

**RANCHO ADOBE  
FIRE PROTECTION DISTRICT**

FIRE MECHANIC  
(Employment Agreement)

MARCH 1, 2025 THROUGH JUNE 30, 2025

**FIRE MECHANIC EMPLOYMENT AGREEMENT**

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**SECTION 1 DEFINITIONS**

- A. "District" shall mean the Rancho Adobe Fire District.
- B. "Board" shall mean the Board of Directors of the Rancho Adobe Fire District.
- C. "Employer" also referred to as "District" shall mean the Rancho Adobe Fire District.
- D. "Chief" shall mean the Fire Chief of the District.
- E. "Employee(s)" shall mean Fire Mechanic Cody Montana.
- F. "Anniversary Date" shall mean the first day of the month Employee is employed in any position.
- G. "Retirement" shall mean a condition by which Employee has terminated their employment with the District by retiring through the Public Employees Retirement System.
- H. "Management" shall mean the Board of Directors and Chief Officers of the Rancho Adobe Fire District.

**SECTION 2 PREAMBLE**

This agreement is between the Rancho Adobe Fire Protection District and Cody Montana – for the position of Fire Mechanic.

The position of Fire Mechanic is a Non-Exempt position.

**SECTION 3 SEVERENCE**

- A. If any provision of this Agreement should be found invalid, unconstitutional, unlawful, or unenforceable by reason of any existing or subsequently enacted constitutional or legislative provision or by final judicial authority, the offending provision shall be severed, and all other provisions of the agreement shall remain in full force and effect for the duration of the agreement.
- B. In the event that any provision of the Agreement should be found invalid, unconstitutional, unlawful, or unenforceable, the District and the employee agree to meet and confer in a timely manner in an attempt to negotiate a substitute provision. Such negotiations shall apply only to the severed portion of the agreement and shall not in any way modify or impact the remaining provisions of the existing Agreement.

**SECTION 4 TERM AND RENEWAL PROVISION**

This Agreement shall be for an initial term from March 1, 2025, through June 30, 2025. Parties shall re-negotiate terms of the agreement prior to its expiration thereby placing ongoing Agreements on a fiscal year cycle. This Agreement is also subject to termination at will during Employee's probationary period, as provided in Section 19.

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**SECTION 5 MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the District, including, but not limited to, the rights, in accordance with its sole and exclusive judgement and discretion:

- to reprimand, suspend, discharge, or otherwise discipline employees for cause;
- to hire employees, determine their qualifications and assign and direct their work;
- to promote, demote, transfer, layoff, recall to work and retire employees;
- to maintain the efficiency of operation;
- to determine the personnel, methods, means and facilities by which operations are conducted;
- to set standards
- to use independent contractors (in accordance with requirements of Meyers- Miliias-Brown Act);
- to close down or relocate the district's operations or any part thereof;
- to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, or service;
- to control and regulate the use of machinery, facilities, equipment and other property of the District;
- to introduce new or improved research, service and maintenance and methods, materials, machinery and equipment;
- to issue, amend and revise policies, rules, regulations and practices;
- to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the District and direct the District's employees.

**SECTION 6 COMPENSATION**

- A. The initial base salary for the position of Fire Mechanic is equal to the base salary for the position of Fire Engineer as outlined in "Appendix A".
- B. Employee's compensation will be at step 4 based on experience.
- C. Employee will become eligible to advance to the next pay step after serving in current step for one (1) year.
  - a. Advancement will be based on satisfactory performance evaluation and completion of all training assignments with recommendation and approval of the Chief. Any approved step increases will take effect at the start of the pay period in which the anniversary occurs.

**SECTION 7 HOURS OF WORK**

- A. The normal work week shall be forty (40) hours per week (schedule to be determined by the Chief). Rest and meal periods to be observed in accordance with applicable law.
- B. The Fire Chief has the authority to adjust the work hours of the Fire Mechanic for the benefit of the District.
- C. The usual workday shall be eight (8) hours unless a modified schedule is approved by the Chief.

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**SECTION 8 OVERTIME**

- A. Employee shall be compensated at the rate of one and one-half (1-1/2) time the hourly rate for any hours worked that exceed forty (40) in a workweek.
- B. Employee will receive overtime compensation in fifteen (15) minute increments based on actual time worked.

**SECTION 9 HEALTH, DENTAL, VISION CARE INSURANCE AND EMPLOYEE ASSISTANCE PROGRAM**

- A. Through the term of this agreement, the District shall provide Employee (and any eligible dependent(s)) with access to medical, dental (including orthodontic coverage) vision, life and long-term disability coverage, consistent with the coverage and amount offered to other District full-time employees. The District may offer alternative plans based upon advice of the District Broker or Insurance affiliate, as long as there are at least two plans to choose from. Failure for any employee group to meet the minimum requirements for enrollment will result that the whole employee group be enrolled into the majority health plan group. The District will provide a contribution to Employee's HSA account, in accordance with Section E below.
- B. The District also provides, at no cost to the employee, the "Employee Assistance Program," sponsored by the District's insurance carrier.
- C. Individuals who experience a "qualifying event" (such as termination or retirement) may be eligible for benefits continuation under state or federal law (known as COBRA). Notice of rights, if any, to this coverage will be provided at or near the time of the qualifying event as required by applicable law.
- D. Medical retirement benefits are available pursuant to terms adopted by the Board of Directors of the District. Employees that retire with good standing from the Rancho Adobe Fire District after twenty years of service to the District under the Public Employees Retirement System may receive reimbursement for health insurance coverage up to \$300 per month, for the employee only, per Rancho Adobe Fire District Resolution R-6 2002/2003 dated November 20, 2002.
- E. H.S.A. accounts are funded in six-month increments, in January and July of each year. By January 15, HSA funds will be deposited by the District into enrolled participants qualified Health Savings Accounts. Employees that become eligible to enroll after January 1 will receive a pro-rated amount based on the remaining months in that calendar year. All H.S.A. accounts will be opened by the District with Patelco Credit Union. If a participant is unable to open a qualified HSA account, the District is under no obligation to compensate that participant in any other manner. Employees that leave or are terminated prior to June 30 or December 31 will be required to reimburse the District the pro-rated portion based on the first full calendar month following their date of separation. To calculate that amount, the District will divide the full funding received on January 1 by 12 mos. in the year, times the number of full calendar months remaining in the period that has been pre-funded. This will be withheld from the final paycheck, to the

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extent funds are sufficient to cover the outstanding balance or by other reimbursement to make the District whole. By signing this Agreement, Employee consents to the deduction from the Employee's final pay.

Eligible employees enrolled in the District's HSA compatible health insurance plan(s) shall receive funding of up to \$3,550 for Single and \$7,100 per family per calendar year, beginning January 1, 2020. Annual totals are paid in six-month increments, deposited to employee accounts in January and July.

**SECTION 10 LIFE INSURANCE**

Employee is provided with life insurance coverage which is paid by the District. All eligibility issues of criteria and benefits are determined by the insurance plan administration.

**SECTION 11 LONG-TERM DISABILITY INSURANCE**

Employee is provided with long-term disability insurance at District expense. All eligibility issues of criteria and benefits are determined by the insurance plan administration.

**SECTION 12 VACATION**

A. Vacation accruals for Fire Mechanic are as follows:

One to Five Years	144 hours annually
Six – 14 Years	216 hours annually
Over Fifteen Years	264 hours annually

These hours are accrued on a pro rata basis each pay period.

B. Upon hire, Employee will be issued a one-time vacation allotment of 80 hours of vacation hours, available for immediate use.

D. Cap On Benefits: Employees are encouraged to use all earned vacation leave each year. The maximum benefits an employee may have at any time shall equal two times annual accrual. If the employee's earned but unused vacation leave reaches the maximum, the employee will not accrue any additional benefits. If the employee later uses enough vacation leave to fall below the maximum, she/he will resume earning vacation benefits from that day forward. In such a case, no benefits will be earned for the period in which the employees' benefits were at the maximum.

E. Upon termination of employment or retirement, Employee will be paid for their accrued and unused vacation leave.

F. Vacation requests shall be made as outlined in District procedures.

G. Cash out of vacation time will be allowed up to a maximum of one week, or 40 hours, not more

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than twice per year. Prior approval must be given by Fire Chief before cash out occurs. On or before January 1 of each year, Employee can elect to cash-out up to forty (40) hours, which will accrue before June 1 of that year. If the election is made, cash-out for those hours will be provided on the first payday in June. On or before July 1 of each year, Employee can elect to cash-out up to forty (40) hours, to be accrued before December of that year. If the election is made, cash-out for those hours will be provided on the first payday in December. Hours must be earned and available at the time of the scheduled pay-out.

**SECTION 13 HOLIDAYS**

A. Recognized Holidays include:

New Years' Day - January 1st  
Dr. Martin Luther King Jr. Day - third Monday of January  
Lincoln's Birthday - February 12th  
Presidents' Day - third Monday of February  
Cesar Chavez Day - March 31st  
Memorial Day - last Monday of May  
Independence Day - July 4th  
Labor Day - first Monday of September  
California Admission Day - September 9<sup>th</sup>  
Columbus Day - second Monday of October  
Veterans' Day - November 11th  
Thanksgiving Day - fourth Thursday of November  
Day after Thanksgiving Day  
Christmas Day - December 25th  
All other holidays added will be arranged through the meet and confer process

B. Employee will be given the Holiday off with Saturday Holidays observed the preceding Friday and Sunday Holidays observed the following Monday.

**SECTION 14 SICK LEAVE**

A. 144 hours of sick leave are provided annually, accrued on a pro rata basis. Employee can use these hours for reasons consistent with California's mandatory sick leave law. A physician's certificate shall be required to verify an employee's ability to return to work following any work-related illness or injury of any duration. A physician's certificate shall also be required to verify an employee's ability to work following any serious injury or illness.

B. Unused sick leave will carry over from year to year.

C. Employees who have worked ten (10) consecutive years with the District shall receive payment for 1/4 of any accumulated but unused sick leave to a maximum of 720 hours upon retirement or if their position is eliminated. Any balance of unused accumulated sick leave at time of retirement

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may be converted to additional service credit for each day of unused sick leave (i.e., 250 days sick leave equals one additional year of service credit) to the extent allowed by PERS.

- D. Sick leave shall continue to be earned while an employee is on vacation or sick leave.
- E. Employees may use hours of accumulated sick leave for the illness or injury of those family members identified in the California Labor Code.

**SECTION 15 MILITARY LEAVE**

Leave is granted to employees ordered to active military service or training in accordance with the provisions of applicable state and federal law.

**SECTION 16 BEREAVEMENT LEAVE**

- A. In the event of a death of an immediate family member (parent, sibling, spouse, child, stepchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents, grandparents and grandchildren) an employee will be eligible for up to 40 hours off with pay. Bereavement leave can be taken continuously or intermittently, provided leave is completed within 90 days of the death.
- B. Time off in excess of allotted hours is available upon the prior approval of the Chief and shall be taken without pay, unless the employee chooses to use available vacation or sick leave.

**SECTION 17 LAYOFF AND REHIRE**

- A. The employee's departmental seniority date shall be established when the employee is designated as having regular status (as opposed to probationary or temporary status) within the District. Where different employees are hired or promoted on the same date, the order of seniority in either department or classification shall be based on the respective position each such employee was assigned on the eligibility list (e.g., the employee highest on the eligibility list will be granted the most seniority).
- B. Lay-offs or position eliminations shall be done in accordance with the District's Lay-Off Policy.

**SECTION 18 RETIREMENT PLAN**

The District shall provide the CalPERS Miscellaneous "2.7%@55" retirement plan for "Classic\*" Employees. This plan is more specifically known as Public Employees Retirement System, Miscellaneous Members 2.7% at 55 Full Formula.

In accordance with the 2012 Public Employee's Pension Reform Act (PEPRA) any employee new to the PERS system (hired or PERS eligible after January 1, 2013) will be enrolled into the new 2% at 62 program. Once enrolled in this program the employee will be responsible to pay 50% of the normal cost as directed by CalPERS. Employees with prior PERS service credit will be enrolled in the appropriate PERS formula based on Cal PERS regulations.

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"Classic" Employees are defined by Cal PERS as, members who were hired prior to December 31, 2012 and will contribute 8% of compensable income as a retirement contribution.

**SECTION 19 PROBATION**

- A. Employee shall be required to serve an eighteen (18) month probationary period. Employee may be dismissed at will for any reason during the probationary period without right of appeal or application of the grievance procedure.
- B. Performance reviews shall be provided after the first six (6) months and twelve (12) months and again at the conclusion of the probationary period. Thereafter, reviews shall be provided on an annual basis.
- C. The probationary period shall be automatically extended for any leave of absence exceeding two (2) weeks in duration. The probationary period can be extended by the Chief if additional time is needed to evaluate performance. Probation can be extended for a time not to exceed six (6) months in duration.
- D. Upon completion of probation, the Chief will determine whether the employee has successfully passed probation, which will be confirmed in writing.

**SECTION 20 PROMOTIONS**

All positions within the District shall be filled per standard promotional and hiring standards. Promotional examinations shall be first offered to qualified District employees. Only in the event that there are not enough qualified candidates, in the discretion of the Chief and the Examination Committee, to create a competitive promotional examination shall the District open the position to applicants outside the District to fill said position.

**SECTION 21 STAFF VEHICLES**

- A. Employees may be assigned staff vehicles, as needed, for the conducting of District business including the need for emergency recall.
- B. The use of District vehicles shall be in accordance with District policy as outlined in the Operations Manual.

**SECTION 22 USE OF PRIVATE VEHICLES**

- A. The use of private vehicles by employees for conducting District business shall be limited to those situations approved by the Fire Chief.

Those situations can include: off-duty recall, an emergency where a staff vehicle is not available; extended absences from the District due to attendance at a school, seminar or other training event; or other situations where the absence of a staff vehicle from the District would create a hardship for the District.

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- B. Those employees who use their private vehicle for District business, as outlined in the paragraph above, will be reimbursed on a per mile basis as outlined in District Policy in accordance with IRS Regulations.
- C. The use of private vehicles for District business shall be in accordance with District policy as outlined in the Operations Manual.

**SECTION 23 JURY LEAVE**

- A. Employees who are required to serve as jurors shall be provided jury leave for the duration of the jury duty.
- B. Employees serving as jurors shall receive full salary and benefits for the duration of the jury leave provided all money, less travel expenses, received by the employee for the jury duty be remitted to the District.

**SECTION 24 FULL UNDERSTANDING, MODIFICATION WAIVER**

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether

formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the District and ratified by the membership of the Fire Mechanic.

The waiver of any breach of any term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

**SECTION 27 EMPLOYMENT POLICIES**

Except as otherwise provided herein, all District Policies and Procedures in Lexipol, shall be applicable to Employee's employment with the District.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates set forth below.

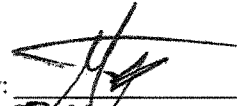
Dated: 2/21/25

Rancho Adobe Fire District

By: 

Title: DIRECTOR

Dated: 2/20/2025

By:   
Cody Montana

All parties listed above agree to the terms and conditions of the Employment Agreement.

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Approved by Board:

## Appendix A

### Effective 4/1/2025

Rank	Per	1st Step	2nd Step	3rd Step	4th Step
Fire Mechanic	Year	\$ 97,171.63	\$ 101,083.32	\$ 105,146.72	\$ 109,392.56
	Month	\$ 8,097.64	\$ 8,423.61	\$ 8,762.23	\$ 9,116.05
	Semi-Monthly	\$ 4,048.82	\$ 4,211.81	\$ 4,381.11	\$ 4,558.02
40 Hours	Hour	\$ 46.72	\$ 48.60	\$ 50.55	\$ 52.59