrophic leave shall not be used in conjunction with any long or short-term disability benefits or Workers Compensation Leave.
- J. While an Employee is on catastrophic leave, using donated hours, the Employee shall not accrue any vacation or sick leave. Catastrophic leave may not be cashed out by the recipient Employee if unused for any reason. Unused and donated accrued sick leave or accumulated vacation leave donated to another Employee as catastrophic leave shall be returned to the donating Employee. If more than One Employee has donated accrued sick leave or accumulated vacation leave, that leave shall be equally distributed among those donating Employees regardless of the amount of accrued sick leave or accumulated vacation leave originally donated.

SECTION 9 INDUSTRIAL INJURY OR ILLNESS

Benefits for Employees shall be provided for under Section 4850 of the Labor Code and District policies. Sick leave shall not be used for an industrial injury or illness.

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SECTION 10 VACATION

- A. Vacation accruals for Battalion Chiefs are as follows:
- | | |
|---------------|--------------------|
| One Year | 144 hours annually |
| Five Years | 192 hours annually |
| Ten Years | 216 hours annually |
| Fifteen Years | 264 hours annually |
| Twenty Years | 288 hours annually |
- B. Employees must work continuously from year to year to accrue vacation hours pursuant to the following schedule:
- C. In the event that the District fills a position with an individual not previously employed as a full time Employee with the District, the Board of Directors has the authority to begin annual vacation accrual at any level listed above.
- D. Employees accrue vacation leave on a semi-monthly basis
- E. **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 be equal to, two and a half years' vacation accrual. 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, she/he will resume earning vacation benefits from that day forward. In such a case, no benefits will be earned for the period in which the employee's benefits were at the maximum.
- F. Accrued vacation hours not paid to an Employee at time of retirement may be converted to additional service upon retirement per the contract between Rancho Adobe Fire Protection District and the California Public Employees' Retirement System (CalPERS).
- G. Upon termination of employment or retirement, an Employee will be paid for their accrued and unused vacation leave.
- Vacation time used for bereavement leave or unplanned urgent personal situations are not subject to restrictions. During these types of situations the accumulated vacation time may be used in 4 hour increments.
- H. Vacation requests shall be made as outlined in District procedures. Use of vacation time shall be charged to each employee as follows:
1. Battalion Chiefs working standard 56 hour work week: deduct 24 hours per shift.
 2. Battalion Chiefs working modified 56 hour work week: deduct 6 hours for each Administrative day; deduct 20 hours for each -24-hour shift (8 hours for days - 12 hours for nights).
 3. Vacation time used for bereavement leave or unplanned urgent personal situations are not subject to these restrictions. During these types of situations the accumulated vacation time may be used in four (4) hour increments.
- I. Cash out of up to 48 hours of vacation time will be allowed to coincide with the issuing of the "Holiday Checks," Currently June and December, not to exceed 96 hours in any one calendar year.

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SECTION 11 HOLIDAYS

Recognized Holidays include:

- New Years' Day - January 1st
- Dr. Martin Luther King Jr. Day - third Monday of January
- Lincoln's Birthday - February 12th
- Presidents' Day -third Monday of February
- Cesar Chavez Day - March 31st
- Memorial Day - last Monday of May
- Independence Day - July 4th
- Labor Day - first Monday of September
- California Admission Day - September 9th
- Columbus Day - October 9th
- Veterans Day - November 11th
- Thanksgiving Day - fourth Thursday of November
- Day after Thanksgiving Day
- Christmas Day - December 25th

Additional holidays may be added through the regular negotiation process.

All members represented by this MOU that work the 24 hour shift schedule shall receive in cash the sum equal to eight (8) hours compensation at their normal straight pay rate for each of the above holidays. This "Holiday pay" shall be paid in December and in June for the holidays that occurred in the previous six months. This pay shall be considered "Special Compensation" and shall be considered to be part of the base pay of all members of this employees' group for services rendered on a full-time basis during normal working hours. This "Pensionable Compensation" shall have all appropriate employee CalPERS contributions deducted and forwarded to CalPERS along with the required District's contributions.

All members represented by this MOU that work a standard 40 hour schedule shall take the above holidays off as opposed to the "Holiday Pay."

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SECTION 12 SICK LEAVE

- A. Sick leave will accrue at the rate of Six (6) shifts or one hundred twenty (144) hours annually. Sick leave time may be accumulated with no limit on maximum accrual. An Employee who retires or an Employee whose position is eliminated and who has completed ten (10) consecutive years of employment with the District shall receive payment for one-quarter (.25) of any accumulated by unused sick leave up to a maximum of seven hundred twenty (720) hours. The rate of pay shall be the regular hourly rate of pay at the time the Employee retires or his/her position is eliminated.
- B. Accrued sick leave hours not paid to an Employee at time of retirement may be converted to additional service upon retirement per the contract between Rancho Adobe Fire Protection District and the California Public Employees' Retirement System (CaIPERS).
- C. Sick leave shall not be considered as a right which Employees may use at their discretion and shall be allowed only in case of actual sickness or disability. No punitive actions shall be imposed on Employees for taking justifiable sick leave.
- D. For the purpose of charging sick leave, the minimum sick leave chargeable shall be one quarter (.25) working hour.
- E. On taking sick leave time, Employees shall notify their appropriate department prior to 6AM of the employee's duty day.
- F. Sick leave shall continue to be earned while an Employee is on vacation or sick leave.
- G. The District may allow a probationary employee to use sick leave before it has been earned. This section does not apply to promotional or disciplinary probationary periods.
- H. Employees may use hours of accumulated sick leave for the illness or injury of those family members identified in the California Labor Code.
- I. If an Employee dies, then all of the Employee's accumulated sick leave shall be paid at the regular hourly rate of pay at the time of the employee's death. Such payment shall be made to the person named by the Employee as beneficiary in the Employee's District provided life insurance policy.
- J. Use of sick time shall be charged to each Employee as follows:
 - 1. Battalion Chiefs working standard 56 hour work week: deduct 24 hours per shift
 - 2. Battalion Chiefs working modified 56 hour work week: deduct 6 hours for each Administrative day; deduct 20 hours for each 24-hour shift (8 hours for days - 12 hours for nights).

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SECTION 13 FUNERAL LEAVE

The District shall allow up to three (3) twenty-four (24) hour shifts or five (5) eight (8) hour shifts off with pay for the death of an immediate family member identified as one of the following: spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, child, step-child, step-parents, grandparents and grandchildren.

SECTION 14 UNIFORM REPLACEMENT PROGRAM

- A. Employees covered by this Agreement who customarily and regularly wear uniforms prescribed by the Chief during scheduled duty hours shall be covered by this "Uniform Replacement Program." Battalion Chiefs may decide for themselves which uniform items need replacing pursuant to this paragraph. The District shall replace worn or damaged articles of uniform in kind up to time following maximum amounts each year as necessary, except as stated in this Section, paragraph B:

| | Battalion Chiefs: |
|-----------------------|----------------------------------|
| Uniform Shirt | 3 each |
| Uniform Pants | 4 |
| Uniform Belt & Buckle | 1 |
| Uniform Name Tag | 2 |
| Badge | 2 |
| Hat(Ball Cap) | 1 |
| Hat (Campaign Style) | 1 |
| T-shirt short sleeve | 6 |
| T-shirt Long Sleeve | 2 each |
| Socks | 6 Pair good quality boot type |
| Boots | 2 Pair: 1 Station and 1 Wildland |
| Uniform Jacket | 1 |
| Sweat Pants | 1 |
| Sweat Shorts | 1 |

- B. Uniform articles purchased within the prior twelve months which, in the judgment of the Chief, have been damaged or destroyed as a result of unusual circumstances beyond the control of the employee incurred in the performance of his/her official duties, will be replaced in kind by the District
- C. Articles 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.

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SECTION 15 LAYOFF AND REHIRE

- A. Battalion Chiefs departmental seniority date shall be established when the Employee is designated as having regular status (as opposed to probationary or temporary status) within the District. Where different Employees are hired or promoted on the same date, the order of seniority in 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 granted the most seniority).
- B. Lay-offs or position eliminations shall be done in accordance with the District's Lay-Off Policy per the Employee Handbook.

SECTION 16 RETIREMENT PLAN

The District shall continue to provide the CalPERS "2%@ 50" retirement plan for "Classic"* Safety Employees. This plan is more specifically known as Public Employees Retirement System, Local Safety Members 2% at 50 Full Formula.

In accordance with the 2012 Public Employee's Pension Reform Act (PEPRA) any employee new to the PERS system (hired or PERS eligible after January 1, 2013) will be enrolled into the new 2.7% at 57 program. Once enrolled in this program the employee will be responsible for 50% of their PERS costs. Employees with prior PERS service credit will be enrolled into the appropriate PERS program according to PEPRA.

* "Classic" employees are defined in the PEPRA. The PEPRA calls for all "Classic" Safety employees to be paying 12% of salary towards their CalPERS Safety retirement by January of 2018. In order to make a major step towards this goal, as of February 1st, 2014, the current 9% of salary that the District pays towards the employee's share of CalPERS retirement, **as negotiated in previous years in lieu of wage increases**, shall be transferred to the employee pay scales. On this same date, all eligible "Classic" Safety employees will take over payment of 75% (9% of salary) of the 12% of salary retirement contribution. This will result in a "revenue neutral" condition where all "Classic" Safety employees are covering 28.66% of their current retirement costs.

Battalion Chiefs covered by this Article 16 shall retain member contributions made by the District ("EPMC") to members' CalPERS accounts made prior to January 31, 2014 as additional compensation for retirement purposes as provided in CalPERS code Sections 20636 and 20691

Starting January 1, 2017 the employees working under this MOU will increase their contribution to CalPERS by 3% to a total of 12% as requested by PEPRA. Exceeding the PEPRA goal of January 1, 2018.

SECTION 17 PROMOTIONS

All positions within the District shall be filled per standard promotional and hiring standards. Promotional examinations shall be first offered to qualified District employees. Only in the event that there are not enough qualified candidates, in the discretion of the Chief and the Examination Committee, to create a competitive promotional examination shall the District open the position to applicants outside the District to fill said position.

SECTION 18 STAFF VEHICLES

- A. The Board recognizes the value of the Battalion Chiefs and the Chief having individually assigned department vehicles. The value is inherent in the added depth of coverage during day to day operations and the depth of response during significant incidents.
- B. The use of District Vehicles shall be in accordance with District Policy as outlined in the operations manual.

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SECTION 19 USE OF PRIVATE VEHICLES

- A. The use of private vehicles by Battalion Chiefs for conducting District business shall be limited to those situations approved by the Fire Chief

Those situations can include: off-duty recall, an emergency where a staff vehicle is not available; extended absences from the District due to attendance at 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.

- B. Battalion Chiefs who use a private vehicle for District business as outlined in the paragraph above will be reimbursed on a per mile basis as outlined in District Policy in accordance with IRS Regulations.
- C. The use of private vehicles for District business shall be in accordance with District policy as outlined in the Operations Manual

SECTION 20 JURY DUTY

- A. Employees who are required to serve as jurors shall be provided jury leave for the duration of the jury duty.
- B. Employees serving as jurors shall receive full salary and benefits for the duration of the jury leave provided all the money, less travel expenses, received by the employee for the jury duty is remitted to the District.

SECTION 21 [SECTION LEFT BLANK]

SECTION 22 PROBATIONARY PERIOD

All Battalion Chiefs shall serve a probation period. In the case of a new-hire into a Battalion Chief position, the probationary period shall be eighteen (18) months. For existing District employees promoted to a Battalion Chief position, the probationary period shall be twelve (12) months.

SECTION 23 AUTHORIZED AGENTS

For the express purpose of administering the terms and provisions of this Agreement:

- A. Management's principal authorized agent shall be the Chair of the Board or duly authorized representative (address: 11000 Main Street, P.O. Box 1029, Penngrove, California 94951, telephone: (707) 795-6011), except where a particular management representative is specifically designated in the Agreement.
- B. The Battalion Chiefs principal authorized representative shall be BC Andy Taylor (address: 11000 Main Street, P.O. Box 1029, Penngrove, California 94951, telephone: (707)795-6011). Notification sent to individual Battalion Chiefs shall be addressed to that Employee at the address stated in this section. Each be specifically authorizes the District to provide copies of any such notices to BC Davidson, and hereby waives any claim based on provisions of such notice.

SECTION 24 SEVERABILITY

- A. The provisions of this Agreement shall be subordinate to any present or subsequent federal law, state law or District provision.
- B. Should any part of this Agreement be rendered or declared illegal or invalid by statute or decree of a court of competent jurisdiction, this invalidation shall not affect the remaining portions of this Agreement.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 25 FULL UNDERSTANDING, MODIFICATION WAIVER

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be required to negotiate, with respect to any matter covered herein.

The waiver of any breach of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

SECTION 26 RENEGOTIATIONS

In the event either party desires to renegotiate a successor Agreement, such party shall serve upon the other during the period July 1, 2023 to June 30, 2024 its written request to begin negotiations.

Formal negotiations should begin no later than March 1, 2024.

SECTION 27 TERM

This Agreement shall become effective July 1, 2023 except as otherwise specifically provided herein, and shall expire when replaced with a successor agreement.

SECTION 28 RULES AND REGULATIONS

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

1. Personnel Rules and Regulations;
2. Employer-Employee Relations Rules and Regulations.

The District shall not change the rules and regulations listed herein without first meeting and conferring with the Battalion Chiefs and Union.

SECTION 29 COURT APPEARANCES FOR ON ENGINE BATTALION CHIEFS

- A. Battalion Chiefs subpoenaed to court, litigation, or investigations due to employment with District during off-duty hours shall receive a minimum of Two (2) hours' pay at their current pay rate.
- B. Court appearances in excess of two (2) hours shall be compensated at the regular hourly rate of pay. If, however, a Battalion Chief has completed a regularly scheduled work shift and then is required to be in court on the same day, the overtime rate shall be used to compute pay.

SECTIONS 30 BILINGUAL PAY

Employees designated as proficient in the Spanish language shall receive two percent (2%) additional pay.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

SECTION 31 LEAVE OF ABSENCE

- A. Employees may request a leave of absence, without pay, in writing to the District upon the exhaustion of their accumulated paid leave.
- B. The requirement to use all accrued sick leave or vacation leave does not apply in situations where state or federal law do not allow the employer to require use of vacation or sick leave prior to granting an unpaid leave of absence.
- C. A leave of absence may be approved as follows:
 - 1. By the department head for a time not exceeding twenty-four (24) working hours.
 - 2. By the District Office for any time exceeding twenty-four (24) working hours.

SECTION 32 MILITARY LEAVE

The Rancho Adobe Fire Protection District shall comply with all applicable federal and state laws relating to an Employee's absence due to military leave or duty.

SECTION 33 GREIVANCE

Definitions:

- A. A "grievant" is an employee, or a group of employees.
- B. A "grievance" is a claimed violation, dispute, misinterpretation, inequitable application or non-compliance with any provision of this memorandum of understanding, or any District ordinance, resolution, rule or regulation affecting working conditions; including disputes over discipline, limited to suspensions, reductions in salary, demotions and terminations.
- C. Grievances shall follow the 2007 revised Grievance procedure.

SECTION 34 RETROACTIVE APPLICATION

This MOU once ratified shall be retroactive to July 1, 2023

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

Dated: June 21, 2023

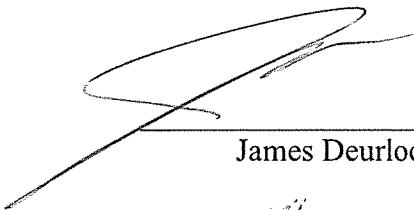
Rancho Adobe Fire District

By: Brian Proteas

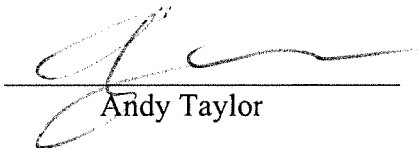
Title: Director

Dated: June 21, 2023


Represented Employees:



James Deurloo



Andy Taylor



Herb Wandel

All parties listed above agree to the terms and conditions of the MOU.

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

RANCHO ADOBE FIRE PROTECTION DISTRICT

Battalion Chiefs' Employment Agreement

APPENDIX A

56 HOURS PER WEEK (2920 HOURS PER YEAR)

5%

Effective: July 1, 2023 through June 30, 2024

ADMINISTRATIVE

| RANK | PER | Acting BC | 1st Step | 2nd Step | 3rd Step | 4th Step | 5th Step |
|------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|
| BATT CHIEF | Year | 120467.24 | 137332.70 | 141452.55 | 145696.13 | 148600.28 | 154569.08 |
| | Month | 10038.94 | 11444.39 | 11787.71 | 12141.34 | 12383.36 | 12880.76 |
| | Semi-Month | 5019.47 | 5722.20 | 5893.86 | 6070.67 | 6191.68 | 6440.38 |
| | Hour | 41.26 | 47.03 | 48.44 | 49.90 | 50.89 | 52.93 |

40 HOUR SHIFT WEEK (2080 HRS PER YEAR)

Effective: July 1, 2023 through June 30, 2024

| ADMINISTRATIVE | # | # | # | # | # | # | # |
|----------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|
| RANK | PER | Acting BC | 1st Step | 2nd Step | 3rd Step | 4th Step | 5th Step |
| BATT CHIEF | Year | 120467.20 | 137332.66 | 141452.55 | 145696.13 | 148600.28 | 154569.08 |
| | Month | 10038.93 | 11444.39 | 11787.71 | 12141.34 | 12383.36 | 12880.76 |
| | Semi-Month | 5019.47 | 5722.19 | 5893.86 | 6070.67 | 6191.68 | 6440.38 |
| | Hour | 57.92 | 66.03 | 68.01 | 70.05 | 71.44 | 74.31 |

| | Step | New S/M Rate | Incentive Pay | Hourly Rate |
|-------------|------|--------------|---------------|-------------|
| Andy | 5th | \$6,440.38 | \$64.40 | \$74.31 |
| Herb | 5th | \$6,448.38 | | \$74.31 |
| | | | | |

RANCHO ADOBE FIRE PROTECTION DISTRICT

Battalion Chiefs' Employment Agreement

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

From: Brown, Patricia [mailto:Patricia_Brown@CalPERS.CA.GOV]
Sent: Tuesday, October 20, 2009 9:23 AM
To: 'Andy Taylor'
Cc: 'sdavidson@RANCHO-ADOBE-FIRE.ORG'; Fama, Edward
Subject: RE: Updated MOU

Hello gentlemen:

Sorry it has taken so long to get back with you, we have reviewed the revised language for the MOU for the Battalion Chief and the language regarding the Management Incentive Pay does meet the definition.

Thank you for your patience.

Patricia Brown

From: Andy Taylor [mailto:ataylor@RANCHO-ADOBE-FIRE.ORG]
Sent: Wednesday, September 30, 2009 9:56 AM
To: Brown, Patricia
Subject: Updated MOU

Patricia, Thank-You for your observations. We see that the way we were writing this is misleading. We believe we have clarified things in this rewrite. Simply Comp time and Admin leave are for above and beyond the required normal working hours of 3200 per year and we now understand and are resolved to the fact that these hours cannot apply to PERS retirement. Our salary and management incentive pay is what compensates us for the 3200 required hours worked by this contract.

Steve and Andy

RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Pension Contract Management Services & Prefunding Programs
P.O. Box 942703
Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377)

**CERTIFICATION
OF
FINAL ACTION OF GOVERNING BODY**

I hereby certify that the Board of Directors of the
(governing body)
Rancho Adobe Fire Protection District
(public agency)

considered and adopted on October 25, 2017, by an affirmative vote of a
(date)
majority of the members of said Governing Body, **Ordinance / Resolution No. R-4**
approving the attached contractual agreement between the Governing Body of said Agency
and the Board of Administration of the California Public Employees' Retirement System, a
certified copy of said **Ordinance / Resolution** in the form furnished by said Board of
Administration being attached hereto.

Adoption of the retirement benefit increase/change was not placed on the consent
calendar.

Jennifer Ober
Clerk/Secretary

Board Clerk
Title

Date 10-25-17

FY 2017/2018

**RESOLUTION
AUTHORIZING AN AMENDMENT TO THE CONTRACT**

No. R-4

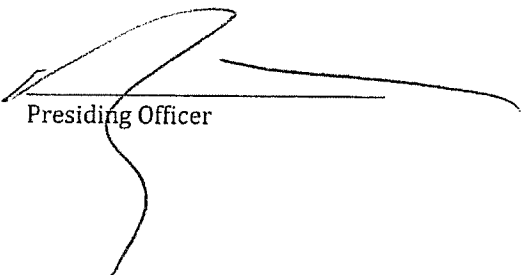
WHEREAS, the Board of Administration of the California Public Employees' Retirement System and the _____ of the _____ entered into a contract effective on _____ providing for the participation of said public agency in the California Public Employees' Retirement System; and

WHEREAS, it is now desirable to take advantage of certain benefits provided under said Retirement System and not included in said contract;

NOW, THEREFORE, BE IT RESOLVED, that said governing body authorized, and it does hereby authorize, an amendment to said contract, a copy of said amendment attached hereto and by such reference made a part hereof as though herein set out in full; and


NOW, THEREFORE, BE IT FURTHER RESOLVED, that the presiding officer of said governing body is hereby authorized, empowered and directed to execute said amendment for and on behalf of said public agency.

Adopted this 25th day of October, 2017.



Presiding Officer

Attest:



Clerk/Secretary

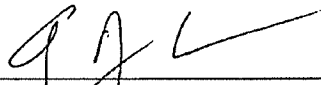
RANCHO ADOBE FIRE PROTECTION DISTRICT
Battalion Chiefs' Employment Agreement

Side Letter to Battalion Chief's MOU

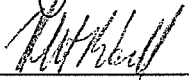
Effective Date: 1-1-2017

As soon as administratively possible, CalPERS shall note the following language changes in the Battalion Chief's MOU, Section 16, Retirement:

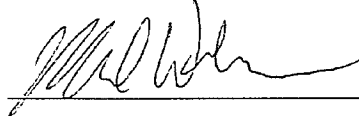
Classic Tier 1 and Tier 2 Safety Members have agreed to pay 3% towards cost-sharing in addition to the 9% normal member rate, for a total of 12%.



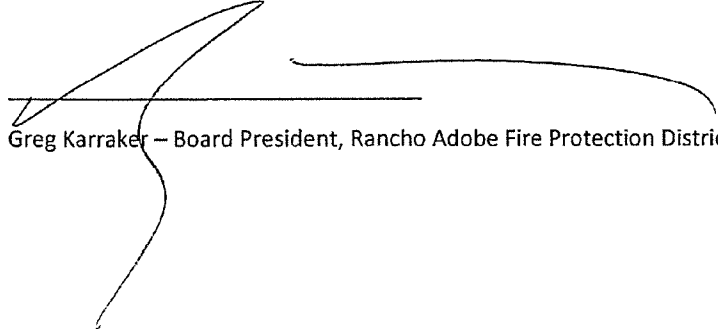
Andy Taylor, Battalion Chief



Herb Wandel, Battalion Chief



Mike Weihman, Battalion Chief



Greg Karraker – Board President, Rancho Adobe Fire Protection District