

## SIDE LETTER OF AGREEMENT

Rodeo-Hercules Fire Protection District

And

United Professional Firefighters, IAFF, LOCAL 1230

This Side Letter of Agreement is entered by and between the Rodeo-Hercules Fire Protection District (“District”) and Rodeo-Hercules Fire Protection District members of the United Professional Firefighters, IAFF, LOCAL 1230 (“Local 1230”) with respect to the following:

WHEREAS, the District and Local 1230 are parties to a Memorandum of Understanding (“MOU”) with the term of July 1, 2024 through June 30, 2025 that sets forth the compensation, hours, and other terms and conditions of employment for classifications in the bargaining unit represented by Local 1230;

WHEREAS, Section 10 (Leave of Absence) of the MOU includes provisions that set forth the terms of leave of absence;

WHEREAS, Section 10 did not adequately address the terms and conditions for leaves of absence in accordance with Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

WHEREAS, the parties have met and conferred in good faith and agreed to modify Section 10 of the MOU to clarify all the terms and conditions for leaves; and

NOW THEREFORE, the District and Local 1230 agree to amend the MOU as follows:

1. The following language shall supersede and replace Section 10 of the MOU in full, while all other existing wages, hours and other terms and conditions of employment shall remain in full force and effect throughout the term of the MOU:

**10.1                    Leave Without Pay.** Any employee who has permanent status may be granted a leave of absence without pay upon written request, approved by the appointing authority; provided, however, that leaves under the Pregnancy Disability Leave Act, Family and Medical Leave Act (FMLA), and California Family Rights Act (CFRA) shall be granted in accordance with applicable state and federal law.

**10.2                    General Administration - Leaves of Absence.**  
Requests for leave without pay shall be made in writing 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 granted for any of the following reasons:
1. Employee's own illness, disability, or serious health condition;
  2. pregnancy or pregnancy disability;
  3. parental family care for family members;
  4. to take a course of study such as will increase the employee's usefulness on return to the position;
  5. for other reasons or circumstances acceptable to the appointing authority.
- B. An employee must request a leave of absence at least thirty (30) days before the leave is to begin if the need for the leave is foreseeable. If the need is not foreseeable, the employee must provide written notice to the employer of the need for leave as soon as possible and practical.
- C. A leave without pay may be for a period not to exceed one (1) year, provided the appointing authority may extend such leave for additional periods. The 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.
- D. Nevertheless, a leave of absence for the employee's serious health condition or for Family and Medical Leave Act (FMLA), and/or California Family Rights Act (CFRA) shall be granted to an employee who so requests it for up to twelve (12) weeks in a rolling twelve (12) month period in accordance with Section 10.4 below.
- E. Whenever an employee who has been granted a leave without any pay desires to return before the expiration of such leave, the employee shall provide reasonable notice to the appointing authority in writing at least two (2) days in advance of the proposed return. The District shall be notified promptly of such return.
- F. Except in the case of leave of absence due to Pregnancy Disability Leave Act, Family and Medical Leave Act

(FMLA), and California Family Rights Act (CFRA), the decision of the appointing authority on granting or denying a leave or early return from leave shall be subject to appeal to the Fire Chief or their designee and not subject to appeal through the grievance procedure set forth in this MOU.

**10.3 Military Leave.** Any employee who is ordered to serve as a member of the State Militia or the United States Army, Navy, Air Force, Marine Corps, Coast Guard or any division thereof, shall be granted a military leave for the period of such service, up to a maximum of five (5) years as permitted by the federal Uniformed Services Employment & Reemployment Rights Act (USERRA), plus ninety (90) days. Additionally, any employee who volunteers for service during a mobilization under Executive Order of the President or Congress of the United States and/or the State Governor in time of emergency, shall be granted a leave of absence in accordance with applicable federal or state laws. Upon the termination of such service, or upon honorable discharge, the employee shall be entitled to return to his/her position in the classified service without any loss of standing of any kind whatsoever provided such position still exists, the employee is otherwise qualified, and the employee's cumulative military service does not exceed five (5) years for reemployment purposes as defined in USERRA.

**10.4 Family & Medical leave Act (FMLA)/California Family Rights Act (CFRA).** Upon request to the appointing authority, in a "rolling" twelve (12) month period measured backward preceding the start of the FMLA/CFRA leave, any eligible employee shall be entitled to at least twelve (12) weeks leave (less if so requested by the employee) for:

- a. medical leave of absence for the employee's own serious health condition which makes the employee unable to perform the functions of the employee's position; or
- b. family care leave of absence without pay for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious illness or health condition of a child, parent, spouse, or domestic partner of the employee.

**10.5            Certification.** The employee may be asked to provide certification of the need for Family & Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA).

**10.6            Intermittent Use of Leave.** The twelve (12) week entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The twelve (12) weeks may include use of appropriate available paid leave accruals when accruals are used to maintain pay status, but use of such accruals is not required beyond that specified in Section 10.11 below. When paid leave accruals are used for Family & Medical leave Act (FMLA) and/or California Family Rights Act (CFRA), such time shall be counted as a part of the twelve (12) week entitlement.

**10.7            Aggregate Use for Parents.** In the situation where both parents are employed by the District, the Family & Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both parents together of twelve (12) weeks during a rolling twelve (12) month period. Employees requesting FMLA/CFRA are required to advise their appointing authority(ies) when the other parent is also employed by the District.

**10.8            Definitions.** For Family & Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) leaves of absence under this section, the following definitions apply:

- a.            Child: A biological, adopted, or foster child, stepchild, legal ward, conservatee or a child who is under eighteen (18) years of age for whom an employee stands in loco parentis or for whom the employee is the guardian or conservator, or an adult dependent child of the employee.
- b.            Parent: A biological, foster, or adoptive parent, a step-parent, legal guardian, conservator, or other person standing in loco parentis to a child.
- c.            Spouse: A partner in marriage as defined in Family Code Section 300.
- d.            Domestic Partner: As defined in Family Code Section 297.
- e.            Serious Health Condition: An illness, injury, impairment, or

physical or mental condition which involves either inpatient care in a hospital, hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider (e.g. physician or surgeon) and which for family care leave only, warrants the participation of a family member to provide care during a period of treatment or supervision, as defined by state and federal law.

f. Certification for Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA). A written communication to the employer from a health care provider of an employee with a serious health condition or illness or from a health care provider of a person for whose care the leave is being taken which need not identify the serious health condition involved, but shall contain:

1. the date, if known, on which the serious health condition commenced;
2. the probable duration of the condition;
3. for family care, an estimate of frequency and duration of the leave required to render care or supervision for the family member;
4. for an employee's serious health condition, a statement whether the employee is able to work, or is unable to perform one or more of the essential functions of his/her position;
5. if for intermittent leave or a reduced work schedule leave, the certification should indicate that the intermittent leave or reduced work schedule needed for the employee's serious health condition or for the care of the employee's family member, and its expected duration.

**10.9** Pregnancy Disability Leave. Insofar as pregnancy disability leave is used, that time will not be considered a part of the twelve (12) week California Family Rights Act (CFRA) period.

**10.10** Group Health Plan Coverage. Employees who request

a leave of absence in accordance with Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA) and Pregnancy Disability Leave shall continue to receive benefits as if the employee was in regular pay status. Employees who were members of one of the group health plans prior to commencement of their leave of absence can maintain their health plan coverage with the District contribution by maintaining their employment in pay status as described in Section 10.11. During the twelve (12) weeks of an approved FMLA/CFRA leave under Section 10. above, the District will continue its contribution for such health plan coverage even if accruals are not available for use to maintain pay status as required under Section 10.11. In order to maintain such coverage, employees are required to pay timely the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the County directly.

**10.11 Leave Without Pay - Use of Accruals.**

- A. All Leaves of Absence. During the first twelve (12) month period of any leave of absence without pay, an employee may elect to maintain pay status each month by using available sick leave (if so entitled under Section 9.1 - Sick Leave), vacation, compensatory time off or other accruals or entitlements; in other words, during the first twelve (12) months, a leave of absence without pay may be "broken" into segments and accruals used on a monthly basis at the employee's discretion. After the first twelve (12) months, the leave period may not be "broken" into segments and accruals may not be used, except when required by SDI/Sick Leave Integration or in the sections below.
- B. Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA). During the twelve (12) weeks of approved FMLA/CFRA leave, if a portion of that leave will be on a leave of absence without pay, the employee will be required to use at least 0.1 hour of sick leave (if so entitled under Section 11-Sick Leave), vacation, floating holiday, compensatory time off or other accruals or entitlements if such are available, although use of additional accruals is permitted under subsection A above.

C. Sick leave accruals may not be used during any leave of absence, except as allowed under Section 9 - Sick Leave or as described above for Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA) or Pregnancy Disability Leave.

**Leave of Absence Replacement and Reinstatement.** Any permanent employee who requests a leave of absence in accordance with the Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA) or Pregnancy Disability Leave 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.

**10.12 Salary Review While on Leave of Absence.** The salary of an employee who is on leave of absence on any anniversary date and who has not been absent from the position on leave without pay more than six (6) months during the preceding year, shall be reviewed on the anniversary date. Employees on military leave shall receive salary increments that may accrue to them during the period of military leave.

**10.13 Unauthorized Absence.** An unauthorized absence from the work site or failure to report for duty after a leave request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be without pay. Such absence may also be grounds for disciplinary action.

FOR RODEO HERCULES FIRE PROTECTION DISTRICT:

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Delano Doss, Board Chair Date

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Rebecca Ramirez, Interim Fire Chief Date

FOR THE UNION:

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Vince Wells, President Date

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John Bischoff, Bargaining Team Member      Date

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Anthony Stephens, Bargaining Team Member      Date