

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
SOUTH PLACER FIRE PROTECTION DISTRICT
and
SACRAMENTO AREA FIREFIGHTERS
LOCAL 522, I.A.F.F. (AFL-CIO)
SOUTH PLACER UNIT**

**TERM OF AGREEMENT
January 1, 2023 through December 31, 2025**

Table of Contents

MEMORANDUM OF UNDERSTANDING 1
WITNESSETH that: 1

ARTICLE 1 1
Preamble 1

ARTICLE 2 1
Recognition 1

ARTICLE 3 1
Continuation of Benefits 1

ARTICLE 4 2
Management Rights 2

ARTICLE 5 3
Employee Rights 3

ARTICLE 6 4
Grievance Procedure 4

ARTICLE 7 6
Seniority 6

ARTICLE 8 7
Layoff 7

ARTICLE 9 8
Employee Status 8

ARTICLE 10 9
Salaries 9

ARTICLE 11 11
Educational Incentive 11

ARTICLE 12 12
Uniform Allowance 12

ARTICLE 13 12
Emergency Medical Technician/Paramedic 12

ARTICLE 14 13
Vacation Leave 13

ARTICLE 15 16
Holidays 16

ARTICLE 16 17
Sick Leave 17

ARTICLE 17 **19**
 Jury Duty Leave 19

ARTICLE 18 **19**
 Military Leave 19

ARTICLE 19 **20**
 Maternity Leave 20

ARTICLE 20 **20**
 Health and Welfare Benefits 20

ARTICLE 21 **21**
 Public Employees’ Retirement System 21

ARTICLE 22 **23**
 Hours of Service 23

ARTICLE 23 **24**
 Staffing Rotations 24

ARTICLE 24 **25**
 Overtime/Extra Hours 25

ARTICLE 25 **25**
 Non-Discrimination 25

ARTICLE 26 **26**
 Payroll Deductions 26

ARTICLE 27 **26**
 Association Activities 26

ARTICLE 28 **27**
 Concerted Activities 27

ARTICLE 29 **27**
 Required Driver’s License 27

ARTICLE 30 **28**
 Shift Trades 28

ARTICLE 31 **29**
 Program Coordinator 29

ARTICLE 32 **29**
 Savings Provision 29

ARTICLE 33 **29**
 Effect of Agreement 29

ARTICLE 34 **29**
 Entire Agreement 29

ARTICLE 35 **30**
 Term 30

EXHIBIT A..... 32
EXHIBIT B..... 35

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“MOU”) is by and between the SOUTH PLACER FIRE DISTRICT (“District”) and the SACRAMENTO AREA FIREFIGHTERS LOCAL 522, I.A.F.F. (AFL-CIO) (“Association”). District is a public agency as defined in Section 3501(c) of Chapter 10 of Division 4 of Title 1 of 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 the 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

Preamble

- 1.1 The Parties acknowledge the provisions of Chapter 10 (Sections 3500, et seq.) of Division 4 of Title 1 of the Government Code of the State of California, known as the “Meyers-Milias-Brown Act,” but neither Party will utilize the grievance procedure contained in this MOU to challenge any alleged violation of the Act.

ARTICLE 2

Recognition

- 2.1 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”.
- 2.2 This MOU only applies to those employees of the District for whom the Association is the established “Exclusive Representative.”

ARTICLE 3

Continuation of Benefits

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

ARTICLE 4
Management Rights

- 4.1 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.
- 4.2 These rights include, but are not limited to, the following:
- 4.2.1 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.
 - 4.2.2 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.
 - 4.2.3 The right to assign and direct the work of all employees, and to promote, transfer, layoff, and recall employees.
 - 4.2.4 The right to determine the work to be performed and the standard of productivity for such work.
 - 4.2.5 The right to determine the method and means by which operations of the District are conducted.
 - 4.2.6 The right to determine the hours of work.
 - 4.2.7 The right to use independent contractors or subcontractors to provide services when necessary.
 - 4.2.8 The right to close down and/or relocate any or all of the facilities of the District.
 - 4.2.9 The right to merge with any other district as provided by law.
 - 4.2.10 The right to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service.
 - 4.2.11 The right to transfer and assign employees among and between different jobs and classifications as required by the needs of the District.
 - 4.2.12 The right to control and regulate the use of all facilities, equipment, and other property of the District.
 - 4.2.13 The right to introduce new or improved equipment, methods, processes, or services.
 - 4.2.14 The right to adopt, implement, enforce, and modify safety rules and regulations and

policies of operation.

4.2.15 The right to determine the number, location, and operation of the various operating units and departments of the District.

4.2.16 The right to take whatever action is necessary and/or advisable to determine, manage, and fulfill the public duties and responsibilities of the District.

4.3 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 5 Employee Rights

5.1 Federal/State Law

5.1.1 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).

5.2 Discipline

5.2.1 Discipline will be governed by the Policies of the South Placer Fire District. Policies will comply to all applicable laws and standards. Any changes to the Policies related to discipline will be addressed through the “meet and confer” process.

5.3 Firefighter Bill of Rights, Government Code Sections 3250-3262

5.3.1 The South Placer Fire Protection District shall comply with the Firefighter Bill of Rights, Government Code sections 3250-3262.

5.4 Personnel File

5.4.1 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, the rebuttal/response shall also be placed in the unit member’s personnel file.

ARTICLE 6
Grievance Procedure

6.1 Grievance Defined

6.1.1 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.

6.1.2 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.

6.2 Step One

6.2.1 The initial step in processing a grievance shall be a discussion between the employee (or the employee's representative) and the Operations Chief, who will answer within fourteen (14) days.

6.2.2 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 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 (or the employee's representative) and the District's Fire Chief.

6.3 Step Two

6.3.1 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 (or the employee's representative) to the Operations Chief, who shall answer within fourteen (14) days.

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

6.3.3 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.

6.4 Step Three

- 6.4.1 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 (or the employee's representative) to the Fire Chief, who shall answer within fourteen (14) days.
- 6.4.2 This step shall be taken within fourteen (14) days of the date of the answer in Step Two.
- 6.4.3 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.

6.5 Step Four

- 6.5.1 If a grievance is not resolved in the third step, the fourth step shall be referral by the Association to mediation within twenty (20) days of the answer in Step Three.
- 6.5.2 Whenever a grievance is referred to mediation, either the Association or the District may request that the California State Mediation and Conciliation Service refer 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 and disputes.
- 6.5.3 Referral to Step Five shall not occur until the mediator has released the Parties from the mediation process.

Note: The parties will continue to explore alternatives to Step 4 that are (1) nonbinding and (2) more conducive to resolving grievances.

6.6 Step Five

- 6.6.1 If a grievance is not resolved in the fourth step, the fifth step shall be referral by the Association to the Board of Directors.
- 6.6.2 The fifth step shall be taken within twenty (20) days of the date of the answer in Step Four. The Board of Directors 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.
- 6.6.3 The decision of the Board of Directors shall be final and binding on the District, the Association, and the aggrieved employee.

6.7 General Provisions

- 6.7.1 The District and the Association shall pay the compensation and expenses of their respective appointees and witnesses in both the mediation and the hearing proceedings set forth above.
- 6.7.2 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.
- 6.7.3 Failure by the employee or the employee's representative to meet any of the aforementioned time limits as set forth in Sections 6.2, 6.3, 6.4, 6.5, or 6.6 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.
- 6.7.4 An individual employee shall have the right to present grievances to the District, and to have such grievances 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 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 1st of each year. Thereafter, it shall be posted on the 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.

7.2 Roster Placement Rules

Employees shall be placed on the Seniority Roster as follows:

- 7.2.1 Existing unit members, in accordance with their placement as it existed on July 1, 2007.
- 7.2.2 New employees, based on the date they became a bargaining unit member (see 9.2).

7.3 Breaking Ties

7.3.1 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.

7.4 Effect of a Leave

7.4.1 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.

7.4.2 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. However, such Board- approved leave in excess of twelve (12) months, resulting from either military leave or a work-related injury, shall not cause a change in seniority.

ARTICLE 8

Layoff

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

8.1.1 An employee's seniority date, for purposes of layoff, shall be as set forth in Article 7 of this MOU.

8.2 The District will give the Association a sixty (60) calendar day notice of any impending layoffs.

8.3 No layoff will adversely affect the District's ability to provide an ALS program. Of necessity, this means that less senior employees with paramedic qualifications may be retained in preference to more senior employees who are not paramedic qualified. Prior to the effective date of the layoff, the District will meet and confer with the Association on the impact and effects of the layoff.

8.4 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.

8.4.1 No new employee shall be hired until the laid-off employee has been given the opportunity to return to work.

8.4.2 An employee in layoff status must maintain all applicable certificates and standards to be eligible for rehire.

8.5 The seniority of a laid-off employee shall be adjusted (reduced) to reflect time in laid off status.

ARTICLE 9
Employee Status

- 9.1 Bargaining unit members will be designated as either regular full-time bargaining unit member or probationary full-time bargaining unit member, depending on their length of continuous service with the District.
- 9.2 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.
- 9.3 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.
- 9.3.1 A probationary employee shall receive not less than the minimum wage rate for the job, 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.
- 9.3.2 Upon completion of one (1) year of continuous full-time service with the District, a probationary employee shall be given the status of a regular full-time employee.
- 9.3.3 Extension of Probation:
- 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. 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 shall not trigger this provision.
- 9.4 All appointments of a current unit member to Captain or Engineer shall be on a probationary basis for one (1) year.
- 9.4.1 At any time during the probationary period, for any reason acceptable to the District, the District may terminate the appointment. Cause is not required, and the District is not required to give a statement of reasons to the employee.
- 9.4.2 If an appointment is terminated during the probationary period, except for a reason which warrants discipline, the employee shall be returned either to the employee's previous classification and wage rate or to some other classification that is mutually satisfactory to both the employee and the District.
- 9.5 At any time, a former 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 bargaining unit in which he/she previously held permanent status as defined by section 9.2 of this MOU. Such employee may displace any bargaining unit member with lower seniority.

ARTICLE 10

Salaries

10.1 Salary Schedule

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

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 Day Assignment

10.3.1 An 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 their designee), shall receive a ten percent (10%) salary increase for the duration of the assignment.

10.3.1.1 This pay is only applicable to assignments of fourteen (14) consecutive working days or more.

10.3.1.2 This pay is not applicable to non-voluntary assignments.

10.4 Longevity Pay

10.4.1 Effective July 1, 2014, Association members shall be entitled to receive longevity pay in the amount equal to one percent (1%) of the member's base salary after every five (5)

years of service with the South Placer Fire District.

10.4.2 Longevity pay will be compensated beginning the year after accrual, e.g., the compensation for one percent (1%) will commence beginning the sixth year.

10.4.3 Eligible Association members shall receive annual longevity pay in accordance with the schedule set forth in Article 10.4.1. The sum shall be paid in equal increments over twenty six (26) pay periods throughout the year

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

10.5 Deferred Compensation

10.5.1 The District will provide fifty dollars (\$50) deferred compensation employer match to an employee paid fifty dollars (\$50) contribution either new or existing.

10.6 Paramedic Stipend

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

10.6.2 Firefighter – Five hundred and Fifty Dollars (\$550) plus two percent (2%) of top-step firefighter base pay in accordance with Exhibit “A” titled “Salary Schedule.

10.6.3 Engineer – Five Hundred and Fifty dollars (\$550) per month.

10.6.4 Fire Captain – Three Hundred dollars (\$300) per month.

10.6.5 If a Fire Captain is assigned to the relief pool or is assigned as a primary and only medic at an ALS station, that Paramedic Fire Captain shall receive Five Hundred and Fifty dollars (\$550) per month provided the assignment is ninety (90) days or greater.

10.6.6 A Paramedic may be assigned through Planned Rotation, as defined under Article 23.1, or Management Action, Article 4.2.11.

10.7 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 standards” or greater and is approved by the Personnel Officer for step advancement.

ARTICLE 11
Educational Incentive

11.1 Incentive Amounts

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

11.1.1 Four percent (4.0%) for an AA/AS degree;

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

11.1.3 Two percent (2%) for a Fire Officer Certification

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

11.2 Cumulative

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

11.3 Applied to Base Salary

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

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 work 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.

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). For PEPRA employees, this annual uniform allowance is not “pensionable compensation” for CalPERS as defined by Government Code section 7522.04(f).
- 12.1.2 Beginning January 1, 2024, payment shall be made with the unit member’s regular paycheck in equal payments each pay period.

12.2 Initial Employment

- 12.2.1 Upon initial employment, each unit member shall receive the full annual uniform allowance of one thousand dollars (\$1000).
- 12.2.2 During the following January, such unit members will 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. This payment will be made to the unit’s regular paycheck in equal payments each pay period.
- 12.2.3 All new employees hired after January 1, 2023, will receive a one-time payment of one thousand dollars (\$1000) to be used towards the purchase of a Class A Uniform upon successful completion of probation.

12.3 Class A Uniform

- 12.3.1 The District will provide a one-time payment of one thousand dollars (\$1000) to all members hired on or after January 1, 2020, to be used towards the purchase of a class A Uniform. This payment will not be considered pensionable compensation.

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 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 provide for re-certification training of the Handtevy Pediatric Treatment program (or PALS), and Advanced Cardiac Life Support (ACLS) as required by the Local Emergency Medical Services Agency (LEMSA)

13.2.1.2 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.

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

13.3 CPR

13.3.1 All unit members 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.

**ARTICLE 14
Vacation Leave**

14.1 Purpose

14.1.1 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.

14.2 Accrual By 24 Hour Shift Unit Members

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

Service Category	Monthly Accrual	Pay Period Accrual	Shifts/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 hrs/pp	11.30 shifts	542.16 hrs

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 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 14.2 and an employee will stop earning and accruing vacation hours while the employee's accrual remains at or above the maximum allowed hours under section 14.2.

14.3.3 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.

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

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

14.5 Bidding

14.5.1 Vacations shall be open to 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 or will not have accrued on the date that the vacation would occur. The Association shall conduct the annual vacation bid and submit the results of the bid to the Fire Chief or his/her designee by November 25th.

14.5.2 Each employee who bids vacation 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.

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

14.5.3 It is the responsibility of each employee to select their vacation(s) expeditiously in each

round. All bidding shall be completed by November 15th.

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

14.5.3.2 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.

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

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

14.5.4.1 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.

14.5.4.2 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.

14.5.5 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 program manager.

14.5.5.1 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 canceled or modified by the employee unless the shift has not been filled on the Districts staffing program.

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

14.6 Requests During the Year

14.6.1 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 (with regards to 14.5) on a first-come, first-served basis except that:

14.6.2 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.).

14.6.2.1 There shall be no exceptions to these four options.

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

14.7.1 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 15 Holidays

15.1 Non-Shift Unit Members

15.1.1 Unit members not assigned to a twenty-four (24) hour shift shall receive the thirteen (13) paid holidays set forth below each year.

15.2 Shift Unit Members

15.2.1 Unit members assigned to a twenty-four (24) hour shift shall receive a six percent (6%) Holiday Pay differential. Holiday Pay shall be multiplied by the employee's current salary step. Holiday Pay shall be compensable for retirement (PERS) purposes.

15.3 Paid Holiday

15.3.1 Listed below are the thirteen (13) District holidays that parallel county holidays:

New Year's Day	Admission Day
Washington's Birthday	Veterans Day
Lincoln's Birthday	Thanksgiving
Memorial Day	Day after Thanksgiving
4th 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.

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

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 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.

16.1.2.4 Where the employee's medical attention to an immediate family member is required. An 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.

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

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 purposes of this Article.

- 16.2.1.2 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.
- 16.2.1.3 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.
- 16.2.1.4 Employees shall not use sick 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 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.

16.3 Accrual

- 16.3.1 Unit members accrue sick leave on the basis of bi-weekly payrolls.
- 16.3.2 Shift employees shall receive seven (7.0) shifts per year, fourteen (14.0) hours per month.

16.4 Fitness for Duty (Return to Work) Examination

- 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 be advised whether the employee is, or is not, fit for duty.
- 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.

16.5 Abuse of Sick Leave

- 16.5.1 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.
- 16.5.2 Excessive use of sick leave and/or certain patterns of use may be evidence of abuse of sick leave.
- 16.5.3 If the District identifies conditions that it believes constitute abuse, it will meet with the employee to review the circumstances.
- 16.5.4 If the condition does not improve, the employee will be subject to appropriate corrective measures identified in the District policy, including discipline.

16.6 Catastrophic Leave

16.6.1 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.

16.7 FLMA or CFRA

16.7.1 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.

16.7.2 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

16.7.3 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 17
Jury Duty Leave

17.1. Trial or Inquest Jury

17.1.1 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.

17.2 Jury Fees

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

ARTICLE 18
Military Leave

18.1 Active Military Duty

18.1.1 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. 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.

18.2 Required Documentation

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

**ARTICLE 19
Maternity Leave**

19.1 Notification

19.1.1 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 thirty (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.

19.2 Pregnancy Disability Leave

19.2.1 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.

**ARTICLE 20
Health and Welfare Benefits**

20.1 Insurance Benefits

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

20.2 Employee Assistance Program

20.2.1 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

20.3.1 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. 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.

20.3.2 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.

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

ARTICLE 21

Public Employees' Retirement System

21.1 PERS Contract

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

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

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

21.1.3 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.

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

21.1.5 1959 Survivor Benefit, level two (2). Employees to contribute Two Dollars (\$2.00) per month.

21.2 Employee's Contribution

21.2.1 For all "classic" unit members hired before January 1, 2013: Each unit member shall pay one hundred percent (100%) of his/her required contribution (currently nine percent (9%)) and an additional three percent (3%) cost sharing for a total of twelve percent (12%) to CalPERS.

21.2.2. 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 per cent (13.75%). Future contributions will be determined by and implemented as required by CalPERS.

21.3 Other Post-Employment Benefits (OPEB)

21.3.1 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.

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

21.3.3 Current unit members are required to contribute 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.

21.3.4 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.

21.3.5 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.

21.3.6 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%)

21.3.7 New unit members will contribute one percent (1%) of their base salary per year of employment each year for the first five (5) years of employment to the employer portion of the Section 115 Trust for OPEB. The unit member’s contribution to the Section 115 Trust for OPEB will reach a maximum of five percent (5%) of their annual base salary. 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.

ARTICLE 22
Hours of Service

22.1 FLSA Pay Period

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

22.2 24 Hour Shift Employees

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

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

22.2.3 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.

22.3 Three Platoon Schedule

22.3.1 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)

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 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 Battalion Chiefs' determination shall not be arbitrary or capricious.

22.4 Consecutive Holidays

22.4.1 The days of December 24th and 25th are considered Holidays.

22.4.2 In the event a mandatory callback would place an employee on both December 24th and December 25th, that employee will be passed over on the mandatory list.

22.5 Mandatory Overtime

22.5.1 Mandatory overtime is an established condition of employment.

22.6 Conversion Factor: Shift to Day

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

ARTICLE 23
Staffing Rotations

23.1 Planned Rotations

23.1.1 The Association will form and maintain a Staffing Rotation Committee.

23.1.2 Station requests will be forwarded to the Committee.

23.1.3 Requests will be submitted bi-annually on even numbered years and staffing rotations will occur starting the first full pay period in January of odd numbered years.

23.1.4 Requests for transfer will be open October first and will close November first.

23.1.5 Conflicts between employees will be settled by time in rank.

23.1.6 The Committee will recommend a final rotation plan to the Personnel Officer for consideration. The Personnel Officer will then meet with the Staffing Rotation Committee to discuss any District needs or changes.

23.2 Vacancy Bidding

23.2.1 When a permanent shift vacancy occurs (i.e. retirement, promotion, demotion, termination, resignation, etc.) between regular staffing rotations, the District will accept bid requests from employees for a period of two (2) weeks.

23.2.2 The decision on who moves will be based on the current seniority list (time in rank).

23.2.3 There will be one (1) follow up bid process that is intended to allow for one (1) more movement of senior personnel into the spot vacated by the initial move.

23.3 Management Actions

23.3.1 Notwithstanding anything in this Article, the Fire Chief (or designee) shall make the final decision. If District needs are invoked, the District will provide the Association with a statement of needs.

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 regular rate of pay. This shall not affect the District's application of FLSA to the "hours worked" requirement.

24.1.2 All overtime shall be compensable in 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 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 governed by the District procedure manual. Development and amendments to the policies affecting overtime and staffing will be conducted through the "meet and confer" process.

ARTICLE 25
Non-Discrimination

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

ARTICLE 26
Payroll Deductions

- 26.1 The District shall continue payroll deductions for regular monthly Association membership dues. Such deductions shall only be made if the employee has a current and effective authorization on file.
- 26.2 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 27
Association Activities

- 27.1 Posted Notices
- 27.1.1 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.
- 27.2 Leave for Negotiations
- 27.2.1 Members of the Association shall be granted leave for the purpose of negotiating terms of an agreement to the extent required by law.
- 27.3 Leave for Grievance Meetings/Hearings
- 27.3.1 Members of the Association (no more than two [2]) shall be granted leave from duty with full benefits for all meetings and hearings between the District and the Association for the purpose of resolving a grievance when such meetings or hearings take place at a time during which such member is scheduled to be on duty. Such release time shall include two (2) hour before and one (1) hour after the formal meeting for preparation purposes.
- 27.4 Association Business Leave
- 27.4.1 Subject to 28.4.3, 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.
- 27.4.2 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.

27.4.3 No more than two (2) unit members 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 28 Concerted Activities

28.1 Duties are Essential

28.1.1 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.

28.2 No Strike or Concerted Activity

28.2.1 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.

28.3 No Lock-Out

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

28.4 Discipline

28.4.1 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 29 Required Driver's License

29.1 DMV Fees for Renewal

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

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.

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 an additional cost to the District. See 30.1.4 below.

30.1.3 Any substitution pursuant to this Section requires the 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.

ARTICLE 31
Program Coordinator

31.1 Program Coordinator

31.1.1 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.

31.1.2 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.

31.1.2.1 IT Manager

31.1.3 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.

ARTICLE 32
Savings Provision

32.1 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 33
Effect of Agreement

33.1 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, and that in the absence of specific provisions in this MOU, such policies, practices, and procedures are discretionary.

ARTICLE 34
Entire Agreement

34.1 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.

34.2 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 35

Term

35.1 Term

35.1.1 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.

35.1.2 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.

35.1.3 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.

35.2 Reopeners

35.2.1 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 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.

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

35.3 Modified Only In Writing

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

EXHIBIT A

SOUTH PLACER FIRE PROTECTION DISTRICT
Salary Schedule

SOUTH PLACER FIRE DISTRICT
SALARY SCHEDULE
Effective 1/1/2023

Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Admin. Asst./	Monthly	6,240	6,552	6,880	7,224	7,585
Fire Inspector 1	Annual	74,881	78,625	82,557	86,684	91,019
	Hourly	36.0006	37.8006	39.6907	41.6752	43.7590
Battalion Chief	Monthly	9,169	9,628	10,109	10,615	11,145
Shift	Annual	110,031	115,533	121,309	127,375	133,744
	Hourly	37.7854	39.6747	41.6584	43.7413	45.9284
Captain	Monthly	7,915	8,311	8,727	9,163	9,621
	Annual	94,983	99,732	104,718	109,954	115,452
	Hourly	32.6177	34.2485	35.9610	37.7590	39.6470
Deputy Chief	Monthly	12,279	12,893	13,538	14,215	14,926
	Annual	147,352	154,720	162,456	170,578	179,107
	Hourly	70.8424	74.3845	78.1037	82.0089	86.1093
Division Chief	Monthly	10,613	11,143	11,700	12,286	12,900
Training	Annual	127,352	133,720	140,406	147,426	154,798
EMS	Hourly	61.2271	64.2884	67.5029	70.8780	74.4219
CRR						
Engineer	Monthly	6,837	7,179	7,538	7,915	8,310
	Annual	82,044	86,147	90,454	94,977	99,726
	Hourly	28.1746	29.5833	31.0625	32.6156	34.2464
Firefighter	Monthly	5,905	6,200	6,510	6,836	7,178
	Annual	70,860	74,403	78,123	82,029	86,130
	Hourly	24.3336	25.5503	26.8278	28.1692	29.5777
Fire Chief	Monthly	14,215	14,926	15,672	16,456	17,279
	Annual	170,582	179,111	188,067	197,470	207,344
	Hourly	82.0107	86.1113	90.4168	94.9377	99.6846
Business Manager	Monthly	9,456	9,929	10,426	10,947	11,494
	Annual	113,477	119,151	125,109	131,364	137,932
	Hourly	54.5564	57.2843	60.1485	63.1559	66.3137
Apprentice	Monthly	4,420				
Mechanic	Annual	53,040				
	Hourly	25.5000				
Journeyperson	Monthly	7,029	7,380	7,749	8,137	8,544
Mechanic	Annual	84,346	88,563	92,991	97,641	102,523
	Hourly	40.5509	42.5785	44.7074	46.9428	49.2899
Apprentice Firefighter	Monthly	3,761				
	Annual	45,136				
	Hourly	15.5000				
District Secretary	Monthly	7,264	7,628	8,009	8,409	8,830
	Annual	87,173	91,531	96,108	100,913	105,959
	Hourly	41.9100	44.0055	46.2058	48.5161	50.9419

**SOUTH PLACER FIRE DISTRICT
SALARY SCHEDULE
4% COLA Effective 1/1/2024**

Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Admin. Asst./	Monthly	6,490	6,814	7,155	7,513	7,888
Fire Inspector 1	Annual	77,877	81,770	85,859	90,152	94,659
	Hourly	37.4406	39.3127	41.2783	43.3422	45.5093
Battalion Chief	Monthly	9,536	10,013	10,513	11,039	11,591
Shift	Annual	114,432	120,154	126,162	132,470	139,093
	Hourly	39.2968	41.2617	43.3248	45.4910	47.7655
Captain	Monthly	8,232	8,643	9,076	9,529	10,006
	Annual	98,782	103,721	108,907	114,352	120,070
	Hourly	33.9224	35.6185	37.3994	39.2694	41.2328
Deputy Chief	Monthly	12,771	13,409	14,079	14,783	15,523
	Annual	153,246	160,909	168,954	177,402	186,272
	Hourly	73.6761	77.3599	81.2279	85.2892	89.5537
Division Chief	Monthly	11,037	11,589	12,169	12,777	13,416
Training	Annual	132,446	139,069	146,022	153,323	160,989
EMS	Hourly	63.6762	66.8600	70.2030	73.7131	77.3988
CRR						
Engineer	Monthly	7,111	7,466	7,839	8,231	8,643
	Annual	85,326	89,593	94,072	98,776	103,715
	Hourly	29.3016	30.7667	32.3050	33.9203	35.6163
Firefighter	Monthly	6,141	6,448	6,771	7,109	7,465
	Annual	73,694	77,379	81,248	85,310	89,575
	Hourly	25.3070	26.5723	27.9009	29.2960	30.7608
Fire Chief	Monthly	14,784	15,523	16,299	17,114	17,970
	Annual	177,406	186,276	195,590	205,369	215,638
	Hourly	85.2912	89.5557	94.0335	98.7352	103.6720
Business Manager	Monthly	9,835	10,326	10,843	11,385	11,954
	Annual	118,016	123,917	130,113	136,619	143,450
	Hourly	56.7387	59.5756	62.5544	65.6821	68.9662
Apprentice	Monthly	4,597				
Mechanic	Annual	55,162				
	Hourly	26.5200				
Journeyman	Monthly	7,310	7,675	8,059	8,462	8,885
Mechanic	Annual	87,720	92,106	96,711	101,547	106,624
	Hourly	42.1730	44.2816	46.4957	48.8205	51.2615
Apprentice Firefighter	Monthly	3,761				
	Annual	45,136				
	Hourly	15.5000				
District Secretary	Monthly	7,555	7,933	8,329	8,746	9,183
	Annual	90,660	95,193	99,952	104,950	110,198
	Hourly	43.5864	45.7657	48.0540	50.4567	52.9796

**SOUTH PLACER FIRE DISTRICT
SALARY SCHEDULE**

4% COLA Effective 1/1/2025

Classification		Step 1	Step 2	Step 3	Step 4	Step 5
Admin. Asst./	Monthly	6,749	7,087	7,441	7,813	8,204
Fire Inspector 1	Annual	80,992	85,041	89,293	93,758	98,446
	Hourly	38.9383	40.8852	42.9294	45.0759	47.3297
Battalion Chief	Monthly	9,917	10,413	10,934	11,481	12,055
Shift	Annual	119,010	124,960	131,208	137,769	144,657
	Hourly	40.8687	42.9121	45.0578	47.3106	49.6762
Captain	Monthly	8,561	8,989	9,439	9,911	10,406
	Annual	102,733	107,870	113,263	118,927	124,873
	Hourly	35.2793	37.0432	38.8954	40.8402	42.8822
Deputy Chief	Monthly	13,281	13,945	14,643	15,375	16,144
	Annual	159,376	167,345	175,712	184,498	193,723
	Hourly	76.6231	80.4543	84.4770	88.7008	93.1359
Division Chief	Monthly	11,479	12,053	12,655	13,288	13,952
Training	Annual	137,744	144,632	151,863	159,456	167,429
EMS	Hourly	66.2232	69.5344	73.0111	76.6617	80.4947
CRR						
Engineer	Monthly	7,395	7,765	8,153	8,561	8,989
	Annual	88,739	93,176	97,835	102,727	107,863
	Hourly	30.4737	31.9973	33.5972	35.2771	37.0409
Firefighter	Monthly	6,387	6,706	7,041	7,394	7,763
	Annual	76,642	80,474	84,497	88,722	93,158
	Hourly	26.3193	27.6352	29.0170	30.4678	31.9912
Fire Chief	Monthly	15,375	16,144	16,951	17,799	18,689
	Annual	184,502	193,727	203,413	213,584	224,263
	Hourly	88.7028	93.1380	97.7949	102.6846	107.8188
Business Manager	Monthly	10,228	10,739	11,276	11,840	12,432
	Annual	122,737	128,874	135,318	142,084	149,188
	Hourly	59.0082	61.9587	65.0566	68.3094	71.7249
Apprentice Mechanic	Monthly	4,781				
	Annual	57,368				
	Hourly	27.5808				
Journeyman Mechanic	Monthly	7,602	7,982	8,382	8,801	9,241
	Annual	91,229	95,790	100,579	105,608	110,889
	Hourly	43.8599	46.0529	48.3555	50.7733	53.3120
Apprentice Firefighter	Monthly	3,761				
	Annual	45,136				
	Hourly	15.5000				
District Secretary	Monthly	7,857	8,250	8,663	9,096	9,550
	Annual	94,286	99,000	103,950	109,148	114,605
	Hourly	45.3299	47.5964	49.9762	52.4750	55.0988

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 and Vision Insurance

Each full-time unit member, and his/her dependents, shall enroll in the dental and vision plans 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.
- 3) The District shall "fund" an employee's 125 Plan account with a monthly "base" amount of :
 - \$1,600.00. Of this amount,
 - \$858 is allocated as the District's specific maximum employer contribution to the District's PERS medical benefit plan.
 - \$50.00 is specifically allocated to the dental plan.
 - \$50 is specifically allocated to the vision plan
 - Any residual between the \$1000 and the above amounts is

allocated to the supplemental plan set forth below.

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.

c. Supplemental Plan Credit

- 1) Effective January 1, 2023, the District shall provide an additional \$100 per month supplemental plan credit per employee to be used by active employees for any benefit covered, and allowable, under the IRC 125 plan.
- 2) Effective January 1, 2024, this supplemental plan credit shall increase to \$200 per month.
- 3) Effective January 1, 2025, this supplemental plan credit shall increase to \$300 per month.