



Memorandum of Understanding between the Schell Vista Association of Professional Firefighters and the Schell Vista Fire Protection District

July 1, 2021 - June 30, 2024

## **AGREEMENT**

This Agreement is entered into by and between the Schell Vista Fire Protection District ("District") and the Schell Vista Firefighters Association ("Association").

### **ARTICLE I - FULL UNDERSTANDING AND AGREEMENT**

This Agreement will serve to memorialize the understanding of the parties regarding the Association terms and conditions of employment with the district. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both parties.

### **ARTICLE II - FOR CAUSE EMPLOYMENT**

The Firefighters Association with the District shall not be for any particular term and the member will be subject to all applicable District personnel rules and regulations pertaining to performance and discipline. In this regard, it is understood that an employee serves as a "for cause" employee, meaning their employment with the district may be terminated by the district for reasons and in the procedural manner provided by the district's personnel rules and State law.

### **ARTICLE III - TERMINATION OF AGREEMENT**

As provided above, the employee shall be separated from employment with the district and the terms and conditions of employment of this Agreement terminated only for cause in accordance with District personnel rules, policies, and procedures regarding employee performance and discipline and applicable provisions of the Firefighters Procedural Bill of Rights Act.

#### **Article III - PAYROLL DEDUCTION OF DUES**

The district agrees to deduct semi-weekly dues and assessments, in an amount certified to be current by the Secretary-Treasurer of the Association, from the pay of those employees who individually request in writing that the Employer shall remit such deductions each month to the Treasurer of the Association. This authorization shall remain in full force and effect during the term of this agreement.

#### **Article IV - GRIEVANCE PROCEDURE**

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

- The Association or individual employee shall have the right to representation at any or all steps of the grievance process.
- All expenses of arbitration shall be shared equally by the District and the Association.

**ARTICLE V - WORK DAYS AND HOURS**

**Work Hours:**

Shift Employees shall be defined as those employees who are assigned to work 56 hours per week in 24 hour shift periods.

The Firefighting "Shift employee" schedule shall consist of two twenty-four (24) hr. shifts, followed by ninety-six (96) hours off duty.

All suppression "shift" employees covered by this Memorandum of Understanding shall work a fifty-six (56) hour work week with a three (3) platoon system. A work shift shall be defined as twenty-four hours (24), commencing at 8:00 am and continuing through to 8:00 am the following day.

**Duty Period:**

All suppression "shift" employees will work a fifty-six (56) hour week, under the 2 x 4 schedule, in a twenty-four (24) day cycle.

X = 24 hour on - duty period

0 = 24 hour off - duty period (Example) XX0000 / XX0000 / XX0000 / XX0000

**Fair Labor Standards Act (FLSA):**

FLSA is required when the employer has five (5) or more employees. The Fire district may also establish a 24-hour shift after electing a FLSA 207(k) extended work period between 7 and 28 days that is regular and recurring, and that includes the beginning date of the work period and the length of the work period. For example, the Fire Chief may establish a 24-day work period that is regular and recurring that begins on a certain date [e.g., July 1, 2016] for employees involved in fire protection activities. Employees in fire protection activities that are on this 24-day work period must be paid 1 ½ time their regular rate for any hours worked over 192. Should the Fire Chief establish a 24 hour shift after electing a FLSA 207(k) extended work period and should this apply to the full time employees, the full time employees will be notified in writing by a notation in his payroll records as to the length of the work period and the beginning date of the work period.

**ARTICLE VI - SALARY**

**A. Increases pursuant to Salary Schedule**

The employees shall be eligible for a monthly salary as set forth in the attached salary schedule (Appendix "A"). Monthly salary is base rate salary based on a 56-hour work week.

**B. Additional Salary Increases at Discretion of Board**

In addition, the Board has discretion at any time to award additional salary increases beyond those set forth in the attached salary schedule.

C. Cost of Living:

For purposes of a reference point the Bay Area Cost of Living Index will be established from the month of March of the current year to March of the previous year.

**ARTICLE VII - LONGEVITY PAY**

The employee is eligible for longevity pay as follows:

5 Years of Service 5% of current base salary

10 Years of Service 5% of current base salary

15 Years of Service 5% of current base salary

Longevity Pay will not exceed 15%

**ARTICLE VIII – OVERTIME**

The employee, when on a standard work period, shall receive overtime for time that he/she works beyond 56 hours in the standard work period.

The amount of hours that must be worked to earn overtime when on a regular and recurring FLSA 207(k) extended work period will be determined based upon the number of days established for the FLDA 207(k) work period and will be set forth in the FLSA 207(k) extended work period arrangement when it is established.

All overtime shall be paid at one and on-half (1 ½) times the base rate inclusive of incentives. For the purpose of this agreement, paid vacation and sick leave shall be treated as time worked.

**Article IX - SHIFT EXCHANGE**

Employees shall have the right to exchange shifts when approved by the Assistant Chief in writing and the change does not interfere with the operation of the Fire District. Shift exchanges must be rank for rank.

**Article X - STAFFING**

The following minimum staffing schedule shall be maintained for each shift, 24 hours a day. Except as provided, each position shall be filled with Schell Vista Professional Firefighters Association personnel covered within this MOU who are qualified for the position. The Schell-Vista Professional Firefighters Association shall have "First Right of Refusal" for all shifts per rank. Normal minimum staffing levels shall be two full-time personnel, one Captain and one Engineer.

The parties agree to the principle of staffing each of the two positions on the district's staffed engine companies with qualified personnel. When a position needs to be covered due to vacation, illness, injury, etc., overtime shall be hired on a rank for rank basis whenever possible. If a person of the same rank is not available to work, that position shall next be offered to a qualified actor. An Engineer may work one rank up as an Acting Captain. A Captain may not work any rank below their current rank.

If full-time engineer coverage cannot be attained, the shift can be offered to a qualified Volunteer Engineer. Qualifications for a Volunteer Engineer to work shift relief will be established by minimum standards set forth in the Career Development Guide. With the final approval be from the Fire Chief or Assistant Chief. The Volunteer Engineer will be compensated current Volunteer Engineer Stipend rate.

If no full-time association member, or stipend employee is available to work, then one of the full-time personnel will be mandatory to work. The mandatory overtime list shall be utilized when deemed appropriate. The people with the lowest mandatory hours will be force on-duty. Mandatory overtime shall be used on a rack for rank basis.

**Acting Captain Program:**

The district will implement an Acting Captain program no later than December 31, 2021.

When a full-time captain is requesting time off, the Acting Captain program will be utilized. The Acting Captain will be compensated at Step 1 of the current Captain salary as discussed in Appendix A of the MOU starting on the first shift.

Refer to the Acting Captain Policy for qualifications

**It is understood if a full-time employee is injured and will be off duty for 20 or more shifts an approved volunteer may fill in at their approved Stipend Rate per day.**

**Article XI - PERSONNEL REDUCTION**

In the case of a personnel reduction, the employee with the least seniority in the rank of Captain, Firefighter, or Engineer shall be laid off first. The Employer and the Association agree and understand that if the need for personnel reduction should arise, said reduction will come first from the ranks of firefighter/engineer before any person holding the rank of Fire Captain or hirer is laid off. No new employees shall be hired until the laid off employee has been given the opportunity to return to work, provided that said laid off employee has reached a permanent status, and less than two (2) years has elapsed from the date of lay-off.

**ARTICLE XII - BENEFITS**

The district incorporates by references herein all the benefits to which the **employee** is entitled pursuant to District policies and procedures. These benefits include but are not limited to:

A. Medical, Dental and Vision Coverage

Medical, dental, and vision coverage for the employee is 100% covered by the district. Family and dependents will pay 30% of the all-monthly premiums and the district will pay 70% of the monthly premium (Medical, Dental, Vision). The base plan is Blue Shield Basic. If the employee chooses a different plan and is more expensive than the Blue Shield Basic, the employee will pay the difference.

B. Uniform Allowance

The annual Uniform Allowance was added into salary effective July 1, 2016.

C. Class A Uniform

The district will provide one complete set of Class A uniforms to each employee. The Class A uniform must comply with the districts uniform policy. The company providing the uniform will invoice the district directly. All initial necessary alterations will be covered by the district. Any alteration after the initial purchase will be paid for by the employee.

\$1200.00 per employee

#### D. Education Incentive Program

The employee shall be eligible to participate in the District's Education Incentive Program. A copy of the District's Education Incentive Program is included in Appendix "B" of this Agreement.

#### E. Continuing Education:

Effective July 1<sup>st</sup>, 2022 to June 30, 2023 ***for these year's only*** the district will commit \$600 per association member per fiscal year towards continuing education. The classes that are taken ***cannot*** be used as part of the districts Educational Incentive Program, relating to the annual 16 hours that is required annual for maintenance per Appendix B of the MOU. The class must be approved by the Fire Chief or Assistant Fire Chief prior to taking the class. This is not a district sponsored program, merely avenue for the employee to continue their education. A receipt for the class must be submitted to the Fire Chief or the Assistant Fire Chief. This is an elective program. This is not a pensionable item...

### ARTICLE XIII - LEAVES

Sick leave is a form of insurance that employees accumulate in order to provide a cushion for incapacitation due to illness or as otherwise provided in this policy. It is intended to be used only when actually required to recover from illness or injury or as time *off* for medical and dental appointments to the extent that such appointments cannot be scheduled outside the workday. One-half of the annual sick leave time accrued may be used for kin care purposes as described below. The first 24 hours of sick leave provided in a 12-month period may be used for purposes in accordance with the California Paid Sick Leave law (Labor Code §§ 245-249) as provided in this policy. Sick leave is not for "personal" absences. Employees may request accrued vacation time *off* to cover other "personal" absences not covered by this sick leave policy. The district will not tolerate abuse or misuse of your sick leave privilege.

An employee accrued paid sick leave from the first date of employment at the rate of one-half (1/2) shift (12) Hours of sick leave for each month or major fraction thereof worked.

Sick leave may be used as provided for by law and also pursuant to District policies and procedures as incorporated by reference herein.

An employee can begin using their accrued paid sick leave after their first day of employment.

If an employee exhausts all available sick leave, the district will then apply any available vacation days to cover any additional absences.

For an employee who is absent longer than 2 (two), 24 (twenty-four) hour shifts due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work may be required to provide medical verification of the need for leave before the Agency honors any sick pay requests. District may withhold sick pay if it suspects that sick leave has been misused.

An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable. Failure to do so without good reason shall result in Paid sick leave will not be granted to any employee to permit an extension of the employee's vacation.

Supervisors shall have the discretion to place employees on sick leave when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.

Accrual Cap and Carryover of Sick Leave

An employee can accrue a maximum of one hundred and twenty shifts (2880 hours) of accrued sick leave that

may be carried over from year to year, thereby providing a cushion for those times when illness is a more frequent event. Once an employee hits this accrual cap, they will not accrue any additional paid sick leave until they fall below the accrual cap.

Sick leave granted by the employer and used by an employee shall be deducted from the employee's accrued sick leave balance.

Sick leave shall only accrue for time worked. The following shall be treated as time worked for the purpose of this article: (1) Employees granted a leave of absence with pay or other approved leave, such as paid vacation or paid sick leave; (2) periods of leave without pay not exceeding three (3) weeks; and (3) period of non-charge leave for work-connected illness or injury if the disability is determined to be temporary.

Sick leave will not be accrued by an employee absent from duty after separation from service, or during an authorized leave of absence without pay that exceeds three (3) weeks, or any other absence from duty not authorized by the employer.

#### California's Paid Sick Leave Law

In accordance with California's Paid Sick Leave law, an employee may use the first 24 hours of accrued paid sick leave in a 12-month period for one of the following reasons: for their own health care needs or for those of the employee's following family members:

For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:

Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.

Spouse or Registered Domestic Partner

Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

Grandparent

Grandchild.

Sibling.

To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

A temporary restraining order or restraining order.

Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.

To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Any additional paid sick leave provided to an employee beyond 3 days or 24 hours in a 12-month period can only be used for the employee's own diagnosis, care, or treatment of an existing health condition or preventative care. In addition, the district will also provide the use of such additional paid sick leave to attend to the illness of an employee's child, parent, spouse, registered domestic partner, or registered domestic partner's child in accordance with the "Kin Care" provisions of this policy.

Employees do not receive compensation for any unused, accrued paid sick leave at the time of separation of

employment. However, if an employee is rehired with the district within 12 months of the previous separation

of employment, the district will reinstate up to 6 days or 48 hours of previously accrued but unused paid sick leave that the employee previously had accrued.

## Kin Care

Employees may use up to one-half of their yearly sick leave accrual to attend to a child, parent, spouse, registered domestic partner, or registered domestic partner's child who is ill. Leave for this purpose may not be taken until it has actually accrued.

For purposes of kin care sick leave use, the following definitions apply:

A "child" is defined as a biological, foster, or adopted child; stepchild; or a legal ward. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.

A "parent" is your biological, foster, or adoptive parent; stepparent; or legal guardian.

A "spouse" is your legal spouse according to the laws of California, which do not recognize "common law" spouses (a union that has not been certified by a civil or religious ceremony). All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used for care of a child, parent, or spouse.

A "domestic partner" is another adult with whom you have chosen to share your life in an intimate and committed relationship of mutual caring, and with whom you have filed a Declaration of Domestic Partnership with the Secretary of State.

A "domestic partner's child" is the biological, foster or adopted child, stepchild, or legal ward of your domestic partner. A "domestic partner's child" also may be someone for whom your domestic partner has accepted the duties and responsibilities of raising, even if he or she is not your domestic partner legal child.

## Use of Paid Sick Leave Required Before Unpaid Leave of Absence

You are required to take accrued and unused paid sick leave before taking unpaid leave, or having unpaid absences related to family and medical leaves as allowed under California and federal law. Family and Medical Leave (under both state and federal law) (when and if applicable) is included in this requirement.

If you are absent for a reason that qualifies you for Paid Family Leave (**PFL**) payments, and you have not yet accrued or have no vacation available, you may use any accrued and unused sick leave during the 7-day waiting period before PFL benefits begin. You must exhaust all paid sick leave before taking any unpaid absences.

Employees who are absent because of their own disability may be eligible for State Disability Insurance (SDI) benefits. SDI payments do not begin until after you have been absent from work for 7 calendar days. If you have accrued paid sick leave, sick leave will be used for the first 7 days, before SDI payments begin. If you have no accrued sick leave, any accrued vacation will be used during this waiting period.

SDI benefits do not replace all of your usual wages. Your SDI benefits will be supplemented with any accrued and unused sick leave. If you have no sick leave, or once you exhaust your sick leave, accrued and unused vacation will be used to supplement your SDI benefits.

## Paid Sick Leave and Workers' Compensation Benefits

Paid sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance.

However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked.



If you have accrued and unused sick leave, the additional absences from work will be paid with the use of sick leave.

If you do not have accrued, paid sick leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further work absences related to your illness or injury.

#### Reimbursement for Accrued Sick Leave

Upon separation, the district does not pay employees for accrued and unused sick leave balances.

#### Abuse of Sick Leave

An employee shall be subject to disciplinary action for abuse of sick leave which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as defined herein

#### Excessive Use of Sick Leave

Excessive use of sick leave, tardiness, and failing to use the call-in procedures when absent or tardy, can negatively impact the performance of your job or affect others in the performance of their job. Factors that will be considered in determining whether use of sick leave is excessive include, but are not limited to, the number of absences compared to other employees, whether absenteeism is limited to a finite time period or whether it continues over time, the basis for the absenteeism and the significance of the impact on the performance of your job or of others.

#### Return to Work

Regular employees unable to perform the essential functions of their position, with or without reasonable accommodation, as a result of a physical or psychological illness or injury for a period of six (6) months from the first date of the absence may:

Be terminated from employment if additional time off is no longer reasonable for the district. Employees who are separated pursuant to this section shall be accorded procedural due process (i.e., notice and an opportunity to respond to the separation) in accordance with the appeal procedures for disciplinary actions outlined in these rules and procedures; or

If disabled, be retired under the Public Employees Retirement System; or

Be offered the opportunity to resign from the position and be placed on a rehire list for a period not to exceed one (1) year. Any employee returning to work pursuant to this section shall provide to the [insert department name] verification from a medical practitioner of his/her ability to return to work and perform the essential functions of his/her position, with or without accommodation.

If during the period in which the employee is on the rehire list, the employee is physically and/or psychologically able to resume the duties of his/her previous position and there is a vacant position in the employee's classification, the employee will be entitled to return to that position with all the rights, benefits, and responsibilities of a regular employee. However, an employee on a rehire list shall not accrue seniority. Thus, the employee will return to work with the same amount of seniority held prior to being placed on the rehire list.

Placement on the rehire list does not preclude an employee from applying for a disability retirement.

Medical Leaves of Absence: Employees on family medical leave, pregnancy disability leave, or other statutory leaves will not be terminated or offered the rehire list option in lieu of separation during such leave if separation during such leave would be precluded by law.

Whenever an employee has been given a permanent and stationary rating by the Industrial Accident Commission of the State of California, return to the job must be based on the same medical information that the employee used in order to obtain the award. Unless these medical facts are very carefully considered, subsequent injuries or aggravations of the original injury can occur. It is the policy of the employer that an employee return to duties he/she can perform safely without undue risk or further injury to other employees.

It is, likewise, the policy of the employer that if the employee cannot do so or if he/she is unable or unwilling to accept some other vacant position which the employee is psychologically and/or physically and otherwise qualified to

perform, his/her employment will be terminated.

The medical criteria presented to the Industrial Accident Commission by the employee and his/her doctor shall be obtained and utilized by the employer and interpreted in terms of specific job restrictions and limitations. The department director, or his/her designee, shall then interpret and apply such job restrictions and limitations to the specific physical and/or psychological requirements of the employee's position and make a recommendation to the Schell Vista Fire District. A determination shall be made by the Fire Chief as to whether or not the employee shall:

Return to the job.

Transfer to some other vacant position for which he/she is qualified based upon physical or psychological ability and experience; or separate from employment.

Conflict with Memorandum of Understanding:

If a negotiated Memorandum of Understanding (MOU) provision is in conflict with a provision of this policy, the MOU provision shall be followed unless this provision was negotiated more recently.

Record Keeping

The district will provide accurate accrued sick leave hours on the bi-weekly pay stub.

The district incorporates by references herein all the leaves to which the employee is entitled pursuant to District policies and procedures and State and federal law. These leaves include but are not limited to:

A. Sick Leave Accrual:

During the term of this Agreement, all regular full-time employees shall accrue one-half (1/2) shift (12) Hours of sick leave for each month or major fraction thereof worked.

Sick leave shall accrue only for time worked. The following shall be treated as time worked for the purpose of this article: Paid vacation or sick leave; periods of leave without pay not exceeding three (3) weeks; periods of non-charge leave for work-connected illness or injury if the disability is determined to be temporary.

Employees may accumulate a maximum of one hundred and twenty shifts (2880) hours.

Sick leave may be used as provided for by law and also pursuant to District policies and procedures as incorporated by reference herein.

Sick leave may be used in one (1) hour increments.

The district will provide accurate accrued sick leave hours on the bi-weekly pay stub.

B. Bereavement Leave:

In addition to sick days provided herein, "Shift" employees shall be entitled to up to three (3) shifts (72) hours off in the event of a death of a member of the immediate family of the employee. Immediate family shall be defined as spouse and children of the employee, mother, father, sister, brother, grandmother, grandfather of the employee and those of the employee's spouse. Any additional time taken will be taken as vacation or comp time.

C. Emergency Leave:

Emergency Leave of up to three (3) shifts (72) hours per year will be granted to permanent "Shift" employees for family emergencies. These shifts may be taken only in the event of an immediate family illness or emergency. For the purposes of this section - Immediate family shall be defined as the spouse and children of the employee. The shifts are not accrued or transferable. Emergency leave is not part of vacation time or regular sick leave.

D. Maternity Leave:

Two (2) shift (48) hours to be granted for maternity leave for male/spouse/partner.

E. Holidays

The employee shall receive 12 Days off per year as holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Admission Day; Veterans' Day; Thanksgiving Day; Columbus Day, Christmas Day. In addition to the above, any other single day appointed by the President of the United States or the Governor of California and observed by the Authority.

The employee shall receive 12 hours of holiday pay at his/her hourly rate for each of the holidays listed above.

In addition to the established wage rates, the district shall pay "Shift employees" a premium of one-half (1/2) shift pay (12) hours per holiday listed above. Holiday pay will be paid at the rate 6 hours straight time inclusive of incentives on a semi-monthly basis. Holiday Pay is defined as compensation within the meaning of Section 20636 of the California Government Codes and Section 571(a) (5) of the CalPERS Regulations.

F. Vacation

1. Rate of Accrual

Vacation time shall be accumulated monthly from the onset of employment, according to the following schedule:

1-4 years	168 Hours per year (7 shifts)
5-9 years	240 Hours per year (10 shifts)
10-14 years	264 Hours per year (11 shifts)
15-19 years	288 Hours per year (12 shifts)
20 > years	312 Hours per year (13 shifts)

2. Accrual Cap

Vacation may not be accrued in excess of two times the employee annual accrual rate. The employee will cease to accrue vacation once he has accrued twice his annual vacation accrual until such time as his accrued vacation is reduced below this limit. For example, during his first

four years of employment with the district, the employee will accrue vacation at the rate of 168

hours per year. The employee's annual accrual cap is twice this amount or 336 hours. The employee will cease to accrue vacation once he/she has reached 336 hours until his accrued vacation falls below this amount

3. Cash-In of Vacation

The employee has the option to cash-in vacation days, up to a maximum of 168 hours cash payment, once during each fiscal year.

4. Increments for taking vacation

Vacation may be taken in one (1) hour increments.

5. The district will provide accurate accrued vacation hours on the semi - monthly pay stub

## **ARTICLE XIV - RETIREMENT**

The district shall contract with the California Public Employees Retirement System to provide a retirement plan.

Employees who qualify as "New Members" as that term is defined by the California Public Employees' Pension Reform Act of 2013 ("PEPRA") shall have the benefits that are required by PEPRA, which include, but are not limited to:

The district shall contract with the California Public Employees Retirement System to provide a retirement plan.

Employees who qualify as "New Members" as that term is defined by the California Public Employees' Pension Reform Act of 2013 ("PEPRA") shall have the benefits that are required by PEPRA, which include, but are not limited to:

- (1) 2.7% @ 57 Safety Retirement
- (2) 3 years' final compensation
- (3) Pay employee contributions equal to 50% of normal cost and no Employer Paid Member Contributions; and
- (4) Stricter limits on reportable compensation (referred to as "pensionable compensation" under PEPRA).

Additional benefits included with the district's contract with CalPERS are:

- (1) Limit Prior Service to Persons Employed on Contract Date
- (2) \$600 Retiree Death Benefit
- (3) Post-Retirement Survivor Allowance Continues After Remarriage
- (4) Post-Retirement Survivor Allowance with 100% prior service for local fire members
- (6) Fourth Level of 1959 Survivor Benefits

## **ARTICLE XV- EXISTING DISTRICT PERSONNEL RULES, POLICES AND PROCEDURES**

Unless changed by the express terms of this Agreement, all terms and conditions of employment established by written District personnel rules, policies and procedures in effect at the time of adoption of this Agreement shall remain in full force and effect unless and until changed in accordance with State law.

## **ARTICLE XVI - ADDITIONAL PROVISIONS**

### **A. Severability.**

It is the desire of the parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitration or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

### **B. Modification, Amendment, Waiver.**

No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by the Association and the District. The failure of the Association or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

### **C. Governing Law.**

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

### **D. Counterparts.**

This Agreement may be executed by the parties in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

## **Article XVII - Existing Benefits**

Changes in existing benefits or properties (vested right) existing benefits not encompassed by the provisions of this Agreement shall be made only following notice to and negotiation with the Association. Such changes shall be subject to the grievance procedure.

## **Article XVIII - SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

## **Article XIX - Duration of Agreement**

This Agreement shall be effective as of the **first day of July 2021** and shall remain in full force and effect until the **thirtieth day of June 2024**.

This agreement shall be automatically renewed from year to year; thereafter unless either party shall have notified the other, in writing, at least ninety (90) days prior to the expiration date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date of the Agreement.

I hereby accept all terms and conditions of the above on behalf of the Schell Vista Firefighters Association.

\_\_\_\_\_  
Sean Witherell, Lead Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chair on behalf of the Schell Vista Fire Protection District

\_\_\_\_\_  
Date

**"APPENDIX A "**

**Base Salary for Fiscal 2021-2022**

The figures below represent a 4.0% salary increase for Captain and 6% salary increase for Engineer is effective **July 1, 2021**

<b>Rank</b>	<b>Annual</b>	<b>Monthly</b>	<b>Semi Monthly</b>	<b>FLSA Hourly</b>	<b>FLSA OT</b>	<b>Hourly</b>	<b>Hourly+Hol</b>	<b>Overtime</b>
Engineer 1	71,254.39	5,937.87	2,968.93	26.37	39.55	24.47	25.68	36.70
Engineer 2	74,817.10	6,234.76	3,117.38	27.69	41.53	25.69	26.96	38.54
Engineer 3	78,557.97	6,546.50	3,273.25	29.07	43.60	26.98	28.31	40.47
Engineer 4	82,093.08	6,841.09	3,420.54	30.38	45.57	28.19	29.59	42.29
		-						
Captain 1	89,022.47	7,418.54	3,709.27	32.94	49.41	30.57	32.08	45.86
Captain 2	93,473.59	7,789.47	3,894.73	34.59	51.88	32.10	33.69	48.15
Captain 3	98,147.26	8,178.94	4,089.47	36.32	54.48	33.70	35.37	50.56
Captain 4	103,054.64	8,587.89	4,293.94	38.13	57.20	35.39	37.14	53.08

**Base Salary for Fiscal 2022-2023**

The figures below represent a 4.0% salary increase for Captain and 6% salary increase for Engineer is effective **July 1, 2022**

<b>Rank</b>	<b>Annual</b>	<b>Monthly</b>	<b>Semi Monthly</b>	<b>FLSA Hourly</b>	<b>FLSA OT</b>	<b>Hourly</b>	<b>Hourly+Hol</b>	<b>Overtime</b>
Engineer 1	75,529.65	6,294.14	3,147.07	27.95	41.92	25.94	27.22	38.91
Engineer 2	79,306.13	6,608.84	3,304.42	29.35	44.02	27.23	28.58	40.85
Engineer 3	83,271.45	6,939.29	3,469.64	30.81	46.22	28.60	30.01	42.89
Engineer 4	87,018.66	7,251.56	3,625.78	32.20	48.30	29.88	31.36	44.82
		-						
Captain 1	92,583.37	7,715.28	3,857.64	34.26	51.39	31.79	33.37	47.69
Captain 2	97,212.53	8,101.04	4,050.52	35.97	53.96	33.38	35.03	50.08
Captain 3	102,073.16	8,506.10	4,253.05	37.77	56.66	35.05	36.79	52.58
Captain 4	107,176.83	8,931.40	4,465.70	39.66	59.49	36.81	38.63	55.21

**Base Salary for Fiscal 2023-2024**

Effective **July 1, 2022**

On July 1, 2023, the SVPFA will be granted a 2% increase base pay salary increase. However, if the property tax estimate realized by the SVFPD (based on the secured property tax line item 40002 of County of Sonoma Property Tax Revenue for the SVFPD) as of June 1, 2023 is more than 2% above the previous year's property tax revenue, then for each full percentage increase in property tax the SVFPD realizes over 2%, the SVPFA's members will get a .5% additional increase in their annual base salary capped at a maximum possible percent of an additional 2% for a maximum of 4%.

At the July 7<sup>th</sup>, 2023, board meeting the board approved a 4% across the board salary increase effective July 1, 2023.

<b>Rank</b>	<b>Annual</b>	<b>Monthly</b>	<b>Semi Monthly</b>	<b>FLSA Hourly</b>	<b>FLSA OT</b>
Engineer 1	78,550.84	6,545.90	3272.95	29.07	43.61
Engineer 2	82,478.38	6,873.20	3436.60	30.52	45.78
Engineer 3	86,602.31	7,216.86	3608.43	32.05	48.08
Engineer 4	90,499.41	7,541.62	3770.81	33.49	50.24
Captain 1	96,286.70	8,023.89	4,011.95	35.63	53.45
Captain 2	101,101.03	8,425.09	4,212.54	37.41	56.12
Captain 3	106,156.09	8,846.34	4,423.17	39.28	58.92
Captain 4	111,463.90	9,288.66	4,644.33	41.25	61.88



## APPENDIX B"

### EDUCATION INCENTIVE PROGRAM

The purpose of the Program is to promote continued education and training.

**First Level:** All employees who have a Fire Science degree or 60 units toward a Fire Science degree shall receive a sum equivalent to **2.5%** of base monthly salary per Appendix A of this agreement. \*

**Second Level:** All employees who have a bachelor's degree, from an accredited school, shall receive a sum equivalent to **5%** of base monthly salary per Appendix A of this agreement. \*

**Third Level:** All employees who have a Fire Officer Certificate from the California State Fire Marshal's Division of Training shall receive a sum equivalent to **2.5%** of base monthly salary per Appendix A of this agreement. \*

**Required Continued Education and Training:** In order to retain the education incentive an employee will be required to complete 16 - hours of training per fiscal year. The employee that does not submit proof of the 16-hours requirement prior to July 1 of each year will lose all education incentive until the 16 hours has been submitted and approved by the Fire Chief. The employee will not receive retroactive pay for the time they were out of compliance.

**Educational units/credits:** College units or credits can be converted to eligible educational hours based on the following formula: 1 unit of college = 18 hours, 1 Credit= 12hours.

All required continued education and training hours, units or credits must be applicable to your rank and must be pre-approved by the Fire Chief prior to taking the course.

\*A maximum allowable percentage of **7.5%** educational incentive of base salary can be achieved.