

COLLECTIVE BARGAINING AGREEMENT

between

CENTRAL VALLEY FIRE DISTRICT

and

IAFF LOCAL NO. 4939

January 1, 2017 through June 30, 2022

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into between Central Valley Fire District, hereinafter referred to as "the District," and IAFF Local No. 4939, hereinafter referred to as the "Union."

ARTICLE I - RECOGNITION

- A. The employer, Central Valley Fire District (District), recognizes the International Association of Fire Fighters Local 4939 (Union) as the exclusive representative for all full-time career and seasonal Firefighters and Company Officers of the Central Valley Fire District. Chief officers, administrative personnel, part-time firefighters, and volunteers are excluded from the bargaining unit.
- B. The Union recognizes that Central Valley Fire District is a combination fire department where volunteer firefighters and officers currently and historically perform some bargaining unit work.

ARTICLE II - UNION SECURITY

Upon written authorization of an employee within the bargaining unit, the employer shall deduct from the pay of the employee the monthly amount of the assessments, dues, Fire PAC or monthly service charge as certified by the Union Secretary and shall deliver the monies to the Union Treasurer.

The District agrees to allow the Union to place a bulletin board in the fire station. The Union shall limit its posting of notices concerning Union activity to such bulletin board and agrees not to post any material derogatory to the District. The use of the District's computers or email system may be used for the purpose of conducting union business so long as such use does not conflict with or disrupt the District's operations.

The District's training center and District equipment may be used for the purpose of conducting union-related business so long as such use does not interfere with the regular operation of the District, is inclusive of all members of the District, and approved by the Fire Chief in advance. Use of the District's training center or equipment shall not result in additional expense to the District and the District will cooperate with the Union in scheduling such use.

ARTICLE III - MANAGEMENT RIGHTS

Nothing contained in this Agreement shall in any way restrict or infringe upon the prerogatives of the District and the Fire Chief to operate and manage the affairs of the District. Operations and management of the District include but are not limited to the following:

1. Directing employees;
2. Hiring, promoting, transferring, assigning, and retaining employees;

3. Relieving employees from duties because of lack of work, funds, or under conditions where continuation of such work would be inefficient and nonproductive;
4. Maintaining the efficiency of District operations;
5. Determining the methods, means, job classifications, certifications, qualifications, and personnel by which District operations are to be conducted, including the ability to subcontract with individuals or entities to fulfill the necessary functions of the District so long as subcontracting does not result in the loss of duties and responsibilities essential to firefighting or emergency medical services currently being performed by bargaining unit members. The parties agree that temporary, seasonal, and volunteer firefighters are not considered subcontractors;
6. Taking whatever actions may be necessary to carry out the mission of the District; and
7. Establishing the methods and processes by which work is performed.

ARTICLE IV – RULES AND REGULATIONS

The Union agrees that its members shall fully comply with the District mission and values, all District rules and regulations, including but not limited to, those set forth in the Employee Personnel Manual, and District policies and standard operating procedures, as amended from time to time. The parties agree to discuss any proposed changes to District rules and regulations in the Labor Management Committee. The District retains the sole discretion to implement changes to its rules and regulations, excluding mandatory subjects of bargaining.

ARTICLE V – UNION BUSINESS

Employees elected or appointed as Union officers or individuals appointed by the Union to represent the Union shall be granted reasonable work time to perform their necessary functions so long as it is not disruptive to CVFD operations. This work time shall not interfere with the performance of regular duties.

ARTICLE VI – SHIFT TRADES

Upon approval of the shift Captain and Fire Chief, or his designee, in advance, bargaining unit employees may trade shifts with another employee in the same classification when the trade does not interfere with the best interests of the District. If the shift is denied, a reason for the denial shall be provided to the employee requesting the trade. In no event shall any shift trade result in the payment of overtime compensation. The District assumes no obligation to insure repayment of time for employees involved in shift trades. The employee requesting the trade retains full responsibility for that shift.

ARTICLE VII – UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

The employer shall provide NFPA compliant station/duty uniforms, structural personal protective equipment, and wildland firefighting personal equipment.

ARTICLE VIII – HOLIDAY PAY

- A. Regular full-time shift personnel shall receive eight (8) hours straight time pay for each recognized holiday, regardless of whether the holiday is worked, in addition to their regular pay, as holiday compensation.
- B. Regular, full time, non-shift personnel shall receive the holiday off with pay. Regular full-time non-shift personnel who are scheduled for a day off on a day that is observed as a legal holiday, or on call as a duty officer, will receive a different day off with pay. This day will be in the same pay period as scheduled by the employee and his/her supervisor.

ARTICLE IX – CALL BACK

All employees are expected to return to service for a minimum of 20% of call backs. Call backs include: All Calls, 1st Alarms and greater. Compliance shall be evaluated on a quarterly basis. Exemptions may be granted at the discretion of the Fire Chief or his designee. Employees called back to duty will be paid their appropriate rate of pay for hours worked, including overtime pay.

Employees who are called out to an emergency scene or required to return to work will receive a minimum of 1 hour of pay, even if they do not work the full 1 hour.

Employees who are required to extend their work shifts in the event of emergencies, or as needed by CVFD, will receive a minimum of ¼ hour of pay, even if they do not work for the full ¼ hour.

ARTICLE X – VACANCIES AND PROMOTIONS

- A. Labor and management agree to form a committee to discuss the promotional processes for all positions within the bargaining unit.
- B. It is agreed upon by labor and management that once the process is established it shall be made available to any member upon request.

ARTICLE XI – WELLNESS

All members of the bargaining unit shall be required to undergo and pass mandatory medical evaluations to be conducted by a physician selected by the District. The medical evaluation will be based on the applicable NFPA standard for firefighter physical exams, and will include all appropriate Hepatitis B vaccinations. The District shall be responsible for all costs associated with evaluations.

ARTICLE XII – RESIDENCY REQUIREMENTS

All employees shall live in the District, or within a thirty (30) minute response time of a District Fire Station with the fire chief's approval.

ARTICLE XIII – TRAINING

The District recognizes career development training benefits both the employee and the District. Mandatory training to ensure competencies are met will be provided on shift whenever possible.

The District is also willing to support optional training opportunities for its employees when practicable. Optional training is defined as any training that is not mandatory and not provided for by the District. All requests for optional training, including anticipated training expenses, must be approved by the Fire Chief or his designee in advance.

Any expenses paid by the District require the submission of appropriate receipts and successful completion of the training.

Employee compensation for attendance at District supported training, mandatory and approved optional training, will be at the employee's regular rate of pay and in accordance with the Fair Labor Standards Act (FLSA). At no time will participation in training approved by the District negatively impact an employee's scheduled earnings. Unscheduled time, not related to training, will not be compensable.

ARTICLE XIV – LAYOFF/REDUCTION IN FORCE

In the event of a layoff or reduction in force, the District in its sole discretion will determine the timing of layoffs or reductions in force and the number of employees in each classification to be laid off or reduced. The Fire Chief will conduct layoffs or reductions in force by job classification in the following order:

- Temporary and seasonal employees;
- Probationary employees; and
- Length of service with the District

- When length of service is equal, qualifications, experience, and performance evaluation will be considered.

In the event the District is able to fill a vacancy while employees in the same job classification are laid off, such employees will be eligible for recall in the reverse order of layoff for a period of two (2) years from the date of layoff, provided that such employees meet all necessary qualifications and eligibility criteria of the position established by the District, including but not limited to, all necessary certifications and physical fitness for duty requirements.

The District shall send a notice of recall by certified mail to the last known address of the laid off employee reflected in District records. It is the employee's sole responsibility to maintain current contact information with the District. Within five (5) business days of delivery or attempted delivery of the notice of recall, the laid off employee must notify the District of his/her intent to return to work on the date specified for recall and must meet all current requirements of the position, supported by appropriate documentation. If the employee fails to respond to the notice of recall within the time allowed, fails to report for work on the date specified for recall, and/or

fails to meet all current requirements of the position, the employee forfeits all recall rights.

ARTICLE XV – GRIEVANCE AND ARBITRATION

A grievance is defined as an alleged violation of any provision of this Agreement, or an alleged violation of any provision of the District Personnel Manual, and any amendments with the term of this Agreement, not contained within this Agreement. This grievance and arbitration procedure shall be the exclusive remedy for all grievances.

The Union shall certify in writing to the District the names of all employees or others authorized to represent the Union in this procedure. For the purpose of this article, persons are authorized to represent the grievance during regular working hours without loss of regular pay provided the Employer does not incur the cost of any overtime as a result of representation. Union representatives from the local or international level may be called in to assist at any step during the grievance. Departure from the established procedure, unless mutually waived by both parties, shall automatically constitute a waiver of the grievance.

For the purpose of this article a business day is defined as all calendar days except Saturdays, Sundays, and holidays. Presentations of grievances must, at each step of the following process, include the following information:

- a. Name of employee(s) grieving;
- b. Dates of the action(s);
- c. Statement of Grievance;
- d. Contract and/or District Personnel Manual Provision Violated;
- e. Specific Remedy or Corrective Action requested.

Procedure:

Step 1 Immediate Supervisor Notification:

The grievance shall be brought to the employee's immediate supervisor within ten (10) business days of the day the incident giving rise to the grievance occurred.

Step 2 Immediate Supervisor's Response:

No formal grievance may be filed until the immediate supervisor has been given an opportunity to attempt resolution. The immediate supervisor has ten (10) business days to respond to a Step 1 notification.

Step 3 Formal Grievance:

In the event the employee(s) covered by this agreement chooses to file a formal grievance they shall notify the Union Grievance Committee within ten (10) business days from the end of Step 2.

Step 4 Union Investigation:

The Union Grievance Committee shall inform the Fire Chief that a possible grievance has occurred, and that they will investigate the grievance and if it determines that a grievance exists, it shall present the grievance to the Fire Chief within ten (10) business days of notification of the grievance. If the Union determines that no grievance is warranted, this shall be considered the final obligation of the Union, and the employee(s) is limited to seeking remedy outside of this agreement, if applicable.

Step 5 Fire Chief Response:

The Fire Chief shall respond to the employee(s) and present written decision to the employee(s) and the Union Grievance Committee within ten (10) business days of receipt of the grievance from the Union Grievance Committee.

Step 6 Mediation:

If, after the Fire Chief's failure to issue written decision at Step 5 or after issuance of the written decision by the Fire Chief at Step 5, the grievance remains unresolved, either party, or both shall request mediation, by using the process available through the Montana Board of Personnel Appeals (BOPA) pursuant to Montana Code Annotated § 39-31-307, within ten (10) business days of the deadline for the Fire Chief to issue his written decision, or within ten (10) business days of the receipt of the Fire Chief's written decision.

Step 7 Fact Finding:

If mediation is unsuccessful, either party or both may petition the BOPA to initiate fact finding pursuant to Montana Code Annotated §§ 39-31-308 & 309, within ten (10) business days of the mediation date.

Step 8 Arbitration:

If after the procedures for mediation and fact finding have been exhausted an impasse exists between the parties, either party or both may petition the BOPA for final and binding arbitration pursuant to Montana Code Annotated §§ 39-34-101, et seq., within ten (10) business days of the mediation date or completion of fact-finding, if applicable.

The parties shall select an arbitrator by alternately striking names from the list provided by BOPA, with the parties flipping a coin to determine who is entitled to strike the first name. The last name on the list shall be the arbitrator.

The decision of the arbitrator is binding upon the parties. Each party shall be responsible for his/her/its/their own fees and costs incurred in presentation of the case to the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XVI – LABOR MANAGEMENT COMMITTEE

The parties agree to form a Labor Management Committee (LMC). Either party may contact the IAFF/IAC Labor Management Initiative or the Montana Board of Personnel Appeals (BOPA) in Helena, Montana to arrange for training to be provided to representatives from the Union and Management. The parties agree to jointly develop the LMC charter and rules.

The purpose of this committee is to facilitate communications between the District and the bargaining unit. It is not to take the place of contract negotiations or grievance procedure under this agreement. The committee shall be used to discuss items that are of interest to the group.

Representatives of the Union shall not lose pay or benefits for meetings mutually scheduled during their duty times. Employer shall not incur costs of overtime as a result of attendance at committee meetings.

ARTICLE XVII – NO STRIKE PROVISION

Strikes are prohibited during the term of any contract and the negotiations or arbitration of that contract. No member of the bargaining unit shall strike or recognize a picket line of any labor organization in the performance of his/her official duties.

ARTICLE XVIII – SUPPLEMENTAL AGREEMENT

By mutual agreement only, the parties hereto may at any time negotiate additions or modifications to this Agreement, which, after being mutually ratified, shall become a part of this Agreement as if contained herein.

ARTICLE XIX – SAVINGS CLAUSE

In the event any provision of this Agreement or the application of such provision is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions of this Agreement shall remain in full force and effect.

ARTICLE XX – TERM OF AGREEMENT

This Agreement shall become effective on the 1st day of January 2017 and continue in full force and effect through June 30, 2022. Thereafter, it shall automatically renew for one year in its current form unless either party gives written notice to the other of such party's desire to terminate or modify the Agreement at least sixty (60) days prior to the expiration date. Such notification shall include the desired modification(s) in order for the other party to review the proposed changes prior to the first negotiation session. It is understood and agreed that either party may open the Agreement for further negotiations only as to Appendix A, it must give written notice to the other party no later than March 30, 2019. Failure to provide such notice shall constitute a waiver of the right to re-open negotiations on Appendix for term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day
of June, 2019

CENTRAL VALLEY FIRE DISTRICT

IAFF LOCAL NO. 4939

Joe Nelson 6/11/2019
Board of Trustees, Chair Date

[Signature] 6/12/19
Union President Date

[Signature] 6/11/2019
Board of Trustees, Vice Chair Date

[Signature] 6/15/19
Union Secretary Date

APPENDIX A

Wages and Compensation

The CVFD Board of Trustees has adopted a skill-based pay system that rewards depth and breadth of skill and experience, to encourage long-term career development for our personnel.

It is the policy of the Central Valley Fire District Board of Trustees to maintain an effective, productive, engaged, and satisfied District workforce by:

- *Offering a total compensation package that District employees regard as equitable; based in part on benchmarking with regional fire services total compensation, and within the District's fiduciary responsibility.*
- *Offering compensation beyond baseline, in the form of technician ratings, that rewards increased depth and breadth of skills that contributes to District mission and goals;*
- *Providing an intrinsic motivation system that allows employees to grow professionally and advance their careers; and*
- *Maintaining an organizational culture that encourages and promotes organizational learning through training, education, and involvement.*

Skill-Based Pay

Skill-based pay (SBP) is a compensation system that rewards employees with additional pay above a threshold level for formal attainment and demonstration of advanced skills, knowledge, and competencies that are necessary to fulfill the organization's mission. It encourages and builds both depth and breadth in employee capabilities in a self-managed career path. It complements small organizational structures where employees are expected to have a high degree of involvement in work planning and execution with superior skills, greater flexibility to perform a wide variety of tasks, and ability to work without close supervision. Overall SBP is targeted at developing and compensating a workforce that is smaller but higher skilled and more productive on a per-worker basis.

All full-time career firefighters must meet entry level eligibility requirements to be considered for employment and must attain the base firefighter classification within a predefined number of years. Advanced skills, in the form of technician ratings, are optional; however the advanced skills are tied directly to the breadth of skills that CVFD requires for career development to be a dynamic public safety service provider.

Classifications and Technician Levels

The following table represents eligibility requirements for job classifications and technician ratings.

Classification	Technician	Eligibility
Entry Level	Not Eligible	Firefighter 1 or equivalent and EMT-B certification, pass Candidate Physical Ability Test (CPAT) and written exam
Base Firefighter	Eligible for up to three:	Firefighter 2 or equivalent and Montana EMT-B certification, Driver/Operator designation, NWCG Red Card at Firefighter 2 level
	Public Safety Technician	Certified as Car Seat Technician, Fire Inspector 1, Public Education Specialist
	Engineer	Certified in driving, operating, hydraulics, and basic maintenance of all CVFD apparatus and equipment on the apparatus.
	Wildland Fire Technician	NWCG coursework and Red Card at the Engine Boss or greater level
Base FF Paramedic	Eligible for up to three:	Certified as Base Firefighter and hold a Montana Paramedic License
	Public Safety Technician	Certified as Car Seat Technician, Fire Inspector 1, Public Education Specialist
	Engineer	Certified in driving, operating, hydraulics, and basic maintenance of all CVFD apparatus and equipment on the apparatus.
	Wildland Fire Technician	NWCG coursework and Red Card at the Engine Boss or greater level
Base Captain	Eligible for 3 of the following:	Base FF and Technician ratings; Incident Command, Fire Instructor 1 and Fire Officer 1 within one year of promotion.
	Paramedic Technician	Maintain Montana Paramedic License
	Public Safety Technician	Fire Inspector 2, Basic Fire Investigator, Basic Public Information Officer
	Wildland Fire Technician	NWCG Red Card at the Incident Commander Type 4 or greater level
Administrative Captain	Same as Base Captain	Base Captain, Incident Command, Fire Instructor 2 within first year of rotation. Fire Officer 2 within second year of rotation.

Total Compensation

Wages and compensation are established using a total compensation model comparing 9 similar fire services in the state of Montana. Benchmarking will occur every three years, starting the third quarter of Fiscal Year 2016, for the positions of probationary firefighter, base firefighter, base firefighter paramedic, base captain and training officer. Total compensation includes: wages, health care, Medicare, retirement, and any other form of regular and reoccurring compensation that is a financial liability to the District. Duty uniforms, PPE, and Workers Compensation are provided by the District, and are not considered a form of compensation. Every three years, benchmarking may result in an increase or a decrease in total compensation, depending on the results of the surveyed departments. The District will set total compensation in the 70 percentile of compared departments in Fiscal Year 2017.

Technician Pay:

Technician pay is additional compensation of 2.5% of base wage for each technician rating. A maximum of three ratings (7.5% above base wage) will be compensated. Employees must maintain the required skill set. Probationary employees are not eligible for technician pay.

Cost of Living Adjustment:

On the second and third year following benchmarking, the District will pay the increased cost of health care up to a 5% increase and an additional 1% increase in wages. If the cost of health care exceeds 5%, the District will pay the increase, but not pay an increase in wages. If there is no increase in the cost of health care, the District will pay a 2% increase in wages.

Health Care:

The employer agrees to pay the health insurance premium for each employee and their family. In addition, the employer will contribute \$1,600 (individual) and \$2,800 (Family) per year into a Health Reimbursement Account.

Employees are required to have health insurance. In the event that the employee declines District provided health insurance, the employee shall not be entitled to receive cash or other benefits in lieu of the insurance premium.

Coverage shall be extended to all insurable employees and their dependents under the rules and conditions provided for by the terms of the insurance policy while the employee is in active pay status. Employees not in active pay status may continue their health insurance coverage under COBRA guidelines.

Longevity:

Longevity recognizes the value of long-term employees. Longevity will be calculated annually, for each full year completed, at the beginning of the fiscal year. Longevity will be paid as an hourly rate and added to the base wage.

Number of completed years of service	Annual Longevity per year of service
1-10	\$150
11-20	\$160
21- plus	\$170 (not to exceed \$4,250)

Acting Pay:

Firefighters that meet the qualifications of Company Officer will be paid an additional 5% above their hourly rate when serving a half shift (12 hours) or full shift (24 hours) as a Company Officer.

On-call:

Time spent on-call is not compensable as hours worked. Call back, including emergency response and extensions of shifts, is considered hours worked and is compensable for the purpose of overtime calculations.

Captains who meet the qualifications to serve as a Duty Officer may do so at the request of a Chief Officer. Captains serving as a Duty Officer will be paid a stipend in the amount of 25% of their hourly rate for the number of hours on-call as a Duty Officer.

Administrative Captain:

The position of Administrative Captain is a three-year rotational position for Captains, with an option to serve a fourth year. Expectations for these positions are outlined in their respective Class Specifications and include, but are not limited to, the following: duties as listed, swing up into the Duty Officer rotation as assigned, respond to and assume a command team role at scenes of major or simultaneous incidents, and work a flexible 40 hour per week schedule. These positions are considered developmental positions towards becoming a chief officer.

Compensation:

- Salary: These positions will be paid a bi-weekly wage established for base Captain.

- Technician Ratings: Administrative Captains are eligible for technician pay for ratings maintained while working as an administrative captain.
- Leave Balance Conversion: When switching between a 40 hour per week and a 56 hour per week job classification, the following conversion factor will apply to sick and vacation leave balances.
 - 40 hrs. to 56 hrs. per week- multiply leave balances by 1.400
 - 56 hrs. to 40 hrs. per week- multiply leave balances by 0.715

Total Compensation Basis for Fiscal years 2020-2022

Base total compensation set at 70th percentile of comparable departments with the exception of firefighter/paramedic wage increased to 80th percentile to alleviate compression between firefighter/EMT and firefighter/paramedic for this 3 year cycle. This deviation is not to be construed as precedence to move to 80th percentile in future negotiations.

Job Title	Big Sky	Bozeman	Butte/SB	Great Falls	Helena	Kalispell	Livingston	Missoula City	Missoula Rural	Average	70% of comparables	CVFD Current	Difference	Number of positions	Total Comp >
Probationary FF/EMT	\$ 101,810	\$ 81,492	\$ 75,782	\$ 81,718	\$ 71,253	\$ 73,346	\$ 59,626	\$ 73,686	\$ 85,345	\$ 78,229	\$ 81,605	\$ 75,864	\$ 5,741	6	\$ 34,446
FF/EMT	\$ 108,559	\$ 87,063	\$ 90,264	\$ 84,807	\$ 88,307	\$ 81,433	\$ -	\$ 83,998	\$ 92,654	\$ 89,636	\$ 88,664	\$ 84,088	\$ 4,576	12	\$ 43,164
FF/Paramedic	\$ 116,408	\$ 89,147	\$ -	\$ 89,139	\$ 91,438	\$ 85,923	\$ 64,120	\$ 88,242	\$ 98,213	\$ 80,292	\$ 92,294	\$ 85,517	\$ 6,777	7	\$ 47,439
Captain	\$ 127,235	\$ 108,635	\$ 105,958	\$ 105,850	\$ 103,610	\$ 92,025	\$ 74,355	\$ 104,503	\$ 102,322	\$ 102,722	\$ 105,955	\$ 97,132	\$ 8,823	3	\$ 22,794

Job Title	Annualized Wages	Medicare 1.45%	FURS 14.36 %	\$ Amount of 401K, 457, or HRA employer contribution	Health Insurance employer contribution	Other misc benefits	Total Annualized Benefits	Total Annualized Compensation
Probationary FF (1st year)	\$ 48,670	\$ 706	\$ 6,989	\$ 2,800	\$ 22,440		\$ 32,935	\$ 81,605
FF/EMT (3rd year)	\$ 54,770	\$ 794	\$ 7,865	\$ 2,800	\$ 22,440		\$ 33,899	\$ 88,669
FF/Paramedic (3rd year)	\$ 57,900	\$ 840	\$ 8,314	\$ 2,800	\$ 22,440		\$ 34,394	\$ 92,294
Captain (3rd year)	\$ 69,700	\$ 1,011	\$ 10,009	\$ 2,800	\$ 22,440		\$ 36,260	\$ 105,960

History of Negotiated Amendments

1. October, 2017: Health care reimbursement account amounts increased from \$1,200 per year to **\$1,400 per year** (individual) and \$2,400 per year to \$2,800 per year (family) to offset the loss of pediatric eye and dental insurance.
2. July, 2019: Article XII Residency Requirements; the time to a CVFD station was increased to 30 minutes, from 20 minutes, to provide employees a wider range of affordable housing. Meeting the 20% minimum callback for multiple alarm incidents is required regardless of location of residence.
3. July, 2019: Appendix A, Total Compensation, increased and paid according to table on page 14.
4. May, 2020: Appendix A, Training Officer replaced with Administrative Captain.

Needs to be corrected.

AGREEMENT TO AMEND THE COLLECTIVE BARGAINING AGREEMENT BETWEEN CENTRAL VALLEY FIRE DISTRICT AND THE IAFF LOCAL NO. 4939

Parties: This Agreement is entered into between Central Valley Fire District, hereinafter referred to as “the District,” and IAFF Local No. 4939, hereinafter referred to as the “Union”.

Background: The District and the Union entered into a collective bargaining agreement (CBA), effective January 1, 2017 through June 30, 2022, governing the relationship between the full-time career and seasonal Firefighters and Company Officers of the Central Valley Fire District and the combination fire department of the Central Valley Fire District. A request was approved in March 2020, to open Appendix A of the agreement in order to negotiate wages for the position of Administrative Captain, superseding the previous agreement for the position of Training Officer.

Terms: Appendix A has been amended as follows (deleted language is stricken, and new language appears in Bold)

Training Officer:

~~The Training Officer is a three year rotational position for Captains. The Training Officer is not eligible for technician ratings. Expectations of this position include, but are not limited to the following: participating in the Duty Officer rotation, working a flexible schedule, and development towards becoming a Chief Officer.~~

Administrative Captain:

The position of Administrative Captain is a three-year rotational position for Captains, with an option to serve a fourth year. Expectations for these positions are outlined in their respective Class Specifications and include, but are not limited to, the following: duties as listed, swing up into the Duty Officer rotation as assigned, respond to and assume a command team role at scenes of major or simultaneous incidents, and work a flexible 40 hour per week schedule. These positions are considered developmental positions towards becoming a chief officer.

Compensation:

- **Salary:** These positions will be paid a bi-weekly wage established for base Captain.
- **Technician Ratings:** Administrative Captains are eligible for technician pay for ratings maintained while working as an administrative captain.
- **Leave Balance Conversion:** When switching between a 40 hour per week and a 56 hour per week job classification, the following conversion factor will apply to sick and vacation leave balances.
 - 40 hrs. to 56 hrs. per week- multiply leave balances by 1.400
 - 56 hrs. to 40 hrs. per week- multiply leave balances by 0.715

IN WITNESS OF AGREEMENT TO THIS AMENDMENT, authorized representatives of the parties hereto have set their hands, May, 2020.

CENTRAL VALLEY FIRE DISTRICT

IAFF LOCAL NO. 4939

Joe Nelson 5/12/20
BOARD OF TRUSTEES CHAIRMAN DATE

[Signature] 5/14/20
UNION PRESIDENT DATE