

MEMORANDUM OF UNDERSTANDING

between

SOUTH PLACER FIRE PROTECTION DISTRICT

and

SACRAMENTO AREA FIREFIGHTERS LOCAL 522 I.A.F.F
(AFL-CIO)
SOUTH PLACER – BC UNIT

**Effective: January 1, 2023, through and including
December 31, 2025**

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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is by and between the SOUTH PLACER FIRE DISTRICT (“District”) and the Sacramento Area Firefighters 522 – Battalion Chiefs (“BC”) Unit (“Association”). District is a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California, and Association is a recognized employee organization as defined in Section 3501(b) of Chapter 10 of Division 4 of Title 1 of the Government Code of the State of California.

WITNESSETH that:

WHEREAS the Parties desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that the District, the Association and the general public may benefit therefrom, and to establish fair and equitable wages, hours and working conditions for certain hereinafter designated employees of the District,

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 **Recognition**

- 1.1 The District recognizes the Association as the “Exclusive Representative” of a bargaining unit consisting of all employees of the District employed in a classification listed on Exhibit “A”.
- 1.2 This MOU only applies to those employees of the District for whom the Association is the established “Exclusive Representative.”

ARTICLE 2 **Continuation of Benefits**

- 2.1 Except as modified in this MOU, all existing Rules & Regulations and Policies & Procedures shall continue in full force and effect throughout the term of this MOU.

ARTICLE 3 **Management Rights**

- 3.1 Within the constraints provided by law, and except as expressly provided in this MOU, all statutory, common law, and inherent managerial rights, prerogatives, and functions are retained by, and vested exclusively in the District.

- 3.2 These rights include, but are not limited to, the following:
- 3.2.1 The right to discipline and terminate employees for cause, except as to those specifically identified employees who may be terminated with or without cause and without right of hearing or appeal.
 - 3.2.2 The right to hire employees, to determine the number of employees to be hired, to determine the qualifications of all employees, and to provide a pay schedule for performance of their duties.
 - 3.2.3 The right to assign and direct the work of all employees, and to promote, transfer, layoff, and recall employees.
 - 3.2.4 The right to determine the work to be performed and the standard of productivity for such work, as set forth in job description and written department policies and procedures.
 - 3.2.5 The right to determine the method and means by which operations of the District are conducted.
 - 3.2.6 The right to determine the hours of work.
 - 3.2.7 The right to use independent contractors or subcontractors to provide services when necessary.
 - 3.2.8 The right to close down and/or relocate any or all of the facilities of the District.
 - 3.2.9 The right to merge with any other district as provided by law.
 - 3.2.10 The right to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service.
 - 3.2.11 The right to transfer and assign employees among and between different jobs and classifications as required by the needs of the District.
 - 3.2.12 The right to control and regulate the use of all facilities, equipment, and other property of the District.
 - 3.2.13 The right to introduce new or improved equipment, methods, processes or services.
 - 3.2.14 The right to adopt, implement, enforce, and modify safety rules and regulations and policies of operation.
 - 3.2.15 The right to determine the number, location and operation of the various operating units, departments of the District.
 - 3.2.16 The right to take whatever action is necessary and/or advisable to determine, manage and fulfill the public duties and responsibilities of the District.

- 3.3 If the District fails to exercise any right, prerogative or function reserved to it, or to exercise any such right, prerogative, or function in any particular way, it shall not be construed as a waiver by the District of any such right, prerogative, or function, or preclude the District from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4

Personnel File

- 4.1 Except as lawfully modified by this Article, nothing in this MOU is intended to deny the Association or its members from a right guaranteed by Federal or State law (including but not limited to the California Firefighters Procedural Bill of Rights).
- 4.2 Personnel File
- 4.2.1 A negative personnel document shall not be placed in a unit member's personnel file without notice and an opportunity to prepare a rebuttal/response. If submitted within thirty (30) calendar days from the date the employee is made aware the document is going to be placed in the file, the rebuttal/response shall also be placed in the unit member's personnel file.

ARTICLE 5

Grievance Procedure

- 5.1 Grievance Defined
- 5.1.1 Any grievance, which may arise between the Association, or any of its members, and the District, with respect to the interpretation or application of any of the terms of this MOU, or with respect to such matters as the alleged discriminatory or arbitrary discharge, demotion or discipline of an individual regular employee, shall be determined by the provisions of this Article.
- 5.1.2 Probationary employees shall not be entitled to invoke this Article with regard to matters of discipline, demotion, or discharge. This shall not, however, prevent a probationary employee from exercising any other rights under this MOU.
- 5.1.3 "Day" under this Article refers to "calendar day" unless otherwise specified.
- 5.2 Step One:
- 5.2.1 The initial step in processing a grievance shall be a discussion between the employee, the employee's representative, the Association, and the Operations Chief, who will answer within fourteen (14) days.

5.2.2 This step shall be started within thirty (30) days of the date of the action complained of or the date the grievant became aware of or in the exercise of reasonable diligence should name become aware, the incident which is the basis for the grievance. This step may be taken during working hours of the grievant. This step may be bypassed only by mutual agreement of the employee, the employee's representative, the Association, and the District's Fire Chief.

5.3 Step Two:

5.3.1 If a grievance is not resolved in the initial step, the second step shall be the presentation of the grievance in writing by the employee, the employee's representative, or the Association to the Operations Chief, who shall answer within fourteen (14) days.

5.3.2 This step shall be taken within fourteen (14) days of the date of the answer in Step One.

5.3.3 The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of this MOU alleged to be violated, and the specific remedy/sought.

5.4 Step Three:

5.4.1 If a grievance is not resolved in the second step, the third step shall be the presentation of the grievance in writing by the employee, the employee's representative, or the Association, to the Fire Chief, who shall answer within fourteen (14) days.

5.4.2 This step shall be taken within fourteen (14) days of the date of the answer in Step Two.

5.4.3 The written presentation shall be a clear, concise statement of the grievance, the circumstances involved, the pertinent dates, the decision rendered at the previous step, the section of this MOU alleged to be violated, and the specific remedy sought.

5.5 Step Four:

5.5.1 If a grievance is not resolved in the third step, the fourth step shall be referral by the employee, the employee's representative, or the Association to mediation within twenty (20) days of the answer in Step Three.

5.5.2 Whenever a grievance is referred to mediation, either the employee, the employee's representative, the Association, or the District may request that the California State Mediation and Conciliation Service refer the grievance to a state mediator. The mediator shall assist the Parties in the resolution of the grievance in the same manner as that which is normally used in the mediation of rights disputes.

5.5.3 Referral to Step Five shall not occur until the mediator has released the Parties from the mediation process.

5.6 Step Five:

5.6.1 If a grievance is not resolved in the fourth step, the fifth step shall be a written referral by the employee, the employee's representative, or the Association to the Board of Directors.

5.6.2 The fifth step shall be taken within twenty (20) days of the date of the release in writing, by the mediator at Step Four. The Board shall hold such hearings and shall consider such evidence as to the Board appears necessary and proper. The first hearing shall be held as soon as practicable for the Parties involved.

5.6.3 The decision of the Board of Directors shall be final and binding on the District, the Association, and the aggrieved employee.

5.7 General Provisions:

5.7.1 The District and the Association shall pay the compensation and expenses of their respective appointees and witnesses in both the mediation and hearing proceedings set forth above.

5.7.2 At the Association's request, the District shall release employees from duty to participate in hearing or mediation proceedings. This shall not impair the District's state of operational readiness. In such a case, the hearing or mediation shall be placed in abeyance until employees can be released.

5.7.3 Failure by the employee or the employee's representative to meet any of the time limits as set forth in this Article will result in forfeiture, unless the time limits have been extended by mutual agreement. Whenever the District fails to provide a timely answer to a grievance at any of the foregoing steps requiring an answer by the District, the employee or the employee's representative may go forward with the grievance to the next step of the established procedure.

5.7.4 An individual employee shall have the right to present grievances to the District, and to have such grievance adjusted without the intervention of the Association. The adjustment, however, shall not be inconsistent with this MOU, and the Association's Labor Representative shall be given an opportunity to be present at such adjustment.

ARTICLE 6

Seniority

6.1 Seniority Roster

The District shall establish a bargaining unit Seniority Roster.

6.1.1 The list shall be updated by the District by October 1st of each year. Thereafter, it shall be posted on the District Intranet for thirty (30) calendar days.

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

6.2 Roster Placement Rules

Employees shall be placed on the Seniority Roster as follows:

6.2.1 New employees, based on the date they became a bargaining unit member (see 8.2).

6.3 Breaking Ties

6.3.1 When two (2) or more employees are placed on the payroll on the same date, that employee who ranked higher on the entry level hiring list shall be assigned the higher seniority ranking.

6.4 Effect of a Leave

6.4.1 Employees on a Board-approved leave (whether from the District or to a position outside the bargaining unit), of twelve (12) months or less, shall not experience a change in seniority.

6.4.2 Employees on a Board-approved leave of more than twelve (12) months shall have their seniority adjusted to reflect the entire period of the leave.

ARTICLE 7

Layoff

7.1 Within the bargaining unit, except as noted in Paragraph 8.3 below, individuals will be laid off based on inverse seniority.

7.1.1 An employee's seniority date, for purposes of layoff, shall be as set forth in Article 6 of this MOU.

7.2 The District will give the Association a thirty (30) calendar day notice of any impending layoffs.

7.2.1 Displacement Procedure:

- 7.2.1.1 An employee previously within the Association who receives notice of layoff in a higher classification may displace an employee with less seniority in the Association in the same classification or;
 - 7.2.1.2 An Association unit member proposed to be laid off shall have the right to retreat back to a previously held position in another bargaining unit and to bump an employee in such position that has less seniority, so long as the Association unit member meets the minimum qualifications for the position.
 - 7.2.1.3 The employee must request displacement action in writing to the Fire Chief or his designee within fourteen (14) days after receipt of the notification of layoff under this section.
- 7.3 A laid-off employee shall have his/her name placed on the re-employment list for a period of thirty-six (36) months following the employee's last day of employment.
- 7.3.1 No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.
 - 7.3.2 An employee in layoff status must maintain all applicable certificates and standards to be eligible for rehire.

ARTICLE 8

Employee Status

- 8.1 Bargaining unit members will be designated as either regular full-time or probationary full-time, depending on their length of continuous service in the position.
- 8.2 A regular full-time bargaining unit member is defined as an employee who has one (1) year or more seniority with the District in continuous full-time probationary employment.
- 8.3 A probationary bargaining unit member is defined as an employee hired for a full-time position that has been regularly established as an authorized position by the Board of Directors and is of an indeterminate duration.
 - 8.3.1 A probationary employee shall receive not less than the minimum wage rate for the job classification, and shall be eligible for sick leave pay, vacation pay, holiday pay, retirement plan participation, insurance coverage, and items of a similar nature as the employee becomes eligible but shall not be eligible for a leave of absence.
 - 8.3.2 Upon completion of one (1) year of continuous full-time service with the District, a probationary employee shall be given the status of a permanent full-time employee.

8.3.3 Extension of Probation

8.3.3.1 The probationary period shall be extended if the employee has missed all or any portion of at least ten (10) regularly scheduled shifts (or their day equivalent) to ensure a full twelve (12) months of service to the District. Written notice of the extension shall be provided to the employee and the Association.

8.3.3.2 The extension shall not exceed the number of shifts/days in which the probationer was absent (this number shall be rounded to the next higher whole number in case of partial shift/day absences). Pre-approved vacation or holiday shall not trigger this provision.

8.4 At any time during the probationary period, with or without cause, the District may terminate the appointment in the position. The District is not required to give a statement of reasons for the termination of the appointment to the employee.

8.5 At any time a former Association unit member in a higher classification outside the bargaining unit, in the discretion of the employer, does not complete probation for a promotional position, other than for cause, the employee shall have the right to return to the position in the Association unit that he/she previously held permanent status as defined by section 8.2 of this MOU. Such employee may displace any Association unit member with lower seniority.

ARTICLE 9
Salaries

9.1 Salary Schedule

9.1.1 Effective January 1, 2023, each bargaining unit member shall be paid in accordance with his/her placement on Exhibit "A" titled "Schedule of Classifications and Wage Rate."

9.2 Out-of-Class Pay

9.2.1 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.

9.2.2 For all unit members hired 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).

9.3 Day Assignment

9.3.1 Any 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.

9.4 Longevity

9.4.1 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.

9.4.2 This sum shall be paid in equal increments over 26 pay periods throughout the year.

9.4.3 Longevity pay is based on years of service with South Placer Fire District – volunteer, part-time or full-time.

9.4.4 For purposes of receiving longevity pay, a unit member shall be credited with that date mutually agreed upon between the District and the Association.

9.5 Deferred Compensation:

9.5.1 The District will provide fifty-dollar (\$50) monthly deferred compensation match to an employee paid fifty-dollar (\$50) contribution either new or existing.

9.6 Paramedic Stipend

9.6.1 Unit members that are willing to render paramedic services, maintain paramedic licensure and accreditation as either a condition of employment or voluntarily agree to be assigned by the District to provide ALS care shall receive the following monthly paramedic pay incentive:

9.6.2 Battalion Chiefs - \$300 per month.

9.7 Step Movement

9.7.1 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 Deputy Chief for step advancement.

9.8 Unless stated otherwise, all changes in this MOU affecting payroll will occur on the first day of the pay period closest the effective date.

ARTICLE 10

Educational Incentive

10.1 Incentive Amounts

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

10.1.1.1 Four percent (4.0%) for an AA/AS degree.

10.1.1.2 Six percent (6.0%) for a BA/BS degree.

10.1.1.3 Two percent (2.0%) Fire Officer.

10.1.1.4 Two percent (2.0%) Chief Officer.

10.2 Cumulative

10.2.1 Incentives may be accumulated to a total of twelve percent (12%).

10.3 Applied to Base Salary

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

10.4 Application Process and General Provisions

10.4.1 A unit member shall initiate the process by filing a request with the Personnel Officer.

10.4.2 Unless approved in advance by the Fire Chief (in writing), credit shall only be given for course work that was completed by the bargaining unit member on his/her own time and at his/her own expense.

10.4.3 An educational incentive shall commence at the beginning of the month following approval by 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.

10.4.4 All degrees shall be from a college or university accredited by an accrediting organization recognized by the U.S. Department of Education.

ARTICLE 11

Uniform Allowance

11.1 Annual Allowance

- 11.1.1 Each unit member shall receive an annual uniform allowance of one thousand dollars (\$1,000.00). For PEPRAs employees, this annual uniform allowance is not “pensionable compensation” for CalPERS as defined by Government Code section 7522.04(f). Effective January 1, 2024 payment shall be made with the unit member’s regular paycheck in equal payments each pay period.
- 11.1.2 Effective January 1, 2023, the District shall provide employees hired after January 1, 2020 a one-time payment of one thousand dollars (\$1000) to be used to purchase a Class A uniform.
- 11.1.3 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.

ARTICLE 12

Vacation Leave

12.1 Purpose

- 12.1.1 The purpose of vacation leave is 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.

12.2 Accrual By 24 Hour Shift Unit Members

- 12.2.1 Each 24 Hour Shift unit member shall accrue paid vacation leave as follows:

Service Category	Monthly Accrual	Pay Period Accrual	Shift/Year Equivalent	Maximum Accrual
0 – 60 months	13.26 hrs	6.12 hrs/pp	6.63 shifts	318.24 hrs
61 – 120 months	17.93 hrs	8.27 hrs/pp	8.97 shifts	430.32 hrs
121 months and thereafter	22.59 hrs	10.42 hr/pp	11.30 shifts	542.16 hrs

12.3 Use of Vacation

- 12.3.1 An employee may elect to schedule all, or any part, of his/her earned vacation.
- 12.3.2 Subject to the limitation set forth below, any accrued vacation not scheduled and used may be carried forward to the next year.
 - 12.3.2.1 No employee may have credited to his/her account on any December 31st, more than two times (2x) the employee’s annual vacation accrual rate. Maximum accrual of vacation hours may not exceed the

employee's annual maximum accrual rate as specified in section 12.2 and an employee will stop earning and accruing vacation hours while the employee's accrual remains at or above the maximum allowed under section 12.2.

12.3.3 Effective January 1, 2023, an employee shall be credited 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.

12.3.4 Beginning January 1, 2024, and thereafter, employees will earn vacation hours as accrued per pay period under section 12.2

12.4. Vacation Accrual Date

12.4.1 Each employee's hire date, for vacation accrual purposes, shall be that date on which he/she became a full-time employee of the District.

12.5 Bidding

12.5.1 Vacations shall be open to bid, during the month of November, for the coming calendar year. The Association shall be responsible for conducting the annual vacation bid and shall submit the results of the bid to the Fire Chief or his/her designee by November 15th.

12.5.2 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.

12.5.1.1 Vacation bids shall operate in order of seniority per Article 6.

12.5.1.2 It is the responsibility of each employee to select their vacation(s) expeditiously in a single round. All bidding shall be completed by November 15th. An employee may bid one (1) vacation which shall be for no more than ten (10) consecutive shifts.

12.5.3 If more than one bargaining unit member is on vacation, the less senior unit member must obtain approval from the District for any overlapping period.

12.5.3.1 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.

12.5.3.2 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.

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

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

12.6 Requests During the Year

12.6.1 A written request to utilize vacation, other than as specified in 12.5, shall be processed on a first received basis. Except in extraordinary circumstances, such vacation requests shall be submitted at least seven (7) days prior to the commencement of the requested shift(s).

12.6.1.1 Leave requests during the year shall be for not less than six (6) hours. However, in no case shall an employee be allowed to take more than one (1) partial shift of vacation leave within a single twenty-four (24) hour shift.

12.6.1.2 Requests must be personally submitted, in writing, to the Fire Chief or his/her designee.

12.6.1.3 The District shall not be required to grant, but shall not unreasonably deny, any request pursuant to this sub-Article.

12.6.1.4 If the District initiates a shift change, the employee's approved vacation request will not be affected.

12.7 Vacation Buy Back

12.7.1 Any employee may sell up to 150 hours of accrued vacation 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.

ARTICLE 13

Holidays

13.1 Holiday Use

13.1.1 Effective upon ratification of the contract, unit members assigned to 24-hour shifts shall receive a six percent (6%) Holiday Pay Differential. Holiday pay shall be multiplied by the employees' salary step.

13.1.2 Holiday Pay shall be compensable for retirement (PERS) purposes.

ARTICLE 14

Sick Leave

14.1 General

14.1.1 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.

14.1.2 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:

14.1.2.1 Actual illness or injury of the employee that occurred away from the job setting.

14.1.2.2 The employee's exposure to a contagious disease.

14.1.2.3 Medical or dental appointments of employee, or employee's immediate family members, when such appointments cannot be arranged during off duty hours, and when the employee's immediate family member is incapable of independently attending such appointments.

14.1.2.4 Where the employee's medical attention to an immediate family member is required. Immediate family member is defined as the employee's mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, or father-in-law, or any person living in the employee's immediate household.

14.1.2.5 Emergency leave due to the death or imminent death of family members.

14.2 Utilization of Sick Leave

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

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

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

14.2.1.3 The District may require employees who have used three (3) or more consecutive workdays of leave for an illness or injury to submit an attending physician's statement.

14.2.1.3 Employees shall not use sick leave for disabilities determined to be job-related and compensable under workers' compensation.

14.2.1.4 An eligible employee who becomes ill or injured while on vacation may have such a 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.

14.3 Accrual

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

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

14.4 Fitness for Duty (Return to Work) Examination

14.4.1 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.

14.4.2 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.

14.5 Abuse of Sick Leave

14.5.1 When an employee uses leave for the purpose of illness or injury for more than three (3) instances during any twelve (12) month period, it may be considered as one indicator of abuse of leave. Excessive use of sick leave, and or certain patterns of use, may 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 including discipline.

14.6 FLMA/CFRA

14.6.1 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.

14.6.2 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.

14.6.3 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.

ARTICLE 15

Jury Duty Leave

15.1 Trial or Inquest Jury

15.1.1 When an employee is required to serve on trial or inquest jury duty, the employee shall be compensated for all regularly scheduled hours not worked as a result of jury service.

15.2 Jury Fees

15.2.1 Each employee shall pay the District the amount received as juror fees but shall retain any/fees received for mileage reimbursement.

ARTICLE 16

Military Leave

16.1 Active Military Duty

16.1.1 Employees obligated to serve periods of active military duty for training shall be, compensated by the District at their regular rate of compensation for normal duty hours and, days or shifts during such absence from work, up to a maximum of thirty (30) calendar days in any calendar year.

16.1.2 The number of calendar days used shall be the number of days on active duty as determined by the military orders, regardless of the employee's District duty schedule.

16.2 Required Documentation

16.2.1 Employees exercising this provision of military leave will be required to submit properly documented evidence of their call to active duty prior to such duty if for regularly scheduled training or within thirty (30) days following the conclusion of duty ordered as the result of an emergency.

16.2.2 Such documentation must be submitted through the chain of command to the personnel division.

ARTICLE 17

Maternity Leave

17.1 Notification

17.1 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.

17.1.2 The notice shall include the anticipated date of childbirth and any related medical conditions or limitations

17.2 Pregnancy Disability Leave

17.2.1 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.

17.2.2. 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.

ARTICLE 18

Health and Welfare Benefits

18.1 Insurance Benefits

18.1.1 Each bargaining unit member shall receive a District contribution for medical, dental and other insurances in accordance with Exhibit "B."

18.2 Employee Assistance Program

18.2.1 The District will maintain an Employee Assistance Program for all unit members.

18.3 Wellness Program

18.3.1 The District and the Association agree to work cooperatively during the term of this MOU to implement and maintain a long-term Wellness-Fitness Program for all uniformed members.

18.3.2 The Wellness-Fitness Program shall be generally consistent with the guidelines recommended by the current edition of the Fire services Joint Labor-Management Wellness-Fitness initiative, and as approved by the Fire Chief.

18.3.3 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 current edition of the Fire Service Joint Labor-Management Wellness-Fitness Initiative, and as approved by the fire chief.

18.3.4 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 current edition of the Fire Service Joint Labor-Management Wellness-Fitness Initiative that limits their ability to serve in their normal assignment.

18.3.5 Changes to policy or procedures shall be subject to the Meet and Confer process during the term of this MOU.

ARTICLE 19

Public Employees Retirement System

19.1 PERS Contract

19.1.1 The District agrees to provide and maintain membership in the Public Employees Retirement System (CalPERS) for the benefit of eligible employees.

19.1.2 For all unit members hired before January 1, 2013:

Formula: 3% @ age 55 formula based on single highest year used for final computation on retirement.

19.1.3 For all unit members hired on or 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)):

- Formula: 2.7% @ age 57 formula based on the annual average of the eligible unit members’ final three (3) years of compensation.

19.1.4 One hundred percent (100%) of an employee’s accumulated sick leave to be credited to years of service. No cost to employee.

19.1.5 1959 Survivor Benefit, level four (4). Employees to contribute Two Dollars (\$2.00) per month.

19.2 Employee’s Contribution

19.2.1 For all “classic” unit members hired before January 1, 2013: Each “classic” unit member shall pay one hundred percent (100%) of his/her required contribution (currently nine percent (9%)) to the Public Employees Retirement System (CalPERS). Effective immediately upon CalPERS contract amendment all “classic” units’ members hired before January 1, 2013 will pay an addition three percent (3%) cost sharing for a total of twelve percent (12%) to (CalPERS).

19.2.2 For all “new” unit members hired on or 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)):

19.2.2.1 In accordance with Government Code section 7522.30(b), employee contribution rates are set by law and adjust annually. Employees hired on or after January 1, 2013, are required to pay fifty percent (50%) of the normal cost for contributions, as determined by the CalPERS Actuarial Office. The contribution rate for 2023 has been set at thirteen percent (13%) and effective January 1, 2024, will increase to thirteen and three-quarters percent (13.75%).Future

contributions will be determined by and implemented as required by CalPERS .

19.3 Employer's Contribution Shift

19.3.1 Effective upon ratification, unit members shall be responsible for contributing 3% of the employer contribution to CalPERS.

19.3.2 Effective the date of the shift under 19.3.1, 3% shall be added to each step and column of the salary schedule set forth in Appendix "A."

19.4 Other Post-Employment Benefits (OPEB)

19.4.1 Pursuant to the Public Employees' Medical and Hospital Care Act (PEMHCA), 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.

19.4.2 For the term of this Agreement, unless changed pursuant to a reopener, the contribution by the District for OPEB shall be equal to that of active members.

19.4.3 Current unit members are required to contribute to a maximum of 5% of their base salary per year to fund the employer's portion of the OPEB fund. These contributions are mandatory. Employees are not permitted to elect in or out of participation. Employees cannot elect to vary their individual contributions nor add voluntary or elective contributions, including one-time irrevocable elections. These exclusions cover all such contributions, including and not limited to: pre-tax salary reduction contributions, Elections between cash or non-tax future benefits, and voluntary or elective contributions of the cash value of unused paid time off.

19.4.4 Employees have no claim or right to any assets held in the trust; thus, no cash out of mandatory contributions is permitted at any time.

19.4.5 These contributions will be used to fund post-retirement medical expenses of the employees as defined by federal, state, and local law as well as the California Public Employees Retirement System (CalPERS) as otherwise permitted by applicable tax provisions and Section 115 trust.

19.4.6 Current members will contribute on the following basis to a maximum and ongoing of five percent (5%) of base salary per year:

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

ARTICLE 20

Hours of Service

20.1 FLSA Pay Period

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

20.2 24-Hour Shift Employees

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

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

20.2.3 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.

20.3 Three Platoon Schedule

20.3.1 The District will maintain a 48/96 work schedule. Schedule to be as follows:

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

20.3.2 Except in extraordinary circumstances (e.g., OES Strike Teams), an employee shall not be scheduled by the District for duty for more than seventy-two (72) continuous hours. With District approval, an employee may choose to work (e.g., through shift trades, etc.) more than seventy-two (72) continuous hours.

20.3.3 Fatigue Clause: If the Deputy 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 Deputy Chief's determination shall not be arbitrary or capricious.

20.4 Mandatory Overtime

20.4.1 Mandatory overtime is an established condition of employment, and the list shall be maintained in the District's electronic payroll system.

20.5 Conversion Factor: Shift to Day

20.5.1 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).

20.5.2 The process shall be reversed (i.e. multiplied by 1.4) for a unit member moving from days to shift.

20.6 Mutual/Automatic Aid (“Portal to Portal”)

20.6.1 A unit member who is deployed on mutual/automatic aid shall be compensated for the entire time of commitment, beginning at time of initial dispatch from a District station to the time of return to a District station.

20.6.2 A unit member who is deployed on automatic/mutual aid is subject to deployment for a maximum of fourteen (14) days plus two (2) additional travel days if the incident has extended travel times from the District.

ARTICLE 21

Overtime/Extra Hours

21.1 Overtime Computation

21.1.1 Overtime hours worked will be compensated at one and one-half (1-1/2) times the employee’s regular rate of pay.

21.1.2 All overtime shall be compensable in increments of fifteen (15) minutes.

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

21.2 Minimum Overtime

21.2.1 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.

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

21.3 Strike Team Leader Assignments:

21.3.1 Strike team leader assignments shall first be offered to Chief Officers. A rotational list shall be utilized to staff assignments.

ARTICLE 22

Call Back Procedure

22.1 Purpose

22.1.1 Personnel call back is a means to maintain sufficient staffing to accomplish required work and provide an efficient emergency response.

22.1.2 The callback procedure is to be invoked for short-term absences and is not applicable to other circumstances under which a position is rendered temporarily vacant such as absences (other than holidays and approved vacation leave) greater than four (4) consecutive shifts.

22.2 Notice to the On-Duty Shift Battalion Chief

22.2.1 Any unit member who must be absent from work due to illness or personal emergency shall call the on-duty Shift Battalion Chief as soon as he/she knows that a workday will be missed.

22.2.2 Absent extraordinary circumstances, notice must be given prior to 0630 on the day that will be missed.

22.3 The on-duty Shift Battalion Chief will implement, in accordance with established protocols, the coverage plan set forth below.

22.3.1 Composition of the "coverage" list.

22.3.1.1 Except as noted under 22.1, unit members shall be given first right of refusal to work all shifts rendered temporarily vacant under this article as a Battalion Chief as they become available.

22.3.1.2 The shifts not worked by unit members under 22.3.1.1 will be available to qualified employees not in the Association's bargaining unit. The District shall determine the identity of non-unit members who are qualified to act. The identity of the actors may be changed at any time in accordance with District needs.

22.3.1.3 The Fire Chief, or designee, shall appoint to the non-bargaining unit vacancies.

22.3.2 Operation of the “Coverage” List

22.3.2.1 To the extent feasible, “Coverage” for call backs for non-unit members shall be in accordance with the Districts staffing program.

22.4 Mandatory Call Back

22.4.1 Mandatory call back is a condition of each unit member’s employment and will occur when the District determines a need for immediate staffing due to major emergencies or other unforeseen circumstances.

22.4.2 Mandatory call backs shall be made from coverage list maintained in the electronic payroll system. If ordered to report, the employee may choose to stay on the top of the list or rotate to the bottom.

22.4.3 Mandatory call backs will be made without option to the employee and the employee will respond immediately unless he/she advises the District that extraordinary circumstances exist which preclude them from reporting to work.

22.4.4 Mandatory callbacks are initiated by telephone or in person.

ARTICLE 23

Non-Discrimination

23.1 The Association hereby certifies that it has no restrictions on membership based on race, color, creed, sex, national origin, political affiliation, or other protected status under federal and/or California law.

ARTICLE 24

Payroll Deductions

24.1 The District shall continue existing payroll deductions for normal and regular monthly Association membership dues. Such deductions shall only be made if the employee has on file a current and effective authorization.

24.2 Payroll deductions may, with mutual agreement of the District and the Association, also include premiums for plans sponsored by the Association and open to all members of the bargaining unit.

ARTICLE 25

Association Activities

25.1 Posted Notices

25.1.1 The Association may place notices in each station for the purpose of communicating normal and usual Association business to the membership in locations approved by the Fire Chief.

25.2 Association Business Leave

25.2.1 A member of the Association who has been authorized by the Association President to conduct business on behalf of the Association may be released from duty without deduction in pay for activities that are mutually deemed beneficial to improving the labor and employment relationship in the District. District approval, which is required, will not be unreasonably withheld.

25.2.2 At no time shall this leave be used for matters such as the following:

- In protest of the District or any other employment/public agency.
- For an activity that does not benefit the Association and the District.
- An activity that would discredit the Association or the District.
- Personal Leave.

25.2.3 No more than one (1) unit member will be released pursuant to this section at any time without the concurrence of the Fire Chief. Sufficient advance notice is a key requirement.

ARTICLE 26

Concerted Activities

26.1 Duties are Essential

26.1.1 The duties performed by employees of the District as part of their employment pertain to and are essential to the operation of the District and the welfare of the District's citizens.

26.2 No Strike or Concerted Activity

26.2.1 During the term of this MOU, employees shall not partially or totally abstain from the performance of their duties for the District. The Association shall not call upon or authorize employees individually or collectively to engage in such activities and shall make a reasonable effort under the circumstances to dissuade employees from engaging in such activities.

26.3 No Lock-Out

26.3.1 During the term of this MOU, the District shall not cause any lockout.

26.4 Discipline

26.4.1 Those employees who individually or collectively, partially, or totally, abstain from the performance of their duties for the District or unreasonably or arbitrarily refuse or fail to respond to overtime work requirements shall be subject to disciplinary action up to and including discharge from employment.

ARTICLE 27

Shift Trades

27.1 Trade Time

27.1.1 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.

27.1.2 Trade time shall not result in additional cost to the District.

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

27.1.4 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 Deputy Chief shall be responsible, in all respects, for service to the District as outlined below:

27.1.4.1 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."

27.1.4.2 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.

27.1.4.3 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.”

27.1.4.4 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.

ARTICLE 28

Savings Provision

28.1 Any provision of this MOU which may be in conflict with any Federal or State law, regulation or executive order shall be suspended and inoperative to the extent of and for the duration of such conflict; the balance of this MOU, however, shall remain in full force and effect.

ARTICLE 29

Effect of Agreement

29.1 It is understood and agreed that the specific provisions contained in this MOU shall prevail over District policies, practices and procedures to the extent of a conflict.

ARTICLE 30

Entire Agreement

30.1 The Parties acknowledge that during the negotiations which resulted in this MOU each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of negotiations, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in the MOU.

30.2 For the duration of this MOU, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject or matter referred to, or covered in this MOU, or with respect to any subject or matter referred to, or covered in this MOU, or with respect to any subject or matter not specifically referred to, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this MOU.

ARTICLE 31

Term

31.1 Term

31.1.1 This MOU shall be effective on the date of ratification by both Parties and shall continue in full force and effect through and including December 31, 2025.

31.1.2 It shall continue thereafter from year to year unless written notice of change or termination shall be given by either party ninety (90) to one hundred twenty (120) days prior to the expiration date above or the expiration date of any year thereafter.

31.1.3 Whenever notice is given for changes, the general nature of the changes desired must be provided and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.

31.2 Modified Only In Writing

31.2.1 This MOU shall not be amended or supplemented except by agreement of the Parties which has been reduced to writing and signed by each.

ARTICLE 32

Reopeners

32.1 If at any time during the life of this MOU, 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.

32.2 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.

**South Placer Fire Protection District
District**




Mark Duerr 3/20/23
Fire Chief Date




Theresa Ryland 4/3/23
President, Board of Directors Date


**International Association of
Firefighters, Local 522, AFL-CIO**



Kelly Moretti 3/21/23
Unit Representative Date



Trevor Jamison 3/22/23
President, Local 522 Date



Dan Koontz 3/20/23
Labor Consultant/Negotiator Date

EXHIBIT A
SOUTH PLACER FIRE DISTRICT
Salary Schedule

Effective January 1, 2023
10% Wage Increase

CLASSIFICATION	STEPS				
	1	2	3	4	5
Shift Battalion Chief	\$9,169	\$9,628	\$10,109	\$10,615	\$11,145

Effective January 1, 2024
4% Wage Increase

CLASSIFICATION	STEPS				
	1	2	3	4	5
Shift Battalion Chief	\$9,536	\$10,013	\$10,513	\$11,039	\$11,591

Effective January 1, 2025
4% Wage Increase

CLASSIFICATION	STEPS				
	1	2	3	4	5
Shift Battalion Chief	\$9,917	\$10,413	\$10,934	\$11,481	\$12,055

** In the event that the compensation, benefits, or incentives are modified for other bargaining units of the District, during the term of this agreement, any increases will be realized by the Association.

EXHIBIT B
SOUTH PLACER FIRE DISTRICT
Insurance Benefits

The District shall provide insurance benefits as set forth in this Exhibit.

1. PLANS AVAILABLE

a. Medical Insurance

The District shall provide each full-time unit member, and his/her dependents, with the option of enrolling in any medical insurance plan available through its contract with the Health Division of PERS.

b. Dental Insurance

Each full-time unit member, and his/her dependents, shall enroll in the dental plan selected jointly by the District and the Association.

c. Employee Assistance Program

The District shall provide each full-time unit member with access to the Employee Assistance Program selected jointly by the District and the Association. The District shall pay the monthly premium for this plan; in no case, however, shall the District's obligation exceed the monthly dollar cost for this program for June 2011.

2. IRC SECTION 125 PLAN

a. IRC Section 125 Plan

1) The District shall maintain an IRC Section 125 Plan for the benefit of its employees.

2) Monthly IRC Section 125 plan costs, if any, shall be borne by employees. The District shall "fund" an employee's 125 Plan account with a monthly amount as follows:

- Effective January 1, 2022 -- \$1,600 per month
(\$858 is allocated to medical plan; additional \$50.00 to be allocated to dental and vision plans)

3) Effective January 1, 2023, the District will contribute 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 towards contributions for medical.

b. Payroll Deduction

- 1) Any employee who is enrolled in one or more of the plans set forth above which costs more than the District's required specific monthly contribution is required to sign a payroll deduction form and pay the monthly difference by payroll deduction.
- 2) Failure to execute a payroll deduction form will result in immediate cancellation of insurance for non-payment of premiums.