

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RODEO-HERCULES FIRE PROTECTION DISTRICT
AND
BATTALION CHIEF**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500 et seq). The parties to this Memorandum of Understanding are the Rodeo-Hercules Fire Protection District, which hereinafter shall be referred to as “District,” and the Battalion Chief, which hereinafter shall be referred to as “Association.” The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees represented by the Association and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment, conditions and employee relations of such employees.

This Memorandum of Understanding shall be presented to the Board of Directors as a joint recommendation of the undersigned for salary, fringe benefits and other working conditions for the period July 1, 2022 through June 30, 2024, and shall be in full force and effect at such date as herein prescribed, upon ratification by both the Board of Directors and Association.

RECOGNITION

- 1.1 Employees are, for purposes of this section, those actively involved in the following classification: Battalion Chief

SALARIES AND BENEFITS

2.1 Salary

The monthly salary range effective as of June 30, 2022, shall be as follows:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
Fire Battalion Chief	\$13,026	\$13,677	\$14,360	\$15,078	\$15,831

Effective July 1, 2022, the Battalion Chief classification shall receive the same general cost of living or equity increases as the Fire Captain classification.

2.2 EMT Incentive

All employees maintaining a minimum certification as an EMT-1 shall have an incentive of two percent (2%) per month rolled into base pay.

2.3 Longevity Pay.

Employees are eligible after twenty-five years of continuous service as follows:

After completing 25 years of continuous service with the District the eligible employee shall receive a five percent (5%) base wage additional pay benefit.

After completing 30 years of continuous service with the District the eligible employee shall receive an additional three percent (3%) base wage additional pay benefit for a total of eight percent (8%).

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.

2.4 Uniform Allowance

The uniform allowance for Fire Battalion Chiefs is seventy-five dollars (\$75) per month.

2.5 Vehicle

The District will supply an automobile to Battalion Chief.

2.6 Education Incentive.

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

2.7 Pension Plan Benefits and Reimbursement

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

Employees who are hired before December 31, 2012, shall receive the following retirement benefits:

- Retirement Formula commonly referred to as 2.0% @ 50
- Single Highest Year
- 3.0% COLA

New employees (defined as ineligible for reciprocity under existing agreements and California Government Code and Health and Safety Codes) who are hired on or after January 1, 2013, shall receive the retirement formula commonly referred to as 2.7% @ 57 or the retirement formula deemed appropriate by CCCERA. The employee contributions shall be those established by AB 340 or AB197.

Effective October 1, 2013 employees shall be responsible to make their entire

employee retirement contribution.

2.8 Health Insurance

The District contracts with 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.

2.9 Retirement Medical

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 and employee shall comply with all CalPERS rules and regulations for retiree medical insurance coverage.

2.10 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.

2.11 Dental Insurance.

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.

2.12 Life Insurance.

The District shall continue to provide life insurance. 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.

2.13 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.

2.14 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 Association 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.

HOLIDAYS

3.1 Holidays

- A. 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.

LEAVES

4.1 Accrual of Sick Leave

Twenty-four (24) hour shift personnel shall accrue sick leave at the rate of twenty-four (24) hours per month. Twenty-four (24) hour shift personnel, hired after October 1, 2013, shall accrue sick leave at the rate of twelve (12) 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.

4.2 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.

4.3 Military Leave.

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

4.4 Bereavement/Funeral Leave.

Bereavement or funeral leave may be granted in the event of a serious illness, or 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.

4.5 Administrative Leave.

Administrative Leave of seventy-two (72) hours per fiscal year, non-accumulative.

VACATION

5.1 Vacation Leave Accrual For Employees Hired Before September 1, 2011.

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

Beginning of	Completion of	Accrual rate	Vacation Accrual Cap	Accrual Period Months
Date of Hire	3rd year	12 hours	288 hours	0 – 36
4 th year	9th year	16 hours	384 hours	37 - 108
10 th year	19 th year	21 hours	504 hours	109 - 228
20 th year	24 th year	25 hours	600 hours	229 - 288
25 th year	29 th year	30 hours	720 hours	289 - 348
30 th year		35 hours	840 hours	349+

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.

5.2 Vacation Buy Back.

It has been determined that the constructive receipt doctrine, codified in Section 451 of the Internal Revenue Code, affects payments made to employees pursuant to this provision related to vacation buy back. Under Treasury Regulation Section 1.451-2, employees who have the option of either accepting a cash payment for accrued vacation or using vacation accruals during a given year are to be treated as if the employee has actually received the cash that year – regardless of whether or not the employee has actually accepted a cash payment.

In order to comply with the IRS regulation:

- An employee may elect to cash out up to 1/3 of their hours of unused vacation leave accrued in the following tax year, to be paid in the second pay period in July or December. The cash out payment is taxable income and subject to all applicable withholding amounts and payroll deductions.
- The election shall be made by December 15th of each year and is irrevocable.
- If, after making an irrevocable election, an employee fails to accrue sufficient hours to satisfy their election, they will only be eligible to cash out up to the hours accrued in the tax year.

Employees who do not submit a cash out election by the annual deadline will be deemed to have waived the right to cash out any vacation leave in the following tax year and will not be eligible to cash out vacation leave in that year.

5.3 Vacation at Termination

Employees leaving the service with accrued vacation leave shall be paid the amount of accrued vacation to the date of termination. Payment for accrued vacation shall be at the employee's current rate of pay.

LEAVES OF ABSENCES

6.1 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 medical 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.

PROBATION

7.1 Duration.

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

7.2 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 Skelly rights, 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.

7.3 Extension.

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

7.4 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.

LAYOFF NOTIFICATION

- 8.1 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 the Association 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 and regulations governing such matters.
 - E Retirement benefits for laid off employees shall be as provided in the Contra Costa County Employee Retirement Plan.

WORK SCHEDULE/OVERTIME

9.1 Workweek

The Battalion Chief's work schedule shall be commonly known as the 48/96 work schedule.

The work schedule shall consist of two (2) twenty-four (24) hour on-duty shifts within a 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

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

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. Exceptions to the maximum consecutive hours worked may be made by the Fire Chief or his/her designee if 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 will be paid at the rate of time and one-half (1-1/2x) of the base hourly rate.

9.2 Compensation 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:

- All CTO requests must be in writing and approved, if possible, prior to the employee performing any qualifying assignment.
- CTO may be accrued to a maximum of one hundred forty-four (144) hours.
- Requests for CTO shall be in accordance with the RHFPD's VACATION GUIDELINES.
- CTO can only be taken in four (4) hour increments or more.
- CTO shall be accrued at a rate of time and one-half (1-1/2) the employee's base regular rate of pay.
- The same procedures applicable to vacation buy back in Section 5.2 shall apply to cash out of employee's accumulated CTO.

9.3 Strike Team Overtime Payment.

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

9.4 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.

9.5 FLSA Overtime Pay.

All FLSA overtime shall be paid monthly.

DISMISSAL, SUSPENSION, DEMOTION AND REDUCTION IN SALARY

10.1 Authority.

The Fire Chief/Administrator may dismiss, suspend, demote, or impose a reduction in salary of an 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; dismissal, suspension, demotion or reduction in salary may be based on reasons other than those specifically mentioned:

- A. Fraud in securing appointment.
- B. Incompetency, inefficiency, inexcusable neglect of duties or failure to perform duties.
- C. Insubordination.
- D. Dishonesty.
- E. Consumption of alcoholic beverage while on duty.
- F. Addiction to or excessive use of narcotics or habit-forming drugs.
- G. Absence without leave.
- H. Violation of District or Department rules and procedures.
- I. Misuse of District property or funds.
- J. Negligence or willful misconduct resulting in damage to public property or waste of public supplies.
- K. Failure to follow adopted safety practices, or failure to properly use required personal protective gear or equipment.
- L. Discourteous or non-cooperative treatment of the public or other District personnel.
- M. Acceptance of gifts or gratuities for the performance of services, functions and duties for which employed by the District.
- N. Conviction of a misdemeanor involving moral turpitude, or any felony.
- O. Engaging in any employment, activity, or enterprise that 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.
- P. Any other conduct which casts discredit upon the District.

10.2 Firefighter Bill of Rights 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.

10.3 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.

10.4 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.

10.5 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.

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 10.

11.1 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.

11.2 FIRE CHIEF/ADMINISTRATOR 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 Fire Chief/Administrator 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.

- C. The Fire Chief's/Administrator's decision shall be final and binding on the parties.

- D. A representative of the employee's bargaining unit may represent any employee member of the bargaining unit at any time during the grievance process.

DURATION OF AGREEMENT

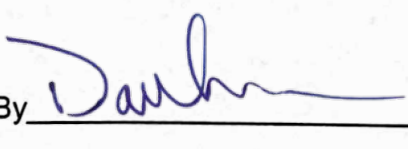
This Agreement shall continue in full force and effect from July 1, 2022, to and including June 30, 2024. Said Agreement shall automatically renew from year to year thereafter unless either party gives written notice to the other prior to sixty (60) days from the aforesaid termination date of its intention to amend, modify or terminate the Agreement.

In witness whereof, the parties hereto have set their hands this 10th day of August, 2022.

RODEO-HERCULES FIRE PROTECTION DISTRICT

ASSOCIATION

By 

By 

Date: 8/21/22

Date: 08/24/2022