



RODEO-HERCULES FIRE PROTECTION DISTRICT
1680 REFUGIO VALLEY ROAD, HERCULES, CALIFORNIA 94547
(510) 799-4561 FAX: (510) 799-0395

REGULAR BOARD MEETING MINUTES

July 13, 2022

1. CALL TO ORDER/ROLL CALL

Directors Present: Covington, Davidson, Bowman, Mikel

Directors Absent: Hill

Meeting called to order at 7:02 p.m.

2. PLEDGE OF ALLEGIANCE (00:00:25)

3. ACTION ITEM: REVIEW AND ACT UPON RESOLUTION 2022-06 TO AUTHORIZE THE BOARD AND ITS APPOINTED BODIES TO CONTINUE TO HOLD TELECONFERENCE MEETINGS IN ACCORDANCE WITH AB 361 (00:01:54)

Motion by Director Bowman to approve Resolution 2022-06, seconded by Director Davidson.

4-0-1 ROLL CALL VOTE

Hill: Absent
Davidson: Yes
Bowman: Yes
Mikel: Yes
Covington: Yes

4. ANNOUNCEMENTS (00:03:03)

Director Bowman-mentioned the badge pinning on June 18th for the new firefighters.

5. CONFIRMATION OF THE AGENDA (00:05:13)

Motion by Director Bowman to add Resolution 2022-05A regarding Candidate Fee to agenda; seconded by Director Mikel.

4-0-1 ROLL CALL VOTE

Hill: Absent
Davidson: Yes
Bowman: Yes
Mikel: Yes
Covington: Yes

6. BOARD CORRESPONDENCE (00:08:12)

None

7. PUBLIC COMMUNICATIONS (00:08:57)

None

8. CONSENT CALENDAR (00:09:38)

Motion by Director Bowman to approve consent calendar, seconded by Director Mikel:

4-0-1 ROLL CALL VOTE

Hill:	Absent
Davidson:	Yes
Bowman:	Yes
Mikel:	Yes
Covington:	Yes

9. RECRUITMENT AND RETENTION UPDATE (00:16:31)

Interim chef johnson provided update; 1 person leaving district on july 7th. No recruitment at this time. Board questions regarding volunteers.

10. FIRE CHIEF’S REPORT (00:24:00)

Interim Chief Johnson gave verbal update. Labor negotiations in progress. Engineer’s test in August. Summarized fires personnel responded to during the month of June. John Bischoff promoted to Captain as of July 1.

11. STAFF REPORTS (00:30:22)

Reminder from ASO Corcoran to Board and Measure O Oversight Committee to complete Ethics training.

12. BOARD MEMBER REPORTS (00:31:46)

- a. Strategic Plan RFP ad hoc committee (Bowman and Covington) events uploaded to new website. New terminology, and survey up until end of month. Draft report will be delivered in August. 2 community workshops.
- b. Budget ad hoc committee (Hill and Davidson)-questions sent in; answered received
- c. Website Launch ad hoc committee (Bowman and Mikel)-website is live. Thanked staff.

A. LAFCO-Director Mikel: Meeting was cancelled, There was a protest hearing meeting added; regarding the dissolution of County Service Area R-10. No protests.

PUBLIC COMMENT

Tanya Little

13. AD HOC BOARD COMMITTEE REPORTS

See Item 12

14. MEASURE O (00:51:48)

No report.

15. LOCAL 1230 CORRESPONDENCE

Vince Wells-commented regarding staffing at stations; possibility of Covid sick bank hours.

Public Comment

Tanya Little

16. ADJOURN TO CLOSED SESSION (01:04:05)

Meeting adjourned to closed session at 8:13 p.m.

17. RECONVENE IN OPEN SESSION/CLOSED SESSION REPORT OUT

Reconvened in open session at 10:46 p.m. No reportable action, direction given to labor negotiator, attorney, and Interim Chief Johnson.

18. REQUESTS FOR FUTURE AGENDA ITEMS

Bowman: Chief recruitment, budget, facilities improvement; grants

Davidson: ballot measure

19. ADJOURNMENT

Meeting adjourned at 10:55 p.m.

Board Vice Chair

Date	Num	Name	Memo	Account	Amount
07/01/2022	June 2022	The Standard	June 2022	1060 · Group Insurance	-551.00
07/01/2022	2022-23	Fire District Association of California	2022-33 Membership	2200 · Memberships	-400.00
07/01/2022	2022-23	Contra Costa Health Services	Hazmat CUPA Permit	2310 · Professional/Specialized Servic	-400.00
07/01/2022	2022-23	Contra Costa County Auditor-Controller	LAFCO 2022-23	2310 · Professional/Specialized Servic	-3,741.07
07/01/2022	6298	Darrah Trucking & Excavating	Fire Trails-22-23	2310 · Professional/Specialized Servic	-14,498.00
07/01/2022	6301	Darrah Trucking & Excavating	Tree trimming for fire access	2310 · Professional/Specialized Servic	-696.00
07/01/2022	10699	Bellwether Software, LLC	Bellwether Software 2022-23	2100 · Office Expenses	-3,025.00
07/01/2022	f1D72CBC-0001	Streamline (website)	July 2022	2100 · Office Expenses	-300.00
07/01/2022	1991770	Alliant Insurance Services	Crime Insurance Premium	2360 · Insurance	-4,054.00
07/01/2022	July2022	American River Benefit Administrators	July 2022	1060 · Group Insurance	-703.80
07/01/2022	19690049	Bay Alarm	75-Quarterly Service	2120 · Utilities	-180.75
07/01/2022	19696888	Bay Alarm	76-Quarterly Service	2120 · Utilities	-120.00
07/01/2022	12536	Precision IT Consulting	July 2022	2310 · Professional/Specialized Servic	-2,312.53
07/01/2022	INV50635	Vector Solutions	Annual Fee-Check It software	2310 · Professional/Specialized Servic	-1,200.00
07/01/2022	INV00117107	Zoll Data Systems	Fire RMS 22-23	2100 · Office Expenses	-1,386.00
07/01/2022	W4102379WG	American Messaging	July 2022	2110 · Communications	-36.82
07/01/2022	August 2022	American River Benefit Administrators	August 2022	1060 · Group Insurance	-703.80
07/01/2022	FASIS-2023-0360	FASIS	Worker's Compensation Contribution 2022-23	1070 · Worker's Compensation Insurance	-402,600.00
07/01/2022	23810	IEDA INC	July 2022	2310 · Professional/Specialized Servic	-1,758.47
07/01/2022	242110	J.W. Enterprises	July 2022	2310 · Professional/Specialized Servic	-359.00
07/01/2022	12632	Precision IT Consulting	August 2022	2310 · Professional/Specialized Servic	-2,312.53
07/01/2022	0851-154530902	Republic Services	75-July 2022	2120 · Utilities	-57.11
07/01/2022	0851-154524975	Republic Services	76-July 2022	2120 · Utilities	-153.08
07/01/2022	INV151577817	Zoom	June 2022	2100 · Office Expenses	-134.97
07/01/2022	088441	Big Lots	Bowl Brush	2170 · Household Expenses	-8.28
07/01/2022	9766	Barry Evans Studio	Photo Session	2479 · Other Special Dept Expenses	-219.50
07/01/2022	8651457	Amazon	HDMI Cable	2100 · Office Expenses	-14.19
07/01/2022	76-JUN-01	Comcast	76-June 2022	2110 · Communications	-272.12
07/01/2022	76-JUN001	Comcast	76-05/23-06/2022	2110 · Communications	-371.17
07/01/2022	5107991801-01	AT&T	05/25-06/24	2110 · Communications	-330.06

07/01/2022	75-06/24	Comcast	75-05/25-06/24/2022	2100 · Office Expenses	-219.79
07/01/2022	169942	WebQuarry.com	rhfd.org web hosting 22-23	2100 · Office Expenses	-79.95
07/01/2022	2045008	Amazon	Custom self inking stamp	2100 · Office Expenses	-15.24
07/01/2022	9517824	Home Depot	maintenance supplies	2281 · Maintenance of Buildings	-41.44
07/01/2022	1077	Fast Signs	Engine Decals	2271 · Central Garage Maintenance	-389.75
07/01/2022	9772	Barry Evans Studio	Department Photos	2479 · Other Special Dept Expenses	-2,041.66
07/01/2022	2213067	Amazon	Picture Frames	2100 · Office Expenses	-123.96
07/01/2022	10557	Fireline Shields, LLC	Service Award	2474 · Firefighting Supplies	-87.50
07/01/2022	8073020	Amazon	Nameplates	2100 · Office Expenses	-23.95
07/01/2022	155746029	Costco	household supplies	2170 · Household Expenses	-413.49
07/01/2022	12F0027670843	Ready Refresh	Water Delivery	2150 · Food	-44.45
07/01/2022	073851	Lucky	cat litter for oil spill	2281 · Maintenance of Buildings	-24.02
07/01/2022	76-0267207-Jul 12	Comcast	76-June 13-July 12	2110 · Communications	-133.75
07/01/2022	76-0267207-07/12	Comcast	76-06/13-07/12	2110 · Communications	-133.75
07/02/2022	INV061834	Pinole Goodyear	7501-Tires	2273 · Central Garage-Tires	-360.81
07/02/2022	287291133577x0710202	First Net	06/03-07/02	2110 · Communications	-187.80
07/02/2022	080248	Kel-Aire	Maintenance	2281 · Maintenance of Buildings	-465.85
07/06/2022	July2022	Health Care Dental	July 2022	1060 · Group Insurance	-1,844.83
07/08/2022	231317842	Orkin	76-Monthly Service	2281 · Maintenance of Buildings	-128.00
07/11/2022	38084	Scott's PPE	Turnout inspection and repair	2270 · Repairs & Services of Equipment	-39.05
07/12/2022	76-07/29	P.G.&E.	76-06/09-07/10	2120 · Utilities	-265.63
07/13/2022	199		July Secured Tax Apportionment	9010 · Property Taxes-Current Secured	5,031,924.95
07/13/2022	INV00179566	Boot Barn	Wildland Boots	2474 · Firefighting Supplies	-350.00
07/14/2022	75-08/01	P.G.&E.	75-06/10-07/11	2120 · Utilities	-293.44
07/15/2022		Bay Alarm		2120 · Utilities	
07/15/2022	175353	FASIS	4850 Reimbursement	1011 · Permanent Salaries	3,079.42
07/15/2022	174557	FASIS	4850 Reimbursement	1011 · Permanent Salaries	3,079.42
07/15/2022	174926	FASIS	4850 Reimbursement	1011 · Permanent Salaries	3,079.42
07/15/2022	175417	FASIS	4850 Reimbursement	1011 · Permanent Salaries	1,696.65
07/15/2022	031616	9741	Plan Fee	9741 · Fire Prevention Plan Review	486.00
07/15/2022	5948	9741	Plan Fee	9741 · Fire Prevention Plan Review	486.00
07/15/2022	6975821	U.S. Bank	Cal Card Rebate	9980 · Miscellaneous Revenue	274.85
07/15/2022	7845	9741	Plan Fee	9741 · Fire Prevention Plan Review	248.00
07/15/2022	139	9741	Plan Fee	9741 · Fire Prevention Plan Review	243.00
07/15/2022	1319	9741	Plan Fee	9741 · Fire Prevention Plan Review	243.00

07/15/2022 6519	9741	Plan Fee	9741 · Fire Prevention Plan Review	243.00
07/15/2022	9980	Fire Report	9980 · Miscellaneous Revenue	5.00
07/15/2022 140	9980	Fire Report	9980 · Miscellaneous Revenue	5.00
07/15/2022 6423	9980	Fire Report	9980 · Miscellaneous Revenue	5.00
07/18/2022 75-08/04	P.G.&E.	75-06/11-07/12	2120 · Utilities	-25.81
07/19/2022 84606703	Bound Tree	IV solution	2140 · Medical Supplies	-2.99
07/21/2022 200		LAIF Interest 4th Quarter	9181 · Earnings on Investments	3,818.53
07/21/2022 241399	All Star Fire Equipment	Helmet	2474 · Firefighting Supplies	-152.42
07/21/2022 9911674385	Verizon Wireless	06/22-07/21	2110 · Communications	-608.65
07/24/2022 75-08/10	P.G.&E.	75-06/23-07/22	2120 · Utilities	-63.10
07/25/2022 201		1819 SPTADV	9011 · Property Tax-Supplemental	117.79
07/25/2022 201		2021 SPTADV	9011 · Property Tax-Supplemental	1,924.94
07/25/2022 201		1920 SPTADV	9011 · Property Tax-Supplemental	171.27
07/25/2022 201		2122 SPTADV	9011 · Property Tax-Supplemental	32,854.52
07/25/2022 195632	Meyers Nave	June 2022	2310 · Professional/Specialized Servic	-2,310.00
07/26/2022 84616952	Bound Tree	Medical supplies	2140 · Medical Supplies	-89.68
07/26/2022 75-05/24-07/22	EBMUD	75-05/24-07/22	2120 · Utilities	-305.41
07/26/2022 75-25344-JUL	EBMUD	75-05/24-07/22/22	2120 · Utilities	-292.73

August 2022

DRAFT - STRATEGIC PLAN

2022-2027



Rodeo-Hercules Fire District

Rodeo, CA

Prepared by:



FITCH & ASSOCIATES, LLC

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816.431.2600 ▪ www.fitchassoc.com

CONSULTANT REPORT

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EXECUTIVE SUMMARY

Fitch & Associates, LLC was contracted by the Rodeo-Hercules Fire District (RHFD) to provide a facilitated strategic planning process. The process included two days of onsite meetings, and three virtual interviews with the fire chief, fire district board members, and community stakeholders between May and June 2022. The agency also hosted a one-day virtual “town hall” style meeting on May 14, 2022, where a fourteen-member group of internal and external stakeholders completed a strategic visioning process. The process included a review of the value of strategic planning; a review of the community stakeholders’ perception of the Rodeo-Hercules Fire District before and after the facilitated process; an analysis of the agency’s strengths, weaknesses, opportunities and challenges (SWOC); an introduction to the Commission on Fire Accreditation International fire agency accreditation process; plus, a review of the agency’s desired strategic planning statements for final inclusion into a strategic plan. At the conclusion of the process, the stakeholders derived three key themes:

1. How do we continue to improve on saving lives, property, and the environment during and prior to emergency events?
2. How do we meet the increasing service demands over the coming years?
3. How do we better explain our services and demonstrate our value to our community?

From these key themes, members of the agency’s command, line and administrative staff developed a list of 12 strategic objectives, 19 outcome measurements and 50 unique supporting goals to prepare the Rodeo-Hercules Fire District to meet the needs and expectations of their community and to communicate performance and progress in a way that would be easily understood by the community.

PURPOSE OF STRATEGIC PLANNING

Strategic planning is an intentional process by which an agency or organization surveys the industry trends; evidence-based practices; the customer’s needs and wants; the current and future available resources, and the current and future capabilities of the agency to determine performance gaps. Once these gaps are identified, the agency can then determine organizational objectives, supporting goals and critical tasks necessary to close or eliminate the performance gaps. At the completion of the process, the agency will possess a planning document that helps better focus organizational resources towards measurable outcomes to maximize departmental efficiency and effectiveness. The process of strategic planning also provides additional value when a broad array of stakeholders come together to develop consensus on organizational performance gaps and potential solutions. The effectiveness of the team is enhanced through the power of shared vision and goals.



STRATEGIC PLANNING STAKEHOLDERS

External Stakeholders	RHFD Board of Directors	Internal Stakeholders
Dion Baily – Mayor, City of Hercules	Damon Covington – Chair	Darren Johnson – Interim Fire Chief
Deborah Brandon – Board Member, John Swett Unified School District	Steve Hill – Vice Chair	John Bischoff – Board Member, Local 1230
Heather Farmer – Board Member, Bay Front Chamber of Commerce	Marie Bowman - Director	Derek Cochnauer - Captain
Dante Hall -- City Manager, City of Hercules	Charles Davidson - Director	Rob Gelhaus - Engineer
Aimee Henry – Director of Community Relations, Phillips 66	Robyn Mikel - Director	Anthony Stephens – Vice President, Local 1230
Dr. Anthony Hodge – Chairman, Rodeo Municipal Advisory Council		Vince Wells – President, Local 1230
Tanya Little – Co-founder, PHREED		
Richard Luchini – Member, Contra Costa Taxpayers Association		
Jamela Smith-Folds – Trustee, Area 1, West Contra Costa School District		
Annie Ziff – Chair, Measure O Oversight Committee		
Eliza Zoffada – Community Relations, BIO-RAD		

“From outside the fire service looking in, you can never really understand it. From inside the fire service looking out, you can never really explain it” ~ Unknown

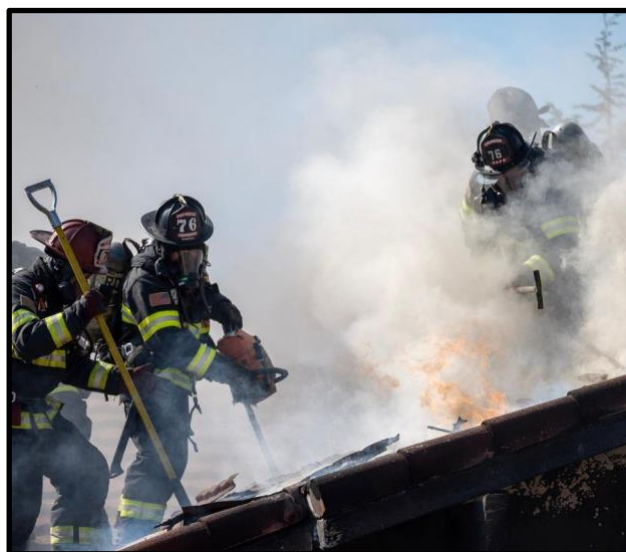
METHODOLOGY

Fitch & Associates, LLC was contracted by the Rodeo-Hercules Fire District (RHFD) to provide a facilitated strategic planning process. The process included two days of onsite meetings, and three virtual interviews with the fire chief, fire district board members, and community stakeholders between May and June 2022. The agency also hosted a one-day virtual “town hall” style meeting on May 14, 2022, where a fourteen-member group of internal and external stakeholders completed a strategic visioning process. The process included a review of the value of strategic planning; a review of the community stakeholders’ perception of the Rodeo-Hercules Fire District before and after the facilitated process; an analysis of the agency’s strengths, weaknesses, opportunities and challenges (SWOC); an introduction to the Commission on Fire Accreditation International fire agency accreditation process; plus, a review of the agency’s desired strategic planning statements for final inclusion into a strategic plan. At the conclusion of the process, the stakeholders derived three key themes:

1. How do we continue to improve on saving lives, property, and the environment during and prior to emergency events?
2. How do we meet the increasing service demands over the coming years?
3. How do we better explain our services and demonstrate our value to our community?

From these key themes, members of the agency’s command, line and administrative staff developed a list of 12 strategic objectives, 19 outcome measurements, and 48 unique supporting goals to prepare the Rodeo-Hercules Fire District to meet the needs and expectations of their community and remain a “value-added” organization into the future.

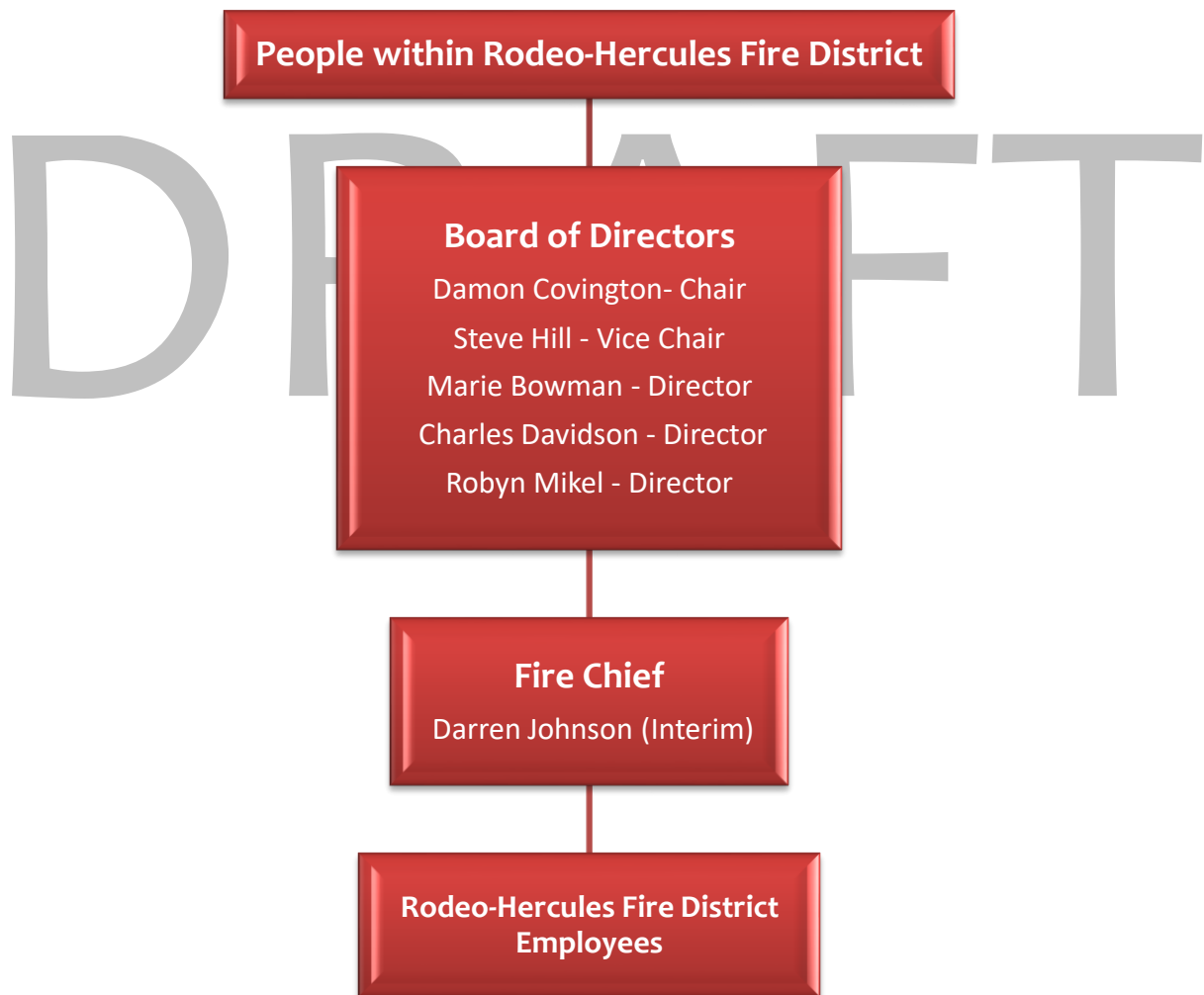
A draft of the proposed strategic plan was provided to the agency to review for errors of fact prior to publishing. The final report also included an internal progress tracking spreadsheet.



GOVERNANCE

The residents of the Rodeo-Hercules Fire District elect five board members from the community as their governing body. Board members are all elected at-large and must reside within the district boundaries during their entire term. All elections are non-partisan. Terms are four years in length, and directors have no term limits.

The Board of Directors selects and appoints the Fire Chief who serves as the chief executive officer of the district. The Fire Chief directs and coordinates the various functions and divisions within the organization, administers the budget, and makes reports and recommendations to the Board. The Fire Chief is an at-will position (under contract) with authority to hire, fire, promote, and transfer all district employees.



FIRE DISTRICT HISTORY AND OVERVIEW

The Rodeo Fire Protection District (District) was formed on February 26, 1937, as an independent special district and established to provide fire protection services to the unincorporated community of Rodeo. In 1978, the City of Hercules was annexed and subsequently the name of the District was changed to the Rodeo-Hercules Fire Protection District.

Today the District is staffed with 20 personnel, deployed from two fire stations. The District protects a total population of approximately 35,000, over a 32 square mile area, including the Phillips 66 oil refinery, numerous two major railways and portions of Interstate 80.

The District has expanded its services over the years and now provides advanced life support, hazardous material response, water rescue, and technical rescue.



The following is a description of minimum staffing configurations; not including cross-staffed specialty units such as, hazardous material and technical rescue units.

In total, the District operates the following response units: (Minimum daily staffing of 6)

- 1 Engine companies (ALS)
- 1 Quint company (ALS)
- 1 Battalion chief (2 shifts are covered by adjacent agencies under existing agreement)

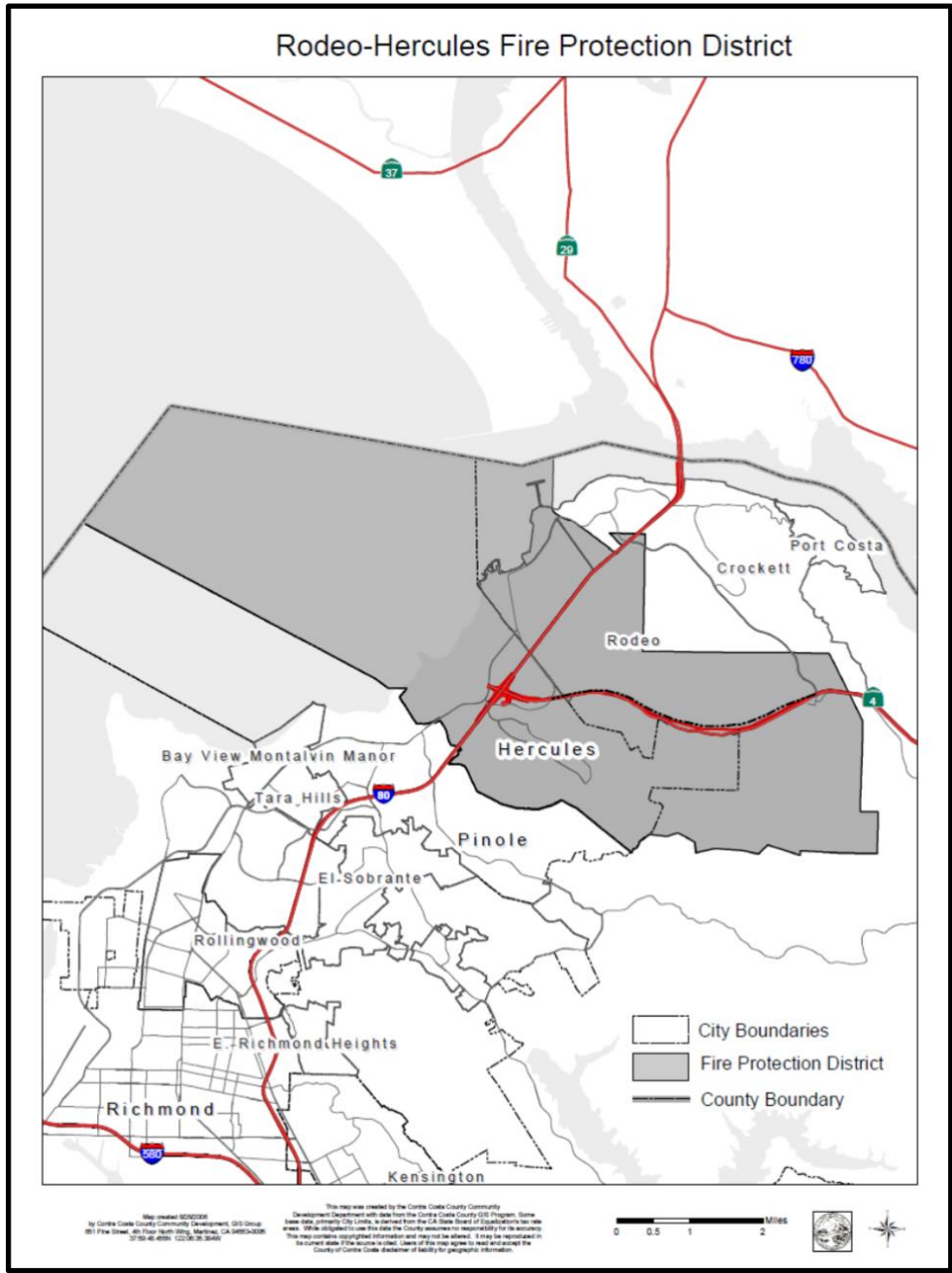
Part of the strategic planning analysis included a review of the agency's fiscal efficiency in relation to other comparable agencies in the region. In short, a rough estimate of efficiency can be derived using a simple cost per capita formula by taking total annual tax revenues, not counting user fees (such as development impact fees for new construction) or one-time funding opportunities (such as grants), then dividing by the residential population served. A review of somewhat similar fire agencies within the region resulted in an average cost per capita of \$439. **In comparison to this average, it is noteworthy that the District has a cost per capita of \$237, which is approximately 46 percent lower.** The resulting cost model for the District is very fiscally conservative but may not be sustainable based on the economic factors that influence safety services, and the impacts seen by comparable fire districts that did not address the fiscal sustainability of their services in time.

Peer Agency	Population Served	Budget	Calls for Service	Per Capita Cost	Full-Time Employees	ISO Rating (1 is best)	# of Fire Stations
Albany	19,100	\$ 4,456,000	3,622	\$ 233.30	19	2	1
Benicia	28,100	\$ 11,864,000	2,761	\$ 422.21	35	3	2
El Cerrito-Kensington FPD	25,300	\$ 12,348,000	3,552	\$ 488.06	35	1	3
Humboldt Bay FPD	55,700	\$ 9,985,000	7,608	\$ 179.26	54	3	5
Moraga-Orinda FPD	38,500	\$ 30,878,000	3,000	\$ 802.03	64	3	5
North Central FPD	51,300	\$ 10,146,000	4,316	\$ 197.78	60	3	5
Novato FPD	66,000	\$ 28,736,000	5,000	\$ 435.39	70	1	5
Piedmont	10,700	\$ 7,612,000	870	\$ 711.40	19	3	1
San Ramon Valley FPD	194,400	\$ 94,201,000	9,000	\$ 484.57	141	2	9
AVERAGE	54,344	\$ 23,358,444	4,414	\$ 439.33	55	2	4
Rodeo-Hercules FPD	36,500	\$ 8,646,000	2,484	\$ 236.88	20	2	2

It is important to note that “cost per capita” is not, in and of itself, a comprehensive measurement of an agency’s performance or value to the community, but rather a broad measurement of how the agency compares to other similar agencies in terms of dollars it charges for services. In other words, cost efficiency does not necessarily equate to operational effectiveness or sustainability. In fact, due to the lower population being protected, and the revenue derived from the City of Hercules, the cost for some property owners in the unincorporated areas can be substantially higher than noted in the cost per capita table.

“A society grows great when old men plant trees in whose shade they know they shall never sit” ~ Greek Proverb

SERVICE AREA AND FACILITIES



Fire Stations and Facilities

**Station 76 - 1680 Refugio Valley Road. Hercules, CA 94547
(Headquarters and Training Center)**



Station 75 - 326 Third Street. Rodeo, CA 94572



AGENCY MISSION, VISION, VALUES

The Rodeo-Hercules Fire District has a well-established organizational mission, vision, and list of values.

MISSION STATEMENT

“It is the mission of this organization to provide the highest level of service to the community; to mitigate the devastating effects of fires and other disasters; to deliver emergency medical services; to educate the public and maintain a constant state of readiness.”

VISION STATEMENT

“The Rodeo-Hercules Fire District is dedicated to providing fire and life safety with PRIDE, EXCELLENCE and PROFESSIONALISM.”

VALUES

- **Service to the Community**
- **Public Trust**
- **Professionalism**
- **An Educated Work Force**
- **Compassion**
- **Teamwork**
- **Safety, Health & Welfare of the Organization**

AGENCY STATUS ANALYSIS

The Strengths, Weaknesses, Opportunities, and Challenges (SWOC) analysis is designed to help the organization assess itself in order to determine its current state of effectiveness as well as its future competitors, anticipated changes, and survival trajectories. Stakeholders were asked to develop a broad list of items from each category, which was then summarized as follows:

Strengths: Things the agency does particularly well, competitive advantages, preparedness investments that are paying off, etc.

- Good customer service
- Good community relations
- Good fire and EMS equipment
- Good relationships with surrounding fire and other emergency service agencies
- Great staff, invested in the community
- Morale is improving over time
- Good water system
- Good teamwork and support amongst staff
- District fund reserves close to 50%

Weaknesses: Things that the agency doesn't do particularly well, competitive disadvantages, blind spots, not prepared for, liabilities, etc.

- Lack of staffing to address growing severity and frequency of emergency events
- Retention of staff
- Inexperience of staff due to rapid turnover
- Lack of support staff
- Agency revenue approximately 40% below regional comparative average
- Outdated policies and procedures
- In ability to keep up with changing technology in the industry
- Need to update radio systems
- Lack of personnel accountability due to shared Battalion Chief coverage model
- Need better promotional preparation/testing/probationary period training
- Cardiac survival percentage lower than national average

Opportunities: Opportunities the agency should explore that would improve its mission, service delivery, efficiencies, reputation, survivability as an organization.

- Shared services agreement
- Possible contract for service with another agency
- Explore efficiency opportunities
- Add (2) Battalion Chiefs
- Explore additional revenue opportunities
- Expand public education program
- Expand diversity within ranks
- Improve cardiac survival percentage

Challenges: Things that threaten to undermine the agency mission, service delivery, efficiencies, reputation, survivability as an organization.

- Maintaining service levels over time
- Achieving adequate levels of funding
- Unfunded mandates and liabilities
- Employee recruitment and retention
- Limited ability to provide public education
- Communicating service level impacts to the community
- Economic downturn
- Maintaining experience level of operational staff
- Investing in training and qualification of mid-tier staff
- Improve efficiency in apparatus maintenance
- Loss of automatic aid/closest unit concept



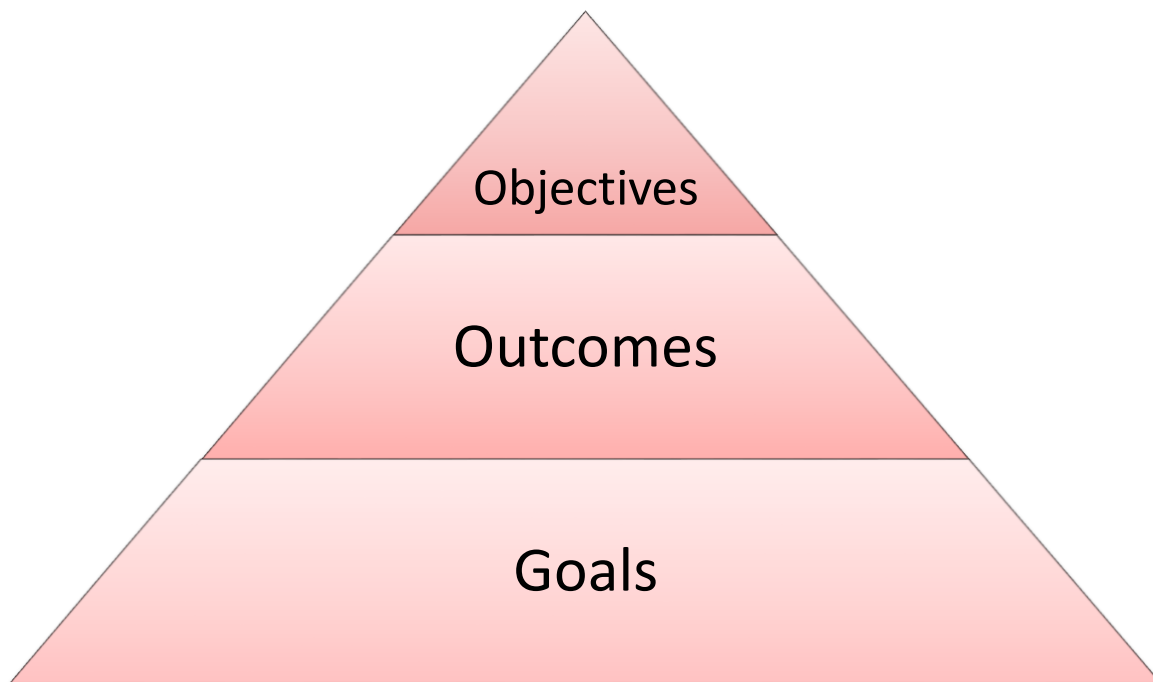
STRATEGIC OBJECTIVES AND OUTCOMES

This plan was developed with the primary goal of helping the Rodeo-Hercules Fire District communicate more effectively to the community in how best they can evaluate the performance of their fire department. This plan uses three levels of evaluation; strategic objectives, outcomes, and goals to help the reader understand the relationship between the lower-level goals with the higher-level outcomes. For example, a patient may not care about how everything worked together behind the scenes to provide lifesaving service in response to their cardiac arrest, but they are keenly interested in surviving the cardiac event neurologically intact. However, the outcome (surviving the cardiac event neurologically intact) requires many different processes that must work in concert to achieve the desired outcome. Below is a brief description of each of these elements.

Strategic Objective: A statement that helps create an overall vision and set of goals that will help the organization focus and achieve a desired outcome.

Strategic Outcome: Statement that describes the result or end-state of the activity. This is usually the most important category to evaluate agency effectiveness.

Strategic Goal: An incremental step(s) needed to accomplish the higher-level/desired outcome.



In this plan, strategic outcomes and goals may be repeated throughout the document since the same goal may solve for many different strategic initiatives. For example, rapid turnout times can help improve the outcome for literally thousands of responses. Some of the efforts listed below will concentrate on fire related problems and others will concentrate on emergency medical problems. In the end, rapid turnout times can benefit both.

How Do We Continue to Improve on Protecting Lives, Property and the Environment Before and During Emergency Events?

1.1 Improve Survivability for Victims of Fire, Hazardous Material Release, Entrapment, or other Crisis Events

Outcome Measurements

Keep annual growth rate of structure fire instances at or below annual population growth rate (percent of structure fires lower than percentage of population growth year over year)

Contain structure fires to the room of origin 80 percent of the time (Urban – rolling 3-year average)

Contain structure fires to the room of origin 70 percent of the time (Rural – rolling 3-year average)

Zero civilian deaths due to fire (structure fires/accidental/unintentional)

Rescue victims of entrapment within 10 minutes from patient contact, 90 percent of the time (emergent calls, patient contact to patient extricated, in assistance to local hospital ER trauma unit accreditation standard)

Supporting Objectives

- Ensure emergency 911 calls for service are processed within 90 seconds, 90 percent of the time (alarm handling)
- Turnout time for fire/rescue calls within 1 minute and 50 seconds, 90 percent of the time (emergency calls, unit alert to wheels rolling)
 - Monitor and report turnout time performance quarterly (rolling 90 and 365-day, by member or officer)
- First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the urban zone, requiring the use of personal protective equipment within 8 minutes, 90 percent of the time (emergency calls, 911 received to unit arrival)

- First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the rural zone, requiring the use of personal protective equipment within 12 minutes, 90 percent of the time (emergency calls, 911 call received to unit arrival)
- Inspect 100% of all commercial fire protection systems annually
- Inspect 100% of high-risk occupancies annually
- Inspect 100% of State mandated occupancies annually
- Inspect 90% of moderate and low-risk occupancies annually
- Prepare for the adoption of the 2018 Fire Code
- Develop strategies to improve quality and quantity of incident data reporting by officers and paramedics
 - Time stamp “water on the fire”
 - Time stamp “primary search complete”
 - Time stamp “extrication complete”
 - Time stamp “at patient side/victim side”
- Keep annual Unit Hour Utilization percentage below 30% for all units (annually)
- Develop a Standards of Cover document
 - Review response modes to fire alarms, low acuity medical calls, lift assists, etc.

1.2 Improve Survivability of Patients Experiencing Acute Medical Emergencies

Outcome Measurements

Keep the annual growth rate of EMS calls at or below annual population growth rate (percent of structure fires lower than percentage of population growth year over year)

Maintain a cardiac survival rate at or above the national average (ROSC avg.)

Supporting Objectives

- Ensure emergency 911 calls for service are processed within 90 seconds, 90 percent of the time (alarm handling)
- Turnout time for EMS calls within 1 minute and 30 seconds, 90 percent of the time (emergency calls, unit alert to wheels rolling)
- First EMS capable unit arrival at medical calls for service, within the urban zone, requiring the use of personal protective equipment within 7 minutes and 40 seconds, 90 percent of the time (emergency calls, 911 received to unit arrival)
- First EMS capable unit arrival at medical calls for service, within the rural zone, requiring the use of personal protective equipment within 11 minutes and 40 seconds, 90 percent of the time (emergency calls, 911 call received to unit arrival)
- Ambulance arrival on EMS calls within 11 minutes and 45 seconds, 90 percent of the time (emergency calls, Zone B, 911 received at ConFire to unit arrival, per county contract)
- Explore developing a process to start measuring cardiac survival using agency specific CARES data
- Develop a CPR fraction rate measurement (i.e., Maintain a CPR fraction rate of at least 90 percent, for 90% of cardiac arrest incidents)
- Develop a Standards of Cover document
- Keep Unit Hour Utilization percentage below 30% for all units
- Explore strategies that measure and improve definitive patient care
 - Example: Recognize and transport medical alerts (STEMI, stroke, trauma) within 10 minutes, 90 percent of the time (at patient side to transport)
- Develop a bystander CPR participation rate target
- Partner with community agencies to offer bystander “hands-only” CPR training

1.3 Improve Firefighter Safety and Survival

Outcome Measurements

Keep annual growth rate of structure fire instances at or below annual population growth rate (percent of structure fires lower than percentage of population growth year over year)

Contain structure fires to the room of origin 80 percent of the time (Urban – rolling 3-year average)

Contain structure fires to the room of origin 70 percent of the time (Rural – rolling 3-year average)

Zero firefighter Line of Duty deaths

Maintain annual employee injury rate below 20 percent of total allocated staffing (less than 3 reportable industrial injuries per year)

Supporting Objectives

- Ensure emergency 911 calls for service are processed within 90 seconds, 90 percent of the time (alarm handling)
- Turnout time for fire/rescue calls within 1 minute and 50 seconds, 90 percent of the time (emergency calls, unit alert to wheels rolling)
- First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the urban zone, requiring the use of personal protective equipment within 8 minutes, 90 percent of the time (emergency calls, 911 received to unit arrival)
- First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the rural zone, requiring the use of personal protective equipment within 12 minutes, 90 percent of the time (emergency calls, 911 call received to unit arrival)
- Inspect 100% of all commercial fire protection systems annually
- Inspect 100% of high-risk occupancies annually
- Inspect 100% of State mandated occupancies annually
- Inspect 90% of moderate and low-risk occupancies annually
- Prepare for the adoption of the 2018 Fire Code
- Develop a Standards of Cover document
- Analyze security of all agency facilities (station hardening)
- Analyze equipment and inventory security for all fire apparatus (apparatus hardening)

1.4 Improve Agency Resiliency During Crisis-Level Events

Supporting Objectives

- Develop a Standards of Cover document
- Develop a policy that limits the provision of auto or mutual aid during resource drawdown
- Explore a contract for service or consolidation with a larger fire agency

How Do We Meet the Increases in Service Demands Over the Coming Years?

2.1 Reduce Financial and Legal Risk/Liability to the District

Outcome Measurements

Zero firefighter Line of Duty deaths

Maintain annual employee injury rate below 20 percent of total allocated staffing (less than 3 reportable industrial injuries per year)

Zero substantiated cases of harassment/discrimination

Zero cases of requiring formal disciplinary action (action above written reprimand)

Supporting Objectives

- Provide liability reduction/ harassment prevention training to all employees and board members annually
- Develop a Standards of Cover document
- Update and maintain a two-year training plan
- Update succession planning/professional development policies
- Improve quality and accuracy of report writing by officers, paramedics and EMT's.
- Develop system to review/update all policies every three years
- Explore a contract for service or consolidation with a larger fire agency

2.2 Improve Efficiency within the Current Budget Process

Outcome Measurements

Keep annual growth rate of structure fire instances at or below annual population growth rate (percent of structure fires lower than percentage of population growth year over year)

Keep the annual growth rate of EMS calls at or below annual population growth rate (percent of structure fires lower than percentage of population growth year over year)

Maintain a “cost per capita” equal to or below the regional comparative average

Maintain a fund reserve balance of 50%

Maintain Workers’ Compensation costs below 3% of annual budget

Supporting Objectives

- Purchase sufficient fire apparatus to ensure fleet health complies with apparatus replacement plan
- Pursue grant opportunities with a positive return in investment
- Strategic planning group will meet at least annually to review progress and updates
- Explore the value of mobile fire mechanic service
- Explore a contract for service or consolidation with a larger fire agency

2.3 Prepare the Agency for Future Economic Downturns

Outcome Measurement

Develop operational cost and service “step down/cost cutting” plan that will provide a progressive rate of savings within one year of implementation

Supporting Objectives

- Invest in station improvement projects that provide economic savings measured in lower ongoing maintenance or utility costs
- Invest in high quality equipment/apparatus that can withstand deferred replacement when necessary
- Explore a contract for service or consolidation with a larger fire agency

2.4 Prepare for Population Growth within the Jurisdiction

Outcome Measurements

Keep annual growth rate of structure fire instances at or below annual population growth rate (percent of structure fires lower than percentage of population growth year over year)

Keep the annual growth rate of EMS calls at or below annual population growth rate (percent of structure fires lower than percentage of population growth year over year)

Contain structure fires to the room of origin 80 percent of the time (Urban – rolling 3-year average)

Contain structure fires to the room of origin 70 percent of the time (Rural – rolling 3-year average)

Maintain a cardiac survival rate at or above the national average (ROSC avg.)

Supporting Objectives

- Ensure emergency 911 calls for service are processed within 90 seconds, 90 percent of the time (alarm handling)
- Turnout time for fire/rescue calls within 1 minute and 50 seconds, 90 percent of the time (emergency calls, unit alert to wheels rolling)
- First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the urban zone, requiring the use of personal protective equipment within 8 minutes, 90 percent of the time (emergency calls, 911 received to unit arrival)
- First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the rural zone, requiring the use of personal protective equipment within 12 minutes, 90 percent of the time (emergency calls, 911 call received to unit arrival)
- Inspect 100% of all commercial fire protection systems annually

- Inspect 100% of high-risk occupancies annually
- Inspect 100% of State mandated occupancies annually
- Inspect 90% of moderate and low-risk occupancies annually
- Prepare for the adoption of the 2018 Fire Code
- Develop a Standards of Cover document
- Explore a contract for service or consolidation with a larger fire agency

How Do We Better Explain Our Services and Demonstrate Our Value to Our Community?

3.1 Promote a Positive Agency Reputation within the Community

Outcome Measurements

Maintain a “cost per capita” equal to or below the regional comparative average

Recruit and hire employees that represent the demographic make-up of the community
(census data for region)

Supporting Objectives

- Explore a “Fire Ops 101” program for interested community leaders and media
- Review and update Department website annually
- Provide public speaking/presentation to community groups
- Explore a customer/patient satisfaction survey program
- Develop a list of community stakeholders for future strategic planning efforts
- Develop a community engagement plan
- Explore expanding social media outreach strategy

3.2 Mitigate Fire Related Damage to Allow Occupants to Remain in the Impacted Structure after Suppression Operations

Outcome Measurements

Keep annual growth rate of structure fire instances at or below annual population growth rate (percent of structure fires lower than percentage of population growth year over year)

Contain structure fires to the room of origin 80 percent of the time (Urban – rolling 3-year average)

Contain structure fires to the room of origin 70 percent of the time (Rural – rolling 3-year average)

Save at least 95% of the value of property and contents threatened by fire (values saved versus values lost, including exposures)

Prevent displacement for 95% of occupants impacted by fire (occupants return to home within 24 hours of fire)

Supporting Objectives

- Ensure emergency 911 calls for service are processed within 90 seconds, 90 percent of the time (alarm handling)
- Turnout time for fire/rescue calls within 1 minute and 50 seconds, 90 percent of the time (emergency calls, unit alert to wheels rolling)
- First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the urban zone, requiring the use of personal protective equipment within 8 minutes, 90 percent of the time (emergency calls, 911 received to unit arrival)
- First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the rural zone, requiring the use of personal protective equipment within 12 minutes, 90 percent of the time (emergency calls, 911 call received to unit arrival)
- Inspect 100% of all commercial fire protection systems annually
- Inspect 100% of high-risk occupancies annually
- Inspect 100% of State mandated occupancies annually
- Inspect 90% of moderate and low-risk occupancies annually
- Prepare for the adoption of the 2018 Fire Code
- Develop a Standards of Cover document

3.3 Provide Downward Pressure on Fire Insurance Costs within the Community

Outcome Measurements

Keep annual growth rate of structure fire instances at or below annual population growth rate (percent of structure fires lower than percentage of population growth year over year)

Contain structure fires to the room of origin 80 percent of the time (Urban – rolling 3-year average)

Contain structure fires to the room of origin 70 percent of the time (Rural – rolling 3-year average)

Save at least 95% of the value of property and contents threatened by fire (values saved versus values lost, including exposures)

Prevent displacement for 95% of occupants impacted by fire (occupants return to home within 24 hours of fire)

Maintain or improve current Insurance Services Office protection ratings for the City and District

Supporting Objectives

- Ensure emergency 911 calls for service are processed within 90 seconds, 90 percent of the time (alarm handling)
- Turnout time for fire/rescue calls within 1 minute and 50 seconds, 90 percent of the time (emergency calls, unit alert to wheels rolling)
- First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the urban zone, requiring the use of personal protective equipment within 8 minutes, 90 percent of the time (emergency calls, 911 received to unit arrival)
- First suppression unit arrival at structure fires, hazardous material releases, and other crisis incidents, within the rural zone, requiring the use of personal protective equipment within 12 minutes, 90 percent of the time (emergency calls, 911 call received to unit arrival)
- Inspect 100% of all commercial fire protection systems annually
- Inspect 100% of high-risk occupancies annually
- Inspect 100% of State mandated occupancies annually
- Inspect 90% of moderate and low-risk occupancies annually
- Prepare for the adoption of the 2018 Fire Code

- Keep annual Unit Hour Utilization percentage below 30% for all units (annually)
- Develop a Standards of Cover document
- Identify cost-efficient measures to improve or maintain ISO protection classes
- Review ISO rating process in September 2024

3.4 Provide Value to the Community Beyond the 911 Call

Outcome Measurements

Maintain or improve current Insurance Services Office protection ratings for the City and District

Supporting Objectives

- Provide fire safety education in all elementary schools and develop a junior safety group
- Partner with the High School to provide HS students community service opportunities at the fire stations
- Partner with local community colleges to provide fire trainee opportunities, especially with fire prevention efforts
- Recruit new employees from the local community
- Develop a CERT cadre
- Identify cost-efficient measures to improve or maintain ISO protection classes
- Review ISO rating process in September 2024

July 2022

MANAGEMENT/ADMINISTRATIVE ASSESSMENT



Rodeo-Hercules, CA Fire Protection District

DRAFT

Prepared by:



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CONSULTANT DRAFT REPORT

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Executive Summary

Fitch and Associates, LLC (FITCH) was retained by the Rodeo-Hercules Fire District (RHFD) to develop a Strategic Plan document and a management/administrative assessment. The FITCH Team came on-site in April, May and July to initiate in-person meetings and interviews with RHFD employees related to the two projects.

FITCH used a variety of techniques in completing this analysis including one-on-one, phone and virtual interviews, as well as document review, comparable agency research and financial analysis. For this portion of the project, FITCH conducted eight (8) interviews with the Board of Directors, executive staff members, labor leaders, and the Fire Chief.

At the conclusion of the analysis, FITCH made six (6) recommendations for improving efficiency and effectiveness, clarifying roles and responsibilities of elected/appointed Board members and staff, supporting current staff with manageable workloads, improving firefighter health, wellness and safety, and most importantly, reducing community risk. All recommendations were subcategorized as either a Strategic Recommendation or a Specific Recommendation.

In this report, Strategic Recommendations are considered broader in nature, with outcomes that are more difficult to quantify fully but generally considered to result in a positive impact on the organization over time. Specific Recommendations are projects or efforts with a narrow and objectively measurable outcome with usually a shorter implementation period.

Strategic Recommendations

Recommendation #1:

Decide on an option for Executive Staff and Administrative Support for the RHFD.
Implement strategies to realistically support administrative processes that are in alignment with district capacity

Option 1.1: Outsource Executive Staff and Administrative Support to another organization capable of providing the breadth and depth of services need in contemporary fire districts

Option 1.2: Keep Executive Staff and Administrative Support within RHFD. Make substantial investments to provide contemporary, regulatory and statutorily compliant services

Recommendation #2:

Decide on an option to support investments in recruitment, retention, training, professional development, succession, health and safety, and behavioral wellness of personnel

Option 2.1: Outsource to another organization capable of providing the breadth and depth of services needed in contemporary fire districts

Option 2.2: Keep services within RHFD. Make substantial investments to provide contemporary, regulatory and statutorily compliant services

Recommendation #3:

Enhance regional service delivery opportunities

Specific Recommendations

Recommendation #4:

Provide Professional Training to the Board of Directors on the Roles and Responsibilities of Board Members, staff, improving teamwork and effective governance to include:

- All current and future Board members should attend the CSDA Leadership Academy and Governance Conference for Elected and Appointed Directors
- Join the California Special Districts Association (CSDA)

Recommendation #5:

Hire a consultant that specializes in assisting elected Boards and officials develop strategies for effective governance, teamwork, professional standards and establishing roles and responsibilities of elected officials and staff.

Recommendation #6:

Provide training to the fire chief and other executive staff to increase administrative skills and abilities to include:

- Project management
- Budgeting
- Organizational appraisal, analysis and needs assessments
- Regulatory compliance and reporting
- Quality improvement/Quality Assurance program to improve system performance and outcomes

BACKGROUND

The RHFD is a full-service fire, rescue and emergency medical services department serving the unincorporated Contra Costa County area known as Rodeo and the City of Hercules. The district protects an area of 32 square miles and a combined population of 35,744 from two strategically located fire stations. The RHFD provides a full range of all-risk services including fire protection, emergency medical aid and rescue response, fire prevention and safety, training, and public education. In calendar year 2021, the RHFD responded to 2,681 calls for service.

Rodeo is an unincorporated area within Contra Costa County and is adjacent to Interstate 80 and between Hercules and Crockett. The United States Census Bureau estimated a population of 9,653 as of April 1, 2020. The City of Hercules is adjacent to Rodeo, and it has a Census-estimated population of 26,091 as of July 1, 2021. Both communities border the San Pablo Bay and extend east into the Bay Area foothills.

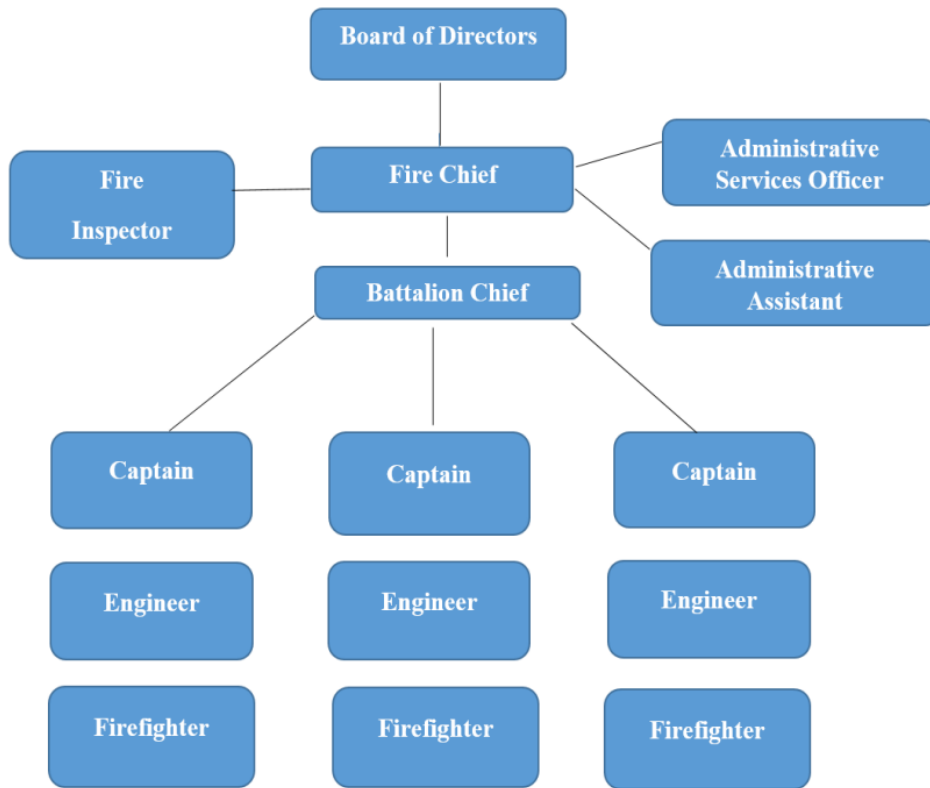
Primarily a bedroom and industrial community, the District contains a major oil refinery (Phillips 66), numerous underground fuel pipelines, two major rail lines and Interstate 80 Freeway. There are significant wildland urban interface threats within the District.

The Rodeo Fire District was formed on February 26, 1937 as an independent special district. The District was established to provide fire protection services in the unincorporated community of Rodeo. In 1978, the City of Hercules was annexed into the Fire District and subsequently the name of the District was changed from the Rodeo Fire Protection District to the Rodeo-Hercules Fire Protection District.

A five (5) member locally elected Board of Directors governs the RHFD and derives its principal funding from normal property taxes, a benefit assessment that was enacted by the Board in 1989 and Measure O, enacted by the voters of the District in 2016. The District's revenue is fixed according to the assessed valuation of the properties within the District's boundaries.

RHFD is budgeted for twenty two (22) full-time positions and one (1) part-time position. Administrative staff consists of one (1) Fire Chief, two (2) administrative services staff and one (1) part-time contract fire inspector. Operations staff consists of one (1) Battalion Chief, six (6) Captains, six (6) Engineers, and six (6) Firefighters.

Figure 1: Organizational Chart



RHFD utilizes mutual and automatic aid with surrounding fire agencies including the City of Pinole and the Contra Costa County Fire District. Besides engine, truck and specialized response, these agencies also share Battalion Chief responsibilities in Battalion 7. Pinole and Contra Costa County Fire District each provides a single Battalion Chief to ensure consistent incident command, firefighter safety, and resource management in West Contra Costa County. The Battalion serves the communities of Rodeo-Hercules, Pinole, Tara Hills, Bayview, Montalvan Manor, Montara Bay, East Richmond Heights, San Pablo, El Sobrante, unincorporated Contra Costa County, and Martinez.

Support staff, including the Fire Chief, have been particularly challenged to provide effective administrative assistance to the District and Board of Directors. In the last two decades, the administrative needs of operating small independent fire districts in California have outpaced the ability to adequately fund support staff.

Add to this the increased salary, pension and other benefit costs and prioritized budget decisions to preserve line staff and keep fire stations open. Often these decisions reduced administrative support to the detriment of the organization. Remaining staff assumed

additional tasks and support roles leading to unsustainable workloads or projects and programs that were unable to be accomplished. Key organizational programs, some of which support professional development, behavioral wellness and the health and safety of personnel were minimized as the focus was placed on keeping apparatus staffed and fire stations open.

The previous RHFD Fire Chief led the District in an Annexation Feasibility Study with Contra Costa County Fire District as well as the East Contra Costa County Fire Protection District. Study findings supported annexing the RHFD into the Contra Costa County Fire District. When findings and recommendations became known to the full Board and community, opposition developed around the findings, a lack of transparency and community engagement, the project process, and the rapid timing to implement recommendation. This caused a great deal of consternation among the Board and a Rodeo-Hercules community-focused group.

From the interviews, it appears the Board is split into two camps. One favors a greater relationship with Contra Costa County Fire. The relationship could be a range of annexation, consolidation or contracting for service. The other camp wants to retain local control over the fire district and its operations.

PROJECT SCOPE

FITCH conducted a Management/Administrative Assessment of the RHFD that resulted in six (6) recommendations for improving efficiency and effectiveness, in particular the areas of administrative support and capacity. All recommendations were subcategorized as either a *Strategic Recommendation* or a *Specific Recommendation*. In this report, Strategic Recommendations are considered broader in nature, with outcomes that are more difficult to quantify fully but generally considered to result in a positive impact on the organization over time. Specific Recommendations are projects or efforts with a narrow and objectively measurable outcome and usually a shorter implementation period.

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PROJECT APPROACH

FITCH used a variety of techniques in completing this study including one-on-one interviews while onsite, virtual interviews, and document review. In total, FITCH conducted eight (8) individual interviews (both in-person and virtually) with chief officers, labor leaders and Board members.

The purpose of the interviews was to gather information on needs within the RHFD, its administration, duties, the ratio of workload within and outside of their job description, and to determine areas of responsibility where employees are not able to meet all assignments. Additional open-ended questions were used to solicit ideas for and including, but are not limited to, process efficiencies, and other opportunities and or constraints for improving the efficiency within their job assignments.

ASSUMPTIONS AND LIMITATIONS

Without conducting extensive time-motion studies for each administrative position, the assumption is made that each Board member, staff and labor leaders are making an honest and best estimate when answering interview questions regarding their workloads, job challenges, and improvement ideas. The scope of work for this project is limited to the management/administrative functions within the RHFD; however, a major component of analyzing the administrative functions required us to explore the budget (revenues and expenditures) as a whole, which has implications into other areas possibly outside the originally intended scope.

GENERAL OBSERVATIONS

The current structure of the RHFD fire administration is not typical of a California fire district. Compared to other fire districts, the administrative structure is understaffed and lean. As an independent district, RHFD does not receive administrative department-level support from within the organization. For example, cities or counties have separate human resources, administrative services and finance departments that provide a range of internal services to their fire department. RHFD does all of this with a small core of managers. The culture is family-like with everyone knowing the strengths and weaknesses of the organization as a whole. Administrative staff exhibited a “can-do” attitude even when faced with unrealistic workloads.

The RHFD administrative support structure is the Fire Chief, Battalion Chief (when available and not focused on operations), and civilian staff assigned to fire administration including and

Administrative Services Officer and Administrative Assistant. This limited organization puts the RHFD and its members in a very precarious position.

The Board also has a reasonable expectation of staff and administrative support consistent with their duties to the community as elected officials. The Board is underserved with the current structure. The lack of staff and administrative support has created occasions for the Board to work outside their established roles of strategic governance, policy-making, approving budgets and providing direction and support to the fire chief. This is detrimental to the organization and creates confusion as Board and staff roles become blurred.

The more important observation is that the current administrative workload is unsustainable without providing additional resources or outsourcing to a larger agency. A second concerning observation is the tenuous balance between key employees and the functionality of the administrative structure as the RHFD Board has increased their expectations. If the Administrative Analyst, the Fire Chief, or the one Battalion Chief were to suffer a long-term absence (illness, occupational injury, retirement) or respond to extended out-of-county deployments on wildfire incidents, the RHFD would be at risk to complete time-sensitive essential functions.

Just like a standards of cover report examines the operational resiliency and capacity to absorb additional emergency workload, also known as call volume, this analysis includes a review of the balance between efficiency and resiliency. The leaner an agency becomes, the less resilient it will be in meeting demand surges, large-scale incidents and other time sensitive or crisis events.

Fire administration must also maintain a similar balance in terms of completing critical work assignments with sufficient diligence to avoid liability yet have time to be proactive in problem-solving to mitigate issues from the start. It appears the RHFD does not have the capacity or resiliency to be proactive, and its focus is on responding to the internal or external priority issue of the moment.

Through the course of the structured interviews, a consistent message from the administrative staff was a lack of time to plan, an inability to strategic prioritize and position the RHFD for the future. Further, the administrative workload has continued to increase without analysis of new projects or programs, what it would do to the existing workload and staff capacity, and how the new assignment fits in to the overall direction and strategy of the RHFD.

Finally, the Fire Board is faced with making significant strategic decisions about the future of RHFD. As noted, there are two camps within the Board that revolve around maintaining local control over the RHFD and a second camp that is advocating for a greater relationship with the Contra Costa County Fire Department.

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STRATEGIC RECOMMENDATIONS

Recommendation #1: Decide on an option for Executive Staff and Administrative Support for the RHFD. Implement strategies to realistically support administrative and human resources processes that are in alignment with district capacity

The RHFD faces a strategic decision. The choices are to make significant financial investments in its support services and administrative functions or outsource those duties to another fire agency. The list of support and administrative services at a minimum includes:

Executive-level budget creation, monitoring and reporting. Long-term budget planning	Point of contact for the Board, filling role of board clerk, and administrative support for Board	Human resources including recruitment, hiring process, background, and daily staffing
Financial and reimbursement tasks, accounts receivable and payable	IT and tech support, administrator for technology products used in the fire department	Fire Training Division support including the fire academy, certificate and training compliance administration
Executive support for the fire chief with staff reports and budget support	Community risk reduction to include fire prevention, plan review, inspection program, vegetation management, Knox Boxes, code enforcement and investigations	Professional Development, succession planning
Privacy and infection control officer supporting EMS	Facilities maintenance, planning and point of contact	Website and social media administrator
Public information officer	Scheduling for public education events	Labor agreements: negotiations, implementation and compliance
Contract administrator	Finance backup	CalJAC labor/management program support
Grants writer	Office management	Workers Compensation program administration
CalOSHA and other State and Federal mandated health and safety programs	Strategic and long-term planning	Point of contact for collaboration with county and local cities

If the RHFD decides to retain the fire chief position, support services and administrative functions, the Board should add additional full-time staffing to include:

- Fire Marshal/Battalion Chief
- One additional Administrative Assistant for a total of two

Given the workload, critical tasks and projects are not currently being completed or are being addressed in a minimal fashion. Extensive investments need to be made by the RHFD.

Additional resources would support community risk reduction, the Board's needs for community-facing projects and programs, state and federal regulatory compliance, and the health and safety of the RHFD members.

There are outsourcing options for the RHFD Board to consider. Outsourcing could include any and all positions providing management and administrative support, including the fire chief, and fire prevention. Options include:

- Consolidation with a larger fire agency capable of supporting the administrative and management needs of the RHFD
- Contract for service with a larger fire agency capable of supporting the administrative and management needs of the RHFD
- Consider options outlined in the July 2021 study

The contract-for-service option is widely practiced in California, in particular Los Angeles and Orange Counties. In areas where there is a large county fire agency, cities and fire protection districts have taken advantage of the cost-efficient options that a larger agency can provide due to economies of scale. Local control is minimized, but the elected board can craft contractual language that will provide input and self-control in types of decisions or services. The RHFD would not have to be dissolved, and the Board can continue to function as the voice of the electorate.

A detailed cost analysis and a transparent policy and community process should be undertaken so the costs, benefits, concerns, and limitations are openly and thoroughly vetted.

Recommendation #2: Decide on an option to support investments in recruitment, retention, training, professional development, succession, health and safety, and behavioral wellness of personnel

As noted under Recommendation #1, the RHFD faces a strategic decision. The choices are to make significant financial investments in human resources including recruitment, retention, training, professional development, succession, health and safety, and behavioral wellness of personnel. The list of training and human relations services at a minimum includes:

Human resources including recruitment, hiring process, background, and daily staffing	Fire Training Division support including the fire academy, certificate and training compliance administration	Professional development, succession planning
Professional licensure including EMT and Paramedic, and driver’s license compliance	Professional standards to include investigation and disciplinary function that comply with California Firefighters’ Procedural Bull of Rights investigations	Privacy and infection control officer supporting EMS
Labor agreements: negotiations, implementation and compliance	CalJAC labor/management program support	Workers Compensation program administration
Retirement agency and health benefits administration and support	CalOSHA and other State and Federal mandated health and safety programs	Behavioral wellness and mental health programs supporting all RHFD members
Health screening including annual physicals	COVID and other infectious disease monitoring, training and compliance	

If the RHFD decides to retain training and human resource functions in-house, the Board should add additional full-time staffing to include:

- Training and EMS Chief/Battalion Chief
- Deputy Administrative Services Officer (civilian) with a specialty in human resources (HR) management

These new positions would collaborate to support the Board’s policy goals and the members of the RHFD. Given the structure and workload, critical HR tasks and projects are not being completed or being addressed in a minimal fashion, extensive investments need to be made by the RHFD.

Additional resources would support recruitment, fire academy training, retention, professional development and succession of RHFD members. More importantly, the health and safety of the RHFD members would be prioritized. Reducing the risk and exposure of RHFD members and getting ill or injured staff back to work sooner would offset the overtime and workers compensation costs incurred by hiring additional support staff.

There are outsourcing options for the RHFD Board to consider. Outsourcing could include any and all positions providing HR, health and wellness, and program administration.

Options include:

- Consolidation with a larger fire agency capable of supporting the HR and Training needs of the RHFD
- Contract for service with a larger fire agency capable of supporting the HR and Training needs of the RHFD

In areas where there is a large county fire agency, cities and fire protection districts have taken advantage of the cost-efficient options that a larger agency can provide due to economies of scale. Local control is minimized, but the elected board can craft contractual language that will provide input and self-control in types of decisions or services. The RHFD would not have to be dissolved, and the Board can continue to function as the voice of the electorate. The Board's feedback would be provided to the larger fire agency's executive chiefs.

A detailed cost analysis and a transparent policy and community process should be undertaken so the costs, benefits, concerns, and limitations are openly and thoroughly vetted.

Recommendation #3: Enhance regional service delivery opportunities

The good news is that the RHFD is already participating in regional solutions. This includes a regional dispatch and communications system, emergency response with automatic and mutual aid, and shared Battalion Chief/Incident Commander position. These regional solutions provide a higher level of service at minimal cost to the communities in West Contra Costa County.

Specific regional opportunities and resource sharing exist in the areas of fire prevention, training, including entry-level fire academies, and as noted in recommendations #1 and #2, administrative and training functions. Resource sharing can exist in a variety of ways including

joint powers agreements (JPA), signed memorandum of understandings (MOU), or contracting for services.

If there is a mutual desire to increase services with little to no cost increase and provide additional depth and resiliency, then it is recommended regional opportunities be explored.

Further, if outsourcing recommendations #1 and #2 are undertaken, the RHFD should also consider outsourcing operations members. Current RHFD personnel would be transferred to the larger fire agency. RHFD would negotiate personnel, administrative and any overhead costs with the larger fire agency. Under California law, public agencies can only charge the actual cost to provide staff and services.

In contracting or consolidation options, the RHFD can maintain control of its fixed assets (fire stations) and apparatus.

SPECIFIC RECOMMENDATIONS

Recommendation #4: Provide Professional Training to the Board of Directors on the Roles and Responsibilities of Board Members, staff, improving teamwork and effective governance

The RHFD Board is faced with making significant strategic decisions about the future of RHFD. Complex and tough decisions need to be made in a transparent and time sensitive fashion, and with appropriate staff report. The core decision of becoming part of a larger fire agency is emotional and with a sense of loss.

It has not been easy to be an elected or appointed official in the last ten years due to financial strains, increased regulations and reporting, COVID, and in the case of RHFD, turnover with the Board and fire chief.

Smaller agencies, in particular fire districts, have dedicated and passionate community members who feel a strong sense of ownership and community service. Often, what these smaller special districts lack is well-trained elected and appointed officials. Specifically, training in the areas of effective governance, collaboration among board members, establishing and abiding by roles and responsibilities of board members and staff, effective communication between board members and staff that comply with the Brown Act, and effective external communication to the community and other local government agencies.

In the series of interviews, it was apparent that there is not a focus on training board members other than the State-required compliance training in ethics and harassment prevention. The RHFD Board and community would benefit from additional specialized training.

Specifically, all current and future Board members should attend the CSDA's Special District Leadership Academy (SDLA). The curriculum-based continuing education program recognizes the necessity for boards and executive staff to work together toward a common goal. The SDLA provides the knowledge base to perform essential governance responsibilities and is designed for both new and experienced special district board members. The SDLA is a two-day program and is taught twice each year, once in Southern California and once in Northern California. Details and a program flyer are included in Appendix A.

As part of this recommendation, RHFD is strongly encouraged to become a member of the CSDA. RHFD will join other California special districts and receive training, advocacy, networking, knowledge base, group insurance purchasing opportunities, consultant

connections, request for proposals (RFP) clearinghouse, and access to annual conferences. The RHFD Board members will be surrounded with other special district elected officials and executive staff who have been through similar experiences and challenges. The RHFD Board will be able to take advantage of these other special district's insight that would benefit the Rodeo-Hercules community. The link is: [Home - California Special Districts Association \(csda.net\)](http://csda.net).

Recommendation #5: Hire a consultant that specializes in assisting elected Boards and officials develop strategies for effective governance, teamwork, professional standards and establishing roles and responsibilities of elected officials and staff.

Given the challenges the RHFD Board has faced in the past, currently, and in the future, they would benefit from a professional consultant and trainer who specializes in creating effective and cohesive governing bodies.

Consultants should be selected who can provide board training and consultation in:

- Board Dynamics
- Board Planning/Facilitation
- Change Management
- Organizational Effectiveness/Establishing and observing the roles and responsibilities of the Board and Staff
- Creating Effective Interpersonal Communications
- Creating Effective Community Messaging

In addition to the RHFD Board benefiting from an effective and collaborative board, staff and the community would become the ultimate beneficiaries. It is reasonable to expect effective governance instead of infighting.

Recommendation #6: Provide training to the fire chief and other executive staff to increase administrative skills and abilities

As fire staff promote in their careers, often they are promoted for their operational skill. An effective incident commander does not necessarily make an effective administrator. Proficiency on the fire ground does not translate into proficiency in budgeting, strategic planning, and administration. In fire districts the fire chief is also the chief executive officer (CEO). Given that fire districts are responsible for an array of administrative, financial, human

resources responsibilities as well as supporting elected boards, the fire chief must also be a proficient administrator.

In cities and counties, other internal departments can support the fire chief. These supporting departments have directors and department heads who are equal to the fire chief. Fire districts do not have this level of support.

In the series of interviews, it was pointed out that some of the past fire chiefs were effective administrators and some struggled with the roles. For those that were challenged in their roles as fire chief, their administrative skill set had not been developed to the level needed in the CEO role in a lean organizational structure.

It is recommended that the current and future fire chief, battalion chiefs and civilian administrative staff be provided ongoing training in subject that will help them to become effective administrators. Basic competency and continuing education should be provided in:


- Project management
- Budgeting
- Organizational appraisal, analysis and needs assessments
- Regulatory compliance and reporting
- Quality improvement/Quality Assurance program to improve system performance and outcomes
- Drafting staff reports and executive-level memos

Training programs, coaches/mentors, and consultants are available to support staff in this professional development and continuing education training.

**APPENDIX A: CALIFORNIA SPECIAL DISTRICTS ASSOCIATION:
GOVERNANCE LEADERSHIP TRAINING**


GOVERNANCE LEADERSHIP TRAINING

ACHIEVING DISTRICT GOALS... TOGETHER.

 *Two Conference Location Options – First Time and Returning Attendee Tracks!*
April 3 – 6, 2022 – San Diego OR September 18 – 21, 2022 – Napa

SDLA CSDA's 2022
Special District
Leadership Academy Conference

A Comprehensive Governance Leadership Conference for Elected and Appointed Directors/Trustees



BOARD & STAFF LEARN TO WORK AS A TEAM.

Participate in the **Special District Leadership Academy Conference** and complete all four modules of the Academy during the course of two and a half days.

This conference content is based on CSDA's Special District Leadership Academy (SDLA) groundbreaking, curriculum-based continuing education program, which recognizes the necessity for the board and general manager to work closely toward a common goal. SDLA provides the knowledge base to perform essential governance responsibilities and is designed for both new and experienced special district board members.

Complete all Four Modules of the Special District Leadership Academy as Virtual Workshops



MODULE 1

Governance Foundations:
February 16 and 17, 2022
9:00 a.m. – 12:00 p.m.
each day

MODULE 2

Setting Direction / Community Outreach
March 9 and 10, 2022,
9:00 a.m. – 12:00 p.m.
each day

MODULE 3

Board's Role in Finance and Fiscal Accountability
April 18 and 19, 2022, 9:00
a.m. – 12:00 p.m. each day

MODULE 4

Board's Role in Human Resources
May 4 and 5, 2022, 9:00 a.m.
– 12:00 p.m. each day

RECOGNITION IN SPECIAL DISTRICT GOVERNANCE

BOARD MEMBERS AND TRUSTEES

SHOW YOUR COMMITMENT AND DEDICATION TO SERVING YOUR COMMUNITY.

The Recognition in Special District Governance was designed to acknowledge special district Board Members and Trustees who have taken extra steps to become better educated in core areas of governance.

Complete the Special District Leadership Academy + 10 additional professional development hours and receive this recognition.

1112 I Street, Suite 200, Sacramento, CA 95814 • t: 916.231.2909 • www.sdlf.org



Two Locations • Two Options

WHY ATTEND CSDA'S SPECIAL DISTRICT LEADERSHIP ACADEMY CONFERENCE?



Local boards are the reason why local control is local. Special district boards are the voices of the community, and they are also a large reason why special districts exist.

The truth is that every elected or appointed public official needs to worry about governance; governance is what boards do. It's what they bring to the table.

Governance is taking the wishes, needs, and desires of the community and transforming them into policies that govern the district.

Whether you're new to the board or someone who has served for many years, this conference provides essential tools and information to effectively govern your district!

Attendees will learn:

- Working as a team: The roles of the board and staff in your district.
- Attributes and characteristics of highly effective boards.
- How culture, norms, values, and operating styles influence the district.
- Specific jobs that the board must perform.
- How individual values, skills, and knowledge help to shape how effective boards operate.
- The importance of moving from "I" to "we" as the governance team.
- The board's role in setting direction for the district.
- The board's role in finance and fiscal accountability.
- And much more!



April 3 – 6, 2022
Embassy Suites San Diego Bay Downtown
601 Pacific Highway
San Diego, CA 92101

HOTEL ROOM RESERVATIONS
Room reservations are available at the CSDA rate of \$181 plus tax, single or double occupancy. You will receive a link to make your hotel reservation AFTER you have registered for the conference. The room reservation cut-off is March 3, 2022; however, space is limited and may sell out before this date.



EARLY BIRD DISCOUNT
The early bird discount for this location requires registration on or before Thursday, March 3, 2022.

Cancellations must be in writing and received by CSDA no later than March 3, 2022 at 5:00 p.m. All cancellations received by this date will be refunded less a \$75 cancellation fee. There will be no refunds for cancellations made after March 3, 2022. Substitutions are acceptable and must be done in writing no later than March 25, 2022 at 5:00 p.m. Please submit any cancellation notice or substitution requests to meganh@csla.net or fax to 916-520-2465.



September 18 – 21, 2022
Embassy Suites Napa Valley
1075 California Boulevard
Napa, CA 94559

HOTEL ROOM RESERVATIONS
Room reservations are available at the rate of \$189 plus tax, single or double occupancy. You will receive a link to make your hotel reservation AFTER you have registered for the conference. The room reservation cut-off is August 29, 2022; however, space is limited and may sell out before this date.



EARLY BIRD DISCOUNT
The early bird discount for this location requires registration on or before Friday, August 19, 2022.

Cancellations must be in writing and received by CSDA no later than August 19, 2022 at 5:00 p.m. All cancellations received by this date will be refunded less a \$75 cancellation fee. There will be no refunds for cancellations made after August 19, 2022. Substitutions are acceptable and must be done in writing no later than September 9, 2022 at 5:00 p.m. Please submit any cancellation notice or substitution requests to meganh@csla.net or fax to 916-520-2465.



SDRMA Credit Incentive Points

Special District Risk Management Authority (SDRMA) is committed to establishing a strategic partnership with our members to provide maximum protection, help control losses, and positively impact the overall cost of property/liability and workers' compensation coverage through the Credit Incentive Program. Credit incentive points can be earned based on an agency's attendance at the Special District Leadership Academy Conference. Incentive points reduce SDRMA members' annual contribution amount.

Printed on recycled paper.



FIRST-TIME ATTENDEE - SCHEDULE OF EVENTS

SUNDAY

5:30 – 7:00 p.m.
REGISTRATION AND NETWORKING RECEPTION



Take a moment to network with your peers from throughout the state at this informal networking reception. Reception includes light appetizers.

MONDAY

8:30 – 10:00 a.m.
BUILDING A FOUNDATION FOR GOOD GOVERNANCE

Scott Carroll, CSDM (San Diego)
Hillary Strauss, CSDM (Napa)

** This session covers Module 1 of the Special District Leadership Academy: Governance Foundations.*

In this conference session, the instructor will lay the groundwork for good governance in your district.

- Attendees will discover:
- Why good governance is so important to the overall well-being of the district.
 - The traits of effective board members.
 - What good governance means and how to effectively put it into practice.
 - How to move your board from "I" to "we," including how to become an effective team, establish team standards, and essential conditions for team building.

10:00 – 10:30 a.m.
BREAK (All Attendees)

10:30 a.m. – 12:30 p.m.
BUILDING A FOUNDATION FOR GOOD GOVERNANCE (continued)

12:30 – 1:30 p.m.
LUNCH PROVIDED (All Attendees)

1:45 – 3:00 p.m.
FULLFILLING YOUR DISTRICT'S MISSION: CHARTING THE COURSE

Brent Ives, BHI Management Consulting

** This session covers Module 2 of the Special District Leadership Academy: Setting Direction/Community Leadership.*

This conference session will highlight the importance of setting the direction for your district. Learn the critical components of direction setting for your district along with how to avoid planning pitfalls. Attendees will walk through the steps of establishing and fulfilling your district's mission, vision, values, strategic goals, and how to communicate those objectives to your constituents.

3:00 – 3:30 p.m.
BREAK (All Attendees)

3:30 – 4:30 p.m.
FULLFILLING YOUR DISTRICT'S MISSION: CHARTING THE COURSE (continued)

5:30 – 7:00 p.m.
SIP AND SAVOR EVENING RECEPTION

 SDRMA 

Sponsored by the Special District Risk Management Authority (SDRMA)

Join us for a lively evening of networking and refreshments.

TUESDAY

8:30 – 10:00 a.m.
DEFINING BOARD/STAFF ROLES AND RELATIONSHIPS

Liebert Cassidy Whitmore

** This session covers Module 4 of the Special District Leadership Academy: Board's Role in Human Resources*

This conference session will teach participants how to determine the human resource (HR) health of their district and what areas to focus on as a board and individual governing official including:

- Identifying the board's role in human resources.
- Recognizing HR red flags and positive indicators.
- Developing and maintaining essential HR policies.
- Covering confidentiality and legal liabilities.
- Evaluating the general manager.

10:00 – 10:30 a.m.
BREAK (All Attendees)

10:30 – 12:00 p.m.
DEFINING BOARD/STAFF ROLES AND RELATIONSHIPS (continued)

12:00 – 1:00 p.m.
LUNCH PROVIDED (All Attendees)

1:15 – 2:45 p.m.
GET THE WORD OUT! BEST PRACTICES FOR COMMUNICATION AND OUTREACH

Martin Rauch, Rauch Communication Consultants, Inc.

** This session covers Module 2 of the Special District Leadership Academy: Setting Direction/Community Leadership.*

This conference session looks at common communication breakdowns and potential areas for improvement in public agency communications. It will discuss proper and effective communication methods to be aware of as a governing official including:

- Identifying audiences.
- Responding to public input.
- Media relations.
- Legislative outreach and advocacy.

2:45 – 3:00 p.m.
BREAK (All Attendees)

SCHEDULE IS SUBJECT TO MINOR CHANGES BASED ON INSTRUCTOR AND LOCATION.

SDLA Graduate? Join us for our Returning Attendee Track with Two Days of Breakout Sessions with topics such as:

- HOW TO DEAL WITH DISRUPTIVE BOARD MEMBERS
- PUBLIC ENGAGEMENT
- GRAND JURIES AND LAFCO'S
- LEGAL AND LEGISLATIVE UPDATES
- FRAUD DETECTION AND PREVENTION
- CONFLICTS OF INTEREST

3:00 – 4:00 p.m.
GET THE WORD OUT! BEST PRACTICES FOR COMMUNICATION AND OUTREACH
(continued)

OPEN EVENING

WEDNESDAY

8:30 – 10:00 a.m.
SHOW ME THE MONEY! WHAT DO BOARD MEMBERS NEED TO KNOW ABOUT DISTRICT FINANCES?
David Becker, CPA, James Marta & Company LLP, Certified Public Accountants

** This session covers Module 3 of the Special District Leadership Academy: Board's Role in Finance and Fiscal Accountability.*

This conference session will provide a review and insight of important financial concepts, reports, and policies specific to public agencies including special districts. Attendees will learn:

- How to ask the right questions.
- How to link the finance process to the district mission and goals.
- Budget process, budget assessment, and communicating budget information to the public.
- How to develop and analyze capital improvement plans and reserve guidelines.

10:00 – 10:15 a.m.
 BREAK *(All Attendees)*

10:15 a.m. – 12:00 p.m.
SHOW ME THE MONEY! WHAT DO BOARD MEMBERS NEED TO KNOW ABOUT DISTRICT FINANCES? *(continued)*

12:00 p.m.
GRADUATION CERTIFICATE DISTRIBUTION
 First-time attendees must attend all sessions in order to receive their certificate at the conclusion of the conference.

RETURNING ATTENDEE - SCHEDULE OF EVENTS



SUNDAY

5:30 – 7:00 p.m.
REGISTRATION AND NETWORKING RECEPTION
 Take a moment to network with your peers from throughout the state at this informal networking reception. Reception includes light appetizers.

MONDAY

8:30 a.m. – 12:30 p.m.
 BREAKOUT SESSIONS

10:00 – 10:30 a.m.
 BREAK *(All Attendees)*

12:30 – 1:30 p.m.
 LUNCH PROVIDED *(All Attendees)*

1:45 – 4:30 p.m.
 BREAKOUT SESSIONS

3:00 – 3:30 p.m.
 BREAK *(All Attendees)*

5:30 – 7:00 p.m.
SIP AND SAVOR EVENING RECEPTION
Sponsored by the Special District Risk Management Authority (SDRMA)
 Join us for an entertaining evening of networking and refreshments.

TUESDAY

8:30 a.m. – 12:00 p.m.
 BREAKOUT SESSIONS

10:00 – 10:30 a.m.
 BREAK *(All Attendees)*

12:00 – 1:00 p.m.
 LUNCH PROVIDED *(All Attendees)*

1:15 – 4:00 p.m.
 BREAKOUT SESSIONS

2:45 – 3:00 p.m.
 BREAK *(All Attendees)*

4:00 p.m.
 CONFERENCE ENDS FOR RETURNING ATTENDEES



2022 Registration Form
Special District Leadership Academy Conference

(Use one form per registrant)

Three Ways to Register

- **Register online** by visiting the SDLA Conference website at sdla.csda.net.
- **Fax number:** 916-520-2465. All faxed registration forms must include credit card payment.
- **Mail:** CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814. Please include registration form and payment. Checks should be made payable to: California Special Districts Association.

Not sure if you are a member?

Contact the CSDA office at 877-924-2732 to find out if your agency or company is already a member. To learn more about the many benefits of CSDA membership, contact Member Services Director Cassandra Strawn at membership@csda.net or call toll-free at the number listed above.



Name/Title:		
<input type="checkbox"/> First-time Attendee <input type="checkbox"/> Returning Attendee		
District:		
Address:		
City:	State:	Zip:
Phone:		Fax:
<input type="checkbox"/> Member <input type="checkbox"/> Non-member		Email:
Emergency Contact - Name & Phone:		
WHICH CONFERENCE WILL YOU BE ATTENDING?		
<input type="checkbox"/> APRIL 3 - 6, 2022 - SAN DIEGO EARLY BIRD DISCOUNT: MARCH 3, 2022 <input type="checkbox"/> CSDA Member \$600 <input type="checkbox"/> Non-member \$900 AFTER MARCH 11 <input type="checkbox"/> CSDA Member \$675 <input type="checkbox"/> Non-member \$1,010	<input type="checkbox"/> SEPTEMBER 18-21, 2022 - NAPA EARLY BIRD DISCOUNT: AUGUST 19, 2022 <input type="checkbox"/> CSDA Member \$600 <input type="checkbox"/> Non-member \$900 AFTER AUGUST 27 <input type="checkbox"/> CSDA Member \$675 <input type="checkbox"/> Non-member \$1,010	
SEND MORE - SAVE MORE! -- SPECIAL DISCOUNTED PRICING!		
ADDITIONAL ATTENDEE FROM THE SAME DISTRICT BEFORE EARLY BIRD DISCOUNT <input type="checkbox"/> CSDA Member \$400 <input type="checkbox"/> Non-member \$600		ADDITIONAL ATTENDEE FROM THE SAME DISTRICT AFTER EARLY BIRD DISCOUNT <input type="checkbox"/> CSDA Member \$475 <input type="checkbox"/> Non-member \$715
Payment		
<input type="checkbox"/> Check <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover <input type="checkbox"/> American Express		
Acct. Name:		Acct. Number:
Expiration Date:	CVC:	Authorized Signature:
Special needs		
<input type="checkbox"/> Vegetarian <input type="checkbox"/> Other:		

Consent to Use Photographic Images: Registration and attendance at, or participation in, CSDA meeting and other activities constitutes an agreement by the registrant to CSDA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, and audiotapes of such events and activities.

Anti-Discrimination and Harassment Policy: CSDA is dedicated to a harassment-free event experience for everyone. Our Anti-Discrimination and Harassment Policy can be found under "CSDA Transparency" at www.csda.net/about-csda/who-we-are.



Steady as you go.

When your team and ours all pull together, you get the sure-footed stability you need to proceed with confidence. As an extension of your staff, we are always at the sidelines delivering service and expertise. For everything from Workers' Compensation and Property/Liability coverages to Health Benefits options available throughout California, we are here to keep you going strong. For more information, visit sdrma.org.



SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY • Trusted Risk Management • 800.537.7790 • www.sdrma.org



www.fitchassoc.com

**Rodeo Hercules Fire
Protection District
MEMORANDUM**

To: BOARD of DIRECTORS, Rodeo Hercules Fire District
From: Darren Johnson, Acting Fire Chief *DJ*
Subject: FIRE CHIEF'S REPORT
Date: Aug 10, 2022

CCCERA: Contra Costa County Employees Retirement Association- Additional information regarding *Alameda County Deputy Sheriff's Assoc. et al., v. Alameda County Employees' Retirement Assn., et al.*, and referred to as the *Alameda* decision was on the agenda for discussion at the September 8 CCCERA Board meeting. The determinations made during that meeting are as follows: The Board of Retirement considered the issues of member contributions and retirement benefit adjustments in connection with elements of pay no longer pensionable under AB 197 and the *Alameda* decision. The Board adopted Resolution 2021-5 that authorizes the following actions in compliance with the *Alameda* decision and applicable state and federal law:

- 1) Determine all member contributions attributable to excluded Terminal Pay Items and On-Call Pay Items made on and after July 12, 2014, and credit or refund all such contributions, with appropriate interest, to the affected members, in a manner that complies with applicable federal tax rules and California law.
- 2) Determine all overpayments of benefits made to retired members due to excluded Estoppel Benefits and On-Call Pay Items since July 12, 2014, and recover those overpayments from the affected members, with appropriate interest, net of any contributions made on and after July 12, 2014, attributable to such excluded items, in a manner that complies with applicable federal tax rules and California law.
- 3) Determine appropriate adjustments to the future retirement benefits paid to affected members in Item 2 above and implement those adjustments at the earliest practicable time.

The above actions will commence upon the final resolution of the three AB 197 lawsuits involving CCCERA. **NO Updates.** **Reporting:** Acting Chief Johnson

Labor Relations – Personnel – Current MOU expired June 30th. Contract negotiations have been completed.

Reporting: Acting Chief Johnson

Fire Stations/Training Facility

Multi-company training has been resumed with all Battalion 7 Units.

Probationary employees are continuing their training and Task Book signoffs.

Engineers test was completed August 2nd with 4 personnel participating.

Reporting: Acting Chief Johnson

Facilities- Nothing to report.

Reporting: Acting Chief Johnson

Grants/Reimbursements – Nothing to Report

Reporting: Acting Chief Johnson

Incident Activity- Fire activity was down this month from last month due to a cooler weather pattern.

Crews responded to significant vehicle accidents on interstate 80 with helicopter responses

Reporting: Acting Chief Johnson

Community Risk Reduction – Company conducted business inspections are currently on hold, with a plan to resume engine company business inspections in October 1. The Fire District encourages community members to visit rhfd.org for updates.

Reporting: Acting Chief Johnson

Community /Wildfire Prevention – Weed abatement has begun and is ongoing. All weeds should be cut by July 1. Currently receiving notifications for weed complaints and verifying them. All fire trails have been completed in Rodeo and Hercules. Fire season is ahead of schedule.

Reporting: Acting Chief Johnson

Fleet Management –Quint 76 A is currently out service with mechanical issues. The first out Quint just returned back to service at the beginning of the month.

Reporting: Acting Chief Johnson

Fiscal Stabilization – Staff continues to monitor the current Fiscal Year budget. Had meetings with Fitch and Associates to finalize information for the department strategic plan.

Reporting: Acting Chief Johnson

Community Activities –Attended: Rodeo Municipal Advisory Panel, Hercules Rotary, Rodeo MAC, County Fire Dept Operations Meeting,

Reporting: Acting Chief Johnson

Commendations/Awards/Notables – Engineer John Bischoff has been promoted to Captain effective July 1st.

Reporting: Acting Chief Johnson

Upcoming New Development – Fire District staff continue to meet and provide guidance to developers on various projects throughout the Fire District. Written conditions of approval for upcoming projects were issued to; Phillips 66 Solar Project, Sycamore Crossing, and Franklin Canyon RV Park. The Fire District has started meetings with Phillip 66 regarding Renewable Energy Project. Additional businesses coming are, an additional senior housing complex on Willow Ave next to the current complex in Hercules, multi-family housing live-work in Rodeo at 4th and Parker, 3 additional homes will be built on Parker Ave next to the post office in Rodeo and a 40 single family housing project on Skelly. The M,O and P projects for the City are projected to start late fall.

Reporting: Acting Chief Johnson

MEMORANDUM OF UNDERSTANDING

BETWEEN

RODEO-HERCULES
FIRE PROTECTION DISTRICT

AND

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

July 1, 2022 through June 30, 2024

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 July 1, 2022 and ending June 30, 2024.

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 Union Membership

The Local is solely responsible for distributing to and collecting from employees, the dues deduction authorization forms. It is the employee's responsibility to submit requests to start or stop dues deductions directly to the Local and not to the District. The Local is responsible for maintaining the dues deduction forms from individual employees. Copies of an individual employee's dues deduction authorization need not be provided to the District unless a dispute arises about the existence or terms of the authorization. Questions regarding Local membership, dues amounts, and payroll deductions must be directed to the Local and not the District.

The Local will provide to the District an updated, certified dues deduction list of bargaining unit

members on an annual basis, of those employees who have provided written authorization for regular dues deductions. The District will deduct dues for only those employees who are in the bargaining unit in accordance with such certified list. The Local will immediately notify the District of any change to an employee's dues deduction authorization, and will provide the District within five (5) business days of the Local being advised, an updated, certified dues deduction list only noting any specific changes from the last list provided to the District. The District shall not be obligated to put into effect any new, changed or discontinued deduction until a certified list of employees who have provided the Local with deduction authorization forms is submitted to the District in sufficient time to permit normal processing of the change or deduction. The District will transmit the balance of funds to the Local without delay.

The Local agrees to indemnify, defend and hold harmless the District against all claims, demands, suits or any other action, including costs of such suits and reasonable attorney's fees and/or other forms of liability arising from the implementation of the provisions of this section, including claims for or related to employee authorizations, revocations, deductions made, cancelled, or changed in reliance on the Local's representations and certifications regarding employee dues deduction authorizations.

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:

- A. Effective July 1, 2022, base wages for the classifications of Captain, Engineer, Firefighter I and Firefighter II shall be increased by five percent (5%) and the following Salary Schedule A will be in effect:

Salary Schedule A

RANK	START	STEP 1	STEP 2	STEP 3	STEP 4
Captain	\$9,744.00	\$10,231.20	\$10,741.50	\$11,279.10	\$11,844.00
Engineer	\$8,618.40	\$9,047.85	\$9,527.70	\$9,975.00	\$10,473.75
Firefighter II	-	\$8,209.95	\$8,621.55	\$9,054.15	\$9,505.65
Firefighter I*	\$6,787.20	\$7,127.40	\$7,483.35	\$7,819.35	\$8,209.95
Firefighter I	\$6,464.00	\$6,787.20	\$7,127.40	\$7,483.35	\$7,819.35

*Employees hired on or before 6/30/2022.

- B. The Parties intend: a) for the “Firefighter” classification to replace the “Firefighter I/II” classifications, and b) to establish separate Paramedic classifications for each existing unit classification. Effective August 1, 2022, the following Salary Schedule B will be in effect:

Salary Schedule B

RANK	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Captain Paramedic	\$10,718.40	\$11,254.32	\$11,815.65	\$12,407.01	\$13,028.40	-
Captain	\$9,744.00	\$10,231.20	\$10,741.50	\$11,279.10	\$11,844.00	-
Engineer Paramedic	\$9,480.24	\$9,952.64	\$10,480.47	\$10,972.50	\$11,521.13	-
Engineer	\$8,618.40	\$9,047.85	\$9,527.70	\$9,975.00	\$10,473.75	-
Firefighter Paramedic	\$7,110.40	\$7,964.15	\$8,601.29	\$9,132.87	\$9,772.17	\$10,456.22
Firefighter	\$6,464.00	\$7,240.14	\$7,819.35	\$8,302.61	\$8,883.79	\$9,505.65

- C. Effective August 1, 2022, incumbents will be placed in Salary Schedule B from Salary Schedule A as follows:
1. Firefighter I incumbents hired prior to May 3, 2022, will be placed at the next applicable step in Salary Schedule B on their six-month anniversary date.
 2. Firefighter I incumbents at Step 2 or Step 3 in Salary Schedule A will be placed at the same step in Salary Schedule B and will be eligible for the next applicable step on their anniversary date.
 3. Firefighter II incumbents at Step 1 in Schedule A will be placed at the Firefighter Step 4 in Salary Schedule B and will be eligible for the next applicable step on their anniversary date.
 4. All other incumbents will be placed at their current Classification Step at the appropriate

eligible rank based on their paramedic status with the District and will be eligible for the next applicable step on their anniversary date.

5. New employees will be placed on the applicable step pursuant to Sub-Section 4.3.

D. Effective July 1, 2023, base wages for the classifications of Paramedic Captain, Captain, Paramedic Engineer, Engineer, Paramedic Firefighter, and Firefighter shall be increased by five percent (5%) and the following Salary Schedule C will be in effect:

Salary Schedule C

RANK	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Captain Paramedic	\$11,254.32	\$11,817.04	\$12,406.43	\$13,027.36	\$13,679.82	-
Captain	\$10,231.20	\$10,742.76	\$11,278.58	\$11,843.06	\$12,436.20	-
Engineer Paramedic	\$9,954.25	\$10,450.27	\$11,004.49	\$11,521.13	\$12,097.18	-
Engineer	\$9,049.32	\$9,500.24	\$10,004.09	\$10,473.75	\$10,997.44	-
Firefighter Paramedic	\$7,465.92	\$8,362.36	\$9,031.35	\$9,589.51	\$10,260.78	\$10,979.03
Firefighter	\$6,787.20	\$7,602.15	\$8,210.32	\$8,717.74	\$9,327.98	\$9,980.93

4.2 Longevity Pay.

Effective July 1, 2022, employees are eligible for two and one-half percent (2.5%) Longevity Pay after completion of ten (10) years of continuous service to the District.

Effective July 1, 2022, employees are eligible for three and one-half percent (3.5%) Longevity Pay after completion of fifteen (15) years of continuous service to the District.

Effective October 1, 2009, employees are eligible for five percent (5.0%) Longevity Pay after completion of twenty-five (25) years of continuous service to the District.

Longevity Pay shall begin on the first of the month, after completing the number of years of continuous years of service with the District specified above. The Longevity Pay benefit at each service interval is not cumulative. The maximum Longevity Pay benefit is five percent (5%).

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 at least five (5.0%) 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.

4.10 Paramedic Classification

Qualifying employees hired after October 1, 2011 or current employees who become paramedics after October 1, 2011, shall be placed in the Paramedic classification applicable to their current classification effective the first of the month following the District's receipt of the appropriate documentation from the employee.

The District's paramedic staffing shall be as follows:

- Minimum-9 paramedics

4.11 Minimum Staffing

District staffing shall consist of a Captain, Engineer and Firefighter (3.0 staffing), with at least one individual being a Paramedic. 3.0 staffing shall apply to all 24/7 ALS operations.

Minimum staffing may be accommodated by qualified Engineers ability to act up to Captain and qualified Firefighters ability to act up as Engineers.

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.

Effective 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
0 = 24 hour off-duty period

XX0000XX0000XX0000XX0000

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 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 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 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.
- C. 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.
- D. 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.
- E. Affected employees shall be afforded any and all benefits and/or protection as prescribed by local, state, and federal laws regulations governing such matters.
- F. 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:

January 1 st	New Year's 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
June 19 th	Juneteenth
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
Friday	after Thanksgiving Day
December 25	Christmas Day

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

- B. 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:

Beginning of	Completion of	Accrual rate	Vacation Accrual Cap	Accrual Period Months
Date of Hire	3 rd year	12 hours	288 hours	0-36
4 th year	9 th 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.

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. 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.
- 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.

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.

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 Region) 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.

The District shall contribute to the full cost of the VSP Choice Plan, Plan C, and the employee shall be responsible for any co-pays (\$10 for exams, \$20 lenses, \$130 allowance towards frames) relating to the individual use of Plan C.

Eligibility for retiree medical shall be in accordance with District Personnel Bulletin No. 34 Retiree Medical Policy.

Effective October 1, 2011, each employee shall pay 3.75% of salary towards the District's Other POST Employment Benefits (OPEB). The employee's contribution shall remain the equivalent of 3.75% based on the October 1, 2011 salary schedule unless the terms of future salary increases include an additional employee contribution.

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.

Effective January 2013, 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.

As of March 1, 2022, all appointments from official employment lists for original entrance shall be subject to a probationary period of twelve (12) months unless otherwise noted below.

All newly promoted employees shall be subject to District Bulletin 4, (E) Probationary Period, Section 1-6.

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

Promotion.

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

13.1 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.

13.2 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.

13.3 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.

13.4 Provisional Assignments

Employees assigned to a higher classification for less than three (3) months shall be paid a five percent (5%) differential. Employees assigned to a higher class for more than three (3) months shall be paid an eight percent (8%) differential. Incumbents in a provisional assignment for more than a year will be promoted to the higher classification if the incumbent meets the minimum qualifications of the higher classification and all required and applicable testing has been passed by the incumbent.

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-8 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.

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.

15.3 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.

15.4 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.

15.5 Firefighter Bill of Rights

The parties to the MOU recognize that all employees within the bargaining unit are subject to the protections and rights outlined in the Firefighter Bill of Rights, Government Code Section 3250 thru 3262.

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 5.0% of base salary for all hours worked. If the employee is in a long-term assignment, the employee shall receive 5.0% of base salary for all hours paid.

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.

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.

18.2 Employee Share

Employees shall be responsible to make their entire employee retirement contribution.

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 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.

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.

[Signatures on next page]

SIGNATURES

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

For the District:

For the Union:

Darren Johnson, Interim Fire Chief

Vince Wells, President

Gregory Ramirez, IEDA

John Bischoff, Bargaining Team Member

Anthony Stephens, Bargaining Team Member

**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 Engineers and Captains 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/REVOCAATION 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:

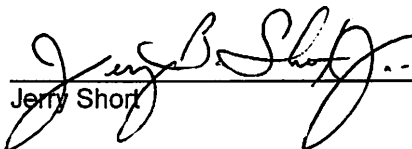
Rodeo-Hercules Fire Protection District:



 Chief Craig

Date: / D.Z. - 19 --

For Local 1230:



 Jerry Short

Date: / J. /...9

**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

XXOOOOXXOOOOXXOOOOXXOOOO

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:

- 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 one hundred forty-four (144) hours.
- C. Requests for CTO shall be in accordance with the RHFPD's VACATION GUIDELINES.
- D. CTO can only be taken 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. 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 _____ day of _____, 2022.

RODEO-HERCULES FIRE PROTECTION DISTRICT

ASSOCIATION

By _____

By _____

Date: _____

Date: _____

Minute Order

RODEO-HERCULES FIRE PROTECTION DISTRICT

Consistent with Rodeo Hercules Fire Protection District Policy 5.A.12,13. Administrative Personnel Safety – Management (Battalion Chief) and Administrative Personnel Non – Safety (Administrative Assistant, Administrative Services Officer) will receive benefits as listed under Safety Personnel’s MOU. Therefore, it was ordered by the District Board of Directors Regular Meeting on August 10, 2022, that effective July 1, 2022 following compensation modifications will be enforced:

July 1, 2022:

- The position of Administrative Assistant will receive a 5.0% salary increase.
- The position of Administrative Services Officer will receive a 5.0% salary increase.
- Vacation accrual anniversary dates and rates for non-Safety Personnel will match with vacation accruals for Safety Personnel as listed in the current MOU.

Attest:

Darren Johnson, Interim Fire Chief
Rodeo Hercules Fire Protection District
Dated: August 10, 2022