

MEMORANDUM OF UNDERSTANDING

BETWEEN

RODEO-HERCULES FIRE PROTECTION DISTRICT

AND

**UNITED PROFESSIONAL FIRE FIGHTERS, I.A.F.F.,
LOCAL 1230**

October 01, 2009 through September 30, 2012

**MOU – RHFPD/IAFF L1230
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MEMORANDUM OF UNDERSTANDING

BETWEEN

RODEO-HERCULES FIRE PROTECTION DISTRICT

AND

UNITED PROFESSIONAL FIRE FIGHTERS, I.A.F.F., LOCAL 1230

This Memorandum of Understanding (MOU) is entered into pursuant to the authority contained in Board of Director's Resolution 6-01 and has been jointly prepared by the parties.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the Fire Suppression Unit and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on matters relating to the employment conditions and employer-employee relations covering such employees.

This Memorandum of Understanding shall be presented to the Rodeo-Hercules Fire Protection District's Board of Directors as the joint recommendation of the undersigned for salary and employee benefit adjustments for the period beginning October 1, 2009 and ending September 30, 2012.

In the event provisions of this Memorandum of Understanding contradict any resolution, administrative bulletin or personnel rules of the District, the terms of this Memorandum of Understanding shall prevail.

DEFINITIONS:

- A. Appointing Authority: Fire Chief/Administrator unless otherwise provided by statute or ordinance.
- B. Class: a group of positions sufficiently similar with respect to the duties and responsibilities that similar selection procedures and qualifications may apply and that the same descriptive title may be used to designate each position allocated to the group.
- C. Class Title: the designation given to a class, to each position allocated to the class, and to the employees allocated to the class.
- D. Demotion: the change of a permanent employee to another position in a class allocated to a salary range for which the top step is lower than the

top step of the class which the employee formerly occupied or as otherwise provided for in this Memorandum of Understanding or in the Personnel Policy Manual.

- E. District: Rodeo-Hercules Fire Protection District.
- F. Eligible: any person whose name is on an employment or reemployment or layoff list for a given class.
- G. Employee: a person who is an incumbent of a position or who is on leave of absence in accordance within the provisions of this Memorandum of Understanding or applicable statute or authority and whose position is held pending the employee's return.
- H. Employment List: a list of persons, who have been found qualified for employment in a specific class.
- I. Fire Chief/Administrator:
Fire Chief/Administrator, or Fire Chief/Administrator as used in this Memorandum of Understanding shall mean the Fire Chief/Administrator or his/her designee.
- J. Layoff List: a list of persons who have occupied positions allocated to a class and who have been involuntarily separated by layoff or displacement or have voluntarily demoted in lieu of layoff.
- K. Personnel: the same as employee.
- L. Promotion: the change of a permanent employee to another position in a class allocated to a salary range for which the top step is higher than the top step of the class which the employee formerly occupied.
- M. Position: the assigned duties and responsibilities calling for the regular full-time employment of a person.
- N. Reclassification: the act of changing the allocation of a position by raising it to a higher class or reducing it to a lower class on the basis of significant changes in the kind, difficulty or responsibility of duties performed in such position.
- O. Reemployment List: a list of persons, who have occupied positions allocated to any class and who have voluntarily separated and are qualified for consideration for reappointment.

- P. Regular Status Employee: any position which has required, or which will require the services of an incumbent without interruption, for an indefinite period.
- Q. Resignation: the voluntary termination of permanent employment with the District.
- R. Shift Employee: any employee working twenty-four (24) hour duty shifts.
- S. Temporary Employment: any employment which will require the services of an incumbent for a limited period of time, paid on an hourly basis, not in an allocated position or in permanent status.
- T. Union: International Association of Fire Fighters, Local 1230, and A.F.L.-C.I.O.

SECTION 1 - RECOGNITION

1.1 Union Recognition.

The Union is the formally recognized employee organization for the Fire Suppression Unit and such organization has been certified as such by the Board of Directors pursuant to the May 12, 1993 Board of Directors Minutes.

1.2 Dues Deduction.

The Union, as the recognized majority representative, may have dues deduction and as such the Union has the exclusive privilege of dues deduction for all members in its unit.

Dues deduction shall be based on the voluntary written authorization of the employee, which shall remain in effect so long as the employee remains in a unit represented by the Union unless such authorization is canceled in writing by the employee in accordance with the provision set forth in Section 1.5. The dues deduction shall be for a specified amount and uniform between members of the Union. The Union shall indemnify, defend, and hold the District harmless against any claims made and against any suit instituted against the District on account of dues deduction.

1.3 Dues Authorization.

Employees hired in classifications assigned to the unit represented by the Union shall, as a condition of employment at the time of employment, complete a Union dues authorization card provided by the Union and shall have deducted from their paychecks the membership dues of the Union. Said employees shall have thirty (30) days from the date of hire to decide if they do not want to become a member of the Union.

Such decision not to become a member of the Union must be made in writing to the Auditor-Controller within said thirty (30) day period. If the employee decides

not to become a member of the Union, any union dues previously deducted from the employee's paycheck shall be returned to the employee and said amount shall be deducted from the next dues deduction check sent to the Union. If the employee does not notify the County in writing of the decision not to become a member within the thirty (30) day period, the employee shall be deemed to have voluntarily agreed to pay the dues of the Union. Each such dues authorization form referenced above shall include a statement that the Union and the District have entered into a Memorandum of Understanding, that the employee is required to authorize payroll deductions of Union dues as a condition of employment, and that such authorization may be revoked within the first thirty (30) days of employment upon proper written notice by the employee within said thirty (30) day period as set forth above. Each such employee shall, upon written completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of the employee's right to revoke said authorization.

1.4 Maintenance of Membership.

All employees in units represented by the Union who are currently paying dues to the Union and all employees in such units who hereafter become members of the Union shall, as a condition of continued employment, pay dues to the Union for the duration of this Memorandum of Understanding and each year thereafter so long as the Union continues to represent the position to which the employee is assigned, unless the employee has exercised the option to cease paying dues in accordance with Section 1.5.

1.5 Withdrawal of Membership.

By notifying the Auditor-Controller's Department in writing, between June 1 to June 30 of any year, any employee may withdraw from Union membership and discontinue paying dues as of the payroll period commencing June 1st, and reflected in the July 10th paycheck. Immediately upon the close of the above-mentioned thirty (30) day period, the Auditor-Controller shall submit to the Union a list of the employees who have rescinded their authorization for dues deduction.

1.6 Agency Shop

A. An Agency Shop provision shall be implemented in accordance with Government code Section 3502-5, except as noted below.

B. The Agency Shop shall be implemented for all employees in the representation unit only after certification of a secret ballot election, conducted by the State Mediation and Conciliation Service (SMCS), in which a simple majority of those voting elect to implement an Agency Shop/Fair Share provision. Such election shall be conducted in accordance with procedures established by SMCS. All employees in the Representation Unit are eligible to vote in the Agency Shop/Fair Share Election.

- C. The Agency Shop provision may be rescinded in accordance with Government Code Section 3502-5(d).
- D. The Union shall provide the District with a copy of the Union's Hudson Procedure for the determination and protest of its agency shop fees. The Union shall provide a copy of said Hudson Procedure to every fee payor covered by this MOU within one month from the date of the Agency Shop/Fair Share election and annually thereafter.
- E. The Union shall indemnify, defend, and save the District harmless against any and all claims, demands, suites, orders, or judgments, or other forms of liability that arise out of or by reason of this Union security section, or action taken or not taken by the District under this Section. This includes, but is not limited to, the District's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

SECTION 2 - UNION SECURITY

2.1 Communicating With Employees.

The Union shall be allowed to use designated portions of bulletin boards or display areas in public portions of District buildings or in public portions of offices in which there are employees represented by the Union, provided the communications displayed relate to official organization business such as times and places of meetings and further provided that the Union appropriately posts and removes the information. The Fire Chief/Administrator reserves the right to remove objectionable materials. Any material removed will be forwarded to the Union representative.

The Union shall be allowed access to work locations in which it represents employees for the following purposes:

- A. to post literature on bulletin boards;
- B. to arrange for use of a meeting room;
- C. to leave and/or distribute a supply of literature as indicated above;
- D. to represent an employee on a grievance, and/or to contact a union Officer on a matter within the scope or representation
- E. for other purposes consistent with Government Code Section 3503

In the application of this provision, it is agreed and understood that in each such instance advance arrangements, including disclosure of which of the above

purposes is the reason for the visit, will be made with the Fire Chief/Administrator or designee(s) and the visit will not interfere with the District services.

2.2 Use of District Buildings.

The Union shall be allowed the use of areas normally used for meeting purposes for meetings of District employees during when:

- A. such space is available and its use by the Union is scheduled twenty-four (24) hours in advance;
- B. there is no additional cost to the District; and
- C. it does not interfere with normal District operations.

The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Union shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition. The use of District equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

2.3 List of Employees with Dues Deduction.

The County shall provide the Union with a monthly list of employees who are paying dues to the Union.

2.4 Written Statement for New Employees.

The District will provide the employee with a packet of information, which has been supplied by the Union and approved by the District.

2.5 Union Representative's Access to New Employees.

A representative(s) from the Union will be afforded access on duty to new hires within seven (7) working days.

SECTION 3 - NO DISCRIMINATION

3.1 No Discrimination.

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, disability, age or union activities against any employee or applicant for employment by the District or by anyone employed by the District. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established for that position or from carrying out the duties of the position safely.

3.2 Attendance of Meetings.

Employees designated as official representatives of the Union shall be allowed to

attend meet and confer sessions held by Rodeo-Hercules agencies during regular working hours on District time in accordance with Government Code Section 3503 and 3505.3.

3.3 Union Representative.

Official representatives of the Union shall be allowed time off on District time for meetings during regular working hours when formally meeting and conferring in good faith or consulting with the Fire Chief/Administrator or other management representatives on matters within the scope of representation.

SECTION 4 - SALARIES

4.1 General Wage:

Effective October 1, 2009:

RODEO-HERCULES FIRE PROTETION DISTRICT					
RANK	START	STEP 1	STEP 2	Step 3	STEP 4
Captain	7287	7652	8035	8436	8858
Engineer	6446	6768	7106	7461	7834
RANK	START	STEP 1 (after 6 mos service)	STEP 2 (after 12 mos service)	STEP 3 (after 24 mos service)	STEP 4 (after 36 mos service)
Firefighter	5849	6141	6448	6770	7109
Firefighter/Medic	6436	6758	7096	7451	7824

Effective October 1, 2010:

RODEO-HERCULES FIRE PROTETION DISTRICT					
RANK	START	STEP 1	STEP 2	Step 3	STEP 4
Captain	7396	7767	8156	8563	8991
Engineer	6543	6870	7213	7573	7952
RANK	START	STEP 1 (after 6 mos service)	STEP 2 (after 12 mos service)	STEP 3 (after 24 mos service)	STEP 4 (after 36 mos service)
Firefighter	5937	6233	6545	6872	7216
Firefighter/Medic	6533	6859	7202	7563	7941

Effective October 1, 2011:

RODEO-HERCULES FIRE PROTETION DISTRICT					
RANK	START	STEP 1	STEP 2	Step 3	STEP 4
Captain	7563	7942	8339	8755	9193
Engineer	6690	7024	7375	7743	8130
		STEP 1 (after 6 mos service)	STEP 2 (after 12 mos service)	STEP 3 (after 24 mos service)	STEP 4 (after 36 mos service)
Firefighter	6070	6373	6692	7026	7378
Firefighter/Medic	6680	7014	7364	7733	8120

After May 1, 2011, either party with written notice to the other party may reopen this Memorandum of Understanding for negotiations, if the District's Board of Director's declares, during a regularly scheduled or special Board meeting that the District has a fiscal emergency.

4.2 Longevity Pay.

Effective October 1, 2009, employees are eligible for five percent (5.0%) Longevity Pay. Longevity Pay shall begin on the first of the month, after completing 25 years of continuous years of service with the District. Longevity Pay shall conclude on the completion of 33 years of continuous service with the District or when the employee reaches the age of 55, whichever comes later.

Upon separation from the District, Longevity Pay shall be included in the calculation of termination pay.

If the District enhances the current retirement benefit, the Longevity Pay benefit may be negotiated as a part of the retirement enhancement.

4.3 Entrance Salary.

New employees shall generally be appointed at the minimum step of the salary range established for the particular class of position to which the appointment is made. However, the Fire Chief/Administrator may fill a particular position at a step above the minimum of the range.

4.4 Anniversary Dates.

Anniversary dates will be set as follows:

- A. New Employees. The anniversary date of a new employee is the first day of the calendar month after appointment to regular status.
- B. Promotions. The anniversary date of a promoted employee is determined as for a new employee in Subsection 4.4.A above.

C. Transfer and Reclassification. The anniversary date of an employee who is transferred to another position or one whose position has been reclassified to a class allocated to the same salary range or to a salary range which is within five percent (5%) of the top step of the previous classification, remains unchanged.

D. Reemployment. The anniversary of an employee appointed from a reemployment list to the first step of the applicable salary range and not required to serve a probation period is determined in the same way as the anniversary date is determined for a new employee who is appointed the same date, classification and step and who then successfully completes the required probationary period. The reemployment list shall include all employees by their anniversary date. There shall be no protected class.

4.5 Increments Within Range.

The performance of each employee shall be reviewed on January 1 each year to determine whether the salary of the employee shall be advanced to the next higher step in the salary range.

Advancement shall be granted on the employee's anniversary date as set forth in Section 4.4 and on the affirmative recommendation of the Fire Chief/Administrator, based on satisfactory performance by the employee.

Except as herein provided, increments within range shall not be granted more frequently than once a year, nor shall more than one (1) step within-range increment be granted at one time. In case the Fire Chief/Administrator recommends denial of the within range increment on some particular anniversary date, but recommends a special salary review, the special salary review shall become the date for the employees next salary review, and each salary review from then on.

4.6 Salary on Promotion.

Any employee who is appointed to a position of a class allocated to a higher salary range than the class previously occupied shall receive the salary in the new salary range which is the next higher than the rate received before the promotion.

4.7 Salary on Involuntary Demotion.

No employee shall be demoted except for just cause. Any employee who is demoted shall have his/her salary reduced to the monthly salary step in the range for the class of position to which the employee has been demoted next lower than the salary received before demotion.

Whenever the demotion is the result of layoff, cancellation of positions or displacement by another employee with greater seniority rights, the salary of the demoted employee shall be that step on the salary range which the employee

would have achieved had the employee been continuously in the position to which the employee had been demoted, all within-range increments having been granted.

4.8 Payment.

On the tenth (10th) day of each month, the Contra Costa County's Auditor will draw a warrant upon the Treasurer in favor of each employee for the amount of salary due to the employee for the preceding month; provided, however, that each employee may choose to receive an advance on the employee's monthly salary, in which case the Contra Costa County's Auditor shall, on the twenty-fifth (25th) day of each month, draw a warrant upon the Treasury in favor of such employee.

The advance shall be in an amount equal to one-third (1/3) or less at the option of the employee, of the employee's basic salary of the previous month except that it shall not exceed the amount of the previous month's basic salary less all requested or required deductions.

The election to receive an advance shall be made on or before April 30 or October 31 of each year or during the first month of employment by filing on forms prepared by the Contra Costa County's Auditor-Controller a notice of election to receive salary advance.

Each election shall become effective on the first day of the month following the deadline for filing the notice and shall remain effective until revoked. In the case of an election made pursuant to this Section 4.8 all required or requested deductions from salary shall be taken from the second installment, which is payable on the tenth (10th) day of the following month.

4.9 Pay Warrants.

Every effort will be made by the District to have employee pay warrants delivered to a work place designated by the District by 8:00 am on the 10th and 25th of each month. Should the 10th or 25th of the month fall on Saturday, Sunday, or a holiday, pay warrants will be delivered on the preceding workday.

SECTION 5 - OVERTIME

5.1 Overtime.

The workday of the Firefighter, Engineer, and Fire Captain shall consist of a twenty-four (24) hour duty shift commencing and ending at 8:00 A.M.

The schedule shall consist of three (3) twenty-four (24) hour on-duty shifts within a nine (9) day cycle to be worked in accordance with the following chart:

X = 24 hour on-duty period
O = 24 hour off-duty period

XOXOXOOOO

Effective prior to February 2010, the District will implement the work schedule commonly known as the 48/96 work schedule.

The work schedule shall consist of two (2) twenty-four (24) hour on-duty shifts within six (6) day cycle to be worked in accordance with the following chart:

X = 24 hour on duty period
O = 24 hour off-duty period

XXOOOOXXOOOOXXOOOOXXOOOO

The Fair Labor Standards Act (FLSA) cycle shall be a twenty-four (24) day cycle.

Effective no later than February 1, 2010, no employee shall be allowed to work in excess of 120 consecutive hours. The next period of work or shift shall not begin until the employee has had a minimum of 24 hours off duty. Exception to the maximum consecutive hours worked may be made by the Fire Chief or his/her designee is one of the following occurs:

- Emergency activities require extended schedules
- Hold over for travel time
- Strike team assignment
- Other special or unique circumstances as determined by the Chief

All employees shall receive overtime compensation for all hours worked in excess of the employee's normal schedule hours in a work cycle. All overtime shall be on an hour-for-hour basis. All overtime is to be paid at the rate of time and one-half (1-1/2x) of the base hourly rate.

5.2 Compensating Time Off.

Compensating Time Off (CTO) may be granted for services performed outside regular working hours in lieu of overtime pay and in accordance with applicable State and Federal Laws, and at the discretion of the Fire Chief/Administrator.

Compensating Time Off (CTO) will be accrued in accordance with the following:

- A. All CTO requests must be in writing and approved, if possible, prior to the employee performing any qualifying assignment.
- B. CTO may be accrued to a maximum of seventy-two (72) hours.
- C. Requests for CTO shall be in accordance with the RHFPD's VACATION GUIDELINES.

- D. CTO can be taken only in four (4) hour increments or more.
- E. CTO shall be accrued at a rate of time and one-half (1-1/2) the employee's base regular rate of pay.
- F. Up to twelve (12) hours of an employee's accumulated CTO maybe cashed out during June and/or December of each year. All requests submitted under this section must be received in writing thirty (30) days in advance.

5.3 Strike Team Overtime Payment.

When employees respond on a Strike Team, any hours accumulated will be payable on the next employee's regularly scheduled pay period.

5.4 Strike Team Overtime Hours.

When recall is used to establish a strike team, or district coverage for a strike team response, the first hour will be considered recall pay. (Payable in May and November pay period). Any hours accumulated after the first hour will be considered overtime, payable on the next employee's regularly scheduled pay period.

5.5 FLSA Overtime Pay.

Effective January 1, 2010, all FLSA overtime shall be paid monthly.

SECTION 6 - LAYOFF NOTIFICATION

When it appears to the Fire Chief/Administrator that the Board of Directors may take action which will result in the layoff of employees the Fire Chief/Administrator shall meet and confer with it regarding the impact of the action.

- A. In addition, the District agrees to give employees a minimum of thirty (30) calendar days' notice of layoff except in case of emergency.
- B. Layoffs, when necessary, shall be effected in accordance with the established seniority list. Seniority shall be based on date of hire as a full-time employee of the district.
- C. Laid-off employees who are recalled within one (1) year from date of layoff, will retain the seniority and benefits to which they were entitled at the time of layoff.
- D. Affected employees shall be afforded any and all benefits and/or protection as prescribed by local, state, and federal laws regulations governing such matters.
- E. Retirement benefits for laid off employees shall be as outlined in the Contra Costa County Employee Retirement Plan.

SECTION 7 - HOLIDAYS

The District(s) will observe the following holidays:

- | | | |
|----|-----------------------------|--------------------------------|
| A. | January 1st | New Years Day |
| | Third Monday in January | Dr. Martin Luther King Jr. Day |
| | February 12 | Lincoln's Day |
| | Third Monday in February | Presidents Day |
| | Last Monday in May | Memorial Day |
| | July 4 | Independence Day |
| | First Monday in September | Labor Day |
| | September 9 | Admission Day |
| | Second Monday in October | Columbus Day |
| | November 11 | Veteran's Day |
| | Fourth Thursday in November | Thanksgiving Day |
| | The Friday | after Thanksgiving Day |
| | December 25 | Christmas Day |

Such other days as the Board of Directors may by resolution designate as holidays.

- B. Shift employees (56 hours per week) shall continue to receive, in lieu of celebrating a holiday, twelve (12) hours of overtime (time and one-half) credit for each holiday listed in Section (A) above.
- C. Holiday Pay. Effective January 1, 2010, Holiday Pay shall be paid monthly.

SECTION 8 - VACATION LEAVE

8.1 Vacation Leave Accrual.

The monthly rates at which employees accrue vacation credits and the maximum accumulations thereof are as follows:

	<u>56-Hour Shift Employees</u>	
	<u>Hours</u>	<u>Vac Accrual Cap In Hours</u>
1 - 3 years of completed service	12	288
Beg. with 4 - 9 years completed service	16	384
Beg. with 10 - 19 years completed service	21	504
Beg. with 20 - 24 years completed service	25	600
Beg. with 25 - 29 years completed service	30	720
Beg. with 30 years service	35	840

Increase in vacation time accrual shall not commence until after the employee's anniversary date and those dates as listed on the vacation accrual schedule.

8.2 Vacation Buy Back.

During June and December of each year, an employee, at his/her option, may sell one shift of his/her accrued vacation to the District at the employee's current rate of pay.

SECTION 9 - LEAVES

9.1 Sick Leave.

Twenty-four (24) hour shift personnel shall accrue sick leave at the rate of twenty-four (24) hours per month.

- A. The District shall comply with the 1993 Family and Medical Leave Act and with all state and federal laws relating to pregnancy disability.
- B. Application for such leave must be made by the employee to the Fire Chief/Administrator accompanied by a written statement of disability from the employee's attending physician. The statement must address itself to the employee's general physical condition having considered the nature of the work performed by the employee, and it must indicate the date of the commencement of the disability as well as the date the physician anticipates the disability to terminate. The District retains the right to a medical review of all requests for such leave.
- C. If an employee does not apply for leave and the Fire Chief/Administrator believes that the employee is not able to properly perform work or that the employee's general health is impaired due to disability caused or contributed to by pregnancy miscarriage, abortion, childbirth or recovery therefrom, the employee may be required to undergo a physical examination by a physician selected by the District, the cost of such examination to be borne by the District. Should the medical report so recommend, a mandatory leave shall be imposed upon the employee for the duration of the disability.
- D. If all accrued sick leave has been utilized by the employee, the employee shall be considered on an approved leave without pay. Sick leave may not be utilized after the employee has been released from the hospital unless the employee has provided the District with a written statement from the employee's attending physician stating that the disability continues and the projected date of the employee's recovery from such disability.

9.2 Paternity Leave

A maximum of five (5) twenty-four (24) hour shifts charged to accumulated sick leave may be granted to an employee whose spouse is disabled due to pregnancy.

9.3 Military Leave.

Military leave of absence shall be granted in accordance with State Law and Federal Law.

9.4 Bereavement/Funeral Leave.

Bereavement or funeral leave may be granted in the event of a serious illness, death of a member of the employee's immediate family. Up to three (3) twenty-four (24) hour shifts may be granted to a fifty-six (56) hour workweek employee. Bereavement/Funeral leave may be extended at the discretion of the Fire Chief/Administrator.

One (1) twenty-four (24) hour shift may be granted to a fifty-six (56) hour workweek employee in the event of a serious illness or death of an employee's grandparent, grandchild, father-in-law or mother-in-law.

Definitions. For leaves of absence under this Section, the following definitions apply:

- A. Child: A biological, adopted, stepchild, and legal ward.
- B. Parent: A biological, or adoptive parent, a stepparent, legal guardian, and conservator.
- C. Immediate Family: Shall be restricted to the spouse, child, parent, brother, sister, or stepbrother, stepsister, legal guardian.

SECTION 10 - LEAVE OF ABSENCE

10.1 Leave Without Pay.

Any employee who has regular status may be granted a leave of absence without pay upon written request, approved by the Fire Chief/Administrator provided, however, that leaves for pregnancy and family shall be granted in accordance with applicable state and federal law. Upon request to the Fire Chief/Administrator, any employee who has permanent status shall be entitled to up to four (4) months (less, if so requested by the employee) parental leave of absence, commencing with the birth, adoption, or serious illness of a child or dependent parent.

Requests for leave without pay shall be made in writing to the Fire Chief/Administrator and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return.

A leave without pay may be for a period not to exceed four (4) months, provided the Fire Chief/Administrator may extend such leave for additional periods. Procedure in granting extensions shall be the same as that in granting the original leave, provided that the request for extension must be made not later

than thirty (30) calendar days before the expiration of the original leave except where the circumstances do not allow such notice. Whenever an employee who has been granted a leave without pay desires to return before the expiration of such leave, the employee shall so request of the Fire Chief/Administrator in writing. Approval to return prior to the expiration of such leave is solely at the discretion of the Fire Chief/Administrator.

The decision of the Fire Chief/Administrator shall be in writing within seventy-two (72) hours on granting or denying a leave of absence, denying a leave of absence or its extension shall be not subject to appeal through the grievance procedure set forth in Section 18 of this Memorandum of Understanding.

An employee who requests a leave of absence in accordance with the Family Medical Leave Act (FMLA) shall be reinstated to the same classification from which the leave was taken and the District shall make its best effort to return such employee to the same geographical location and shift. Questions as to whether or not the District used its best effort herein, shall not be subject to the grievance procedure.

Furthermore, an employee who requests a leave of absence in accordance with the FMLA shall continue to receive benefits as if the employee was in regular pay status.

10.2 Unauthorized Absence.

An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or cancelled by the Fire Chief/Administrator, or at the expiration of a leave shall be without pay. Such absence may also be grounds for disciplinary action.

SECTION 11 - HEALTH AND WELFARE, LIFE AND DENTAL CARE

11.1 Health Insurance/Optical.

The District shall continue its existing health/optical coverage with Kaiser Permanente or a similar health insurance provider (the District will meet and confer regarding the impact of changing health insurance providers). The District will continue to pay 100% of the premium for the employee and his/her dependents.

Effective January 1, 2010, the District will join CalPERS for medical coverage. The District contribution for medical coverage shall be equal to the appropriate Kaiser rate (basic premium rates – Bay Area) for which the employee is eligible. The District shall comply with all CalPERS rules and regulations for medical insurance coverage.

11.2 Retirement Medical.

The District shall provide medical insurance from Kaiser Permanente or a similar health insurance provider (the District will meet and confer regarding the impact of changing health insurance providers) at its expense to retired employees and their spouse only.

Effective January 1, 2010, the District shall provide retiree medical coverage through CalPERS. The District contribution for a retiree shall be equal to the appropriate Kaiser rate (basic premium rates – Bay Area) for which the retiree (including the enrollment of family members) is eligible. The District shall comply with all CalPERS rules and regulations for retiree medical insurance coverage.

11.3 Additional Spouse Medical.

The District shall provide at its expense medical insurance for the employee's current spouse and dependents for eighteen (18) months if an employee should die on or off duty. If a surviving spouse remarries, the District is no longer responsible for coverage.

11.4 Co-pay Reimbursement Pool.

Effective January 2010, the District shall establish a co-pay reimbursement pool. The District shall contribute \$5,000 to the pool during January 2010.

Representatives for Local 1230 shall meet with the District to determine the method and amounts to reimburse employees for dependents(s) and their own medical co-pay expenses.

Effective January 2011, the District shall contribute \$2,500 to the co-pay reimbursement pool.

Effective January 2012, the District shall contribute \$2,500 to the co-pay reimbursement pool.

11.5 Dental Insurance.

Effective November 1, 2009, or as soon thereafter as practicable, the District will modify its dental carrier and eliminate coverage from Humana. The District will continue to pay 100% of the premium for the employee and their dependents. The District shall meet and confer with Local 1230 regarding the impacts of changing the dental insurance provider, if the provider is modified during the term of this MOU.

11.6 Life Insurance.

The District shall continue to provide life insurance in accordance with the benefit levels specified in Appendix A. The District will pay 100% of the premium for the employee only. Retired employees may participate in the life insurance program at their own expense. Additional term life insurance is available at the employee's expense.

11.7 Disability Insurance:

The District will provide employees with a Long-Term Disability (LTD) Insurance benefit, which provides two-thirds (2/3) of an employee's monthly salary. Benefit shall not commence until an employee services a qualifying period of ninety (90) days, in accordance with the District's LTD insurance carrier.

11.8 Salary Payments During Compensable Temporary Disability Absence.

A permanent employee with full paid status shall continue to receive his/her full regular salary during any period of compensable temporary disability absence in accordance with the following:

- A. Compensable temporary disability absence for the purpose of this section is any absence due to a work connected disability which qualified for temporary disability compensation under the Workman's Compensation Law set forth in Division IV of the California Labor Code, provided that when any disability becomes permanent, the salary as provided herein shall terminate.
- B. The employee shall return to the Fire District all temporary disability payments received by him/her from the State Compensation Insurance Fund, or any other company or firm that may pay disability claims for a policy held and premiums paid for by the District.

(EXCEPTION: Employees may retain such payments from companies holding policies with premiums being paid by the District for the sole purpose and understanding that such retention of payments is the result of a bargained for benefit mutually agreed upon by the Union and the District.)
- C. No charge shall be made against sick leave or vacation time for such salary payments.
- D. The maximum period for the described salary continuation is one year from the date of the incurred temporary disability.
- E. Any request for temporary disability absence shall be supported by a doctor's report.
- F. A doctor's release is required prior to the employee returning to work.

SECTION 12 - PROBATIONARY PERIOD

12.1 Duration.

All appointments from official employment lists for original entrance or promotion shall be subject to a probationary period. This period shall be for one year unless otherwise noted below.

12.2 Regular Appointment.

The regular appointment of a probationary employee shall begin on the day following the end of the probationary period. A probationary employee may be rejected at any time during the probation period without regard to the Skelly provisions of this Memorandum of Understanding, without notice and without right of appeal or hearing.

Notwithstanding any other provisions of this Memorandum of Understanding, an employee rejected during the probation period from a position to which the employee had been promoted or transferred from an eligible list, may be restored to a position in the District from which the employee was promoted or transferred at the discretion of the Fire Chief/Administrator.

12.3 Extension.

The probation period may be extended for up to six (6) months with the approval of the Fire Chief/Administrator. Under no circumstances may an employee's probationary period be extended for more than six (6) months.

12.4 Layoff During Probation.

An employee who is laid off during probation, if reemployed in the same class by the District, shall be required to complete only the balance of the required probation.

SECTION 13 - PROMOTION

13.1 Promotion.

Promotion shall be competitive examination unless otherwise provided in this Memorandum of Understanding.

13.2 Promotion via Reclassification Without Examination.

Notwithstanding other provisions of this Section, an employee may be promoted from one classification to a higher classification and his position reclassified at the request of the appointing authority and under the following conditions:

- A. An evaluation of the position(s) in question must show that the duties and responsibilities have significantly increased and constitute a higher level of work.

- B. The incumbent must meet the minimum education and experience requirements for the higher class.
- C. The incumbent of the position must have performed at the higher level for one (1) year.
- D. The action must have approval of the Board of Directors.
- E. The District agrees to meet and confer with representatives from Local 1230 on the establishment of a new bargaining unit classification to establish the salary minimum qualifications and the appropriate examination process.

13.3 Requirements for Promotional Standing.

In order to qualify for an examination called on a promotional basis, an employee must have probationary or permanent status in the fire district and must possess the minimum qualifications for the class. Applicants will be admitted to promotional examinations only if the requirements are met on or before the final filing date. If an employee who is qualified on a promotional employment list is separated from the fire district, except by layoff, the employee's name shall be removed from the promotional list.

13.4 Promotional Testing

- A. A promotional testing shall commence during the third week in January every other year. The promotion list developed from the examination process shall be valid from March 1 to March 1 of the next promotional testing year. Promotional testing may be rescheduled whenever necessary in the event of an unforeseen circumstance.
- B. In the event that the promotion list should have fewer than one (1) name or otherwise becomes exhausted within the valid period, a new promotional examination will be conducted to create a current eligibility list.
- C. The promotion examination shall be posted at least sixty (60) days prior to the test date. Interested qualified candidates shall have the required resumes, memos, applications, and other supporting materials submitted to the Fire Chief/Administrator no later than thirty (30) days prior to the test day.
- D. The top three (3) candidates on the list shall be considered for the final interview for any one position available.

SECTION 14 - RESIGNATIONS

An employee's voluntary termination of service is a resignation. Written resignations shall be given to the Fire Chief/Administrator, and shall indicate the effective date and reason of termination. Oral resignation shall be immediately confirmed by the Fire Chief/Administrator in writing to the employee and shall indicate the effective date of termination.

14.1 Resignation in Good Standing.

A resignation giving the Fire Chief/Administrator written notice at least thirty (30) days in advance of the last date of service is a resignation in good standing.

14.2 Effective Resignation.

A resignation is effective when delivered or spoken to the Fire Chief/Administrator, operative on the date specified.

14.3 Revocation.

A resignation that is effective is revocable only by written concurrence of the employee and the Fire Chief/Administrator.

14.4 Reinstatement.

With the recommendation of the Fire Chief/Administrator and approval of the Board, an employee may be reinstated within two (2) years of the effective date of their resignation in good standing to a vacant position in the same or comparable class as long as they meet the minimum requirements. Any employee reinstated under this provision shall be treated as a new hire, unless rehired within ninety (90) days.

14.5 Coerced Resignations

A. Time Limit. A resignation which the employee believes has been coerced by the appointing authority may be revoked within seven (7) calendar days after its expression, by serving written notice on the Fire Chief/Administrator and a copy on the appointing authority.

B. Reinstatement. If the employee believed that the resignation was coerced it shall be revoked and the employee returned to duty effective on the day following the appointing authority's acknowledgment without loss of seniority.

C. Disputes about this Section are subject to the grievance procedure.

SECTION 15 - DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY

15.1 Authority.

The Fire Chief/Administrator may dismiss, suspend, demote, or reduction in salary any employee for cause subject to challenge through this Section. The following are sufficient causes for disciplinary action; the list is indicative rather than inclusive of restrictions and dismissal, suspension, demotion or reduction in salary may be based on reasons other than those specifically mentioned:

1. Fraud in securing appointment.
2. Incompetency, inefficiency, inexcusable neglect of duties or failure to perform duties.
3. Insubordination.
4. Dishonesty.
5. Consumption of alcoholic beverage while on duty.
6. Addiction to or excessive use of narcotics or habit-forming drugs.
7. Absence without leave.
8. Violation of District or Department rules and procedures.
9. Misuse of District property or funds.
10. Negligence or willful misconduct resulting in damage to public property or waste of public supplies.
11. Failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.
12. Discourteous or non-cooperative treatment of the public or other District personnel.
13. Acceptance of gifts or gratuities for the performance of services, functions and duties for which retained by the District.
14. Conviction of a misdemeanor involving moral turpitude, or any felony.
15. Engaging in any employment, activity, or enterprise, which is inconsistent, incompatible, in conflict with performance of services, functions and duties for which retained by the District, as described in Section IX-B of the Policies and Procedures Manual.
16. Any other conduct which casts discredit upon the District.

15.2 Skelly Requirements.

Before taking a disciplinary action to dismiss, suspend, reduction in salary or demote an employee, the Fire Chief/Administrator shall cause to be served personally or by certified mail on the employee, a Notice of Proposed Action, which shall contain the following:

- A. A statement of the action proposed to be taken.
- B. A copy of the charges; including the acts or omissions and grounds and all documents and materials upon which the action is based.

- C. If it is claimed that the employee has violated a rule or regulation of the District, a copy of said rule shall be included with the notice.
- D. A statement that the employee may review and request copies of materials upon which the proposed action is based.
- E. A statement that the employee has ten (10) calendar days to respond to the Fire Chief/Administrator either orally or in writing.

Employee Response. The employee upon whom a Notice of Proposed Action has been served shall have ten (10) calendar days to respond to the Fire Chief/Administrator either orally or in writing before the proposed action may be taken. Upon request of the employee and for good cause, the Fire Chief/Administrator may extend in writing the period to respond.

15.3 Leave Pending Employee Response.

Pending response to a Notice of Proposed Action within the first ten (10) days or extension thereof, the Fire Chief/Administrator for cause specified in writing may place the employee on temporary leave of absence with pay.

15.4 Procedure on Dismissal, Suspension, Salary Reduction or Disciplinary Demotion

- A. In any disciplinary action to dismiss, suspend, reduce salary or demote an employee having permanent status, after having complied with the Skelly requirements where applicable, the Fire Chief/Administrator shall make an order in writing stating specifically the causes for the action.
- B. Service of Order. Said order of dismissal, suspension, reduce salary or demotion will either be delivered personally or by certified mail to the employee's last known mailing address. The order shall be effective either upon personal service or deposit in the U.S. Postal Service.
- C. Employee Appeals from Order. The employee may appeal an order of dismissal, suspension, and reduction in salary or demotion through the procedures of Section 15.5 of this Memorandum of Understanding provided that such appeal is filed in writing with the Secretary of the Board, via the Fire Chief/Administrator, within fifteen (15) calendar days after service of said order.

15.5 Disciplinary Appeal Process.

An appeal with the Secretary of the Board shall be presented to the Board of Directors at its next regular meeting following such filing. The Board of Directors may, at its discretion, appoint an Administrative Hearing Officer to conduct the hearing. Such hearings shall be conducted in accordance with applicable government Code provisions. If the Board determines that the appeal shall be heard by a Hearing Officer, it shall set the matter for hearing within thirty

(30) days after the appeal has been presented to it. The Board hearing shall be conducted as prescribed below.

- A. The appellant shall receive written notice at least ten (10) days prior to the hearing. The notice shall include the date, time and place of the hearing.
- B. The hearing shall be conducted in closed session, unless the employee requests, in writing, a public hearing.
- C. No later than fifteen (15) calendar days following the conclusion of the hearing, the Board or Hearing Officer shall make findings and render a decision.
- D. The Board's or Hearing Officer's findings and final decision shall be filed as a permanent record in the employee's personnel file. The Fire Chief/Administrator shall deliver a copy of the findings and decision to the employee and to the supervisor if other than the Fire Chief/Administrator. The action of the Board or Hearing Officer shall be final and conclusive.

SECTION 16 - GRIEVANCE PROCEDURE

The District recognizes the need for communication and resolution of employee problems or complaints in a fair manner. The District's policy is to review and resolve such grievances at the lowest possible administrative level. A grievance is considered any complaint by an employee involving an alleged violation of the Memorandum of Understanding. The procedures for resolving employee grievances which do not involve disciplinary actions are described below. Disciplinary procedures are outlined in Section 15.

16.1 INFORMAL DISCUSSION.

Employee grievances should initially be brought to the attention of the employee's immediate supervisor. The supervisor and the employee should each attempt to resolve the grievance through an informal discussion of the relevant issues.

16.2 SUPERVISOR REVIEW.

- A. If the grievance is not resolved by informal discussion, the employee must prepare a grievance memorandum which provides all relevant facts concerning the grievance, including:
 - 1. Policies involved.
 - 2. Date of Occurrence.
 - 3. Rules perceived to be violated.
 - 4. Date of informal discussion with supervisor.
 - 5. Result of informal discussion with supervisor.

- B. The grievance memorandum must be signed by the employee and submitted to the employee's supervisor within fourteen (14) days of the alleged violation or the grievance shall not be considered valid. The supervisor must respond in writing to the employee within ten (10) working days of receipt of the memorandum, unless the employee filing the grievance agrees to extend this response period.

16.3 FIRE CHIEF/ADMINISTRATOR REVIEW.

- A. If the grievance is not resolved to the satisfaction of either the employee or the supervisor, the grievance memorandum and the supervisor's response to the grievance may be submitted by the employee or the supervisor to the Fire Chief/Administrator for review. The Fire Chief/Administrator may meet with any or all of the parties involved in the grievance, and request any additional information or documentation required to render a fair and just decision. The Fire Chief/Administrator shall communicate his/her decision to the grievant and the grievant's supervisor within fifteen (15) working days of receipt of the grievance memorandum and the supervisor's response.
- B. A representative of the employee's bargaining agent shall represent any employee member of the bargaining unit at any time during the grievance process.

16.4 APPEALS.

- A. Should a resolution not be reached in accordance with Sections 16.2 and 16.3, the employee or the supervisor may:
 - 1. Appeal the matter to the Fire Chief/Administrator, who shall consider the grievance and respond within fifteen (15) working days of receipt of the appropriate grievance memorandum in accordance with Section 16.2 above.
 - 2. Should a resolution not be reached after the Fire Chief/Administrator's review and decision, an appeal may be taken to the Board of Directors, in writing within fifteen (15) days from the date of response from the Fire Chief/Administrator, stating the specific grounds therefor;
 - 3. If the parties are unable to reach a mutually satisfactory accord as a result of hearing by the Board of Directors, the grievance shall be submitted in writing within five (5) calendar days to the Fire Chief/Administrator requesting that the grievance be submitted to an Adjustment Board. Such Adjustment Board is to be comprised

of three (3) Union representatives, no more than one (1) of whom shall be either an employee of the District or a member of the Union presenting this grievance, and three (3) representatives of the District, no more than one (1) of whom shall be an employee of a District or a County employee or a member of the staff of an organization employed to represent the District in the meeting and conferring process. The Adjustment Board shall meet and render a decision within twenty (20) calendar days of receipt of a written request.

4. Should a resolution not be reached after proceedings before the Adjustment Board, the District or the employee may request a mutually agreed upon independent Hearing Officer to hear the case within thirty (30) days from the date of response from the Adjustment Board. The cost of said Hearing Officer shall be shared equally by the parties to the grievance, regardless of the outcome. The ruling from the Hearing Officer shall be final and binding upon all parties.

SECTION 17 - ACTING OFFICER COMPENSATION

When the Fire Chief/Administrator assigns an employee to an acting position the employee shall receive additional compensation after the completion of the fourteen (14) calendar days of continuous service in that position for all hours worked thereafter until the acting assignment is completed.

Employees meeting the acting officer compensation requirements shall receive the next increment above the employee's salary schedule in the acting position classification.

SECTION 18 - RETIREMENT

18.1 Retirement Contribution.

Retirement benefits are provided through the Contra Costa County Employees' Retirement Association in accordance with all applicable regulations and statutory requirements.

SECTION 19 - SAFETY

The District shall expend every effort to see to it that the work performed under the terms and conditions of this Memorandum of Understanding is performed with maximum degree of safety consistent with the requirement to conduct efficient operations.

SECTION 20 - MILEAGE

Mileage reimbursement for the use of personal vehicles on District business shall be in

accordance with the rate set by the IRS.

SECTION 21 - UNIFORM ALLOWANCE

The monthly uniform allowance for all employees shall be Fifty-five Dollars (\$55.00) per month.

Uniform allowance shall be paid on a monthly basis.

SECTION 22 - EMT Incentive

Effective upon Adoption of this agreement, all employees shall maintain at a minimum certification as an EMT-1. The EMT-1 incentive of two percent (2%) per month shall be rolled into base pay.

SECTION 23 – EDUCATIONAL REIMBURSEMENT

The District will reimburse employees for cost incurred for tuition and books for pre-approved classes, seminars, or workshops regarding fire service or EMS.

SECTION 24 - NO STRIKE

During the term of this Memorandum of Understanding, the Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, refusal to perform customary duties, stoppage of work or sick-out against the District.

In the case of a legally declared lawful strike against a private or public sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises the employee's supervisor as soon as possible, and provided further that an employee may be required to cross a picket line where the performance of the employee's duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

SECTION 25 - ADOPTION

The provisions of this Memorandum of Understanding shall be made applicable on the dates indicated and upon approval by the Board of Directors. Resolutions, where necessary, shall be prepared and adopted in order to implement these provisions.

SECTION 26 - SCOPE OF AGREEMENT & SEPARABILITY OF PROVISIONS

26.1 Scope of Agreement.

Except as otherwise specifically provided herein, this Memorandum of Understanding represents the full and complete incorporation of those proposals which were considered and evaluated pursuant to the meet and confer process. This Memorandum of Understanding constitutes the entire and sole agreement between the Parties on any and all matters which were presented during the meet and confer process.

26.2 Separability of Provisions.

Should any section, clause or provision of this Memorandum of Understanding be declared illegal, unlawful or unenforceable, by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding.

26.3 Duration of Agreement.

This Agreement shall continue in full force and effect from October 1, 2009 to and including September 30, 2012. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

SECTION 27 - PAST PRACTICES & EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and past practices within the scope of representation not specifically authorized by ordinance or by resolution of the Board is not guaranteed by this Memorandum of Understanding. The parties recognize however, that certain practices exist by virtue of having been acknowledged and accepted by the Fire Chief/Administrator and representatives of the Union on specific policies covering groups of employees. Any disagreement as to whether such alleged practice within the scope of representation meets the criteria set forth above shall be subject to the grievance procedure.

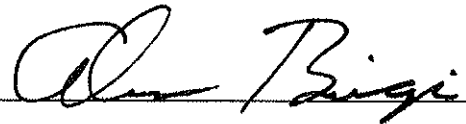
In witness whereof, the parties hereto have set their hands this 2nd day of February, 2010.

RODEO-HERCULES FIRE PROTECTION DISTRICT

UNITED PROFESSIONAL FIRE FIGHTERS, I.A.F.F., LOCAL 1230

By _____

By _____

By 

By 

Date: 2-2-10

Date: 2/1/10

**Side Letter of Agreement
“Firefighter-Paramedic”
Between
Rodeo-Hercules Fire Protection District
And
United Professional Fire Fighters IAFF, Local 1230**

Representatives for the Rodeo-Hercules Fire Protection District and representatives for IAFF Local 1230 have met and conferred in accordance with Government Code Section 3500 et. al., and have agreed upon the following Firefighter-Paramedic procedure.

FIREFIGHTER-PARAMEDIC CLASSIFICATION

- I. Incumbent firefighters who become paramedics
 - a. Any incumbent Firefighter, who becomes a Paramedic, shall move into the Firefighter-Paramedic classification. Said employee shall serve a minimum time commitment of three years.
 - b. Any incumbent Firefighter, who becomes a Firefighter-Paramedic, desiring to withdraw from the paramedic program after his/her commitment is fulfilled, shall give the district 90 days notice of their intent to withdraw and voluntarily demote to their previously held classification, without prejudice.
 - c. Any Incumbent employee, who becomes a Firefighter-Paramedic, shall not be required to maintain licensure and accreditation as a condition of employment. Failure to maintain licensure/accreditation will result in demotion to the employee's previously held classification.
- II. Future Hires
 - a. All Paramedics hired after May 1, 2004 shall be hired into the Firefighter-Paramedic classification. Maintenance of state licensure and local accreditation shall be a condition of employment.
 - b. Firefighter-Paramedics hired after this date who promote, shall be required to maintain licensure/accreditation.
- III. Engineer and Captain paramedics
 - a. Any Firefighter-Paramedic who promotes to the rank of Engineer or Captain, and who has fulfilled their program obligation, may maintain or drop their District sponsorship to the paramedic program. The District requires 90 days notice from the employee.

INITIAL PARAMEDIC TRAINING

- I. The District shall have the right to choose which members are admitted to paramedic training.
- II. The District may utilize an aptitude screening examination. Failure to pass the screening exam will result in failure to be admitted to the class. Admission to paramedic training will be based on the following criteria:
 - a. Any suppression employee may be allowed into the screening exam, excepting those employees previously enrolled/accepted into District paramedic training.
 - b. Admission preference will be in the following order:
 - i. FF, then Engineer, then Captain
 - ii. Admission within each rank preference will be by descending scores.
 - iii. Scoring ties shall be broken by seniority within the District.
- III. The District shall provide expense reimbursement for tuition and required texts only. Supplies, supplemental, and reference materials will be the employee's responsibility.
- IV. An employee may be dismissed from paramedic training, for failure to successfully pass three critical course evaluations or components. Said evaluations and/or components are the sole discretion of the training program.
- V. Training program requirements are outside the scope of the District. As such, the District and employees must adhere to the established minimum requirements of the training program.

- VI. The District may deploy crews, in an on-duty status, for training purposes to meet District need. District assures that crews shall be configured to assure properly qualified positions (Capt/Eng/FF and/or qualified relief).
- VII. Incumbent Firefighters who successfully complete District sponsored paramedic training and become licensed and accredited will be required to transfer into the Firefighter-Paramedic classification and serve for a minimum of three (3) years. After such time, incumbent Firefighters who become Firefighter-Paramedics may voluntarily demote.
- VIII. Incumbent Engineers and Captains who successfully complete district sponsored paramedic training and become accredited will be required to participate in the program, receiving differential pay, for a minimum of three (3) years.

PARAMEDIC LICENSURE & ACCREDITATION

- I. Obtaining Accreditation
Employees hired as Firefighter-Paramedics will become county accredited within 60 days of employment. This may be extended, if necessary.
- II. Maintaining Licensure/Accreditation
Paramedics are responsible for providing the District with all necessary documentation to verify licensing, accreditation, and continuing education requirements are being met.
- III. Reimbursement
The District will reimburse only for the following:
 - State Licensing Fee (initial and re-license)
 - Department of Justice Background Fee
 - Facility charges (when pre-approved)
 - Local accreditation Fee (when applicable)
- IV. Loss of Licensure/Accreditation
Failure to provide documentation of written re-accreditation letter, from the County EMS Agency prior to license expiration, will result in an immediate suspension from paramedic duties, until such time as documentation can be submitted to the District. Said suspension may result in disciplinary action. Loss of paramedic licensure and/or loss of accreditation greater than 30 days will result in removal from the paramedic program.
- V. Paramedic Differential Pay
For Engineer and Captain's who participate in paramedic training, payment of a 10% paramedic differential shall commence upon successful completion of the accreditation requirements of the Contra Costa County EMS Agency. This shall be documented by a written letter from the County EMS Medical Director.

PARAMEDIC CONTINUING EDUCATION

- I. Each paramedic is fully responsible for obtaining and maintaining the necessary education to remain licensed and accredited.
- II. This proposal identifies the amount of District support to be offered to paramedics for continuing education purposes.
 - a. Requests for reimbursement and/or compensation for CE classes shall be preauthorized by the Chief/Administrator or his designee. Requests shall be made in writing, in advance.
 - b. Specific courses mandated by either the State or County Medical director will, to the extent possible, be facilitated through the District.
- III. Off-Duty Continuing Education
 - a. Whenever possible, CE should be obtained off duty.
- IV. On-Duty Continuing Education

- a. Paramedics attending on day CE classes outside of the District, while on duty, shall obtain their own relief.
- V. Tuition Reimbursement
 - a. The District shall provide enrollment in, and/or tuition reimbursement for, classes mandated to maintain local accreditation.
 - b. In cases when the District offers enrollment in mandated classes, paramedics may be required to attend said sessions, in lieu of reimbursement for equivalent external classes (e.g. San Francisco Paramedic Association classes).
 - c. Tuition will be reimbursed upon submission of a valid CE certificate from a state authorized CE provider.
- VI. The District will provide each paramedic up to 24 hours per fiscal year to attend Continuing Education courses in order to maintain their paramedic certification.
- VII. Conferences
 - a. The District may send any paramedic to any educational or conference training if it serves the needs of the district. In such cases, District may assume all costs for tuition, reasonable travel, meals and lodging, in accordance with reimbursement standards.

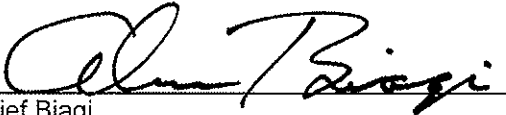
REMOVAL/REVOCAION FROM THE PARAMEDIC PROGRAM
WITHDRAWAL OF DISTRICT SPONSORSHIP

- I. Any paramedic, regardless of rank, may be removed, temporarily or permanently from the paramedic program for the following reasons. These reasons are not all inclusive:
 - a. The inability to maintain state licensure and/or local accreditation.
 - b. For cause, as defined in section 1798.200 of the Health and Welfare Code.
 - c. For failure to successfully complete the written requirements of a clinical performance improvement plan as approved by the County EMS Medical Director.
 - d. If temporarily suspended by the medical director, pending the outcome of a state licensure investigation.
- II. Removal of District sponsorship from a paramedic who is an Engineer or Captain would eliminate an employee's eligibility for the 10% pay differential.


If the afore going is in accordance with your understanding, please indicate your approval and acceptance in the space provided below.

Approved and Accepted For:

Rodeo-Hercules Fire Protection District:


 Chief Biagi

For Local 1230:


 Nick Ronchetto

Date: 2-2-10

Date: 2/1/10