

**SPECIAL MEETING AGENDA**  
SOUTH PLACER FIRE DISTRICT  
BOARD OF DIRECTORS  
Tuesday February 21<sup>st</sup>, 2023  
(Pursuant to Govt. Code § 54956)

1. **6:00 p.m. Special Meeting** at Station 17 (Portable Conference/Training Room), 6900 Eureka Road, Granite Bay, 95746
2. **Flag Salute**
3. **Public Comment**
4. **Closed Session**  
At any time during the regular session, the legislative body may adjourn to a closed session to confer with real property negotiators, labor negotiators, or legal counsel regarding existing or anticipated litigation. The legislative body may also adjourn to a closed session to consider liability claims, threats to public services or facilities, public employee appointment, public employment, public employee performance evaluation, or public employee discipline/dismissal/release.
5. **Old Business:**
  - A. **Bargaining Unit – Sacramento Area Firefighters Local 522 Contract Negotiations:** Board to take action to ratify and approve the negotiated Local 522 ratified tentative agreements between the District negotiators and Sacramento Area Firefighters Local 522. PG#2
  - B. **Bargaining Unit – Sacramento Area Firefighters Local 522 – Battalion Chiefs Unit Contract Negotiations:** Board to take action to ratify and approve the negotiated agreement between the District negotiators and Sacramento Area Firefighters Local 522 Battalion Chiefs Unit. PG#46
  - C. **Unrepresented Employees – District Secretary, Administrative Assistant, Mechanic, Business Manager, Division Chiefs, Deputy Chief, and Fire Chief Salary and Benefit Increases:** Staff recommends approval of the agreed-upon contract amendments. PG#48
6. **New Business:**
  - A. **Brown Act Workshop:** Staff recommends a workshop on the Brown Act presented by District legal counsel. PG#50
7. **Adjournment**

**Upcoming Meetings**  
Next Regular Board Meeting – March 8, 2023

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MARK DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** TUESDAY, FEBRUARY 21, 2023  
**CC:** BOARD SECRETARY KATHY MEDEIROS

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**Agenda Item: Bargaining Unit – Sacramento Area Firefighters Local 522 Contract Negotiations:**

**Action Requested:** Board to take action to ratify and approve the negotiated Local 522 ratified tentative agreements between the District negotiators and Sacramento Area Firefighters Local 522.

**Background:** The District Negotiators have come to a contract agreement with Sacramento Area Firefighters Local 522. The increase in salary and benefits are as follows:

1. Effective February 11, 2023,
  - a. a 10% Base pay wage Increase
  - b. Employee will contribute 3% of base pay to Other Post-Employment Benefits (OPEB)
  - c. Employee will receive 6% holiday pay in lieu of 123 hours of holiday time
  - d. An increase in paramedic pays
    - i. Unassigned Captains will increase from \$250 to \$300 per month
    - ii. Assigned Captains and Engineers will increase from \$500 to \$550 per month
    - iii. Firefighter paramedics will increase from \$500 to \$550 per month plus 2% of top-step firefighter
  - e. Employees will receive an additional \$100/month (\$1700/month total) supplemental plan credit to be used by active employees for any benefits covered, and allowable, under the IRC 125 Plan.
  - f. Uniform Allowance:
    - i. Employees hired after January 1, 2020, will receive a one-time payment of \$1000 to pay for a Class A Uniform.
    - ii. Employees hired after the ratification of the contract will receive, upon successful completion of probation, a one-time payment of \$1000 to pay for a class A uniform.
  - g. Educational Incentive
    - i. Maximum increases from 10% to 12%

- ii. AA increases from 3% to 4%
    - iii. BA increases from 5% to 6%
    - iv. Company officer and Chief officer remained unchanged at 2% each
  - h. Establishment of a Project Coordinator position responsible for Information Technology in the District.
    - i. One member will receive 7.5% of base pay to manage the District's IT programs.
- 2. Effective January 1, 2024
  - a. a 4% Wage Increase
  - b. Employee will contribute 4% of base pay to OPEB
  - c. Employees will receive an additional \$100/month (\$1800/month total) supplemental plan credit to be used by active employees for any benefits covered, and allowable, under the IRC 125 Plan.
- 3. Effective January 1, 2025:
  - a. A 4% Wage Increase
  - b. Employees will contribute 5% of base pay to OPEB. 5% will be the annual, maximum, contribution for all members.
  - c. Employees will receive an additional \$100/month (\$1900/month total) supplemental plan credit to be used by active employees for any benefits covered, and allowable, under the IRC 125 Plan.
- 4. Three-year agreement extending through December 31, 2025

**Impact:** Approximately:

| Year         | Increase            | OPEB                | Net               |
|--------------|---------------------|---------------------|-------------------|
| Y1           | \$ 844,059          | \$ (122,509)        | \$ 721,550        |
| Y2           | \$ 267,295          | \$ (172,318)        | \$ 94,977         |
| Y3           | \$ 289,608          | \$ (226,716)        | \$ 62,892         |
| <b>Total</b> | <b>\$ 1,400,962</b> | <b>\$ (521,543)</b> | <b>\$ 879,419</b> |

Net cost to the District over three years is approximately \$880,000 for this labor group

**Attachments: Tentative Agreements**

Mark Duerr  
 Fire Chief  
 South Placer Fire District

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**SPFFA – Item 1**

**Offered:**      **October 27, 2022**

**Counter:**    **November 4<sup>th</sup>, 2022**

**Subject:**      **Holidays**

**Association Interest:** **Clean up language in Article 15.**

**Proposal:**

**ARTICLE 15**

**Holidays**

15.1    Non-Shift Unit Members

Unit members not assigned to a twenty-four (24) hour shift shall receive the twelve (12) paid holidays set forth below each year.

15.2    Shift Unit Members

~~Effective January Unit members assigned to a twenty-four (24) hour shift shall receive one hundred twenty three (123) hours per year accrued bi-weekly as holiday time in lieu of the paid holidays a six percent (6%) Holiday Pay Differential. Holiday Pay shall be multiplied by the employee's salary step. Holiday Pay shall be compensable for retirement (PERS) purposes.~~

~~15.2.1 — An employee may schedule holiday time in the same manner as vacation; or~~

~~15.2.2 — If not used, holiday time for the prior calendar year shall be sold back to the District in the first last full pay period in January December of the following same year. Hours shall be sold at straight time the regular rate.~~

~~15.2.3 — Credit for holiday time need not be accrued by the employee prior to taking leave; such leave may be taken at any time during the year following the procedures in 14.6.2. An employee shall be credited each January 1 with one year's allowance of holidays, which must be subsequently earned. In the event an employee separates from District service after having used more than the total amount earned at the applicable rate, the earned portion shall be deducted from his/her final warrant. If the~~

~~final warrant is insufficient to compensate for unearned leave, the separated employee shall reimburse the District by cash payment.~~

15.3 Paid Holiday

15.3.1 Listed below are the ~~twelve-thirteen~~ (13~~2~~) District holidays that parallel county holidays:

|                         |                        |
|-------------------------|------------------------|
| New Years Day           | Admission Day          |
| Washington's Birthday   | Veterans Day           |
| Lincoln's Birthday      | Thanksgiving           |
| Memorial Day            | Day after Thanksgiving |
| 4 <sup>th</sup> of July | Christmas              |
| Labor Day               | Columbus Day           |

One (1) personal holiday per year as set forth below

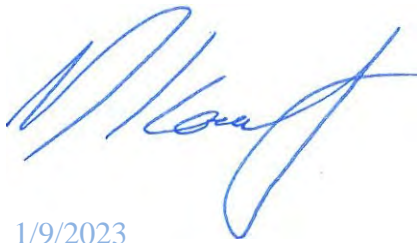
15.3.2 To receive pay for a listed holiday, an employee must have been in paid status on his/her regularly scheduled work day immediately preceding and succeeding the holiday.

15.3.3 On the listed holidays, the administrative office will be closed.

~~15.3.3~~ 15.3.4 As listed under 15.3.1, an employee shall be entitled to one (1) personal holiday of nine (9) hours per calendar year. Employees who have not completed their probation may not take their personal holiday until they have successfully completed probation.

15.4 Minimum Day Schedule

15.4.1 For the holidays listed above in 15.3.1, on-duty personnel may work a minimum workday. On a minimum work day, all essential work will be completed (daily truck checks, etc.), but other scheduled work, (mowing lawns, etc.) will be discontinued.



1/9/2023

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**SPFFA – Item 3**

**Offered: October 27, 2022**

**District Counter – November 16, 2022**

**Subject: Health and Welfare Benefits**

**Association Interest: Add one hundred dollars (\$100) a year toward medical contributions and amend language for Wellness-Fitness-**

**Proposal:**

**ARTICLE 20**

**Health and Welfare Benefits**

**20.1 Insurance Benefits**

Each bargaining unit member shall receive a District contribution for medical, dental, and other ~~insurances~~ insurance in accordance with Exhibit “B.”

Effective January 1, 2023, the District will contribute ~~an additional~~ money into the employee’s IRC Section 125 plan beginning with one hundred dollars (\$100) a month towards contribution for medical. Effective January 1, 2024, the District will contribute an additional one hundred dollars (\$100) per month or a new total of two hundred dollars (\$200) towards contribution for medical. Effective January 1, 2025, the District will contribute an additional one hundred dollars (\$100) per month or a new total of three hundred (\$300) per month toward s contributions for medical.

**20.2 Employee Assistance Program**

The District will maintain an Employee Assistance Program for all unit members. Additionally, the Parties to this Agreement will continue to mutually cooperate to maintain a Peer Support Group.

**20.3 Wellness Program**

The District and the Association agree to ~~continued discussion regarding the establishment of a “wellness program”~~ work cooperatively during the term of this MOU to implement and maintain a long-term Wellness-Fitness Program for all uniformed members. The Wellness-Fitness Program shall be generally consistent with the guidelines recommended by the third edition of the Fire services Joint Labor-Management Wellness-Fitness initiative, and as approved by the Fire Chief.

The District and the Association agree to support a comprehensive, mandatory medical examination for all uniformed employees as a component of the Wellness-Fitness Initiative. The medical examination shall be generally consistent with the guidelines recommended by the third edition of the Fire Service

Joint Labor-Management Wellness-Fitness Initiative, and as approved by the fire chief.

The District and the Association agree to jointly develop and implement a modified duty assignment program for the District. The intent of this program is to develop policies and procedures to be used by the District that would identify the appropriate temporary assignment for employees who are injured, ill, or fall into Tier 4 under the third edition of the Fire Service Joint Labor-Management Wellness-Fitness Initiative that limits their ability to serve in their normal assignment. Changes to policy or procedures shall be subject to the Meet and Confer process during the term of this MOU.

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1/9/2023



**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**SPFFA – Item 4**

**Offered: October 27, 2022**

**District Counter: November 17, 2022**

**Subject: Overtime**

**Association Interest: Clean up language and ensure all leave are considered all hours worked.**

**Proposal:**

**ARTICLE 24**

**Overtime/Extra Hours**

24.1 Overtime Computation

~~24.1.1~~ Overtime hours worked will be compensated at one and one-half (1-1/2) times the employee's ~~straight time base hourly rate of pay~~ regular rate of pay. This shall not affect the District's application of FLSA to the "hours worked" requirement. ~~All paid leaves shall be considered as hours worked.~~

24.1.1

24.1.2 All overtime shall be compensable in ~~increments of thirty (30) minutes~~ fifteen (15) minutes increments.

24.1.3 Incidental overtime of less than fifteen (15) minutes in a non-recurrent extension of the work day/shift is non-compensable in any form.

24.2 Minimum Overtime

24.2.1 An employee who reports to work on an overtime shift, and who is released from duty before the end of the shift, will be compensated for not less than three (3) hours at one and one-half (1-1/2) times ~~his/her base hourly rate of pay~~ their regular rate of pay.

24.2.2 This shall not apply when a unit member is "held over" or works additional hours immediately preceding an assigned shift.

24.3 Overtime Scheduling

~~24.3.1~~ Overtime scheduling will be conducted per District Policy.

~~24.3.1~~ 24.3.2 Scheduled Vacancies: Filling of scheduled vacancies will utilize TeleStaff "Fill by Rules" two (2) weeks prior to shift whenever reasonably possible. Shifts shall be assigned according to TeleStaff voluntary signup list for qualified employee with the lowest hours. The employee's

~~OT (Overtime) bucket shall be charged accordingly unless the shift is less than or equal to twelve (12) hours. Overtime scheduling will be governed by policies, procedures, and the "Staffing manual". Development and amendments to the staffing manual will be conducted through the meet and confer process.~~

~~24.3.2 Mandatory Overtime: In the event that scheduled or unscheduled vacancies cannot be "filled by rules" as outlined in 24.3.1, the TeleStaff Mandatory List shall be utilized to fill the vacancy and the employee's overtime bucket will not be charged.~~

A handwritten signature in blue ink, appearing to read 'D. Kraft', is centered on the page.

1/9/2023

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**SPFFA – Item 5**

**Offered:       October 27, 2022**

**Subject:       Deferred Compensation**

**Association Interest: Switch Deferred Compensation providers.**

**Proposal:**

**DEFERRED COMPENSATION**

Effective January 1, 2023 ~~the District agree to change deferred compensation providers from Voya Financial to Nationwide.~~

The District will agree in a side letter that during the term of this MOU, the District will work with the Association, the Board, and Administration to develop a Request for Proposal to solicit a new Deferred Compensation benefit manager.



1/9/2023

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**SPFFA – Item 6a**

**Offered:**       **October 27, 2022**

**Counter:**     **November 15, 2022**

**Subject:**       **Uniform Allowance**

**Association Interest:** **Add a one-time payment for employees to purchase a class A uniform.**

**Proposal:**

**ARTICLE 12**

**Uniform Allowance**

12.1 Annual Allowance

12.1.1 Each unit member shall receive an annual uniform allowance of One Thousand Dollars (\$1,000.00). This annual uniform allowance is ~~not~~ "pensionable compensation" as defined by Government Code section 7522.40(f). Effective January 1, 2023, the District shall buy employees provide employees hired between after January, 1 2020 to 2022 a class A uniform a one-time payment of \$1000 to be used to purchase a Class A uniform. each unit member shall receive and additional allowance of one thousand dollars (\$1000) to be used to purchase a class A uniform. Going forward all new hires shall be given an allowance of one thousand dollars (\$1000) upon completion of their probation to be used to purchase a class A uniform.

~~12.1.2 Beginning January 1, 2024, pPayment shall be made with the unit member's regular pay check in equal payments each pay period for the first full pay period in January of each year.~~

~~12.1.2~~

12.2 Initial Employment

12.2.1 Upon initial employment, each unit member shall receive the full annual uniform allowance of \$1000.

12.2.2 ~~During Beginning the following January, such the unit member will receive the regular uniform payment in their regular pay check as equal payments each pay period. receive a prorated amount which has the same relationship to the full allowance as the unit member's employment time from the hire date to the first day of January has to a full year~~

*[Handwritten signature]*

1/9/2023

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**SPFFA – Item 7a**

**Offered:** November 9, 2022

**District Counter:** November 15, 2022

**Subject:** Education Incentive

**Association Interest:** Increase education incentives.

**Proposal:**

**ARTICLE 11**

**Educational Incentive**

11.1 Incentive Amounts

A bargaining unit member shall receive an educational incentive for the possession of the following:

~~11.1.1 Educational incentives to be a max of ten percent (10%);~~

~~11.1.2~~ 11.1.1 Effective January 1, 2023, ~~three~~ four and a half percent ~~percent~~ (34.0%) for an AA/AS degree;

~~11.1.3~~ 11.1.2 ~~five~~ six percent (56.0%) for a BA/BS degree.

~~11.1.4~~ 11.1.3 two percent (2%) for a Fire Officer Certification

11.1.4 two percent (2%) for a Chief Officer Certification

~~Effective January 1, 2024 five percent (5%) for an AA/AS degree;~~

~~11.1.5 Seven percent (7%) for a BA/BS degree.~~

11.2 ~~Cumulative~~ umulative

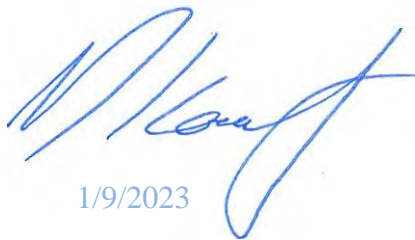
~~Incentives may be accumulated to a total of ten percent (10%). These incentives shall be stackable for a maximum of fourteen~~ twelve percent (12%) January 1, 2023 to December 31, 2023. Effective January 1, 2024 a maximum of sixteen percent (16%).

11.3 Applied to Base Salary

Incentives shall be applied to the bargaining unit member's step placement on the salary schedule, which is Exhibit "A" to this MOU.

## 11.4 Application Process and General Provisions

- 11.4.1 A unit member shall initiate the process by filing a request with the Personnel Officer.
- 11.4.2 Unless approved in advance by the Fire Chief (in writing), credit shall only be given for ~~course~~ workcoursework that was completed by the bargaining unit member on his/her own time and at his/her own expense.
- 11.4.3 An educational incentive shall commence at the beginning of the month following approval by the Personnel Officer. It is the responsibility of the bargaining unit member to provide the Personnel Officer with all necessary proof of meeting the requirements. This shall include, but is not limited to, copies of all certificates or degrees for which benefits are requested.
- 11.4.4 All degrees shall be from a WASC university or other regionally accredited college or university.



1/9/2023

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**SPFFA – Item 8a**

**Offered:** November 9, 2022

**Counter:** November 15, 2022

**Subject:** Salaries

**Association Interest:** Receiving a salary increase in 2023, ~~and 2024~~ and 2025. Changing Paramedic Stipend ~~from a flat rate to a percentage~~.

**Proposal:**

**ARTICLE 10**

**Salaries**

10.1 Salary Schedule

Each bargaining unit member shall be paid in accordance with his/her placement on Exhibit “A” titled “Salary Schedule.”

Effective January 1, 2023, employees shall receive a ~~salary adjustment of twelveeight percent (128%)~~ ~~ten percent (10%)~~ salary adjustment above base salary.

Effective January 1, 2024, employees shall receive a salary adjustment of ~~sixfour percent (46%)~~ above base salary.

Effective January 1, 2025, employees shall receive a salary adjustment of ~~sixfour percent (46%)~~ above base salary.

10.2 Out-of-Class Pay

10.2.1 A bargaining unit member shall receive a five percent (5%) increase in salary for work performed in a higher classification pursuant to an assignment made by the Fire Chief, or designee.

10.2.2 To receive out-of-class pay, the employee must work more than four (4) consecutive hours in the higher classification.

10.2.3 For all employees hired by the District after January 1, 2013 and who were not members of CalPERS through any previous employment, or who return to service after a break of more than six (6) months (i.e. “new members” under Government Code section 7522.04(f)), out-of-class pay is considered temporary upgrade pay and is not “pensionable income” (as defined by Government Code section 7522.34).



10.2.4 The District shall comply with and conform its operation to the out-of-class guidelines as established in Government Code section 20480.

### 10.3 Paramedic Stipend

10.3.1 Positions in the classification of Firefighter, Engineer, and Fire Captain that maintain paramedic licensure and ~~accreditation~~ accreditation as either a condition of employment or voluntarily ~~agrees~~ agree to be assigned by the District to provide ALS care shall receive the following monthly paramedic pay incentive:

10.3.2 Firefighter - \$550 per month plus two percent (2%) of ~~top step~~ top-step Firefighter

10.3.3 Engineer - \$550 per month

10.3.4 Fire Captain - \$300 per month

10.3.5 If a Paramedic Fire Captain is assigned to the relief pool or is assigned as a primary or only medic at an ALS station, that Paramedic Fire Captain shall receive \$550 per month ~~provided the assignment is 90 days or greater.~~

~~10.3.1 If a EMT Fire Captain is assigned to the relief pool that EMT Fire Captain shall receive \$300 per month.~~

~~10.3.6 A Paramedic may be assigned through Planned Rotation, as defined under Article XX.XX or Management Action Article XX.XX)~~

~~10.3.2 10.3.7 Firefighters who have received their Paramedic Certificate shall receive nine and a half percent (9.5%) of the top step Firefighter rate. Engineers and Captains who have received their Paramedic Certificate shall receive eight percent (8%) of the top step Firefighter rate. Battalion Chiefs who have received their Paramedic Certificate shall receive four percent (4%) of the top step Firefighter rate. The full Paramedic Stipend, where due, shall be Five Hundred Dollars (\$500.00) per month. This stipend shall be applied to any Paramedic required to maintain such license as a condition of continued employment.~~

~~10.3.3 Any Paramedic not required to maintain their Paramedic as a condition of employment that voluntarily agrees to be assigned by the District to an ALS Station as the Primary ALS provider shall receive the full Five Hundred Dollars (\$500.00) per month stipend.~~

~~(In order for a unit member to receive this Stipend, in the case of 10.3.3, the assignment must be ninety (90) days or greater.)~~

~~(A Paramedic may be assigned through Planned Rotation, as defined under Article 23.1, or Management Action, Article 23.3)~~

~~10.3.4 Any unit member who has a valid Paramedic License, but who is not required to maintain that license as a condition of continued employment and not assigned as the primary Paramedic (as in 10.3.2), shall receive a monthly stipend equal to fifty percent (50%) of the Paramedic Stipend, provided they:~~

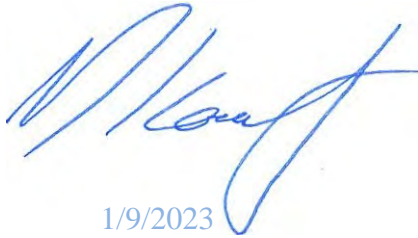
~~10.3.4.1 have been approved to work as a Paramedic by the District's EMS~~

~~Administrator; and~~

~~10.3.4.2 are willing to render Paramedic services.~~

#### 10.4 Step Movement

Movement from one annual step to another on the salary schedule shall not occur unless the employee's most recent evaluation reflects an assessment that ~~is~~ at least "meets ~~District~~ standards" or greater; and is approved by the Personnel Officer for step advancement.



1/9/2023

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**SPFFA – Item 9**

**Offered: November 9, 2022**

**District Counter: November 15, 2022**

**Subject: Reopener**

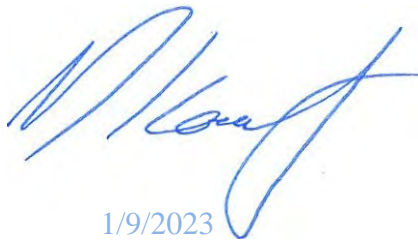
**Association Interest: Provide a reopener to allow the Association to discuss wage increases if a tax assessment passes during the life of this MOU.**

**Proposal:**

**REOPENER**

If at any time during the life of this MOU, a tax assessment passes revenues increase over four hundred thousand dollars (\$400,000) of the projected revenue for the fiscal budget cycle due to an increase from a tax assessment, property taxes, or a new funding source not attributable to a Grant, or other funds that are limited by law, regulation or contract to non-personnel expenditures, the District and Association agree to meet and confer over wage or incentive increases.

If at any time during the life over the life of this MOU, District revenues from property tax fall below two and a half percent (2.5%), both parties have to mutually agree to meet and confer over wage or incentive adjustments.



1/9/2023

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**SPFFA – Proposal 10**

**Offered: November 9, 2022**

**District Counter: November 10, 2022**

**Subject: Other Post-Employment Benefits (OPEB)**

**Association Interest: Reduce the liability to the District by forcing employees to stay with the District a minimum of ten years before earning any medical benefits upon retirement.**

**Proposal:**

21.1 Other Post-Employment Benefits (OPEB)

21.1.1 Pursuant to the Public Employees' Medical and Hospital Care Act (PEMCHA), the District, as a CalPERS contracting agency, provides a minimum employer contribution for retiree health benefits, that is equal to that of active members, unless and until the District elects a statutory schedule that allows its contributions to retiree health benefits to gradually increase until they ultimately equal the contributions made for active employees.

21.1.2 The contribution by the District for OPEB shall be equal to that of active members.

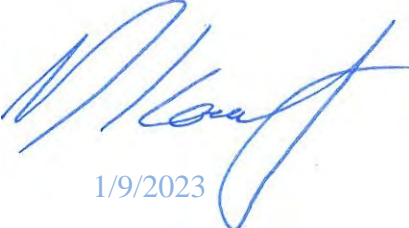
21.1.1 ~~Current Unit members shall contribute a total of 5% of their base salary per year of employment to fund OPEB. These funds will be used to fund post-retirement qualified medical expenses of the employees as defined by federal, state, local law and the California Public Employees Retirement System (CalPERS) as otherwise permitted by applicable tax provisions and the trust. Current members will contribute on the following basis to a maximum of five percent (5%):~~

- ~~● Year one – three percent (3%)~~
- ~~● Year two – an additional one percent (1%) for a total of four (4) percent~~
- ~~● Year three – an additional one percent (1%) for a total of 5%~~

~~21.1.2~~ New unit members will contribute one percent (1%) of their salary per year of employment each year for the first five (5) years of employment for their retiree health benefit. The unit member's contribution to the retiree medical benefit will cap at five percent (5%) of their annual base salary.

~~21.1.1~~ 21.1.2 ~~21.1.3~~ Effective January 1, 2023, any new employee hired after January 1, 2023 will receive fifty percent (50%) toward retiree medical after completing ten (10) years of service with the District and then five percent (5%) credit per year towards retiree medical up to one hundred percent (100%) at the completion of twenty (20) years of employment with the District.

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1/9/2023

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**District – Item 1**

**Offered: November 4<sup>th</sup>, 2022**

**Subject: Seniority**

**District Interest: Clean up language in MOU**

**Proposal:**

**ARTICLE 7**

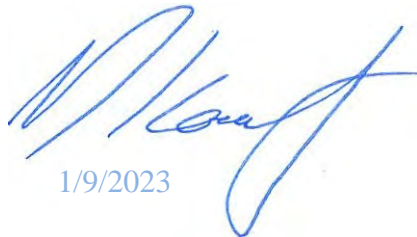
Seniority

7.1 Seniority Roster

The District shall establish a bargaining unit Seniority Roster.

7.1.1 The list shall be updated by the District by October 1<sup>st</sup> of each year. Thereafter, it shall be posted on the ~~bulletin board~~District Intranet ~~of each work site~~ for thirty (30) calendar days.

7.1.2 A current copy of the Seniority Roster shall be available for inspection by employees upon request.

  
1/9/2023

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**District – Item 2**

**Offered:** November 4<sup>th</sup>, 2022

**Subject:** Emergency Medical Technician/paramedic

**District Interest:** Update the language and practices of the District by providing EMS training ~~in~~ housein-house.

**Proposal:**

**ARTICLE 13**

Emergency Medical Technician/Paramedic

13.1 EMT-1

13.1.1 All employees in the unit are required to maintain a valid EMT-1 certificate as a condition of continued employment.

13.1.2 The District will provide EMT-1 re-certification training as needed.

~~13.1.2.1 Re-certification training will be scheduled a minimum of once every two (2) years on each shift (A, B, and C).~~

~~13.1.2.2~~ 13.1.2.1 If an employee cannot attend ~~the~~ training offered during his/her shift, he/she must make up the training on the employee's own time.

13.2 Paramedic

13.2.1 Unit members (Firefighters and Engineers) employed to render paramedic services are required to maintain a paramedic license as a condition of continued employment. Affected unit members will be notified of this requirement.

~~13.2.1.1 The Fire District shall pay for re-certification costs including ACLS and PALS tuition.~~

13.2.1.1 Employees that maintain paramedic licensure and accreditation shall be reimbursed for the cost of the license and accreditation. Employees will not be reimbursed for any late or expedited fees associated with paramedic licensure renewal or accreditation continuation.

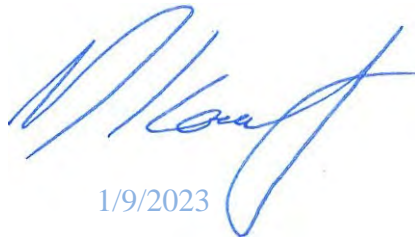
13.2.1.2 The Fire District shall provide for re-certification training of Handtevy Pediatric Treatment program (or PALS) and ALCS as required by the Local Emergency Medical Services Agency (LEMSA).

~~13.2.1.2~~13.2.1.3 Continuing education credits shall be the responsibility of the unit member.

### 13.3 CPR

13.3.1 All unit members ~~are required to~~must maintain a valid CPR card from either the American Heart Association or the Red Cross.

13.3.2 The District will provide CPR re-certification as needed.



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**South Placer Fire District**

**And**

**The South Placer Firefighters' Association**

**District – Item 3**

**Offered:** November 4<sup>th</sup>, 2022

**Subject:** Vacation Leave

**District Interest:** Update the language and practices of District to earn hours of vacation as accrued not front loaded effective January 1, 2024

**Proposal:**

**ARTICLE 14**

Vacation Leave

14.1 Purpose

The purpose of vacation leave is to allow employees to take paid time off from their responsibilities to provide employees the opportunity to take paid time off from their responsibilities in order to maintain a high standard of mental, emotional, and physical conditioning.

14.2 Accrual By ~~24-Hour~~24-Hour Shift Unit Members

Each unit member assigned to a twenty-four (24) hour shift position shall accrue paid vacation leave as follows:

| <b>Service Category</b>   | <b>Monthly Accrual</b> | <b><u>Pay period accrual</u></b> | <b>Shifts/Year Equivalent</b> | <b><u>Max accrual</u></b> |
|---------------------------|------------------------|----------------------------------|-------------------------------|---------------------------|
| 0 – 60 months             | 13.26 hrs.             | <u>6.12hrs/pp</u>                | 6.63 shifts                   | <u>318.24 hrs</u>         |
| 61 – 120 months           | 17.93 hrs.             | <u>8.27hrs/pp</u>                | 8.97 shifts                   | <u>430.32 hrs</u>         |
| 121 months and thereafter | 22.59 hrs.             | <u>10.42hrs/pp</u>               | 11.30 shifts                  | <u>542.16</u>             |

14.3 Use of Vacation

14.3.1 An employee may elect to schedule all, or any part, of his/her earned vacation.

14.3.2 Subject to the limitations set forth below, any accrued vacation not scheduled and used may be carried forward to the next year.

14.3.2.1 No employee may have credited to his/her account on any December 31<sup>st</sup>, more than two times (2x) the employee's annual vacation accrual rate. ~~Maximum accrual of vacation hours may not exceed the employees annual maximum accrual rate as specified in section 14.3.2.1 and an employee will stop earning and accruing vacation hours while the employee's accrual remains at or above the maximum allowed under section 14.3.2.1. If an employee has accumulated vacation hours in excess of the permitted carryover (14.3.2.1), accrual of vacation hours shall be suspended and the employee shall accrue no additional hours until after the equivalent of the excess hours would have been surpassed if accrual had resumed at the beginning of the year.~~

14.3.2.2 ~~Maximum accrual of vacation hours may not exceed the employees annual maximum accrual rate as specified in section 14.3.2.1 and an employee will stop earning and accruing vacation hours while the employee's accrual remains at the maximum allowed under section 14.3.2.1. Any request to carry over additional hours shall include a statement of the extraordinary circumstances and a plan which will liquidate the excess in the coming fiscal year.~~

~~14.3.3 Credit for vacation need not be accrued by the employee prior to taking leave; such leave may be taken at any time during the year. Effective January 1, 2023, An employee shall be credited each January 1 with one (1) year's allowance of vacation, which must be subsequently earned. In the event an employee separates from District service after having used more than the total amount earned at the applicable rate, the earned portion shall be deducted from his/her final warrant. The separated employee shall reimburse the District by cash payment if the final warrant is insufficient to compensate for unearned leave. If the final warrant is insufficient to compensate for unearned leave, the separated employee shall reimburse the District by cash payment.~~

~~14.3.3~~ 14.3.4 Beginning January 1, 2024 and thereafter, employees will earn vacation hours as accrued per pay period under section 14.2

#### 14.4 Vacation Accrual Date

Each employee's hire date, for vacation accrual purposes, shall be ~~that the~~ date on which he/she became full-time ~~and was, was~~ assigned to a shift, ~~and~~ became a PERS member.

#### 14.5 Bidding

Vacations shall be open to ~~bid~~ bidding, during the month of November, for the coming calendar

year. ~~Employees may not bid for vacation time that they have not accrued as of the date of the bidding process and will not have accrued on the date that the vacation would occur.~~ The Association shall ~~be responsible for conducting the annual vacation bid and shall conduct the annual vacation bid and~~ submit the results of the bid to the Fire Chief or his/her designee by November 24<sup>th</sup>.

Each employee who bids vacation and holiday leave shall be guaranteed an opportunity to take such time in accordance with the bidding. A vacation bid shall be in full shift increments and shall be made as set forth below, with the exception of Thanksgiving, Christmas Eve, and Christmas.

14.5.1 Vacation bids shall operate in order of seniority by date of District hire (not rank) within the shift.

14.5.2 It is the responsibility of each employee to select their vacation(s) expeditiously in each round. All bidding shall be completed by ~~the end of~~ November 25<sup>th</sup>.

14.5.2.1 In the first round of bids, an employee may bid one (1) vacation, which shall be for no more than ten (10) consecutive shifts.

14.5.2.2 An employee may then make a second bid for up to four (4) more consecutive shifts off, provided the second pick is not consecutive to the first pick.

14.5.2.3 After all employees have had an opportunity to bid, ~~a~~ a second round shall be held, at which time an employee may select an unlimited number of dates and shifts.

14.5.3 For each day that two (2) bids are submitted in November, no more than ~~there shall be two (2) unit members~~ two (2) unit members will be guaranteed vacation from the shift.

At any time during the term of this contract, the Association agrees to meet with the District upon request to explore alternative solutions should the District determine that the application of this section has a significant financial impact on the District.

14.5.3.1 Absences due to an unusual number of Workers' Compensation claims, or other long-term illnesses, may impact the District. In such a case, the parties shall meet to explore temporary solutions.

14.5.4 Annual vacation bids shall be verified in writing by the District no later than December 15 of each year and entered into ~~TeleStaff~~ the District's staffing program by the IT program manager.

14.5.5 Once submitted and verified, vacation for days in which the maximum number of persons allowed off on vacation has been reached (the day is "bidded-out") shall not

be ~~cancelled-canceled~~ or modified by the employee unless the shift has not been filled on ~~the District's staffing program~~ TeleStaff.

If the District initiates a shift change, the employee's selected vacation bids will not be affected.

#### 14.6 Requests During the Year

Except in extraordinary circumstances, such vacation requests shall be made at least forty-eight (48) hours prior to the commencement of the requested shift(s). Requests during the year shall be granted utilizing ~~the District's staffing program~~ TeleStaff (with regards to 24.3) on a first-come, ~~first-serve~~ first-served basis except that:

14.6.1 Leave requests for time off will consist of four different options: 1) From 0800 to 1700; 2) From 0800 to 2000; 3) From 2000 to 0800; 4) From 0800 to 0800 (24hrs.). There shall be no exceptions to these four options.

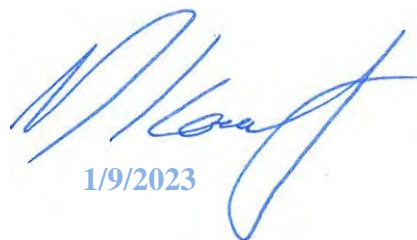
14.6.2 Requests shall be made by personally contacting the on-duty ~~Captain-Battalion Chief~~ Captain-Battalion Chief at Station 17 (no messages). If unable to reach the ~~Captain-Battalion Chief~~ Captain-Battalion Chief at Station 17, contact the ~~on-duty Battalion-Deputy Chief~~ of Operations. Leave for more than two (2) members per day may only be granted by the Chief or his/her designee.

14.6.3 At no time shall more than two (2) members be scheduled for vacation simultaneously, as provided for in 14.5.4, unless approval has been granted by the Chief/designee (see 14.6.2).

#### 14.7 Vacation ~~Buy-Back~~ BuyBack

14.7.1 Any employee may sell up to 150 hours of accrued vacation to the ~~Department~~ Department at straight time on the last full pay period in **May or the last full pay period** in December of the year.

~~14.7.2 Employees may accrue a maximum of 150 hours over the amount set forth in 14.3.2.2, and sell any such excess hours back to the Department at straight time on the last full pay period in May or the last full pay period in December of the year in which the excess accrual occurs. No excess accrual shall carry over into the next year, unless the criteria under 14.3.2.3 are met.~~



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**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**District – Item 4**

**Offered: November 4<sup>th</sup>, 2022**

**Subject: Sick Leave**

**District Interest: Update the language and practices of District**

**Proposal:**

**ARTICLE 16**

Sick Leave

16.1 General

- 16.1.1 The objective of this Article is to provide methods of furthering the health and general welfare of District employees, as well as ensuring maximum and reasonable job attendance.
- 16.1.2 Sick leave is not a right to be used at the employee's discretion; rather, it is a privilege of paid time away from work duties in the event of one of the following circumstances:
  - 16.1.2.1 Actual illness or injury of the employee that occurred away from the job setting.
  - 16.1.2.2 The employee's exposure to a contagious disease.;
  - 16.1.2.3 Medical or dental appointments of the employee, or employee's immediate family members, when such appointments cannot be arranged during ~~off-duty~~off-duty hours, and when the employee's immediate family member is incapable of independently attending such ~~appointments~~appointments.
  - 16.1.2.4 Where the employee's medical attention to an immediate family member is required. ~~Immediate~~An immediate family member is defined as the employee's mother, father, husband, wife, son, daughter, brother, sister, ~~mother-in-law~~mother-in-law, or father-in-law, or any person living in the employee's immediate household.;
  - 16.1.2.5 Emergency leave due to the death or imminent death of family members.

~~16.1.2.6 Pregnancy Leave. Employees may be granted a maximum of three (3) shifts in any calendar year for the required care of immediate family members who have a pregnancy-related medical need to be attended by the employee.~~

## 16.2 Utilization of Sick Leave

16.2.1 Utilization of leave for illness or injury and requirements the District may impose is as follows:

16.2.1.1 Eligible employees may be granted leave in minimum units of one (1) hour for the purpose of this Article.

16.2.1.2 The District may require Probationary employees to support each use of leave for an illness or injury by requiring an attending physician's statement.

16.2.1.3 The District may require employees who have used three or more consecutive workdays of leave for an illness or injury to submit an attending physicians' statement.

16.2.1.4 Employees shall not use leave for disabilities determined to be job related and compensable under workers' compensation

16.2.1.5 An eligible employee who becomes ill or injured while on vacation may have such period of illness or injury charged to sick leave. The request to change leave status must be requested to the Deputy Chief of operations on the day of the occurrence or upon the employee's return home.

## ~~16.2~~16.3 Accrual

~~16.2.1~~16.3.1 Sick leave is accrued by unit members on the basis of bi-weekly payrolls.

~~16.2.2~~16.3.2 Shift employees shall receive seven (7.0) shifts per year, fourteen (14.0) hours per month.

## ~~16.3~~16.4 Fitness for Duty (Return to Work) Examination

~~16.3.1~~16.4.1 The District, at its discretion, may refer a unit member to a District-designated doctor for a fitness-for-duty examination. The District shall not be advised of the specifics of the examination, but shall simply be advised whether the employee is, or is not, fit for duty.

~~16.3.2~~16.4.2 Should a dispute exist between the employee's doctor and the District-designated doctor, the parties shall mutually agree upon a third doctor whose determination shall be binding.

## ~~16.4~~16.5 Abuse of Sick Leave

When an employee uses leave for the purposes of illness or injury for more than three (3)

instances during any twelve (12) month period may be considered as one indicator of abuse of leave. Excessive use of sick leave, and/or certain patterns of use, may also be evidence of abuse of sick leave. If the District identifies conditions that it believes constitute abuse, it will meet with the employee to review the circumstances. If the condition does not improve, the employee will be subject to appropriate corrective measures identified in District policy, including discipline.

#### ~~16.5 — Advance Credit for Leave~~

~~Credit for sick leave need not be accrued by the employee prior to taking leave; such leave may be taken at any time during the year. An employee shall be credited each January 1 with one year's allowance of sick leave, which must be subsequently earned. In the event an employee separates from District service after having used more than the total amount earned at the applicable rate, the earned portion shall be deducted from his/her final warrant. If the fina~~

#### 16.1 Catastrophic Leave

Catastrophic leave is available to assist employees who have exhausted paid time credits due to a serious or catastrophic illness or injury of the employee or his/her immediate family. This policy allows other employees to make grants of time, thus partially ameliorating the financial impact of the illness, injury, or condition. For conditions of use, refer to District policy 0300.

#### 16.2 FLMA or CFRA

Leave shall be granted for baby bonding time in accordance with CFRA with a 30-day notice given to the Deputy Chief of Operations. Baby-Bonding leave shall be a minimum of 96-hour blocks with the exception that an employee may apply for less than 96 hours twice.

FMLA or CFRA leave for medical appointments will require approval by the Fire Chief or his designee with valid supporting documentation from the attending physician

FMLA or CFRA leave for long term care of a family member with medical needs will require approval by the Fire Chief or his designee.



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~~warrant is insufficient to compensate for unearned leave, the separated employee shall reimburse the District by cash payment.~~

#### ~~16.6—Catastrophic Leave~~

~~Catastrophic leave is available to assist employees who have exhausted paid time credits due to a serious or catastrophic illness, or injury of the employee or his/her immediate family. This policy allows other employees to make grants of time, thus partially ameliorating the financial impact of the illness, injury, or condition. For conditions of use, refer to District policy 0300.~~

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**District – Item 5**

**Offered: November 4<sup>th</sup>, 2022**

**Subject: Maternity Leave**

**District Interest: Update the language and practices of the District- regarding maternity leave**

**Proposal:**

**ARTICLE 19**

~~Maternity Leave~~

~~19.1 — Fitness for Duty~~

~~A pregnant employee may continue to work for as long as her health, the health of the unborn fetus, and/or the employee's ability to adequately perform prescribed job responsibilities is not adversely affected by continuing to work.~~

~~19.1.1 — At any time during the pregnancy, the District may require the employee to furnish medical evidence or information to support the employee's fitness for duty.~~

~~19.2~~19.1 Notification

A pregnant employee shall notify the Fire Chief in writing upon notice by her treating physician that such pregnancy exists and, if feasible, at least 30 days prior to the use of FMLA, CFRA, or PDL leave. The notice shall include the anticipated date of childbirth and any related medical conditions or limitations.

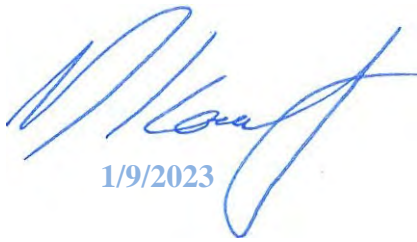
~~19.3~~19.2 Pregnancy Disability Leave

Pregnancy disability leave (PDL) Pregnancy disability leave is governed under a number of laws including the Family Medical Leave Act, the California Family Rights Act, and the California Pregnancy Disability Leave Act. This MOU shall not abridge any rights granted through those or any other applicable laws or statutes. These leaves in conjunction with District policy will govern Pregnancy and maternity-related leaves.~~shall be granted only for medical reasons arising out of and in the course of a pregnancy, the subsequent childbirth, or related medical conditions, as provided below:~~

~~Sick Leave With Pay — A pregnant employee may take accrued sick leave with pay for reasons of~~

~~medical necessity relating to the employee's physical condition resulting from the pregnancy, childbirth, or other related medical condition. However, under no circumstances shall such paid sick leave exceed the total of the employee's accumulated but unused sick leave, nor shall paid sick leave be granted beyond the date the employee is no longer considered medically disabled from normal work activities.~~

~~19.3.1 Other Paid Leave—A pregnant employee may elect to utilize accrued vacation, compensation time off, or any other earned form of paid absence from work in lieu of, or in combination with, paid sick leave during the period of pregnancy related leave, the combination of which may not exceed normal full pay.~~



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**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**District – Item 6**

**Offered:** November 4<sup>th</sup>, 2022

**Subject:** Shift Trades

**District Interest:** Update the language and practices of the District regarding shift trades

**Proposal:**

**ARTICLE 30**

Shift Trades

30.1 Trade Time

- 30.1.1 Recognizing that the employee's first employment responsibility is to the District, each employee may request to trade time for any hour(s) or shift(s) for which they are able to secure another fully qualified employee to work in their place.

*Note: Paramedics and non-paramedics may shift trade. For clarification, when a paramedic is working a shift trade for a non-paramedic, he/she may be assigned by the Department to fill a paramedic need but at no time will the District be left to operate with less than ALS capacity on all apparatus.*

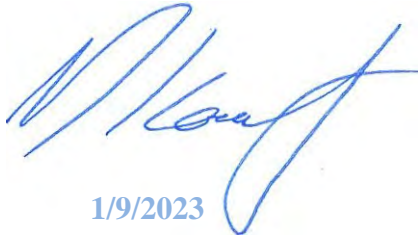
- 30.1.2 Trade time shall not result in additional cost to the District. See 30.1.4 below.

- 30.1.3 Any substitution pursuant to this Section requires prior written approval of the immediate supervisor.

- 30.1.4 The District shall not, in any way, be held responsible for arrangements made between employees pursuant to this Section. That employee who is scheduled to work after approval of the shift trade from the Battalion Chief shall be responsible, in all respects, for service to the District as outlined below:

- 30.1.4.1 If the employee calls in sick, and overtime does not result, the employee calling in sick will have the time deducted from his/her sick leave bank at “straight time.”
- 30.1.4.2 If the employee calls in sick, and overtime does result in the hiring of an individual at one point five (1.5) times the normal rate of pay, the employee calling in sick will have the time deducted from his/her sick leave bank at one point five (1.5) times the normal rate.
- 30.1.4.3 If the employee fails to report for an agreed-upon shift trade, and overtime does not result, the employee not reporting will have the time deducted from his/her vacation bank at “straight time.”
- 30.1.4.4 If the employee fails to report, and overtime does result in the hiring of an individual at one point five (1.5) times the normal rate of pay, the employee failing to report will have the time deducted from his/her vacation bank at one point five (1.5) times the normal rate.

~~30.1.5 Overtime shift trades will be overtime for overtime and completed within the same 24-day FLSA pay period.~~



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South Placer Fire District

And

The South Placer Firefighters' Association

District – Item 7

Offered: November 4<sup>th</sup>, 2022

Subject: Footnotes

District Interest: ~~Update the language and practices of the District regarding shift trades~~ Deletion of all footnotes and integration into the MOU.

Proposal:

~~Footnotes:~~

~~1. A unit member who volunteers for a bargaining unit assignment that is a day position (e.g. 5 days a week and 40 hours per week), if selected by the Fire Chief (or his/her designee), shall receive a ten percent (10%) salary increase for the duration of the assignment. This provision is:~~

- ~~• applicable only to assignments of 14 consecutive working days or more.~~
- ~~• not applicable to non-voluntary assignments today positions—this includes, by way of illustration and not limitation, light duty assignments and probationary training.~~

~~3. Effective the first full pay period after July 1, 2014, bargaining unit members shall be entitled to receive longevity pay in the amount equal to one percent (1%) of the employee's base salary for every five (5) years of service with South Placer Fire District.~~

~~Eligible unit members shall receive annual longevity pay in accordance with the schedule set forth above. This sum shall be paid in equal increments over 26 pay periods throughout the year.~~

~~Longevity pay is based on years of service with South Placer Fire District—Volunteer, part-time or full-time.~~

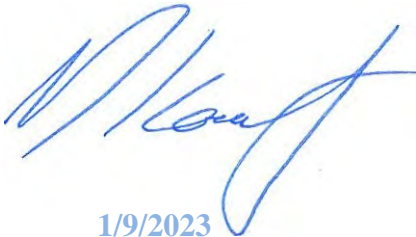
~~4. Effective July 1, 2009, to be placed on Step 6 of a classification, and to remain on Step 6 the unit member must:~~

- ~~a. Have the requisite number of years of experience in the classification; and~~
- ~~b. Have satisfied, and currently meet, the requirements to act in a higher classification as follows:
  - ~~(1) Firefighter To act as Engineer and/or Captain~~
  - ~~(2) Engineer To act as Captain~~
  - ~~(3) Captain To act as Battalion Chief~~~~
- ~~c. Be available for, and accept, assignment to act in the higher classification.~~
- ~~5. \$50 Monthly deferred compensation employer match to employee paid \$50 contribution either new or existing. Effective first pay period after contract ratification by both parties.~~
- ~~6. 2% RESCUE INCENTIVE~~

~~Minimum Training — LARRO, Rescue Systems I, Rescue Systems II, Trench Rescue Operational, Confined Space Awareness~~

~~\*Must agree to be rostered for response locally and statewide.~~

~~\*Must complete Refresher Training Requirements~~



1/9/2023

**South Placer Fire District**

**And**

**The South Placer Firefighters' Association**

**District – Item 8**

**Offered: November 4<sup>th</sup>, 2022**

**Subject: Program Coordinator**

**District Interest: Creation of a new article to address the Program Coordinator for IT service provided internally.**

**Proposal: New Article**

Program Coordinator

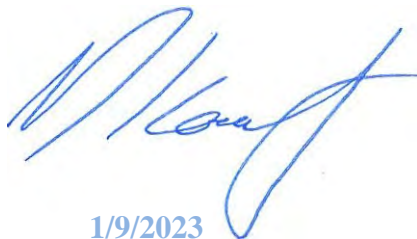
40.1 Program Coordinator

The program coordinator (program coordinator) used by the District shall be voluntary in nature and shall not require participation by employees, Employees who do volunteer, except as noted in this article below, shall not be negatively affected in their annual evaluation for performance as a program manager. The employee may be removed from the program if the District determines a lack of need for the program or other reasons as set forth by the District.

40.1.1 Employees designated by the Fire Chief to perform program coordinator tasks associated with the following program areas shall receive a 7.5% base pay incentive per month.

- IT manager

40.1.2 The above Program Coordinator position requires a minimum commitment of two (2) years and is extendable so long as the District and the employee mutually agree or until the end of the required time commitment.



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**South Placer Fire District**

**And**

**The South Placer Firefighters' Association**

**District – Item 10**

**Offered: November 4<sup>th</sup>, 2022**

**Subject: Day Assignment**

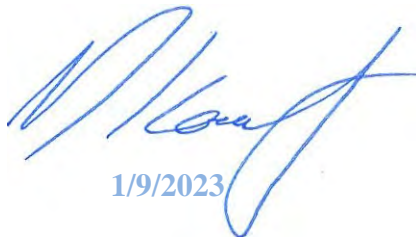
**District Interest: Creation of a new article to address the Day assignment pay incentive for bargaining unit member assignment to a 40-hour-per-week job**

**Proposal: New Article**

**Day Assignment**

**42.1 Day Assignment**

- 42.1.1 Am association member who volunteers for a bargaining unit assignment that is a day positions (e.g. five days a week and 40 hours per week), if selected by the Fire Chief (or his designee), shall receive a ten percent (10%) salary increase for the duration of the assignment.
- 42.1.2 Eligible association members shall receive annual longevity pay in accordance with the schedule set forth above. The sum shall be paid in equal increments over 26 pay period throughout the year.
- 42.1.3 Longevity pay is based on years of service with South Placer Fire District – Volunteer, part-time, or full time.



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**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**District – Item 11**

**Offered:** November 4<sup>th</sup>~~15<sup>th</sup>~~, 2022

**Subject:** Step six incentive

**District Interest:** ~~Creation of a new article to address the Step 6 pay incentive for bargaining unit members.~~ Remove Step 6 from the salary matrix

**Proposal:** New Article

Step 6 Classification

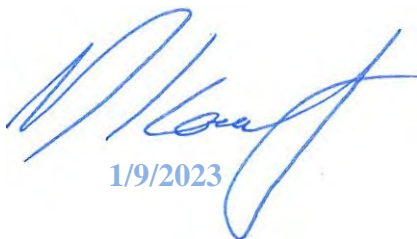
~~42.1 To be placed on step 6 of classification, and to remain on Step 6, the unit member must: Step 6 classification to be removed from pay scale matrix.~~

~~42.1.1 Have the requisite number of years of experience in the classification; and~~

~~42.1.2 Be available for, and accept assignments to act in the higher classification; and~~

~~42.1.3 Have satisfied, and currently meet the requirements as described in District Policy 207.4, to act in a higher classification as follows~~

- ~~• Firefighter – To act as an Engineer and/or Captain~~
- ~~• Engineer – To act as a Captain~~
- ~~• Captain – To act as a Battalion Chief~~



1/9/2023

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**District – Item 12**

**Offered:** November 4<sup>th</sup>, 2022

**Subject:** Hours of Service (Article 22)

**District Interest:** Language update

**Proposal:**

**ARTICLE 22**

Hours of Service

22.1 FLSA Pay Period

The District will maintain a twenty-four (24) day Fair Labor Standards Act (FLSA) pay period.

22.2 ~~24 Hour~~24-Hour Shift Employees

Unit members assigned to twenty-four (24) hour shifts shall be deemed to be on duty twenty-four (24) hours.

22.2.1 This shall average a total of fifty-six (56) hours per week.

22.2.2 A shift shall begin at eight o'clock (8:00) a.m., and shall end at eight o'clock (8:00) a.m., the following morning.

22.3 ~~Three-Platoon~~Three-Platoon Schedule

22.3.1 The District will maintain a 48/96 work schedule. Schedule is to be as

follows: (X = on work, O = off work: X X O O O O, REPEAT)

22.3.2 Except in extraordinary circumstances (e.g., OES Strike Teams), an employee shall not be scheduled by the District for duty for more than ninety-six (96) continuous hours. With District approval, an employee may choose to work (e.g., through shift trades, etc.) more than ninety-six (96) continuous hours.

22.3.3 **Fatigue Clause:** If ~~an employee's supervisor~~ the on-duty Battalion Chief determines that an employee is fatigued to the point of being unsafe, the employee shall be relieved of duty for a period not less than twelve (12) hours, even if they have worked less than the full forty-eight (48) hour shift. Any part of the assigned shift for which the employee is relieved shall be paid. The ~~supervisor's~~ Battalion Chiefs' determination shall not be arbitrary or capricious.

22.4 ~~Consecutive~~ Holidays

22.4.1 The days of Thanksgiving (fourth Thursday in November), December 24<sup>th</sup> and 25<sup>th</sup> are considered Holidays.

~~22.4.2 In the event a "Shift" works both the 24<sup>th</sup> and 25<sup>th</sup> of December, a mandatory shift trade with the previous shift will be in effect. For example, if B-Shift is scheduled to work the 24<sup>th</sup> and 25<sup>th</sup> of December, a mandatory shift trade will occur with A-Shift. The trade would work as follows:~~

|          |    |    |    |    |
|----------|----|----|----|----|
| December | 22 | 23 | 24 | 25 |
|          | A  | B  | A  | B  |

~~22.4.3 In the event a mandatory callback would place an employee on both December 24<sup>th</sup> and December 25<sup>th</sup>, that employee will be passed over on the mandatory list.~~

22.5 Mandatory Overtime

Mandatory overtime is an established condition of employment.


22.6 Conversion Factor: Shift to Day

A unit member who transfers, or is transferred, from shift to days shall convert accrued leave (vacation, sick leave, and holidays) by dividing by one point four (1.4). The process shall be reversed (i.e., multiplied by 1.4) for a unit member moving from ~~days~~ day to shift.

~~22.7 Shift Scheduled Change~~

~~22.7.1 Shift schedule change from ACB to ABC projected for 2018~~

~~22.7.2 Association and District agree to schedule shift schedule change on a mutually agreeable date in 2018.~~



1/9/2023

**South Placer Fire District**  
**And**  
**The South Placer Firefighters' Association**

**District – Item 13**

**Offered: November 4<sup>th</sup>, 2022**

**Subject: Required Driver's License (Article 29)**

**District Interest: Language update**

**Proposal:**

Required Driver's License

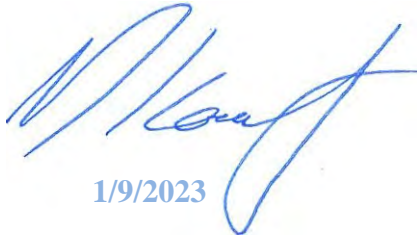
29.1 DMV Fees for Renewal

The District will pay DMV license fees for the Class B Commercial/Class B Firefighter or Class C with Firefighter Endorsement license.

29.2 Physical Examinations

29.2.1 The District will provide for bi-annual DMV physicals required for driver's license renewals as part of the health and wellness physical.

29.2.2 All unit members are subject to testing for alcohol and controlled substances in accordance with DOT requirements. This includes accident, random, and reasonable suspicion testing. All testing shall be in accordance with the adopted District policy which shall incorporate DOT standards and procedures.

  
1/9/2023

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MARK DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** TUESDAY, FEBRUARY 21, 2023  
**CC:** BOARD SECRETARY KATHY MEDEIROS

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**Agenda Item: Bargaining Unit – Sacramento Area Firefighters Local 522 – Battalion Chiefs Unit Contract Negotiations:**

**Action Requested:** Board to take action to ratify and approve the negotiated agreement between the District negotiators and Sacramento Area Firefighters Local 522 Battalion Chiefs Unit.

**Background:** The District Negotiators have come to a contract agreement with Sacramento Area Firefighters Local 522 Battalion Chiefs Unit. The increase in salary and benefits are as follows:

1. Effective February 11, 2023,
  - a. a 10% Base pay wage Increase
  - b. Employee will contribute 3% of base pay to Other Post-Employment Benefits (OPEB)
  - c. Employee will receive 6% holiday pay in lieu of 123 hours of holiday time
  - d. An increase in paramedic pays
    - i. Battalion Chiefs with Paramedic licenses will increase from \$250 to \$300 per month
  - e. Employees will receive an additional \$100/month (\$1700/month total) supplemental plan credit to be used by active employees for any benefits covered, and allowable, under the IRC 125 Plan.
  - f. Uniform Allowance:
    - i. Employees hired after the ratification of the contract will receive, upon successful completion of probation, a one-time payment of \$1000 to pay for a class A uniform.
  - g. Educational Incentive
    - i. Maximum increases from 10% to 12%
    - ii. AA increases from 3% to 4 %
    - iii. BA increases from 5% to 6%

iv. Company officer and Chief officer remained unchanged at 2% each

- 2. Effective January 1, 2024
  - a. a 4% Wage Increase
  - b. Employee will contribute 4% of base pay to OPEB
  - c. Employees will receive an additional \$100/month (\$1800/month total) supplemental plan credit to be used by active employees for any benefits covered, and allowable, under the IRC 125 Plan.
  
- 3. Effective January 1, 2025:
  - a. A 4% Wage Increase
  - b. Employees will contribute 5% of base pay to OPEB. 5% will be the annual, maximum, contribution for all members.
  - c. Employees will receive an additional \$100/month (\$1900/month total) supplemental plan credit to be used by active employees for any benefits covered, and allowable, under the IRC 125 Plan.
  
- 4. Three-year agreement extending through December 31, 2025

**Impact:** Approximately:

| <b>Year</b>  | <b>Increase</b>   | <b>OPEB</b>        | <b>Net</b>       |
|--------------|-------------------|--------------------|------------------|
| Y1           | \$73,528          | \$ (11,664)        | \$61,864         |
| Y2           | \$26,429          | \$ (16,378)        | \$10,051         |
| Y3           | \$27,728          | \$ (21,699)        | \$6,029          |
| <b>Total</b> | <b>\$ 127,685</b> | <b>\$ (49,741)</b> | <b>\$ 77,945</b> |

**Attachments: None**

Mark Duerr  
**Fire Chief**  
South Placer Fire District

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MARK DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** TUESDAY, FEBRUARY 21, 2023  
**CC:** BOARD SECRETARY KATHY MEDEIROS

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**Agenda Item:** Unrepresented Employees – District Secretary, Administrative Assistant, Mechanic, Business Manager, Division Chiefs, Deputy Chief, and Fire Chief Salary and Benefit Increases.

**Action Requested:** Staff recommends approval of the agreed-upon contract amendments.

**Background:** The District has come to an agreement with all-day staff employees. The increase in salary and benefits are as follows:

1. Effective February 11, 2023,
  - a. a 10% Base pay wage Increase
  - b. Employee will contribute 3% of base pay to Other Post-Employment Benefits (OPEB)
  - c. Employee will receive an additional 9 hours of holiday time
  - d. An increase in paramedic pays
    - i. Staff with Paramedic licenses will increase from \$250 to \$300 per month
  - e. Employees will receive an additional \$100/month (\$1700/month total) supplemental plan credit to be used by active employees for any benefits covered, and allowable, under the IRC 125 Plan.
  - f. Employees hired after January 1, 2020, will receive a one-time payment of \$1000 to pay for a Class A Uniform
  - g. Educational Incentive
    - i. Maximum increases from 10% to 12%
    - ii. AA increases from 3% to 4 %
    - iii. BA increases from 5% to 6%
    - iv. Company officer and Chief officer remained unchanged at 2% each
  
2. Effective January 1, 2024



- a. a 4% Wage Increase
  - b. Employee will contribute 4% of base pay to OPEB
  - c. Employees will receive an additional \$100/month (\$1800/month total) supplemental plan credit to be used by active employees for any benefits covered, and allowable, under the IRC 125 Plan.
3. Effective January 1, 2025:
- a. A 4% Wage Increase
  - b. Employees will contribute 5% of base pay to OPEB. 5% will be the annual, maximum, contribution for all members.
  - c. Employees will receive an additional \$100/month (\$1900/month total) supplemental plan credit to be used by active employees for any benefits covered, and allowable, under the IRC 125 Plan.
4. Three-year agreement extending through December 31, 2025

**Impact:** Approximately:

| <b>Year</b>  | <b>Increase</b>   | <b>OPEB</b>         | <b>Net</b>        |
|--------------|-------------------|---------------------|-------------------|
| Y1           | \$132,788         | \$ (33,284)         | \$99,504          |
| Y2           | \$69,305          | \$ (46,674)         | \$22,631          |
| Y3           | \$73,375          | \$ (61,134)         | \$12,241          |
| <b>Total</b> | <b>\$ 275,468</b> | <b>\$ (141,092)</b> | <b>\$ 134,377</b> |

**Attachments: None**

Mark Duerr  
**Fire Chief**  
 South Placer Fire District

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**SOUTH PLACER FIRE DISTRICT  
INTEROFFICE MEMORANDUM**

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**TO:** BOARD OF DIRECTORS  
**FROM:** CHIEF MARK DUERR  
**SUBJECT:** BOARD MEETING AGENDA STAFF RECOMMENDATIONS  
**DATE:** TUESDAY, FEBRUARY 21, 2023  
**CC:** BOARD SECRETARY KATHY MEDEIROS

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**Agenda Item: Brown Act Workshop:**

**Action Requested:** Staff recommends a workshop on the Brown Act presented by District legal counsel.

**Background:** Periodically the Board attends various workshops on different topics. During this workshop, Paul Gant (District Counsel) will provide information on the Brown Act.

**Impact:** Informational.

**Attachments:** Handouts available during the workshop

Mark Duerr  
**Fire Chief**  
South Placer Fire District