



AMERICAN CANYON FIRE PROTECTION DISTRICT BOARD MEETING

AGENDA

City Hall - Council Chambers
4381 Broadway, Ste. 201, American Canyon

July 23, 2024

6:30 PM

Chair: Leon Garcia
Vice Chair: David Oro
Board Members: Mariam Aboudamous, Mark Joseph, Pierre Washington

American Canyon promotes respectful and responsible behavior among meeting participants, whether they are present in person or remotely. Using offensive language or remarks that promote, foster, or perpetuate discrimination based on race, creed, color, age, religion, gender, marital status, status regarding public assistance, national origin, physical or mental disability or sexual orientation/gender identification, as well as any other category protected by federal, state or local laws will not be tolerated. In the case of an occurrence, the speaker will be immediately disconnected from the microphone.

American Canyon Fire District Board meetings will be conducted at City Hall, 4381 Broadway, Suite 201. This meeting is also available via Zoom Teleconferencing as a convenience for public participation. Should technical issues with Zoom occur, please select another viewing option, such as a live broadcast to residents on Napa Valley TV [here](#) and on YouTube [here](#).

PUBLIC PARTICIPATION

You may submit public comments for any Agenda Item, Non-Agenda Item or make general public comments by one of the following methods:

Written comments, Via eComments: Please submit written comments through the eComments link located on the Meetings & Agendas page of our website [here](#). Comments received before the 3:00 p.m. day-of-meeting cutoff time will be routed to all Board Members at that time. eComments will remain open throughout the meeting, and all comments received will be posted online and become part of the meeting record.

Oral comments, during the meeting: A Zoom Meeting has been established for public participation during the meeting related to a specific agenda item, or matters not on the agenda. To give your public comment via Zoom, connect via the Zoom link below and use the "raise your hand" tool or call into the zoom meeting at 1-669-900-6833. To avoid confusion, all hands raised outside of Public comment periods will be lowered.

Zoom Meeting Link: [Click here](#)

Meeting ID: 864 1431 7949 **Passcode:** 069125

The above-identified measures exceed all legal requirements for participation in public comment,

including those imposed by the Ralph M. Brown Act. For more information, please call the Office of the Fire Executive Assistant at (707) 551-0653 or email [here](#).

AGENDA MATERIALS: Board agenda materials are published 72 hours prior to the meeting and are available to the public via the City’s website at www.cityofamericancanyon.org.

AMERICANS WITH DISABILITIES ACT: The Board of Directors will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to Fire Executive Assistant at 911 Donaldson Way E., American Canyon, CA 94503 or by email [here](#). Include your name, address, phone number and brief description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

5:30 P.M. CLOSED SESSION

1. **Conference with Legal Counsel - Anticipated Litigation.
Pursuant to Government Code Section 54956.9 (d)(2).
One Matter**

PUBLIC ADDRESS-CLOSED SESSION ITEMS

The Chairman will call the meeting to order and conduct role call. The Board of Directors will immediately convene into Closed Session after hearing any public comment on items agendized for Closed Session consideration. At 6:30 p.m. the Board of Directors will reconvene into Open Session and then resume Closed Session at the end of the meeting to address outstanding items, if necessary.

6:30 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

2. **[Honoring Captain Jose Martin on his retirement from the District and 20 years of dedicated service.](#)**
3. **[Captain Max Etchieson 15 years of dedicated service.](#)**

PUBLIC COMMENT

This time is reserved for members of the public to address the American Canyon Fire Protection District Board on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the American Canyon Fire Protection District Board. It is recommended that speakers limit their comments to 3 minutes each and it is requested

that no comments be made during this period on items on the Agenda. Members of the public wishing to address the American Canyon Fire Protection District Board on items on the Agenda should comment via email prior to the start of the meeting. The American Canyon Fire Protection District Board is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the American Canyon Fire Protection Board does not respond to public comment at this time. Speakers are asked to please speak clearly, and provide their name. Any handouts for distribution to the American Canyon Fire Protection District Board must be emailed by 3:00 p.m. on meeting day.

AGENDA CHANGES

The Chair/Board of Directors may change the order of the Agenda or request discussion of a Consent Item. A member of Public may request discussions of a Consent Item by completing a Speaker's Card and presenting it to the Fire Executive Assistant prior to Public Comment.

CONSENT CALENDAR

4. **Report Upon Return from Closed Session of June 25, 2024 .**
5. **Minutes of the Fire District Meeting of June 25, 2024.**
6. **Firefighter/Paramedic Trainee Position Revised Job Description.**
Recommendation: Adopt Resolution No. 2024-21 approving the revised Job Description Policy Number 200.09 for the Firefighter/Paramedic Trainee position.
7. **Memorandum of Agreement.**
Recommendation: Adopt Resolution No. 2024-22 Approving the Successor Memorandum of Agreement Between the American Canyon Fire Protection District and American Canyon Firefighters IAFF Local 1186, Including Changes to Wages and Benefits.

PUBLIC HEARINGS

None

BUSINESS

None

FIRE CHIEF ORAL REPORT

CHAIR/BOARD COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

The Chair and Board of Directors may comment on matters of public concern and announce matters of public interest; no collective Board action will be taken.

ADJOURNMENT

CERTIFICATION

I, Geoff Belyea, District Fire Chief, do hereby declare that the foregoing Agenda of the American Canyon Fire District Board was posted in compliance with the Brown Act prior to the meeting date.

Geoff Belyea, Fire District Chief

AMERICAN CANYON FIRE PROTECTION DISTRICT PROCLAMATION



HONORING FIRE CAPTAIN JOSE MARTIN ON HIS RETIREMENT AFTER 20 YEARS OF DEDICATED SERVICE

- WHEREAS,** Jose Martin commenced his service as a Firefighter with the American Canyon Fire Protection District (District) on March 2004; and
- WHEREAS,** Captain Martin initially took charge of coordinating small gas engine projects, showcasing his versatility and hands-on approach; and,
- WHEREAS,** In 2007, Captain Martin was instrumental in developing the District's Urban Search and Rescue Team's curriculum and management of the program; and
- WHEREAS,** In 2008, Captain Martin's exceptional contributions were recognized when he was received the Firefighter of the Year award; and
- WHEREAS,** Captain Martin was promoted to Fire Captain on July 11, 2009, marking a significant milestone in his career, as he assumed the role of Apparatus Officer, playing a crucial role in procuring essential firefighting apparatus and ensuring the operational readiness of our fleet; and
- WHEREAS,** Captain Martin further demonstrated his dedication in 2010 by assuming the role of Rescue Specialist; and
- WHEREAS,** Captain Martin's involvement in various strike team assignments, including roles as Engine Boss, and Strike Team Leader, exemplifies his commitment; and
- WHEREAS,** Captain Martin's pursuit of excellence led to his certification as a Hazmat Technician in January 2013, followed by Hazmat Specialist certification later that year, underscoring his commitment to enhancing our District's capabilities in handling hazardous materials incidents; and
- WHEREAS,** Captain Martin's commitment extended beyond his District duties as he served as both Vice-President and President of the American Canyon Firefighters' Association, an essential ancillary committee; and

WHEREAS, Captain Martin’s ability to communicate in Spanish has been invaluable in assisting our Spanish-speaking community during emergencies; and

WHEREAS, Captain Martin highlights that his most rewarding endeavor has been personally working with every firefighter during their probationary period; and

WHEREAS, As we celebrate Captain Martin's retirement and twenty years of dedicated service, we express our sincere gratitude for his unwavering dedication, exceptional leadership, and steadfast commitment to ensuring the safety of our community.

NOW, THEREFORE, BE IT RESOLVED that I, Leon Garcia, Chairman of the Board of Directors of the American Canyon Fire Protection District hereby acknowledge and commend Fire Captain Jose Martin for his numerous contributions to the health, safety, comfort and quality of life to the citizens of American Canyon. We congratulate him on his retirement after twenty years of distinguished service on June 30, 2024.

Leon Garcia, Chair of the Board

July 23, 2024

AMERICAN CANYON FIRE PROTECTION DISTRICT PROCLAMATION



HONORING FIRE CAPTAIN MAX ETCHIESON FOR 15 YEARS OF DEDICATED SERVICE

- WHEREAS,** Captain Etchieson commenced his service as a Firefighter/EMT with the American Canyon Fire Protection District (District) on July 13, 2009; and
- WHEREAS,** Captain Etchieson has been an original member of the Advanced Life Support (ALS) program, showcasing his expertise as a Paramedic Preceptor, and played a pivotal role in the creation of the Temporarily Assigned Paramedic (T.A.P.) training program, which has greatly enhanced our training capabilities; and
- WHEREAS,** Captain Etchieson has overseen the requisition and maintenance of all ALS equipment and supplies, ensuring the operational readiness and reliability of critical equipment such as the Lucas Device and LP-15, thus enhancing our emergency response capabilities; and
- WHEREAS,** Captain Etchieson has served as the designated Infection Control Officer for the District since 2011, safeguarding the health and safety of our personnel and community; and
- WHEREAS,** Captain Etchieson has been the Continuous Quality Improvement (CQI) administrator, continuously striving to enhance the quality of our services and operations; and
- WHEREAS,** Captain Etchieson oversaw the Fire Hydrant Maintenance Program from 2009 to 2016; and
- WHEREAS,** Captain Etchieson has been overseeing the Toys for Tots program since 2012, bringing joy and hope to countless children and families in our community during the holiday season; and
- WHEREAS,** Captain Etchieson has been a valued member of the Safety Committee since approximately 2015, contributing to the safety and well-being of our personnel and operations; and
- WHEREAS,** Captain Etchieson has served as a USAR (Urban Search and Rescue) Specialist, demonstrating exceptional skill and dedication in emergency response and rescue operations; and

WHEREAS, Captain Etchieson has held leadership roles as the Association President and Senior Vice President of Local 1186; and

WHEREAS, Captain Etchieson was promoted to Captain in 2021, further exemplifying his dedication to the Fire District; and

WHEREAS, As we honor Captain Etchieson’ s fifteen years of steadfast dedication to the District and Community, we extend our heartfelt gratitude for his leadership, commitment, and unwavering efforts to ensure the safety and well-being of our community

NOW, THEREFORE, BE IT RESOLVED that I, Leon Garcia, Chairman of the Board of Directors of the American Canyon Fire Protection District hereby acknowledge and commend Fire Captain Max Etchieson for fifteen years of service and his numerous contributions to the health, safety, comfort and quality of life to the citizens of American Canyon.

Leon Garcia, Chair of the Board

July 23, 2024

William D. Ross
David P. Schwarz
Kypros G. Hostetter
Christina M. Belardo

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File No: 199/3

July 1, 2024

VIA E-MAIL

The Honorable Leon Garcia, Chair
and Members of the Board of Directors
American Canyon Fire Protection District
911 Donaldson Way E.
American Canyon, CA 94503

Re: Report Upon Return from Closed Session; Regular Meeting of the American Canyon Fire Protection District Board of Directors; June 25, 2024

Dear Chair Garcia and Members of the Board of Directors:

This communication sets forth reportable action, if any, of the Board of Directors (“Board”) of the American Canyon Fire Protection District (“District”), consistent with provisions of the Ralph M. Brown Opening Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the June 25, 2024 Regular Meeting, consistent with Government Code Section 54957.1.

After convening in Open Session at 5:03 p.m. and ascertaining if there were public comments on matters agendized for Closed Session consideration, there were none. Your Board adjourned to Closed Session at 5:04p.m. to address the matters agendized for Closed Session consideration.

There were two matters agendized for District Closed Session consideration, as they appear in the Agenda.

1. Matters Relating to Public Employment - Pursuant to Government Code Section 54957(b) Position: Fire Chief; and,
2. Labor Negotiations - Pursuant to Government Code Section 54957
Negotiator: District Representative Fire District Chief Geoff Belyea
Chief Labor Negotiator: Local 1186 Designee

With respect to the District Closed Session Agenda Item No. 1., there was no reportable action under the provisions of Government Code Section 54957(b).

With respect to District Closed Session Agenda Item No. 2., there was no reportable action under the provisions of Government Code Section 54957.

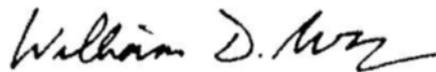
The Honorable Leon Garcia, Chair
and Members of the Fire District Board of Directors
July 1, 2024
Page 2

The Closed Session concluded at 6:28 p.m. In Open Session it was indicated that a written report upon return consistent with Government Code Section 54957.1, would be prepared.

This communication should be reviewed under the Consent portion of the Agenda of your next Regular or Special District Board Meeting.

Should you have questions concerning this Report, it may be taken off the Consent calendar when agendized in the future, or our office may be contacted in the interim.

Very truly yours,



William D. Ross
District Counsel

WDR:kt

cc: Geoff Belyea, District Chief
Martha Banuelos, Fire Executive Assistant/Office Administrator

American Canyon Fire Protection District
Board Meeting
ACTION MINUTES
June 25, 2024

6:30 P.M. OPEN SESSION

CALL TO ORDER

Chair Garcia called the Meeting to Order at 6:34 p.m.

PLEDGE OF ALLEGIANCE

Chair Garcia led the Pledge of Allegiance

ROLL CALL

Present: Board Members Mark Joseph, Pierre Washington, and Chair Leon Garcia

Excused Absence: Board Member Mariam Aboudamous and Vice-Chair David Oro

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

District Counsel, William D. Ross, provided an oral report on Closed Session. The Board convened in Open Session at 5:03 p.m. After ascertaining that there were no public comments on the matters agendized for Closed Session, the Board adjourned to Closed Session at 5:33 p.m. to address matters agendized for Closed Session, there were two matters that were agendized. A written report will be provided under Government Code Section 54957.1. Closed Session concluded at 6:28 p.m.

PROCLAMATIONS AND PRESENTATIONS

None

PUBLIC COMMENT

Chair Garcia called for public comments. Written comments: none. Oral Comments: Beth Marcus and Justine Hole. The public comment period was closed.

AGENDA CHANGES

None

CONSENT CALENDAR

Action: Motion to approve CONSENT CALENDAR made by Board Member Washington, seconded by Vice-Chair Oro, and CARRIED by roll call vote.

Ayes: Board Members Mark Joseph, Pierre Washington, Vice-Chair David Oro, and Chair Leon Garcia

Nays: None

Abstain: None

Excused: Board Member Mariam Aboudamous

3. [Report Upon Return from Closed Session of May 28, 2024.](#)

Action: Approved the Report Upon Return from Closed Session for May 28, 2024.

4. **Minutes of Fire District Board Meeting of May 28, 2024.**
Action: Approved the Minutes of the Fire District Board Meeting of May 28, 2024.
5. **Annual Appropriations limit for Fiscal Year 2024-2025.**
Action: Adopted a Resolution approving the Annual Appropriations Limit for the American Canyon Fire Protection District for Fiscal Year 2024-2025.
6. **Write Off of Uncollectible Fire Service Fees for the Fiscal Year 2023-2024.**
Action: Adopted Resolution 2024-15 authorizing the write off of uncollectible Fire Service Fees in the amount of \$386.58.
7. **First Responder Fee.**
Action: Adopted a Resolution approving the annual cost-of-living increase to the District First Responder Fee for Emergency Medical Services.
8. **Fire Mitigation Fees.**
Action: Adopted a Resolution increasing the 1986 Mitigation Fee for Fiscal Year 2024-2025 by the change in the Consumer Price Index for the year ended April 2024 by an increase of 3.8 percent.
9. **Fire Service Fee Special Tax.**
Action: Adopt a Resolution approving the annual cost-of-living increase to the District Fire Service Fee Special Tax consistent with District Ordinance 2013-01 and confirming the Fire Service Fee Assessment of \$850,489.10 for Fiscal Year 2024/2025.
10. **Total Tentative Agreement between American Canyon Fire Protection District and the American Canyon Firefighters IAFF Local 1186.**
Action: Adopted a Resolution approving the Total Tentative Agreement and authorize the Fire Chief to Execute and Sign a Memorandum of Agreement between the American Canyon Fire Protection District and American Canyon Firefighters IAFF Local 1186.

PUBLIC HEARINGS

11. Preliminary Budget for Fiscal year 2024-2025.

The Board of Directors received a staff report from Finance Consultant, Ken Campo. Chair Garcia opened the public hearing and called for public comments. Written comments: none. Oral Comments: none.

Action: Motion to approve the Preliminary Budget made by Board Member Washington, seconded by Board Member Joseph, and CARRIED by roll call vote.

Ayes: Board Members Mark Joseph, Pierre Washington, Vice-Chair David Oro, and Chair Leon Garcia

Nays: None

Abstain: None

Excused: Board Member Mariam Aboudamous

BUSINESS

None

FIRE CHIEF ORAL REPORT

This afternoon, while the crews were out training on our new boat, they received their first call for service. They successfully assisted a stranded jet skier back to the dock safely. Despite being in training, our crews remain ready and able to serve the community.

The crews recently participated in a strike team to help assist with the Arrow Fire in Calaveras County. It was a short deployment and the crews returned safely.

We want to extend our best wishes to Captain Martin, who is retiring after 20 years of dedicated service to the District. We wish him a happy and healthy retirement.

Our crews recently conducted fire extinguisher training for our business community. This initiative helps our teams get to know local businesses while providing essential safety training.

We remind the public that we are actively conducting weed abatement. Please cut weeds to prevent fires from starting and spreading to structures. Maintaining good housekeeping practices is crucial for fire prevention.

I recently had the opportunity to speak with a local Realtor group through the Chamber of Commerce. We discussed how they can help their clients make homes more fire-safe, extending the District's outreach to our real estate community.

Through my work with the Fire District Association on the Legislative Task Force. I am happy to report that the ballot initiative that was being put forward by the California Business Round Table was ruled unconstitutional by the California Supreme Court and will not be on the November ballot.

I am honored to have been elected to the Board of Directors of Napa Fire Wise. It is a great organization and I am happy to sit on the Board and represent American Canyon and South Napa County

CHAIR/BOARD COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

David Oro mentioned that he spoke to Captain Abalos as they were heading out for training today. Unfortunately, he will not be able to attend Captain Martin's retirement celebration but had the chance to discuss Captain Martin's time in American Canyon and his reflections on his career with the District. He expressed gratitude for his service.

Board Member Pierre Washington spoke with Fran Lemos about the distinction between a Fire Protection District and a Special District. He requested the Chief explain the difference. The Chief explained that a Special District is formed for a specific purpose, such as fire

protection. A Fire Protection District, like ours, is established to provide that specific service, governed by the Fire Protection District Law of 1987.

Board Member Mark Joseph suggested scheduling an annual retreat for the District to discuss our future direction, plans, and options. Board Member seconded this. The Chief proposed the possibility of scheduling a retreat in the Spring of 2025.

ADJOURNMENT

Meeting was adjourned at 7:25 p.m.

CERTIFICATION

Geoff Belyea,
District Fire Chief/District Clerk



TITLE

Firefighter/Paramedic Trainee Position Revised Job Description.

RECOMMENDATION

Adopt Resolution No. 2024-21 approving the revised Job Description Policy Number 200.09 for the Firefighter/Paramedic Trainee position.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

On June 27, 2023, the Board of Directors approved the Job Description Policy Number 200.09 for the newly established Firefighter Paramedic Trainee position.

The Firefighter Trainee position is an apprentice-level, non-sworn position in the Fire District. Successful candidates must satisfactorily pass all the requirements of the Academy before becoming candidates for the sworn position of Fire Fighter. This requires the ability to learn general principles and practices of accepted fire suppression and prevention operations, as well as the ability to perform basic and advanced life support procedures in a timely and effective manner.

Candidates for this position must possess a valid State of California Emergency Medical Technician-Paramedic (EMT-P) license, a valid California Driver's license, and a High School diploma or GED. They must also meet the physical requirements necessary to perform assigned duties in a safe and effective manner for self and others.

Updates have been added to the job description. These updates pertain specifically to the Education, License and Certification requirements.

Updates

The following changes have been added to the Education, Licenses and Certifications section of the Firefighter/Paramedic Trainee Job Description Policy #200.09:

Mandatory Prerequisites:

- A current and passing written score issued by the Firefighter Candidate Testing Center (FCTC).
- A current and valid Candidate Physical Ability Test (CPAT) certificate.
- Certification in Pediatric Advanced Life Support (PALS) or Pediatric Education for Prehospital Trauma Life Support (PHTLS), Basic Trauma Life Support (BTLS), or International Trauma Life Support (ITLS) by date of appointment.

Fire Academy Selection:

Subject to the availability of the Fire Academy, the District reserves the right to select the appropriate academy for the candidate. Should the Fire Academy be offered exclusively at a Junior College, candidates are required to complete the following advanced courses:

- Fire 71: Fire Protection Organization
- EMC 100: Emergency First Responder (or possession of a current EMT Card)
- Fire 208: Introduction to the Firefighter Academy

FISCAL IMPACT

There is no fiscal impact to the District resulting from these updates.

BOARD PRIORITY PROGRAMS AND PROJECTS

Public Safety: "Ensure American Canyon remains a safe community"

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

1. [Resolution 2024-21 Firefighter Paramedic Trainee](#)
2. [200.09 Firefighter_Paramedic-Trainee - Job Description](#)

RESOLUTION 2024-21

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT
UPDATING THE JOB DESCRIPTION FOR THE FIREFIGHTER/PARAMEDIC TRAINEE POSITION**

WHEREAS the Board of Directors of the American Canyon Fire Protection District is responsible for establishing policies that govern the recruitment and hiring practices of firefighting personnel; and

WHEREAS, a review of the Firefighter/Paramedic Trainee Job Description Policy #200.09 has been conducted to ensure alignment with current industry standards and operational needs; and

WHEREAS, updates to the Licenses and Certifications and Education sections of Policy #200.09 have been updated to include requirements for a current and passing written score issued by the Firefighter Candidate Testing Center (FCTC), a current and valid Candidate Physical Ability Test (CPAT) certificate, certification in Pediatric Advanced Life Support (PALS) or equivalent trauma life support certification; and

WHEREAS, subject to the availability of the Fire Academy, the District reserves the right to select the appropriate academy for the candidate, and if the Fire Academy is available exclusively at a Junior College, candidates are required to complete the prerequisite advanced courses; which may include: Fire 71: Fire Protection Organization, EMC 100: Emergency First Responder (or possession of a current EMT Card), and Fire 208: Introduction to the Firefighter Academy; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the American Canyon Fire Protection District hereby approves the updated Firefighter/Paramedic Trainee Job Description Policy #200.09 as presented, effective immediately;

PASSED, APPROVED AND ADOPTED this 23rd day of July, 2024, by the following vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

**Leon Garcia
Chairman, Board of Directors**

ATTEST:

APPROVED AS TO FORM:

**Geoff Belyea
Fire Chief/District Clerk**

**William D. Ross
District Counsel
American Canyon Fire Protection District**

FIREFIGHTER/PARAMEDIC-TRAINEE**Definition:**

This is an entry-level classification and differs from the Firefighter/ Paramedic position in that the Firefighter/Paramedic Trainee is assigned to a Firefighter Training Academy (meets or exceeds the standards for certification by the State Board of Fire Services and the Office of State Fire Marshal) designed to provide an overview of the basic level of training to function in a line position as a Firefighter/Paramedic. Training may include firefighting techniques and procedures, emergency medical training and rescue and hazardous materials training.

Class Characteristics:

This position is considered a temporary, non-sworn, unrepresented, at-will position in the Fire District. Incumbents are assigned to the Fire Academy and must satisfactorily pass all the requirements of the Firefighter Training Academy before becoming candidates for the sworn position of Fire Fighter/ Paramedic. Assignment to this classification is temporary. Incumbents that do not successfully complete the Firefighter Training Academy within the time established for completion will be terminated.

Examples of Duties:

Duties may include, but are not limited to, the following:

- Participate in and successfully complete and graduate from a comprehensive training program at an approved Firefighter Training Academy for a specified period of time.
- Successfully perform all related learning and testing activities.
- Perform related work while awaiting assignment to the Firefighter Training Academy.
- Perform related duties as assigned.
- Attend all academy courses and training in accordance with the academy schedule which may include varied days and/or hours

SUPERVISION RECEIVED AND EXERCISED:

- Under general direction of the Fire Officer and/or Fire Academy supervisor, and in a non-sworn/non-suppression capacity, attend and participate in a Firefighter I academy/training program (meets or exceeds the standards for certification by the State Board of Fire Services and the Office of the State Fire Marshal). The Trainee is responsible to learn, train, and successfully perform all related learning and testing activities relative to the technical knowledge, skills and physical capabilities required to perform in the capacity of a State of California certified Firefighter I.

Typical Qualifications**Knowledge of:**

- Standard and accepted State of CA or NREMT emergency medical services EMT-P procedures and treatment approaches.
- Basic operation and mechanics of emergency medical response equipment.
- Standard and accepted safety and health principles and practices relevant to rescue and emergency medical response.
- Pertinent state and local laws, regulations, and codes applicable to emergency medical response and rescue including the state's Health and Safety Code related to emergency medical services.

Ability To

- Learn general principles and practices of accepted fire suppression and prevention operations which may include firefighting, radio communications, incident command system, hazardous material handling, and water systems.
- Learn the standard operation and uses of fire suppression equipment, apparatus, and vehicle operation and maintenance.
- Understand and carry out a variety of oral and written instructions in a timely and effective manner.
- Understand and act in accordance with departmental policies, rules, and regulations as well as instructional materials related to firefighting and emergency treatment responses.
- Perform basic and advanced life support procedures in a timely and effective manner.
- Analyze situations, identify problems, and apply sound decision-making processes in the application of emergency response activities.
- Communicate effectively in both oral and written forms.
- Meet the physical requirements necessary to perform assigned duties in a safe and effective manner for self and others.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.
- Willing to attend meetings and training classes; maintain Continuing Education requirements; ability to work a 48-hour shift, overtime, weekends on call and on holidays, under adverse or hazardous conditions; work in any station in the Fire District on short notice; perform repetitive work to completion; conform to all rules and regulations of the Fire District and paramedic policies and procedures; and maintain a high level of interest in continued self-development and education.

AMERICAN CANYON FIRE PROTECTION DISTRICT

JOB DESCRIPTION

200.09
REVISED: July 23, 2024

Experience And Education

Any combination of experience and education that would likely provide the required knowledge and abilities necessary for satisfactory job performance as a Firefighter/Paramedic-Trainee. A typical way to obtain the knowledge and abilities would be:

Experience

- Possess at the time of application, and maintain, a valid State of California Emergency Medical Technician-Paramedic (EMT-P) license.
- Be at least 18 years old.
- Possess and maintain a valid California Driver's license and safe driving record necessary to operate assigned vehicles.

Education

- Possession of a High School diploma or GED. Some college level fire science course work and/or previous experience as a Volunteer or Paid Firefighter is desirable.

Fire Academy Selection:

Subject to the availability of the Fire Academy, the District reserves the right to select the appropriate academy for the candidate. Should the Fire Academy be offered exclusively at a Junior College, candidates are required to complete the following advanced courses:

- Fire 71: Fire Protection Organization
- EMC 100: Emergency First Responder (or possession of a current EMT Card)
- Fire 208: Introduction to the Firefighter Academy

Licenses And Certificates

- A current and passing written score issued by the Firefighter Candidate Testing Center (FCTC).
- A current and valid candidate Physical Ability Test (CPAT) certificate.
- Possession of or ability to obtain and maintain a valid appropriate California Driver's License and Firefighter Endorsement if appropriate.
- Possession of and ability to maintain current National Registry certification in the following EMT-P, or the ability to obtain and maintain certification as a Paramedic with the State of California within sixty days of appointment to this job classification.
- For out-of-state candidates: Must possess a valid National Registry certification at time of application. Must have applied for a State of California Paramedic license by time of application and must possess a valid State of California Paramedic License by time of appointment.
- Possession of and ability to maintain certification in Cardiopulmonary Resuscitation (CPR) for the BLS provider.

AMERICAN CANYON FIRE PROTECTION DISTRICT

JOB DESCRIPTION

200.09

REVISED: July 23, 2024

- Certification in Pediatric Advanced Life Support (PALS) or Pediatric Education for Prehospital Trauma Life Support (PHTLS) or Basic Trauma Life Support (BTLS) or International Trauma Life Support (ITLS) by date of appointment.
- Adhere to established safety and health principles and practices relevant to rescue and emergency medical response.
- Pertinent state and local laws, regulations, and codes applicable to emergency medical response and rescue including the state's Health and Safety Code related to emergency medical services.

ADA Special Requirements:

Essential Duties require the following physical abilities and work environment: Ability to sit, stand, walk, run, kneel, crouch, squat, stoop, reach, crawl, twist, climb, drive, and lift 150 lbs; exposure to cold, heat, extreme noise, outdoors, confining work space, electrical hazards, vibration, chemicals and dust, toxic waste, mechanical hazards, explosive materials; availability for shift work, on-call and stand-by call.



TITLE

Memorandum of Agreement.

RECOMMENDATION

Adopt Resolution No. 2024-22 Approving the Successor Memorandum of Agreement Between the American Canyon Fire Protection District and American Canyon Firefighters IAFF Local 1186, Including Changes to Wages and Benefits.

CONTACT

Geoff Belyea, Fire Chief

BACKGROUND & ANALYSIS

For the past few months, the American Canyon Fire Protection District ("District") and American Canyon Firefighters IAFF Local 1186 representatives have been collaboratively involved in negotiating a successor to the Labor Agreement that expired on June 30, 2024.

At the Board Meeting on June 25, 2024, the Board of Directors approved Resolution 2024-19 adopting the Total Tentative Agreement and Authorized the Fire Chief to execute and sign a Memorandum of Agreement between American Canyon Fire Protection District and American Canyon Firefighters IAFF Local 1186. The District has been advised by the Local 1186's union representatives that the union membership has voted unanimously to endorse the approved changes.

In addition to wages and benefit changes, language for the following items was updated:

- Article 1: Recognition
- Article 2: Hiring of Employees
- Article 5: Seniority
- Article 6: Hours worked
- Article 8: Staffing
- Article 9: Paramedic Program
- Article 12: Sick Leave/Family Sick Leave
- Article 15: Overtime

- Article 16: Out of Class
- Article 17: Health and Welfare
- Article 18: Educational Incentive
- Article 20: Bilingual Pay
- Article 23: Wages

Detailed Changes

Article 1: Recognition

- Language revised to include all full-time probationary or non-probationary employees, excluding Firefighter Trainees. Language regarding collection of fees, dues, and assessments removed.

Article 2: Hiring of Employees

- (b) Language updated to include: Employees of the District shall not be excluded from consideration in the selection of Fire Chief, Assistant Chief, Battalion Chief, or other unrepresented higher classification.
- (d) Employees normally begin at Step One; however, the District has the discretion to approve an entrance salary at a higher step than Step One.

Article 5: Seniority

- Language added to include that the District will use the hiring process scores to determine the seniority of newly hired firefighters when multiple firefighters are hired simultaneously.

Article 6: Hours Worked (d)

- Language removed when a shift falls on December 24th and 25th.

Article 8: Staffing

- (c-1) Language added Multiple qualifications may be accounted for by a single unit employee, however, specific to the annual shift bid for staffing, the Captain Paramedic should not fill the role of the regularly scheduled paramedic assignment minimum.

In the event that minimum paramedic staffing is impacted by a member out on sick leave, workers comp leave, parental leave, FMLA protected leave, or other leave that is outside of the District's control (i.e., subject to approval by the District) Captain Paramedics shall count for minimum paramedic staffing.

- (c-2e) Language updated from Captain to Battalion Chief.
- (c-2f) Shift Bid assignments will be allowed to bid in the rank of Captain by seniority followed by firefighters by seniority. Captains will bid on July 1 and post their bid results by July 15. Firefighters will start their bids on August 1 and post their bid results by August 15.

Article 9: Paramedic Program

- Language updated for withdrawal requests from the program: When there are adequate non-probationary Paramedics on staff to maintain a minimum number of nine (9).

Article 12: Sick Leave/Family Sick Leave (a)

- Language updated to include the District Standard Operating Guidelines, the Family Medical Leave Act (FMLA), or California Family Rights Act.

Article 15: Overtime

- (a) Language added: Overtime paid shall be adjusted to a forty (40) or fifty-six and three-tenths

(56.3) hours per week basis, depending on the job filled.

- Language removed: An employee shall not be allowed to work an overtime position that they created due to vacation use unless the overtime list has been exhausted. Employees passed over for overtime while on vacation shall retain their place on the overtime list.
- (i) Language added: Early relief (two hours or less) may occur pursuant to employee agreement.

Article 16: Out of Class

- Language removed regarding Captain required to work as Acting Chief.

Article 17: Health and Welfare

- District contributions toward the modified premium cost have been established for FY 2024, 2025, 2026, and 2027.

Article 18: Educational Incentive

- (b) Language updated: Employees are eligible to receive up to a total of 12.5% from 10%.
- Increase of Education/Certification Percentage: AA increased from 1.5% to 2%. Bachelor of Science or Arts Degree from 3% to 4%. All degrees are eligible for the incentive. California State Training (CSFT) Fire Company Officer or CSFT equivalent Certificate and Department Task Book increased to 2%. California State Fire Training (CSFT) Chief Fire Officer or CSFT equivalent Certificate and provided task book increased to 2%.
- (e) District agrees to reimburse eligible employees for tuition, books, and materials: Must be pre-approved by the Training Officer and the curriculum must be accredited and approved by the Training Officer. Reimbursement is subject to employees passing the course with a grade of C or better or Pass for Pass/Fail coursework. The employee taking the course agrees to remain with the District for at least six months after completion of the last course for which tuition costs are paid. If the employee leaves voluntarily or is terminated for cause during the six months following completion, the employee shall reimburse the District for any non-refundable costs incurred by the District for tuition, books, and materials.
- (f) A new section has been added to define an annual fiscal year limit of \$750 for each Local 1186 represented employee that can be used towards tuition, books, and materials associated with approved training coursework. This new language was requested by the Fire Chief to assist Fire Administration in budget preparation and reimbursement equity during the fiscal year.

Article 20: Bilingual Pay

- Increased from \$50 to \$70 per month.

Article 23: Wages

Cost of Living Increase (COLA):

- 4% COLA increase effective the first full pay period in July 2024
- 4% COLA increase effective the first full pay period in July 2025
- 4% COLA increase effective the first full pay period in July 2026

Members shall receive longevity pay in the following increments:

ELIGIBILITY	ANNUAL	MONTHLY	BI-WEEKLY
After completion of 5 years	\$1,200	\$100	\$46.15
After completion of 10 years	\$1,800	\$150	\$69.23

After completion of 15 years	\$2,400	\$200	\$92.31
After completion of 20 years	\$3,000	\$250	\$115.38
After completion of 25 years	\$3,600	\$300	\$138.46

The term of the agreement is effective the first full pay period in July 2024 through June 30, 2027.

The Memorandum of Agreement (MOA) between the District and Local 1186 will be revised with the changes approved by the adoption of Resolution 2024-22.

FISCAL IMPACT

The changes outlined in the Memorandum of Agreement are within the approved FY2024-2025 budget.

BOARD PRIORITY PROGRAMS AND PROJECTS

Public Safety: "Ensure American Canyon remains a safe community"

ENVIRONMENTAL REVIEW

None

ATTACHMENTS:

- 1. [Resolution 2024-22 District_L1186 MOA](#)
- 2. [Memorandum of Agreement Final](#)

RESOLUTION 2024-22

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE AMERICAN CANYON FIRE PROTECTION DISTRICT APPROVING THE SUCCESSOR MEMORANDUM OF AGREEMENT BETWEEN THE AMERICAN CANYON FIRE PROTECTION DISTRICT AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1186, INCLUDING CHANGES TO WAGES AND BENEFITS

WHEREAS; the American Canyon Fire Protection District ("District") and American Canyon Firefighters IAFF Local 1186 ("Local 1186") have collaboratively negotiated a successor to the Labor Agreement that expired on June 30, 2024; and

WHEREAS, the District and Local 1186 have agreed upon changes to the Labor Agreement, including updates to wages, benefits, and specific articles; and

WHEREAS, the proposed changes are within the approved FY 2024-25 budget;

WHEREAS, the Board of Directors authorized the Fire Chief to sign the successor Memorandum of Agreement on behalf of the District at the Board Meeting on June 25, 2024, per Resolution 2024-19;

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the American Canyon Fire Protection District authorizes the Fire Chief to adopt the modifications to the Agreement between the American Canyon Fire Protection District and the International Association of Firefighters, Local 1186, with the date of the Agreement being from July 1, 2024 through June 30, 2027, and a true and correct copy of the Agreement is hereto attached as Exhibit A.

APPROVED AND ADOPTED at the American Canyon Fire Protection District Board of Directors Meeting held on the 23rd day of July, 2024 by the following vote:

AYES:

NOES:

EXCUSED ABSENCE:

ABSTAIN:

Leon Garcia
Chairman, Board of Directors

ATTEST:

APPROVED AS TO FORM:

Geoff Belyea
District Chief/District Clerk

William D. Ross
District Counsel
American Canyon Fire Protection
District

MEMORANDUM OF AGREEMENT

**American Canyon Fire
Protection District**

and

**International Association of Fire Fighters,
AFL-CIO, Fire Fighters Local 1186**



July 1, 2024 through June 30, 2027

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AGREEMENT BETWEEN THE AMERICAN CANYON FIRE PROTECTION DISTRICT AND INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1186

THIS AGREEMENT is between the AMERICAN CANYON FIRE PROTECTION DISTRICT (hereinafter referred to as "District") and FIRE FIGHTERS LOCAL 1186, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO (hereinafter referred to as "Union") and is made pursuant to the provisions of California Government Code Sections 3500 through 3511 in effect as of the date of this Agreement.

ARTICLE 1. RECOGNITION

The District recognizes the Union as the sole and exclusive representative for regular full-time probationary or non-probationary employees in the classifications of Firefighter and Captain, excluding Firefighter Trainees, employed by the District.

ARTICLE 2. HIRING OF EMPLOYEES

(a) The District will maintain a current eligibility list for the classification of Firefighter, and Fire Captain throughout the term of this Agreement. Eligibility lists for Firefighter shall expire after two (2) years, however, they may be extended by one (1) year, at the discretion of the Fire Chief. Eligibility lists for Fire Captain shall expire after one (1) year, however, they may be extended by one year by mutual agreement of the parties.

(b) Whenever a newly created, vacant or promotional represented position in the District that is higher than firefighter is to be filled, District employees with the necessary training and qualifications shall first be given the opportunity to fill the position. The specifications for advancement shall be as required by the Board of Directors. Employees of the District shall not be excluded from consideration in the selection of Fire Chief, Assistant Fire Chief, Battalion Chief, or other unrepresented higher classifications.

(c) New applicants must meet American Canyon Fire Protection District Job Description 200.05 dated June 2009 hereby incorporated by reference and included as Appendix A.

(d) New employees would normally begin in a classification at Step One, however, when circumstances warrant, the District may at its discretion, approve an entrance salary for a lateral applicant at a step higher than Step One based on their immediate service in a fire service agency, and place the incumbent at a personal leave accrual tier (14. Personal Leave) commensurate with their immediate years of fire safety service.

(e) Management will inform Union leadership when exercising paragraph 2(d).

ARTICLE 3. PROBATION

All new employees shall serve a probationary period of eighteen months and shall have no seniority rights during this period but shall be subject to all other provisions of this

Agreement (with the exception of Article 18; potential permanent employees shall complete the 18-month probation and become permanent status in order to be eligible for education incentives). The first twelve months of a new Firefighter's employment will focus on basic firefighter skills and the remaining six months will focus on engineer skills. Each employee who has worked eighteen months and a minimum of 150 24-hour shifts shall become permanent and the probationary period shall be considered part of his/her seniority time. A new employee on a probationary status has no right to proceed to grievance in the event of their discharge. The District will not extend any new employee probationary period.

All employees promoted to a higher classification shall serve a probationary period of one year in the higher classification. During the probationary period, an employee may be rejected at any time. An employee rejected during the probationary period from a position to which they have been promoted shall be reinstated to the position from which they were promoted unless charges are filed and they are dismissed in accordance with the District's rules and regulations. If the District has not rejected the promotional candidate at the end of one-year probationary period and the probationer has worked at least 100 24-hour shifts, the position will become permanent. The District will not extend any promotional probationary period.

ARTICLE 4. DISCRIMINATION

The District will not interfere with the right of its employees to become members of the union. Neither the District nor any of its agents will exercise discrimination, interference, restraint or coercion against any member of the Union because of Union membership. Nor shall the District discriminate against any Union member for lawful Union activity. Neither the Union nor the District employees shall discriminate against another employee not affiliated with the Union.

There shall be no discrimination on the part of either the Union or the District because of race, color, national origin, sexual orientation, age, sex, political or religious belief of any employee.

Neither the Union nor any of its local members employed by the District, nor any of its agents will exercise discrimination, interference, restraint or coercion against any employee of the District or member of the Board of Directors of the District for lawful activity.

ARTICLE 5. SENIORITY

Seniority shall be followed as to layoffs and recall in order that the least senior employee will be the first employee so laid off and the most senior employee laid off shall be the first employee recalled to work.

Seniority shall be followed in the selection of vacations.

In the event the District determines to reduce the number of District personnel, the authorized representative of the District shall negotiate with the authorized representative

of the Union as to the impacts of any layoffs to the extent required by law. The District shall notify the employee or employees in writing at least 30 days in advance of such reduction in force, stating the reasons for the layoff and whether it is temporary or permanent. Any dispute arising under the provisions of this Article shall be subject to the grievance procedure of this agreement.

The District will use the hiring process scores to determine the seniority of newly hired Firefighters when multiple Firefighters are hired at the same time.

ARTICLE 6. HOURS WORKED

(a) Employees who, by nature of their work, are required to work twenty-four (24) hour shifts, shall be required to work a schedule of not more than fifty-six (56) hours average work week. This schedule shall consist of forty-eight hours on and ninety-six hours off.

(b) Employees shall be in attendance at their scheduled work in accordance with the provisions contained in this Agreement regarding hours of work, holidays, and leaves and according to the rules and regulations established by the District.

(c) Pursuant to Section 7(k) of the Fair Labor Standards Act, the District agrees to compensate all employees for hours worked above fifty-three hours per week at the normal overtime rate of pay (time and one-half) regardless of whether employees are on any type of paid leave.

(d) Employees who attend work related classes, that require attendance Monday through Friday may have their work schedule temporarily changed to a forty-hour week. When such occurs, the employee's forty-hour work week will commence at 0800 on Sunday and continue through the seven days of the week until 0800 the following Sunday. During this period of time, the employee will not be required to work his/her shift and will attend classes Monday through Friday from 8:00am to 5:00pm.

ARTICLE 7. WORK SCHEDULE

The District shall maintain a work schedule specifying the days off of each employee, and the Fire Chief shall keep such schedule up to date. When it is necessary to reassign staff (floater positions) a minimum of five working days will be given to the individual in writing of his/her new shift assignment.

ARTICLE 8. STAFFING

(a) The District shall employ six Captains in a mix of permanent and probationary statuses.

(b) Minimum daily staffing will be six (6) unit employees per shift including two (2) Captains or Acting Captains and four (4) Firefighters. The Fire Captain on duty shall

determine staffing on first responder units subject to written District direction and/or direction of the Fire Chief or Assistant Fire Chief.

(c) Staffing of apparatus shall consist of one (1) Captain or one (1) Acting Captain, one (1) qualified driver operator and one (1) licensed paramedic.

1.) Multiple qualifications may be accounted for by a single unit employee, however, specific to the annual shift bid for staffing, the Captain Paramedic should not fill the role of the regularly scheduled paramedic assignment minimum.

In the event that minimum paramedic staffing is impacted by a member out on sick leave, workers comp leave, parental leave, FMLA protected leave, or other leave that is outside of the District's control (i.e., subject to approval by the District) Captain Paramedics shall count for minimum paramedic staffing.

2.) The minimum number of unit employees staffing apparatus shall be three (3).

(d) When the District has two (2) units staffed, as set forth above, additional apparatus may be staffed with alternate patterns.

(e) The staffing of additional units shall be at the discretion of the on-duty Battalion Chief(s) or at the direction of a Chief Officer.

(f) Unit members will be allowed to "bid" for shift assignments on the basis of seniority in rank with Captains (by seniority) bidding first, followed by Firefighters (by seniority).

Captains will start their bids for the next assignment period on July 1st of each year and post their bid results by July 15th of each year.

Firefighters will start their bids for the next assignment period on August 1st of each year and post their bid results by August 15th of each year.

(g) During any time at which the Fire Chief deems a shift assignment detrimental to the betterment of the department, he or she may change an assignment to benefit the department. Rotation of personnel will be done in a manner not to create overtime. Changing of personnel after rotation has occurred will not be subject to the grievance procedure.

ARTICLE 9 PARAMEDIC PROGRAM

The District will maintain a Paramedic Program, provided:

- 1) A minimum of nine (9) Licensed & Accredited Paramedics on staff commit to the program;
- 2) A cost recovery program is in place to provide program funding.

Employees who are in the Firefighter or Captain classification may be considered for participation in the Districts First Responder Paramedic Program (Paramedic Program).

The number of employees eligible for the Paramedic Program shall be at the sole discretion of the District. Each shift will be assigned no less than two (2) licensed and accredited participating Paramedic Program qualified members.

The District shall pay the cost of required training, and certification to include ACLS, PALS and ITLS for employees participating in the Paramedic Program. Participants are responsible for providing the District with all necessary documentation to verify licensing, accreditation and continuing education requirements are being met.

Failure to provide documentation of certification and accreditation from the Napa County EMS Agency prior to license expiration will result in an immediate suspension from paramedic duties and pay differential, until such time as documentation can be submitted to the District. Employees accepted into the program shall commit to maintaining their license and accreditation status to maintain a minimum number at nine (9). An employee may withdraw from the program on the basis of District seniority, provided there is a replacement Paramedic on staff. Requests to withdraw voluntarily shall be in the form of a written request to the Fire Chief, and shall be filed with the Fire Chief at least ninety (90) calendar days before the requested date of withdrawal from the Program. The ninety (90) calendar days requirement may be waived at the discretion of the Fire Chief. When adequate Licensed Paramedic staffing is available and a request has been received, all members of the program will be given notice that a request to withdraw has been received, in the event that there is a more senior Paramedic wishing to withdraw at that time.

Requests to withdraw from the program will be granted:

- 1) when there are adequate non-probationary Paramedics on staff to maintain a minimum number of nine (9) and,
- 2) when the person requesting to withdraw is the most senior member requesting to withdraw.

The District shall compensate an employee participating in the Paramedic Program and assigned as a Paramedic a Paramedic Program Incentive of ten percent (10%) calculated on the participating employee's base salary, not to exceed the percentage as applied to the top step of the Firefighter classification.

ARTICLE 10. GRIEVANCE PROCEDURES

10.1 Definitions

- "Grievance" shall mean any dispute which arises out of the application, interpretation, or enforcement of this Agreement or the District's Rules and Regulations, including the discharge of permanent employees including employees serving a probationary period following promotion.
- "Grievant" shall mean any employee covered by the Agreement or the Union.
- "Days" shall mean calendar days.

10.2 Time Limits

Any time limit specified herein may be waived or extended by written mutual agreement of the District and the Union.

10.3 Informal Discussion

Employees are encouraged to discuss the dispute with a shift supervisor or command officer in an effort to resolve the dispute prior to initiating a formal grievance. Failure to conduct such informal discussion shall not preclude an employee or the Union from initiating a formal grievance.

10.4 Step 1

A Grievant may initiate a grievance, with or without Union representation, within ten (10) days of the occurrence or the Grievant knowledge of the occurrence giving rise to the grievance by submitting a written description of the events giving rise to the grievance to the Fire Chief or designee with a copy to the Union representative. The written grievance shall specify the cause(s) of the grievance and the proposed remedies.

The Fire Chief or designee shall, within ten (10) days of submission, respond in writing to the grievance with a copy to the Union representative.

10.5 Step 2

If the matter is not resolved to the satisfaction of the Grievant, the Union may request, within the (10) days of receipt of the Step 1 response, that a grievance committee be formed to review the grievance by submitting a written request to the Board of Directors or their designee.

The grievance committee shall consist of two (2) members appointed by the District and two (2) members appointed by the Union. The grievance committee shall meet within ten (10) days of the referral of the grievance to the grievance committee and shall investigate the grievance, interview witnesses, including the Grievant and employer representative involved in the grievance, collect relevant written records, and carry out such other investigation as may be required by the specific grievance.

The grievance committee may, by majority vote, require additional meetings or other investigation, adopt findings, and/or issue a determination as to the outcome of the grievance, including specific remedies. A majority determination of the outcome of the grievance and remedies shall be binding upon the parties.

If a majority of the committee cannot agree on such determination and/or remedies, the committee shall, within five (5) days notify the parties of its inability to reach a majority decision.

10.6 Step 3

If the grievance has not been resolved by a majority decision of the grievance committee, the Union may, within twenty (20) days of the date of the notification of the grievance committee, demand that the matter be set for Arbitration. Such demand shall be in writing to the Board of Directors. If the parties are unable to agree upon an Arbitrator, a written request will be submitted by the parties to the State Conciliation and Mediation Service requesting a list of seven (7) Arbitrators with experience conducting public sector Arbitrations in northern California. "Upon receipt of the list, the parties shall alternately strike names and the last name remaining shall be the Arbitrator to hear the grievance. Order of striking will be determined by a coin flip.

The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall not add to, subtract from, change or modify any provision of this Agreement.

The fees and expenses of the Arbitrator and Reporter shall be shared equally by the Union and the District. Expenses and/or fees, including fees paid to investigators, experts and/or consultants, if any, incurred by the parties to the grievance shall be borne by the parties by whom they were retained or selected.

ARTICLE 11. SAFETY GEAR AND EQUIPMENT

The District shall supply all safety gear and equipment as required by CAL-OSHA and recommended by NFPA fire equipment safety standards.

The District will supply ANSI approved station, turnout and wildland boots. The Project Manager for each subject will make recommendations to the District for the boot standard that meets the NFPA 1977 or current standard on protective clothing and equipment for structure or wildland fire fighting safety footwear.

The standard will establish a baseline price exposure for the District. The cost difference of any approved boot costing more than the established standard shall be paid for by the member.

Boots must be worn out prior to obtaining approval for replacement.

ARTICLE 12. SICK LEAVE/FAMILY SICK LEAVE

(a) Sick leave shall be defined as leave taken for any non-job-related illness or non-job injury that incapacitates any employee from performing his/her duties; or leave taken to care for an eligible family member pursuant to District Standard Operating Guidelines, the Family Medical Leave Act ("FMLA"), or California Family Rights Act ("CFRA"), with such leave not to exceed an amount more than the minimum established by law. Personnel reporting for duty and later reporting off-duty due to illness or non-job-related injury are to be charged to sick leave to the nearest quarter hour.

(b) The accrual of sick leave credits shall be recorded by the District. Twenty-four (24) hour shift employees shall accrue sick leave at the rate of seven/twelfths (7/12) of one twenty-four (24) hour shift per month up to a maximum of one hundred sixty-eight (168) hours in any one (1) calendar year. Eight-hour shift employees shall accrue sick leave at the rate of eight (8) hours per month up to a maximum of ninety-six (96) hours in any calendar year.

(c) Sick leave with pay shall be totally cumulative.

(d) All District personnel who work on a twenty-four (24) hour shift basis shall have sick leave deducted by hours. For absences from a scheduled on-duty twenty-four (24) hour shift, twenty-four (24) hours sick leave shall be deducted for each twenty-four (24) hour shift missed. When such employees take sick leave for less than a twenty-four (24) hour shift, sick leave shall be charged to the quarter hour. An employee who works on an eight (8) hour shift shall have eight hours sick leave deducted for each eight (8) hour shift missed. When such employees take sick leave for less than an eight (8) hour shift, sick leave shall be charged to the nearest quarter hour.

(e) In the event of a longer term non-work related illness or injury, and if all accrued sick leave is exhausted, accrued personal leave may be used as defined in Article 14.c to extend the period of sick leave up to the maximum leave credited for the particular employee, with such extended sick leave pay being deducted from the employee's personal leave bank.

(f) Sick leave will not be approved where the illness or injury is directly traceable to employment other than employment by the District where the employee is receiving Worker's Compensation from the other employment.

(g) In order for an employee to qualify for sick leave payments, an employee must report his illness or injury to the District office not later than one (1) hour before their normal starting time of the first day of absence, unless circumstances surrounding the absence make such reporting impossible, in which event the reporting must be done as soon thereafter as possible. All sick leave absence in excess of two (2) consecutive shifts may require a doctor's certificate setting forth the nature of the illness or injury before payment for sick leave is made. All absence for which sick leave is required, regardless of lengths or duration of such absences, require the submission of a report of absence from duty upon return to work.

(h) An employee who is laid off and reappointed within twelve (12) months shall have restored the accrued sick leave existing at the time of their lay off. When an employee is transferred to another position, their sick leave shall continue to be available.

(i) Earned sick leave credits are not convertible to a cash bonus and are applicable only when the illness occurs on an employee's regularly scheduled workday.

(j) Any employee who shall have submitted his resignation or received a notice of intent to terminate may be required to furnish a doctor's certificate for each instance of sick leave usage.

ARTICLE 13. BEREAVEMENT LEAVE

Two (2) twenty-four (24) hours paid shifts bereavement leave may be taken for a death in the immediate family. Immediate family is defined as spouse, child, parent, grandparent, brother, sister, mother-in-law, father-in-law, foster children and "step-laws". Paid bereavement leave shall not be charged against any of the employees accrued time and cannot be carried from year to year.

ARTICLE 14. PERSONAL LEAVE

(a) All District employees who work on a twenty-four (24) hour shift basis (56- hour work week) shall accrue personal leave in lieu of vacation and holiday leave as follows:

1 to 3 years of service		10.1 hours/pay period		11 shifts per year
4 to 7 years of service		12.9 hours/pay period		14 shifts per year
8 to 11 years of service		13.85 hours/pay period		15 shifts per year
12 plus years of service		14.77 hours/pay period		16 shifts per year

An employee assigned to a forty (40) hour work week from a fifty-six (56) hour workweek shall accrue personal leave at the applicable rate for the employee's years of service divided by 1.4, and shall have all banked personal leave hours converted as well by dividing by 1.4.

If an employee is re-assigned to a fifty-six (56) hour work week from a forty (40) hour work week, all personal leave banked hours shall be multiplied by a factor of 1.4. Any member who is in an L.W.O.P. status or who has been suspended without pay shall not accrue personal leave or sick leave for the duration of the LWOP or suspension. If the assignment, LWOP or suspension covers a portion of a pay period, leave accruals shall be pro-rated for that period.

(b) Employees shall be permitted to use accrued personal leave for purposes of taking annual vacations with approval as stated in this Agreement. The Fire Chief shall post a vacation schedule through the month of November of each year so as to allow each employee

to select a vacation period or periods for the next calendar year, and employees shall designate their choice of vacation period by November 30.

Vacations shall be selected on the basis of shift seniority. Once an employee has used seniority to schedule a vacation period, that employee shall not be permitted to use seniority to claim a subsequent vacation period over an employee who has not already scheduled a vacation period. If an employee fails to submit a vacation request during the November posting, the employee shall not subsequently be permitted to "bump" a less senior employee's scheduled vacation. Only one member per shift shall be allowed on vacation at any one time.

(c) Department members may use accrued personal leave for vacation purposes at other times of the year ("same day leave requests") with the approval of their supervisor, provided that the approval does not result in more than one person being on "vacation" per shift. Exceptions to the "one person on vacation" rule are when time off is needed for other than "vacation" that does not fall under normal "sick leave" circumstances. Examples of personal leave use for reasons other than for "vacation" include but are not limited to: strike team rest periods, extended illness with exhaustion of sick leave hours, emergencies other than illness that require time off to mitigate. All personal leave used for other than vacation shall be approved by the Fire Chief.

(d) Such approval may be given after the fact in the event the Fire Chief or designee is not available and/or there is an urgent need to use personal leave and advance approval is not practical.

(e) An employee may accumulate up to two times the employee's annual accrual of personal leave.

(f) Employees may sell personal leave back to the District to a maximum of two hundred sixty-four (264) hours per calendar year provided they have taken at least forty-eight (48) hours of personal leave during that calendar year. An employee who desires to sell back personal leave must notify the Fire Chief in writing by November 20th of the year during which the personal leave will be sold back. Sell back pay shall be totally cumulative.

(g) Any employee taking personal leave off who accepts a strike team assignment shall have the leave cancelled at that time without loss of leave credits.

(h) Each July 1st. each employee may donate eight (8) hours of personal leave to a Union Business Leave (UBL) bank. UBL will only be used for union business which has been approved by the department representative. The required donation may be waived on a year-to-year basis at the discretion of the department representative. While individuals are on UBL, they shall be compensated on an hour-for-hour basis and such time shall be deducted from the UBL bank. If the use of UBL creates overtime for coverage, the deduction from the UBL bank will be made at the time and one-half rate.

(i) Vacation requests will be acted upon promptly and once approved may be cancelled only in the event of an unforeseen operational need of an urgent nature.

(j) Normal shift trades may be permitted with the advanced approval of the company officer. Company Officer and probationary firefighter trades must be approved by a Chief Officer. All shift trades shall be in writing on a standard trade form. Shift trades are an agreement between the two parties, not between any party and the District. All trades are to result in no cost to the District. Trades may not be used to permanently alter the work schedule. Trades may not be "paid back" in any other form other than the intended "hours worked" agreement. Once approved the Fire Chief may cancel a trade only in the event of an unforeseen operational need of an urgent matter or if a cost to the District would result if the trade were executed.

ARTICLE 15. OVERTIME

(a) Overtime paid shall be adjusted to a forty (40) or fifty-six and three-tenths (56.3) hour per week basis, depending on the job filled.

(b) For employees working on a twenty-four (24) hour shift basis overtime is work performed in excess of their regularly scheduled shift cycle. An employee working in excess of their regularly scheduled shift cycle shall receive pay at one and one-half (1-1/2) times their regular base wage rate.

(c) When an employee works overtime, out of their normal rank or classification in an acting capacity, they shall receive overtime pay of time and one-half which includes an additional 7.5% of the employee's base wage rate. The applicable overtime rate shall be adjusted to a forty (40) hour or fifty-six and three-tenths (56.3) hour per week basis, depending on the job filled.

(d) The on-duty Captain shall oversee administration of the overtime list when overtime occurs on their shift. For the purposes of this agreement, overtime hours shall be considered a nonscheduled work assignment. Employees with the least amount of hours will have priority for eligible overtime assignments they qualify for. During periods of high fire danger or other actual or predicted emergency situations, employees may be contacted to determine availability to respond. A list generated in this manner shall not be used in place of the regular overtime call process as described above.

(e) Employees held over on shift shall be paid a minimum of one (1) hour and to the nearest 1/4 hour thereafter.

(f) Time spent by employees at training drills or emergency calls during scheduled days off shall be considered overtime: Overtime shall not be worked without the prior authorization of the Fire Chief or designee.

When an employee reports for a drill or emergency calls on a scheduled day off they shall be released and permitted to return home when the drill or emergency incident is deemed terminated by the on-duty Fire Captain.

(g) Employees called in on their days off for drills shall receive a minimum of one (1) hour overtime pay.

(h) For the purposes of this ARTICLE 15, "emergency" is defined as a condition, which requires immediate response to a given situation, which involves the protection of life and/or property.

(i) Employees contacted and ordered in by the Fire Chief or his/her representative will be reimbursed from the time they receive the order to report to the station with a four-hour minimum. Overtime will not be reimbursed for the employee response time if the employee is not ordered in by the Fire Chief or designee or if the employee does not arrive within twenty minutes. In the event station coverage is still needed after two hours to meet ARTICLE 8 (a), coverage will be determined by the overtime list. All other personnel will be released at that time.

(j) District personnel not on duty but in station when a call is Dispatched by Napa 4, will not be eligible for overtime unless they are required to staff a department resource to respond to the emergency or are required to upstaff for District standby or coverage.

(k) Whenever an overtime position is created and cannot be filled by qualified personnel on scheduled duty, the position creating the overtime will be the position filled. The District shall maintain one overtime list. If the overtime is created anytime during a normal shift (0800 through 0800 hours) the position will be filled by any eligible individual but shall be compensated at the rate for the position creating the overtime.

(l) Early relief (two hours or less) may occur pursuant to employee agreement, either expressed or implied and is unknown to the department. This arrangement as described shall not have the effect of increasing the number of compensable hours of work where it is voluntary on the part of the employees. If the practice or early relief is required by the Department, the time involved must be added to the employee's tour of duty and treated as compensable time.

ARTICLE 16. OUT OF CLASS POSITION

A Firefighter may serve as an Acting Captain if the employee has 1) a minimum of three years of service with the District and 2) has completed California State Fire training (CSFT) Fire Company Officer (or CSFT equivalent) Certificate prerequisites, educational requirements and Department provided task book. Compensation for Acting Captain shall be 7.5% of the employee's base wage rate.

Employees who are placed in an acting Captain's position on an incident separate from any on-duty Captain shall receive Out-Of-Class pay for any assignment longer than one hour.

ARTICLE 17. HEALTH AND WELFARE

District monthly contributions towards the premium cost of health insurance for the employee, their spouse and minor children shall be:

For Plan Year 2024, the District contribution amount toward the monthly premium cost of health insurance shall be:

SINGLE	TWO-PARTY	FAMILY
\$954.86	\$1,909.72	\$2,482.62

Effective Plan Year 2025, the District monthly contribution amount towards the monthly premium cost of health insurance shall be calculated at 95% of the CalPERS 2025 Health Premium – Region 1 Kaiser rates at each benefit level (Single, Two-Party, Family), but in no event will the District monthly contribution towards the monthly premium cost exceed 110% of the 2024 District monthly contribution amounts, i.e., Single \$1,050.35; Two-Party \$2,100.69; Family \$2,730.89.

Effective Plan Year 2026, the District monthly contribution amount towards the monthly premium cost of health insurance shall be calculated at 95% of the CalPERS 2026 Health Premium – Region 1 Kaiser rates at each benefit level (Single, Two-Party, Family), but in no event will the District monthly contribution towards the monthly premium cost exceed 110% of the 2025 District contribution amount.

Effective Plan Year 2027, the District monthly contribution amount towards the monthly premium cost of health insurance shall be calculated at 95% of the CalPERS 2027 Health Premium – Region 1 Kaiser rates at each benefit level (Single, Two-Party, Family), but in no event will the District monthly contribution towards the monthly premium cost exceed 110% of the 2026 District contribution amounts.

Unit members who choose to waive health coverage will be entitled to a monthly cash payout of \$350 per month. Members who waive coverage are required to provide proof of alternative health plan coverage.

The District contracts with CalPERS to provide post-retirement health benefits through the CalPERS Vesting Program for Retiree Health Care (see Vesting Schedule, Appendix B). All District employees hired will be enrolled in the Vesting Program. District employees hired prior to the program implementation date will be offered the option annually to opt into the program as allowed per CalPERS regulations.

District will contract with Vision Service Plan for optical coverage and will pay the total cost of the premium for the length of the agreement.

District agrees to pay 100 percent of the premium per month for Delta Dental Insurance Plan for each employee and their spouse and minor children. Retirees shall be

allowed to participate in the Dental, Vision and Life Policies available to active members, as allowed for by the provider. If retirees elect to participate, they will pay the full premium required by the provider, at no cost to the District.

The District shall pay the employees entire cost of coverage under the long- term disability insurance plan provided by the California Association of Professional Firefighters.

The District will provide, and pay, the entire cost of a \$50,000 life insurance "policy and \$50,000 additional accidental death and dismemberment insurance policy for all represented members.

Employee(s) who are injured or ill, where such injury or illness is non-work related shall be permitted to work light duty, when according to their doctor they are eligible for light duty. An employee assigned to light duty shall be temporarily converted to a forty (40) hour workweek. This temporary schedule shall be 8:00 am to 5:00 pm, Monday through Friday; however, the employee (s) shall continue to receive their "normal pay based upon a fifty-six (56) hour workweek." While on this temporary forty (40) hour schedule, the employee(s) shall not be eligible for holidays, if such occur, since they are receiving holiday pay and they would need to use leave balances, if required.

Light duty assignments for non-work-related injury shall be limited to six (6) months unless extended with the mutual consent of employee and the Fire Chief.

ARTICLE 18. EDUCATIONAL INCENTIVE PROGRAM

(a) Employees represented in this bargaining Unit are eligible to participate in this program. Employees must present a copy of their college degree and/or State Fire Marshal's certification in the appropriate field to be eligible for incentive pays. The District may confirm the accreditation of an educational institution to confirm its obligation to make education incentive payments under this Article. Incentive pays shall be processed according to District pay practices and shall begin the first full pay-period after the employee submits acceptable documentation.

(b) Employees are eligible to receive up to a total of twelve and one-half percent (12.5%) in Education and Incentive Pay. Education and Incentive Pay shall be paid on the employee's base salary rate and shall only be paid if the employee obtains and maintains current and valid certification, as designated by the regulating agency or the District.

Education/Certification Percentage

Associate Degree from an accredited institution	2.0%
Bachelor of Science or Arts Degree from an accredited institution ¹	4.0%
California State Fire Training (CSFT) Fire (Company) Officer (or CSFT equivalent) Certificate or upon completion of company officer class series and Department provided task book	2.0%
California State Fire Training (CSFT) Chief (Fire) Officer (or CSFT equivalent) Certificate or completion of chief officer class series and Department provided task book	2.0%
Hazard Materials Technician Certificate ²	2.5%
Hazard Materials Specialist ²	2.5%
Heavy Rescue Technician ³	2.5%
Heavy Rescue Specialist ³	2.5%

(c) All employees will be allowed to take voluntary fire science training courses on duty if no overtime is incurred by the District. Courses must also be approved by the District's Training Officer or Fire Chief.

(d) All employees may be allowed to take courses as outlined in (c) and incur overtime if approved by the Fire Chief.

¹ Employees with a Bachelor's Degree and an Associate's Degree shall be eligible for a maximum of 4.0%.

² There shall be a limit of three (3) persons on the HAZ Mat team. HAZ Mat Technician requires 4/40-hour classes, Modules 1A, 1B, 1C, and 1D. HAZ Mat Specialist requires 6/40-hour classes, Modules 1A, 1B, 1C, 1D, 1F, and 1G, and Hazardous Materials Assistant Safety Officer.

³ There shall be unlimited participation on the Heavy Rescue Team. Heavy Rescue Technician requires Rope Rescue Awareness/Operations, Confined Space Awareness, Trench Rescue, and Swift Water Technician. Heavy Rescue Specialist requires Rope Rescue Awareness/Operations, Structural Collapse Specialist I, Confined Space Awareness and Rescue, Trench Rescue, and Swift Water Technician. Both require a minimum of 65% attendance to all scheduled drills in-District, an annual recertification of the task books and skills checkoff as part of the Napa Interagency Rescue Team. Certification reviews will be conducted annually, and employees failing to meet the established standards shall be ineligible for this certification incentive for the following calendar year.

(e) The District agrees to reimburse eligible employees for tuition, books and materials pursuant to the following:

- Courses eligible for reimbursement must be accredited and the curriculum approved by the Training Officer;
- Courses eligible for reimbursement must be pre-approved by the Training Officer prior to enrollment by the employee;
- Reimbursement is subject to the employee passing the course with a grade of "C" or better or "Pass" for Pass/Fail coursework.

The District agrees to pay for tuition, books, and materials for courses that are approved by the Training Officer. The employee taking courses agrees to remain with the District for a period of at least six (6) months after completion of the last course for which tuition costs are paid. If the employee voluntarily leaves District employment or is terminated for cause at any time during the six (6) months following completion, he/she shall reimburse the District for costs (tuition, books and materials) for all courses taken in the past six (6) months. Similarly, if the employee voluntarily leaves District employment or is terminated for cause prior to completion of the associated course(s), he/she shall reimburse the District for any non-refundable costs incurred by the District for tuition, books, and materials.

(f) Each member is limited to a maximum seven hundred fifty dollars (\$750) per fiscal year total reimbursement amount to be used towards tuition, books and materials associated with approved training coursework. Any unused portion of the fiscal year amount may not be carried over into the next fiscal year or combined with unused amounts from prior fiscal years. The Fire Chief can approve an exception to this financial limit if the District budget allows and the coursework specifically addresses a District need.

(g) A committee consisting of up to two (2) designated representatives from the District and up to two (2) designated representatives from the Association will meet periodically to determine training requirements in order to maintain active status on the Heavy Rescue Team.

ARTICLE 19. CLOTHING ALLOWANCE

The District will pay each member \$50.00 monthly for the purchase and maintenance of approved uniforms. Payment will be made twenty-four times per year. Rules and Regulations will provide for daily uniform inspections by Captain or Acting Captain.

The employer agrees to replace uniform items, which are damaged beyond repair, and the damage was incurred in the line of duty. This section shall not apply to uniform items, which wear out over a period of time.

ARTICLE 20. BILINGUAL PAY

At its discretion, the District may determine that certain languages, including sign language and Braille, are necessary to facilitate service to the public. In so doing, the District may designate employees as bilingual service providers. The District will pay seventy dollars (\$70.00) per month to a designated employee who has demonstrated the ability to speak fluently in an eligible language. No more than seventy dollars (\$70.00) per month will be paid for one or multiple languages. The District will determine bilingual proficiency through a written and/or verbal testing process.

ARTICLE 21. RETIREMENT

Effective fiscal Year 2017/2018 employees in Safety Fire First Tier Plan (3%@50) shall contribute fifty percent (50%) of the Plan's Total Normal Cost Rate, not to exceed 15.00%.

Effective fiscal Year 2017/2018 employees in Safety Fire Second Tier Plan (3%@55) shall contribute fifty percent (50%) of the Plan's Total Normal Cost Rate, not to exceed 14.00%

Employees hired after January 1, 2013 who are "new" members of CalPERS under the definition of the Public Employees' Pension Reform Act of 2013 ("PEPRA") shall be subject to the requirements of the Act and shall contribute 50% of the normal cost, as determined by CalPERS.

Employees may exhaust accrued paid leaves prior to CalPERS disability retirement subject to approval of the Fire Chief.

ARTICLE 22. NO STRIKE/NO LOCKOUT

(a) There shall be no slow-down, work stoppage, strike, or lockout during the term of the AGREEMENT. Any employee violating the terms of this ARTICLE 22 shall be subject to disciplinary action up to and including termination.

ARTICLE 23. WAGES

(a) Annual cost of living (COLA) wage adjustment:

Effective the first full pay period in July 2024 base wage rates shall be increased by 4.0%.

Effective the first full pay period in July 2025 base wage rates shall be increased by 4.0%.

Effective the first full pay period in July 2026 base wage rates shall be increased by 4.0%.

(b) Members shall receive longevity pay in the following increments:

ELIGIBILITY	ANNUAL	MONTHLY	BI-WEEKLY
After completion of 5 years	\$1,200	\$100	\$46.15
After completion of 10 years	\$1,800	\$150	\$69.23
After completion of 15 years	\$2,400	\$200	\$92.31
After completion of 20 years	\$3,000	\$250	\$115.38
After completion of 25 years	\$3,600	\$300	\$138.46

Payment will be made bi-weekly, 26 times per year.

ARTICLE 24. SEPARABILITY CLAUSE

The provision of this AGREEMENT are deemed to be separable to the extent that if a court or administrative tribunal of competent jurisdiction adjudges any provisions of this AGREEMENT and its application between the District and the Union to be in conflict with any law, such decision shall not affect the validity of the remaining provision of the AGREEMENT, but such remaining provisions shall continue in full force and effect.

ARTICLE 25. TERM OF AGREEMENT

(a) This Agreement shall be effective July 1, 2024, and shall remain in full force and effect from year to year thereafter unless either party shall give written notice to the other of its desire to amend or terminate said AGREEMENT at least 60 days prior to June 30, 2027 or any subsequent such anniversary date. The parties may, by mutual consent, extend this AGREEMENT for a specific period.

(b) Upon the giving of notice provided above, the parties shall meet, negotiate and attempt to resolve differences concerning proposed amendments and changes submitted by either of them. Should the parties fail to agree on said requested amendments and changes, all such differences shall be determined in accordance with applicable law.

ARTICLE 26. RE-OPENER ECONOMIC CRISIS

(a) Should the District's apportionment of property taxes decrease more than 10% for the preceding year, both parties agree to re-open this Agreement to discuss cost saving proposals, which may affect articles contained within the labor agreement.

(b) Should the State of California reduce the amount of property tax revenue or transfer property tax revenue exceeding 10%, both parties ok to re-open this Agreement to discuss cost saving proposals, which may affect articles contained within the labor agreement.

(c) The parties agree that any re-opener, by virtue of this Article, does not obligate the parties to reach agreement but, only provides a forum for possible discussion and possible resolution.

[SIGNATURES ON NEXT PAGE]

- SIGNATURES -

For the District:

By 

Geoff Belyea, Fire Chief
American Canyon Fire Protection District

By 

Gregory Ramirez, Labor Consultant
IEDA

Dated: 05/07/24

FIREFIGHTERS LOCAL 1186
IAFF, AFL-CIO

By 

Preston Quick (Jul 5, 2024 15:33 PDT)
Preston Quick, Local 1186, IAFF

By 

Rob Rojas (Jul 5, 2024 14:06 PDT)
Robert Rojas, Local 1186, IAFF

By 

Donevin Steele (Jul 7, 2024 16:27 PDT)
Donevin Steele, Local 1186, IAFF

By 

Max Etchison (Jul 5, 2024 15:41 PDT)
Max Etchison, Local 1186, IAFF

By 

Davis Pratt (Jul 5, 2024 16:14 PDT)
Davis Pratt, Local 1186, IAFF

By 

Kyle Murchison (Jul 5, 2024 15:37 PDT)
Kyle Murchison, Local 1186, IAFF

By 

Ken Martin (Jul 8, 2024 11:33 PDT)
Ken Martin, Labor Relations Consultant

Dated: 07/08/24

APPENDIX A

**SALARY SCHEDULE
EFFECTIVE FIRST FULL PAY PERIOD JULY 2024**

	STEP	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL	% Chg
FIREFIGHTER						
1-18 Months	1	\$29.86	\$3,344.54	\$7,246.49	\$86,957.94	4.0%
FLSA Pay			\$89.59	\$194.10	\$2,329.23	
	2	\$34.46	\$3,859.96	\$8,363.25	\$100,358.99	4.0%
FLSA Pay			\$103.39	\$224.02	\$2,688.19	
31-42 Months	3	\$38.00	\$4,256.55	\$9,222.53	\$110,670.36	4.0%
FLSA Pay			\$114.01	\$247.03	\$2,964.38	
43+ Months	4	\$39.19	\$4,389.70	\$9,511.02	\$114,132.30	4.0%
FLSA Pay			\$117.58	\$254.76	\$3,057.12	
CAPTAIN						
1-12 Months	1	\$43.11	\$4,827.82	\$10,460.27	\$125,523.19	4.0%
FLSA Pay			\$129.32	\$280.19	\$3,362.23	
13-24 Months	2	\$43.68	\$4,892.24	\$10,599.86	\$127,198.32	4.0%
FLSA Pay			\$131.04	\$283.92	\$3,407.10	
25-36 Months	3	\$45.87	\$5,137.07	\$11,130.32	\$133,563.82	4.0%
FLSA Pay			\$137.60	\$298.13	\$3,577.60	
37+ Months	4	\$48.15	\$5,393.35	\$11,685.59	\$140,227.12	4.0%
FLSA Pay			\$144.46	\$313.01	\$3,756.08	

Firefighter and Captain hourly rates are equal to the bi-weekly rate divided by 112 hours .
 Firefighter and Captain annual rates are equal to the bi-weekly rate multiplied by 26.
 Firefighter and Captain monthly rates are equal to annual rate divided by 12.
 Firefighter and Captain bi-weekly FLSA Pay is equal to the hourly rate multiplied by 3.

APPENDIX A

**SALARY SCHEDULE
EFFECTIVE FIRST FULL PAY PERIOD JULY 2025**

	STEP	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL	% Chg
FIREFIGHTER						
1-18 Months	1	\$31.06	\$3,478.32	\$7,536.35	\$90,436.26	4.0%
FLSA Pay			\$93.17	\$201.87	\$2,422.40	
	2	\$35.84	\$4,014.36	\$8,697.78	\$104,373.35	4.0%
FLSA Pay			\$107.53	\$232.98	\$2,795.71	
31-42 Months	3	\$39.53	\$4,426.81	\$9,591.43	\$115,097.17	4.0%
FLSA Pay			\$118.58	\$256.91	\$3,082.96	
43+ Months	4	\$40.76	\$4,565.29	\$9,891.47	\$118,697.59	4.0%
FLSA Pay			\$122.28	\$264.95	\$3,179.40	
CAPTAIN						
1-12 Months	1	\$44.83	\$5,020.93	\$10,878.68	\$130,544.12	4.0%
FLSA Pay			\$134.49	\$291.39	\$3,496.72	
13-24 Months	2	\$45.43	\$5,087.93	\$11,023.85	\$132,286.25	4.0%
FLSA Pay			\$136.28	\$295.28	\$3,543.38	
25-36 Months	3	\$47.70	\$5,342.55	\$11,575.53	\$138,906.37	4.0%
FLSA Pay			\$143.10	\$310.06	\$3,720.71	
37+ Months	4	\$50.08	\$5,609.08	\$12,153.02	\$145,836.21	4.0%
FLSA Pay			\$150.24	\$325.53	\$3,906.33	

Firefighter and Captain hourly rates are equal to the bi-weekly rate divided by 112 hours .
 Firefighter and Captain annual rates are equal to the bi-weekly rate multiplied by 26.
 Firefighter and Captain monthly rates are equal to annual rate divided by 12.
 Firefighter and Captain bi-weekly FLSA Pay is equal to the hourly rate multiplied by 3.

Chief Officer annual rates are equal to monthly rate multiplied by 12.
 Chief Officer hourly rates are equal to the annual rate divided by 2080.
 Chief Officer bi-weekly rates are equal to the annual rate divided by 26.

APPENDIX A

**SALARY SCHEDULE
EFFECTIVE FIRST FULL PAY PERIOD JULY 2026**

	STEP	HOURLY	BI-WEEKLY	MONTHLY	ANNUAL	% Chg
FIREFIGHTER						
1-18 Months	1	\$32.30	\$3,617.45	\$7,837.81	\$94,053.71	4.0%
FLSA Pay			\$96.90	\$209.94	\$2,519.30	
	2	\$37.28	\$4,174.93	\$9,045.69	\$108,548.29	4.0%
FLSA Pay			\$111.83	\$242.30	\$2,907.54	
31-42 Months	3	\$41.11	\$4,603.89	\$9,975.09	\$119,701.06	4.0%
FLSA Pay			\$123.32	\$267.19	\$3,206.28	
43+ Months	4	\$42.39	\$4,747.90	\$10,287.12	\$123,445.49	4.0%
FLSA Pay			\$127.18	\$275.55	\$3,306.58	
CAPTAIN						
1-12 Months	1	\$46.62	\$5,221.76	\$11,313.82	\$135,765.88	4.0%
FLSA Pay			\$139.87	\$303.05	\$3,636.59	
13-24 Months	2	\$47.25	\$5,291.45	\$11,464.81	\$137,577.70	4.0%
FLSA Pay			\$141.74	\$307.09	\$3,685.12	
25-36 Months	3	\$49.61	\$5,556.25	\$12,038.55	\$144,462.63	4.0%
FLSA Pay			\$148.83	\$322.46	\$3,869.53	
37+ Months	4	\$52.08	\$5,833.45	\$12,639.14	\$151,669.66	4.0%
FLSA Pay			\$156.25	\$338.55	\$4,062.58	

Firefighter and Captain hourly rates are equal to the bi-weekly rate divided by 112 hours .
 Firefighter and Captain annual rates are equal to the bi-weekly rate multiplied by 26.
 Firefighter and Captain monthly rates are equal to annual rate divided by 12.
 Firefighter and Captain bi-weekly FLSA Pay is equal to the hourly rate multiplied by 3.

Chief Officer annual rates are equal to monthly rate multiplied by 12.
 Chief Officer hourly rates are equal to the annual rate divided by 2080.
 Chief Officer bi-weekly rates are equal to the annual rate divided by 26.

AMERICAN CANYON FIRE PROTECTION DISTRICT

JOB DESCRIPTION

200.04
June 2009

FIRE CAPTAIN

DEFINITION:

Under direction, to perform supervisory and technical work in fire fighting, emergency rescue, fire inspection and fire training activities; and to do related work as assigned.

EXAMPLES OF DUTIES:

Plan and execute work assignments of fire suppression and rescue personnel in an assigned company.

Respond to fire alarms as commanding officer, and as such is responsible for the supervision, performance and safety of assigned fire fighting personnel.

Direct fire fighting, rescue and emergency medical operations until relieved by a superior officer.

Operate radio-telephone equipment.

Supervise and participate in salvage and overhaul operations.

Direct the cleaning of quarters, equipment and apparatus at fire station.

Inspect personnel and maintain discipline.

Instruct and drill fire departmental personnel in fire fighting methods, techniques, and related subjects.

Supervise and participate in the inspection of buildings and installations for fire hazards and fire safety systems as required by State Laws and District Ordinances.

Assume administrative responsibilities involving the department's budgeting, purchasing, equipment maintenance and personnel and training functions.

Prepare reports and maintain records.

May be required to respond to fire calls during non-duty hours.

May be assigned a variety of special assignments involving fire prevention, department communications and other staff assignments.

Supervise, train and evaluate subordinates.

Serve as Duty Chief as assigned.

AMERICAN CANYON FIRE PROTECTION DISTRICT

JOB DESCRIPTION

200.04
June 2009

QUALIFICATIONS:

Knowledge of:

Principles, practices and procedures of modern fire fighting and protection of lives and property.

Rules, regulations and operational procedures of the Fire Department.

Operation and maintenance of the type of apparatus and equipment used in modern fire fighting activities.

Principles of supervision, training and performance evaluation.

Mechanical, chemical and related characteristics of a wide variety of flammable and explosive materials and objectives.

Local geography including the location of mains and hydrants and the major fire hazards of the District.

Ability to:

Communicate clearly and concisely, orally and in writing.

Conduct thorough fact finding inspection and investigation.

Operate apparatus and equipment used in modern fire fighting activities.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Supervise, train and evaluate assigned staff.

EXPERIENCE AND EDUCATION:

Any combination equivalent to experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience;

A minimum of three years of service with the District and 2) has completed the Districts Captain career development program and/or has a CSFM Fire Officer Certificate.

AMERICAN CANYON FIRE PROTECTION DISTRICT

JOB DESCRIPTION

200.04
June 2009

Step 1 Requirements

Individuals must have successfully completed CSFM Level 1 Officer Certification Classes or the District Company Officer Career Development Program in order to participate in the examination for Captain.

Individuals must successfully complete any of the additional CSFM Fire Officer Courses as part of his/her successful completion of probation.

Step 2 Requirements

Individuals who wish to advance to 4th Step Captain must have completed their Captain's probation and become certified as a CSFM Fire Officer and in addition have successfully completed one CSFM Chief Officer Class.

Individuals promoting to Captain will receive the educational incentive for Fire Officer only while at 1st – 3rd Step Captain.

Necessary Special Requirements:

Possession of an appropriate California driver's license.

Must have and maintain a State of California EMT-1A or FS Certification.

Must become a certified Defibrillator operator and maintain this certification.

State Officer Certification needed before advancement to 4th step Captain's range.

ADA Special Requirements:

Essential Duties require the following physical abilities and work environment:

Ability to sit, stand, walk, run, kneel, crouch, squat, stoop, reach, crawl, twist, climb, drive, and lift 150 lbs; exposure to cold, heat, extreme noise, outdoors, confining work space, electrical hazards, vibration, chemicals and dust, toxic waste, mechanical hazards, explosive materials; availability for shift work, on-call and stand-by call.

DESIRABLE EDUCATION:

Associate of Arts or Associate of Science Degree.

APPOINTMENT:

The Captain will serve a 1 year probationary period.

AMERICAN CANYON FIRE PROTECTION DISTRICT

JOB DESCRIPTION

200.05

June 2009

Revised: August 2018

FIRE FIGHTER

DEFINITION:

Under supervision, to fight fires and to participate in fire prevention activities in protecting life and property; to operate and maintain firefighting and rescue apparatus, equipment and district facilities ; and to do related work as assigned.

DISTINGUISHING CHARACTERISTICS:

Positions assigned to this class perform both trainee and journey-level fire prevention, medical care and fire suppression work. When initially employed, incumbents will be expected to successfully complete comprehensive entry level firefighter training program lasting one year followed by a six month driving and pump operations training. Upon completion of the eighteen (18) month probation, firefighters are expected to perform a full range of prevention, safety, medical, suppression, and apparatus operator duties assigned to the class and to learn journey level skills in all areas of work assigned. Individuals are periodically evaluated by supervisors regarding their progress in skill development, ability to function in their work environment and either work related elements of the job, both during and after completion of the probationary employment period.

EXAMPLES OF DUTIES:

Serve as hose and/or apparatus operator in firefighting situations, including placing and pulling working lines, manning the nozzle to direct the stream of water on the fire, placing, raising, lowering, and climbing ladders, and assisting in overhaul and salvage operations.

Respond to rescue calls and administer life support at the basic and/or advanced level.

Clean and inspect equipment, perform lubrication, make adjustments and repairs to equipment, and maintain fuel and oil supply.

Clean and test fire hoses.

Operate radio-telephone and digital equipment.

Study Fire Department Rules and Regulations, fire hazards, fire fighting techniques, and related subjects.

Participate in salvage operations.

May be required to respond to fire calls during off-duty hours.

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Participate in continuous training in fire prevention, inspection and suppression through both simulated and on-the-job exercises.

Drive and operate fire apparatus and/or other vehicles. Possession of a valid Drivers License recognized by the State of California Department of Motor Vehicles as legal to operate a vehicle in California.

KNOWLEDGE & ABILITY:

Knowledge of:

Principles, practices and procedures of modern fire fighting and protection of lives and property.

Learn and apply emergency medical procedures.

Rules, regulations and operational procedures of the District

Operation and maintenance of the type of apparatus and equipment used in modern fire fighting activities.

Ability to:

Demonstrate physical endurance, agility and strength sufficient to meet the established standards of the District.

Demonstrate a high degree of mechanical aptitude.

Learn fire fighting methods and techniques, the operation of fire fighting equipment, street location and physical layout of the District, and major traffic and fire hazards.

Think and act quickly in emergencies.

Understand and follow oral and written directions promptly and accurately.

Deal courteously and effectively with the general public.

Establish and maintain cooperative relationships with those contacted in the course of work.

Learn and demonstrate the operating and mechanical principles of fire apparatus, fire alarm systems, automatic fire extinguishing equipment, and other fire equipment.

Learn to effectively and safely drive and operate the full range of fire apparatus and equipment used by the District.

Learn to perform field calculations of hydraulics from the proper and effective operation of equipment at emergency scenes.

AMERICAN CANYON FIRE PROTECTION DISTRICT

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MINIMUM QUALIFICATIONS:

High School Education (or equivalent)

Possession of an appropriate California driver's license.

Must have and maintain a current State of California EMT-1 certification or EMT-Paramedic license.

New applicants must have completed an accredited fire academy or must have a CSFM Firefighter 1 certification from an accredited test center. (post 2017/18)

Valid CPR/AED certification

To advance to the second step firefighter, an individual must have completed the following:

- (a) Successfully complete eighteen month probation

ADA Special Requirements:

Essential Duties require the following physical abilities and work environment:

Ability to sit, stand, walk, run, kneel, crouch, squat, stoop, reach, crawl, twist, climb, drive, and lift 150 lbs; exposure to cold, heat, extreme noise, outdoors, confining work space, electrical hazards, vibration, chemicals and dust, toxic waste, mechanical hazards, explosive materials; availability for shift work, on-call and stand-by call.

American Canyon Fire Vesting Schedule

Classic Employees: Hired prior to January 1, 2013: 3% @50

2nd Tier – Classic Employee transferring to the District: 3% @ 55

PEPRA Employees – Hired on or after January 1, 2013: 2.7% at 57

Medical Vesting

For Employees Hired on or after June 1, 2010: Per District Resolution 2010-07, an employee hired on or after June 1, 2010, will be eligible to participate in the District's retiree medical plan in accordance with CA Government Code Section 22893 and the vesting schedule listed below. To be eligible, an employee must have worked for the District for at least five (5) years.

Credited Years of PERS Service (5 of which must be performed at the District)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

AMERICAN CANYON FIRE PROTECTION DISTRICT
Leave Request Form

Employee's Name: _____ Today's date: _____

Date(s) of Leave: _____

Vacation Sick Personal Leave Shift Trade UBL Bereavement

From _____ To _____
Time Time

Number of hours: _____ Employee signature: _____

Trade Person Working: _____
print name/signature

This area to be filled out by Shift Officer

No other leave currently scheduled on these dates.

Approved Denied

Captain Signature: _____ Date: _____

****Chief Officer approval required for Captain's leave.**

This section to be filled out by Chief Officer

Approved Denied

Chief Officer Signature: _____ Date: _____

Comments:

**** Chief Officer approval required for any leave which creates overtime**