



Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway, Sacramento, CA 95827-3006
www.srfecc.ca.gov

9:00 a.m.

Tuesday, June 29, 2021

SPECIAL MEETING OF THE GOVERNING BOARD OF SRF ECC

8820 Elk Grove Blvd. – Board Room

Elk Grove, CA 95624

Public Remote Access at:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 916-245-8065](tel:+19162458065),769557938# United States, Sacramento

Phone Conference ID: 769 557 938#

The Board will convene in open session at 10:00 a.m.

Call to Order

Chairperson

Roll Call of Member Agencies

Clerk of the Board

Primary Board Members

Chris Costamagna, Chairperson

Tyler Wagaman, Vice Chairperson

Troy Bair, Board Member

Chad Wilson, Board Member

Deputy Chief, Sacramento Fire Department

Deputy Chief, Sacramento Metropolitan Fire District

Deputy Chief, Cosumnes Fire Department

Division Chief, Folsom Fire Department

Pledge of Allegiance

AGENDA UPDATE: An opportunity for Board members to (1) reorder the agenda; and (2) remove agenda items that are not ready for presentation and/or action at the present Board meeting.

PUBLIC COMMENT: An opportunity for members of the public to address the Governing Board on items on the Agenda. Duration of comment is limited to three (3) minutes.

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Phone Conference ID: 769 557 938#

Please Note:

The Public's health and well-being are the top priority for the Board of Directors ("Board") of Sacramento Regional Fire/EMS Communications Center and therefore, because of the potential threat of COVID-19 (Coronavirus), public access to this meeting will be available through the link set forth above.

* INDICATES NO ATTACHMENT

PRESENTATION:

None

RECESS TO CLOSED SESSION:

1. PERSONNEL ISSUES*

Pursuant to California Governing Code Section 54957

a. Employee Evaluation: Executive Director

2. CONFERENCE WITH LABOR NEGOTIATOR*

Pursuant to Government Code Section 54957.6

Center Negotiator(s)	Lindsay Moore, Counsel Ty Bailey, Executive Director
Employee Organization(s)	Teamsters Local 150 Teamsters Local 856 Unrepresented Administrators

RECONVENE TO OPEN SESSION AT ESTIMATED TIME: 12:00 p.m.

ACTION ITEMS:

1. Approval of Extension of Agreement for Services of an Executive Director Between the SRFECC and Sacramento Metropolitan Fire District*
2. Approval of Contract for HR Consulting Services with CPS HR
3. Approval of Memorandum of Understanding Between Local 150 and SRFECC*
4. Approval of Memorandum of Understanding Between Local 856 and SRFECC*

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ADJOURNMENT:

The next scheduled Board Meeting is July 13, 2021.

Location: 10545 Armstrong Ave, Mather, CA 95655-4102

Time: 9:00 a.m.
Board Members, Alternates, and Chiefs

Posted at: 10230 Systems Parkway, Sacramento, CA 95827
www.srfecc.ca.gov
10545 Armstrong Ave, Mather, CA 95655-4102

DISABILITY INFORMATION:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Director’s Office at (916) 228-3070. Notification at least 48 hours prior to the meeting will enable the Center to make reasonable arrangements to ensure accessibility to this meeting.

* INDICATES NO ATTACHMENT

POSTING:

This is to certify that on June 28, 2021, a copy of the agenda was posted:

- at 10230 Systems Parkway, Sacramento, CA 95827
- at 10411 Old Placerville Rd – Suite #210, Sacramento, CA 95827
- on the Center's website which is: www.srfecc.ca.gov
- 10545 Armstrong Ave, Mather, CA 95655-4102
- 8820 Elk Grove Blvd, Elk Grove 95624

A handwritten signature in black ink that reads "Marissa Shmatovich". The signature is written in a cursive, flowing style.

Clerk of the Board

**THIRD AMENDMENT TO
AGREEMENT FOR SERVICES OF AN EXECUTIVE DIRECTOR
Between the
SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER
and the
SACRAMENTO METROPOLITAN FIRE DISTRICT**

The Sacramento Regional Fire/EMS Communications Center (“Center”) and the Sacramento Metropolitan Fire District (“Sac Metro”) are parties to an Agreement for Services of an Executive Director with a current term of January 14, 2020 through June 30, 2021, and amended effective July 1, 2020 and November 23, 2020 (“Agreement”). The Parties desire to amend the Agreement with this Third Amendment to Agreement, as set forth below (“Third Amendment”).

Paragraph 3 of the Agreement shall be revised to read:

3. Term of Agreement

a. Initial Term

The initial term of this Agreement shall commence on January 14, 2020 and shall end on June 30, 2021.

b. Extended Term

The initial term of this Agreement shall be extended and end on December 31, 2021.

The remainder of the Agreement shall remain status quo.

Dated: _____

**FOR THE SACRAMENTO REGIONAL FIRE/EMS
COMMUNICATIONS CENTER**

By: _____
Chairperson of the Board of Directors

Dated: _____

**FOR THE SACRAMENTO METROPOLITAN FIRE
DISTRICT**

By: _____

Attest: _____

I, Ty J. Bailey, agree to serve as the Executive Director, and agree to the terms and conditions as set forth in the Agreement and as amended in this Third Amendment to the Agreement.

Dated: _____

TY J. BAILEY

PROPOSAL

Sacramento Regional Fire/EMS Communications Center

Ongoing Human Resources
Consultation Services

June 24, 2021

SUBMITTED BY:

Christina Batorski Peacock
Manager, Recruitment Solutions

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
t: 916-471-3426
f: 916-561-8446
Tax ID: 68-0067209

www.cpshr.us



Your Path to Performance

June 24, 2021

S. Diane House
Deputy Director
Sacramento Regional Fire/EMS Communications Center
10230 Systems Parkway
Sacramento, CA 95827

Submitted via e-mail to dhouse@srfecc.ca.gov

Dear Ms. House,

CPS HR Consulting (CPS HR) is pleased to submit an annual renewal of services to the Sacramento Regional Fire/EMS Communications Center (SRFECC) to provide ongoing human resource consultation and support. We appreciate this opportunity to submit a proposal and look forward to partnering with SRFECC.

With a rich history of assisting government agencies with a full range of human resources services, we at CPS HR are confident that together we can provide expert solutions to meet your needs in a cost-effective manner. We have a deep bench of experts in a broad array of human resources disciplines, long-term experience providing services within the public sector, and an emphasis on quality and value that can be confirmed by our current and past clients.

CPS HR also delivers personalized results-oriented service, utilizing best practice methods and strategies from our team of experts. You will find that:

- ***We are practiced at providing exemplary and responsive service for a variety of HR services.*** CPS HR has held many contracts with local government agencies, so we know how to be responsive to your unique needs. We have the staff, expertise, and resources to provide top-notch professional audit and review services and we are also full-service HR practitioners.
- ***We bring in-depth understanding of all local government operations, programs, and services.*** CPS HR has been helping public agencies meet their human resource needs since 1985. Our team of experts includes a variety of professionals with the credentials and direct public agency experience necessary to deliver technically accurate content in an innovative and engaging manner.

We thank you for the opportunity to submit this proposal and look forward to discussing it with you at your convenience. Please feel free to contact me directly at (916) 471-3426 or by e-mail at cbpeacock@cpsshr.us.

Sincerely,



Christina Batorski Peacock
Manger, Recruitment Solutions

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About CPS HR Consulting

CPS HR Consulting (CPS HR) is an innovative, client-centered human resources and management consulting firm specializing in solving the unique problems and challenges faced by government and non-profit agencies. **As a self-supporting public agency, we understand the needs of public sector clients and have served as a trusted advisor to our clients since 1985.** CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities.

With more than 89+ full-time employees, as well as 200+ project consultants and technical experts nationwide, CPS HR delivers solutions that help public sector organizations to positively impact their communities. CPS HR is headquartered in Sacramento, California with regional offices located in Austin, TX, Atlanta, GA, and Littleton, CO. We have a wide range of project consultants located throughout Southern California.

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization’s specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of classification and compensation, organizational strategy, recruitment and selection, and training and development.

 <p>ORGANIZATIONAL STRATEGY</p> <ul style="list-style-type: none"> + Workforce Planning + Succession Planning + Performance Management + Employee Engagement + Change Management + Organizational Assessment, Redesign & Re-engineering 	 <p>TESTING, RECRUITMENT & SELECTION</p> <ul style="list-style-type: none"> + Job Analysis + Recruitment Solutions + Assessment Center Services + Executive Search + Selection Tools Development + Test Administration + Test Rental 	 <p>CLASSIFICATION & COMPENSATION</p> <ul style="list-style-type: none"> + Classification + Compensation 	 <p>TRAINING & DEVELOPMENT</p> <ul style="list-style-type: none"> + Training Courses + Training Programs + Supervisory Skills + Leadership Development + Executive Coaching + Accelerated Leader 360° Assessment™ 	 <p>GENERAL HR SERVICES</p> <ul style="list-style-type: none"> + HR On-Demand + Complaint Investigations 	 <p>LICENSING & CERTIFICATION</p> <ul style="list-style-type: none"> + Testing Services + Applicant / Candidate Management + Credential Program Management + Accreditation
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Human Resource Consultation Services

Consultation Services Assumptions

In response to the needs that you have described, we propose having one CPS HR staff assigned to provide on-going consulting to SRF ECC, as needed, from **July 1, 2021** through **June 30, 2022**.

The CPS HR staff member will work both onsite and remotely to provide best practice recommendations and assistance with the following areas:

- Recruitment Planning
- Targeted Job Analysis (Abbreviated)
- Advertising, Outreach, and Sourcing
- Recruitment and Selection
- Employee Relations
- Classification and Compensation
- Leave of Absence Management
- Relevant Employment Law Updates
- Other similar level duties

Pricing

Our approach includes providing high-level human resources expertise, advice, and consultation to assure appropriate research, analysis and professional HR perspective are utilized for all assigned duties and responsibilities.

CPS HR is proposing the level, description, and rate below.

COST SUMMARY		
Placement/Level	Description	Bill Rate
Senior HR Consultant	Consultation in all related human resources areas listed above.	\$125/hour
Project Management	Provides oversight and support to the project and assigned HR Consultant	\$135/hour

CPS HR considers this a time and materials contract and would only bill for actual hours worked on a monthly basis with a not-to-exceed annual amount of **\$20,000**. Most of the professional consulting time will be provided remotely. This will limit consultant travel expenses and we will utilize e-mail and telephone conference calls or LiveMeeting as a primary communication/meeting format. Actual out-of-pocket reimbursable expenses for such items as consultant travel, mileage, advertising, printing/copying, postage/delivery charges, and related fees, if paid by CPS HR, will be billed directly to SRF ECC for actual expenses incurred. Consultant travel time is billed at 50% of the hourly rate which would be \$62.50 per hour.

Project Staffing

CPS HR has assembled a strong and uniquely qualified team of professionals to assist SRFECC. We are committed to meeting the highest professional standards of quality; therefore, team members have been selected for their relevant experience and professional maturity in dealing with project environments such as this.

For the Ongoing Human Resources Consultation, Christina Batorski Peacock will serve as Project Manager and Debbie Gutman will serve as the Senior HR Consultant. Detailed résumés are presented below and on the following pages.

Résumés

Christina Batorski Peacock, PHR

Profile

Mrs. Peacock has over 19 years of professional and management experience in public sector Human Resources, including experience in the areas of employee recruitment and selection, compliance, labor relations, test administration, employee relations, and policy development. Specifically, Mrs. Peacock worked directly on recruitment efforts for entry-level Police Officer and entry-level Firefighter as well as sworn and uniform promotional recruitments with the City of Chicago for over 10 years.

Employment History

- Manager, Recruitment Solutions, CPS HR Consulting
- Deputy Commissioner of Human Resources, City of Chicago
- Assistant Commissioner of Human Resources, City of Chicago
- Adjunct Professor (Managing Organizational Change), Keller School of Graduate Management
- Recruiting Analyst Supervisor, City of Chicago
- Human Resources Analyst II, City of Chicago
- Human Resources Manager/Payroll Administrator, Bethesda Home & Retirement Center
- Staffing Specialist, Northwestern University
- Employment Coordinator, Northwestern University

Professional Experience

- Managed human resource personnel responsible for executing recruitment and selection processes for 30+ clients resulting in the review of 40,000+ applications and 1,200 hires, annually.
- Collaborated with the Chicago Police Department on entry-level Police Officer recruitment and selection efforts for over 10 years resulting in diverse applicant pools ranging from 18,000 to 27,000 candidates for a single recruitment.
- Performed a lead role in establishing fair and transparent recruitment and selection processes which alleviated the City of Chicago from Federal Monitor Oversight on all hiring practices.
- Taught graduate level classes in managing organizational change.
- Mediated and resolved labor relations issues in a union environment.

Education

- M.P.A. DePaul University, Chicago, IL – Public Administration
- B.A. Marquette University, Milwaukee, WI – Human Resources & Communication Studies

Professional Organizations and Affiliations

- Society of Human Resources Management (SHRM)
- International Public Management Association for Human Resources (IPMA-HR)

Deborah Gutman, SPHR, PHR-CA

Profile

Ms. Gutman has over 20 years of comprehensive experience in Human Resources, including both public and private sector. She has a knowledge and understanding of federal and state labor laws, full-cycle recruiting, employee relations, compensation, training, budget administration, and policy development.

Employment History

- Senior Consultant, CPS Human Resource Services
- Human Resources Manager, Sierra Nevada Brewing Co.
- Human Resources Director, Feather Falls Casino
- Human Resources Manager, Rumiano Cheese Co.
- Human Resources Technician, Chico Unified School District
- Senior Staffing Coordinator, UnitedHealth Care

Professional Experience

- Lead several recruitment projects that involved hiring over 100 employees from entry-level to executive management for startup locations and businesses. This included development of hiring plans, advertising, conducting job fairs, candidate outreach, selection interviews, and new employee onboarding.
- Managed the Human Resources department of a growing business, fostering a teamwork environment, including direct supervision of human resources staff. Recommended new approaches, policies, and procedures to effect continual improvements in the efficiency of the department.
- Conducted formal investigations on serious employee relations claims or allegations of policy violations.
- Evaluate compensation and benefit packages, participate in salary surveys and analyze results.
- Developed and nurtured relationships with directors, managers, supervisors, and staff establishing trust, communication, and consistency between human resources and other departments.
- Responsible for preparation of annual operating budget and monitoring expenditures in accordance with the approved budget.

Education

- MA, Human Resource Management, National University
- BA, Business Administration with emphasis in Human Resources, California State University, Chico

Professional Organizations and Affiliations

- Senior Professional in Human Resources (SPHR) with HR Certification Institute (HRCI)
- Professional in Human Resources – California (PHRca) with HR Certification Institute (HRCI)
- Society for Human Resources Management (SHRM)

**TENTATIVE AGREEMENT
BY AND BETWEEN
SACRAEMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER
AND
LOCAL 150**

The Sacramento Regional Fire/EMS Communications Center and Teamsters Local 150 are parties to a Memorandum of Understanding with a term through June 30, 2021. The Parties have reached this Tentative Agreement to fully and finally resolve all negotiations through June 30, 2023.

I. Term

Two-Year contract, with a term through June 30, 2023.

II. Salary and Other Compensation

A. Wages

1. Year 1: July 1, 2021 through June 30, 2022

- i. Unit members who are employed by the Center on July 1, 2021, shall receive a bonus payment in the amount of Three Thousand Dollars (\$3,000.00).
- ii. Unit members who are employed by the Center on January 1, 2022, shall receive a bonus payment in the amount of Three Thousand Dollars (\$3,000.00).

2. Year 2: July 1, 2022 through July 1, 2023

Effective July 1, 2022 unit members shall receive a 3.0% increase on the salary schedule.

3. Year 2: Compensation Re-Opener

In the event that the Center's 2022/2023 Operational Budget increases by five percent (5%), the Parties agree to re-open the contract in October 2022 for the sole purpose of negotiating salary and compensation. If the Parties reach an agreement on salary and compensation, any negotiated increase shall be effective January 1, 2023.

B. Education Reimbursement

Status quo.

III. Contract Language

A. Article 1.3 – Preamble, Members of the Bargaining Unit

See Attachment 1.

B. Article 2 – Union Membership

See Attachment 2.

C. Article 9.2.2 – Jury Duty, Notice to Center

See Attachment 3.

D. Article 9.4.7 – Compensation Upon Separation

See Attachment 4.

E. Article(s) 9.5 – 9.7 shall be deleted and subsequent articles shall be renumbered accordingly. These legally required leaves will be addressed in the Employee Handbook.

F. Article 9.9 – In Case of a RIF or Exercise of Management Rights

See Attachment 5.

G. Article 11 & Appendix B

See Attachment 6.

H. Article 13 – On-Call Status, Compensation

See Attachment 7.

I. Article 15.1.1 – Out-of-Class Pay, Higher Classification

See Attachment 8.

J. Article 17.1 – Initial Period

See Attachment 9.

K. Article 20.5 – Center Contribution to Retiree Health Benefit Premiums

See Attachment 10.

L. Article 29 –Wages and Appendix C – Salary Ranges

See Attachment 11.

M. Article 30 – Workweeks

See Attachment 12.

N. Retention issues to be discussed on a regular basis in JLM’s.

O. 2022/2023 Re-Opener Negotiations for 2022/2023

The parties agree to negotiate non-economic items not resolved during the 2021/2022 negotiations.

FOR LOCAL 150

FOR THE SACRAMENTO REGIONAL
FIRE/EMS COMMUNICATIONS CENTER

By: _____

By: _____

Date: _____

Date: _____

**Attachment 1 to
Counter Proposal**

Article 1.3 shall be replaced with the following language (new language underlined):

1.3 Members of the Bargaining Unit

The agreements contained herein shall pertain only to employees in the classification of Dispatch Supervisor (including EMS, Training, and Operations Supervisors).

Article 2.2 shall be replaced with the following language (new language underlined):

2.2 Bargaining Unit Member Information

2.2.1 New Unit Member

The following information concerning new bargaining unit members shall, as permitted by law, be delivered electronically to the Local 150 shop steward and business agent of record no later than thirty (30) days after the unit member's date of hire in a bargaining unit position:

1. Name
2. Job Title
3. Phone Numbers: work, home and personal cellular
(voluntary per Section 2.3 below)
4. Personal email address, if one is on file with the Center
(voluntary per Section 2.3 below)
5. Home address
(voluntary per Section 2.3 below)

2.2.2 Existing Bargaining Unit Member Information

- a. On or about March 1, July 1, and November 1 of each calendar year, the following information shall be delivered electronically to the Local 150 shop steward and business agent of record for all bargaining unit members:

1. Name
2. Job Title
3. Phone Numbers: work, home and personal cellular
(voluntary per Section 2.3 below)
4. Personal email address, if one is on file with the Center
(voluntary per Section 2.3 below)
5. Home address
(voluntary per Section 5.6 below)

Article 2.4 shall be replaced with the following language (new language underlined):

2.4 Shop Stewards & Business Agent of Record

The Union shall select one (1) unit member to serve as Shop Steward and one (1) unit member to serve as the Alternate Shop Steward. The Union will keep the Center advised, in writing at all times, of the identity of the unit members selected and of the business agent of record.

Article 2.6 shall be added

2.6 Except as permitted by statute, the Union shall be given not less than five (5) days' notice in advance of a new unit member orientation defined by statute as the on-board process.

If the Center chooses to on-board new unit members in person, the Union shall be given thirty (30) minutes to discuss the rights and obligations created by the Memorandum of Understanding and the role of the representative, and to answer questions.

If the Center chooses to on-board new unit members utilizing an on-line process, it will meet and confer with the Union concerning how the Union will be given the opportunity to discuss (on-line) the rights and obligations created by the Memorandum of Understanding and the role of the representative, and to answer questions.

**Attachment 3 to
Counter Proposal**

Article 9.2.2 shall be replaced with the following language (deleted language shown in
strikeout):

9.2.2 Notice to Center

A unit member who is required to report for jury duty shall provide Center management with a copy of the notice promptly upon receipt. ~~Management, after consultation with the unit member, shall contact the Jury Commissioner and arrange for a mutually satisfactory time for the unit member to satisfy the jury service obligation.~~

**Attachment 4 to
Counter Proposal**

Article 9.4.7 shall be replaced with the following language (new language underlined):

9.4.7 Compensation Upon Separation

At the time of separation for any reason, a unit member shall be compensated at the unit member's then current regular rate of pay, for all vacation earned, accumulated, and not used up to and including the effective date of separation.

**Attachment 5 to
Counter Proposal**

Article 9.9.1 shall be replaced with the following language (new language underlined):

- 9.9.1 When a reduction in force (RIF) results in a separation from the Center, the Seniority List citing *Date of Hire* for all Operations personnel shall be utilized. When a reduction in force results in a demotion of a Dispatch Supervisor, "List #1" citing *Promotion Date* shall be utilized.

**Attachment 6 to
Counter Proposal**

Article 11 and Appendix B shall be replaced with the following language (new language underlined):

11. HEALTH INSURANCE AND OTHER BENEFITS

11.1 Medical Insurance Plans

Eligible unit members shall be provided medical insurance plans in accordance with options available to CalPERS contracting agencies, and set forth in Appendix B.

11.2 Other Benefits

Eligible unit members shall be provided with dental and vision plans plus other insurances and benefits as set forth in Appendix B.

11.3 Center's Maximum Monthly Contribution

The Center's maximum monthly contribution toward the cost of all insurance benefits shall be as set forth in Appendix B.

APPENDIX B

SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER INSURANCE AND OTHER BENEFITS

The Center shall provide insurance and other benefits as set forth in this Appendix.

1. PLANS AVAILABLE

a. Medical Insurance

The Center 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 CalPERS.

b. Dental Insurance

Each full-time unit member, and his/her dependents, may enroll in the dental plan selected by the Center.

c. Vision Plan

Each full-time unit member, and his/her dependents, may enroll in the vision plan selected by the Center.

d. Life Insurance, Accidental Death and Dismemberment, and Long-Term Disability

Each full-time unit member shall be enrolled in the term life insurance, accidental death and dismemberment, and may elect to be enrolled in long-term disability policies selected by the Center. Unit member pays for Long-Term Disability Insurance.

e. State Disability Insurance

Each full-time unit member shall participate in the State Disability Insurance (SDI) Program. Unit member pays for State Disability Insurance.

f. Employee Assistance Program

The Center shall provide each full-time unit member with access to the Employee Assistance Program selected by the Center. The Center shall pay the monthly premium for this plan.

2. MONTHLY PREMIUMS AND OTHER COSTS

a. Premiums

(1) Beginning July 1, 2021, the Center will pay up to the following amounts on behalf of all full-time unit members, unless the unit member exercises the Center's Health Benefit (Medical, Dental and Vision) Opt-Out option described below:

For Medical:

Single	Employee Plus One	Family
\$813.64/ month	\$1627.28/ month	\$2115.46/ month

For Dental:

Single	Employee Plus One	Employee Plus Children	Family
\$61.44/ month	\$132.58/ month	\$157.75/ month	\$227.89/ month

For Vision:

Single	Employee Plus One	Employee Plus Children	Family
\$7.65/ month	\$13.12/ month	\$13.99/ month	\$21.29/ month

(2) Effective January 1, 2021:

- If there is an increase in the monthly premium charged by Kaiser, the Center and unit member will each pay 50% of that increase.

For example, if the Kaiser rate is increased by 1.5% the Center cap will increase 0.75% (Single: \$819.74) and the unit member will be responsible for 0.75% of the increase (\$6.10).

- If there is an increase in Dental or Vision, the Center shall cover 100% of the increase.

(3) Opt Out Benefit:

Any unit member who chooses to Opt-Out of the Center's Health Benefits (Medical, Dental and Vision) and is in paid status shall receive Four Hundred

Fifty Dollars (\$450.00) per month. The unit member shall be required to sign an Opt-Out Benefit waiver.

- (4) Only unit members enrolled in a Center-provided plan and in paid status will receive an employer contribution for that insurance. If a unit member is not in paid status, the unit member shall pay the entire premium for medical, dental and vision.

b. IRC Section 125 Plan

- 1) The Center shall establish, and maintain, an IRC Section 125 Plan for the benefit of its employees.
- 2) Monthly costs, if any, shall be borne by employees.

3. PAYROLL DEDUCTION

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

**Attachment 7 to
Counter Proposal**

Article 13.3 shall be replaced with the following language:

For each on-call shift, the unit member will be compensated Fifty Dollars (\$50.00) unless they call out sick. In such cases, this amount will be paid to the unit member(s) who report(s) for the on-call shift.

13.3.1 Payment shall typically be made in the same manner as out-of-class. The Center shall process as soon as reasonably practical.

13.3.2 If the unit member is required to work, pay shall be calculated in the normal manner.

13.3.3 Unit members who are sick for their on-call day will not be compensated and call-outs will be tracked by the Center for evaluation purposes.

**Attachment 8 to
Counter Proposal**

Article 15.1.1 shall be replaced with the following language (new language underlined):

- 15.1.1 At least one-half ($\frac{1}{2}$) of a full shift, he or she shall be compensated at his/her hourly rate plus Fifty Dollars (\$50.00) per shift for the shift to which the person is assigned.

Article 17.1 shall be replaced with the following language (new language underlined):

17.1 Initial Period

All unit members shall serve a probationary period of six (6) months, which may be extended by an additional six (6) months at the discretion of the Executive Director.

17.1.1 The probationary period is a continuation of the selection process. During such time, probationary unit members may be released, at any time, at the sole discretion of the Center and without cause.

17.1.2 A regular unit member whose promotion is rescinded shall have the right to return to his/her former rank.

17.1.3 During the initial probationary period, a new unit member shall not have access to the grievance procedure for disciplinary issues but do have access for any other terms and conditions.

Article 20.5 shall be replaced with the following language (new language is underlined):

20.5 Center Contribution to Retiree Health Benefit Premiums

20.5.1 Employee eligibility for Center contributions toward retiree medical benefit programs (to the cap set forth in Appendix B) shall be graduated according to the following schedule:

<u>Credited Completed Years of Continuous Service</u>	<u>Percentage of Center Contribution</u>
<u>10</u>	<u>50%</u>
<u>11</u>	<u>55%</u>
<u>12</u>	<u>60%</u>
<u>13</u>	<u>65%</u>
<u>14</u>	<u>70%</u>
<u>15</u>	<u>75%</u>
<u>16</u>	<u>80%</u>
<u>17</u>	<u>85%</u>
<u>18</u>	<u>90%</u>
<u>19</u>	<u>95%</u>
<u>20 or more</u>	<u>100%</u>

20.5.2 Notwithstanding Section 20.5.1, a unit member employed on or before June 30, 2021, shall be entitled upon retirement from the Center, to the cap set forth in Appendix B.

20.5.3 Effective July 1, 2014, each unit member shall contribute to defraying the cost of Post-Employment Retirement Benefits by paying One Hundred Dollars (\$100.00) per month to the Center for placement in a fund that will be utilized to satisfy the future OPEB obligations of the Center.

Article 29.2 shall be replaced with the following language:

29.2 Night Shift Differential

A night shift differential shall be paid to each unit member who works during the 1900-0700 hour night shift as follows: (1) if the member works over six hours during the night shift they will receive Fifteen Dollars (\$15.00) per shift or (2) if the member works six hours or less during the night shift they will receive Seven Dollars and Fifty Cents (\$7.50) per shift.

Article 29.7 shall be replaced with the following language (new language underlined and deleted language shown with strikethrough):

29.7 Processing Payment of Wages

29.7.1 Unit members shall be paid once a month.

~~29.7.1.1 Each paycheck shall include the unit member's regular hourly rate (i.e. straight time) for all regularly scheduled hours of work for the month of payment.~~

~~29.7.1.2 Overtime, FLSA, on call, night shift differential, out-of-class pay and holiday pay, earned during the payment period, shall be paid through the identified cutoff date found on the Payroll Calendar.~~

~~29.7.1.3 Any overtime, FLSA, on call, night shift differential, out-of-class pay and holiday pay, not included in the paycheck for the payment period in which such amounts were earned, shall be paid on the next regular payday.~~

~~29.7.1.4 If the failure to include payments for overtime, FLSA, on call, night shift differential, out of class pay and holiday pay, is due to error not attributable to the affected unit member(s), the Center shall make an "in lieu of payment" to the affected unit member(s), as long as the payment error exceeds Fifty Dollars (\$50.00). If the payment error is Fifty Dollars (\$50.00) or less, the affected unit member(s) shall be paid on the next regular payday.~~

29.7.2 Should payroll not be processed in the manner set forth above, the parties shall attempt to resolve the problem informally.

**SALARY RANGES
DISPATCH SUPERVISOR
(Exclusive of FLSA)**

	Hourly Rates				
Position	Step 1	Step 2	Step 3	Step 4	Step 5
Supervisor	\$37.40	\$39.27	\$41.23	\$43.29	\$45.46

**Attachment 12 to
Tentative Agreement**

Article 30.3 shall be added:

30.3 Maximum Hours

30.3.1 Except with written Center approval, and the consent of the unit member, no unit member shall render service for more than sixteen (16) consecutive hours assigned to the dispatch floor. This shall not apply in cases of emergency or deployment.

**TENTATIVE AGREEMENT
BY AND BETWEEN
SACRAMENTO REGIONAL FIRE/EMS COMMUNICATIONS CENTER
AND
LOCAL 856**

The Sacramento Regional Fire/EMS Communications Center and Teamsters Local 856 are parties to a Memorandum of Understanding with a term through June 30, 2021. The Parties have reached this Tentative Agreement to fully and finally resolve all negotiations through June 30, 2023.

I. Term

Two-Year contract, with a term through June 30, 2023.

II. Salary and Other Compensation

A. Wages

1. Year 1: July 1, 2021 through June 30, 2022

- i. Unit members who are employed by the Center on July 1, 2021, shall receive a bonus payment in the amount of Two Thousand Dollars (\$2,000.00).
- ii. Unit members who are employed by the Center on January 1, 2022, shall receive a bonus payment in the amount of Two Thousand Dollars (\$2,000.00).

2. Year 2: July 1, 2022 through June 30, 2023

Effective July 1, 2022 unit members shall receive a 2.4% increase on the salary schedule.

3. Year 2: Compensation Re-Opener

In the event that the Center's 2022/2023 Operational Budget increases by Five percent (5%), the Parties agree to re-open the contract in October 2022 for the sole purpose of negotiating salary and compensation. If the Parties reach an agreement on salary and compensation, any negotiated increase shall be effective January 1, 2023.

III. Contract Language

A. Article 1.3 – Preamble, Members of the Bargaining Unit

See Attachment 1.

- B. Article 2.2 – Union Membership
See Attachment 2.
- C. Article 9.2.2 – Jury Duty, Notice to Center
See Attachment 3.
- D. Article 9.4.7 – Compensation Upon Separation
See Attachment 4.
- E. Article 11 & Appendix C – Health Insurance and Other Benefits
See Attachment 5.
- F. Article 14.3 - Compensation
See Attachment 6.
- G. Article 18 – Probationary Period
See Attachment 7.
- H. Article 20 – Eligibility
See Attachment 8.
- I. Article 21.5 – Center Contribution for Retiree Health Benefit Premiums
See Attachment 9.
- J. Article 30 – Wages & Appendix D – Salary Schedule
See Attachment 10.
- K. Article 31 – Hours
See Attachment 11.
- L. Retention issues to be discussed on a regular basis in JLMs.
- M. Re-Opener Negotiations for 2022/2023

The parties agree to negotiate non-economic items not resolved during the 2021/2022 negotiations.

FOR LOCAL 856

FOR THE SACRAMENTO REGIONAL
FIRE/EMS COMMUNICATIONS CENTER

By: _____

By: _____

Date: _____

Date: _____

**Attachment 1 to
Counter Proposal**

Article 1.3 shall be replaced with the following language (new language underlined):

1.3 Members of the Bargaining Unit

The agreements contained herein shall pertain only to those eligible employees whose job classifications are included in the Dispatchers' Bargaining Unit for which Local 856 has been formally recognized as exclusive representative. A list of those classifications is attached as Appendix A. Represented employees will be referred to herein as "Unit Members."

Article 2.2 shall be replaced with the following language (new language underlined):

2.2 New Unit Member Information

2.2.1 New Unit Members

The following information concerning new unit members shall, as permitted by law, be delivered electronically to the Local 856 shop steward and business agent of record no later than thirty (30) days after the unit member's date of hire in a bargaining unit position:

1. Name
2. Job Title
3. Phone Numbers: work, home and personal cellular
(voluntary per Section 2.3 below)
4. Personal email address, if one is on file with the Center
(voluntary per Section 2.3 below)
5. Home address
(voluntary per Section 5.6 below)

2.2.2 Existing Unit Member Information

On or about March 1, July 1, and November 1 of each calendar year, the following information shall be delivered electronically to the Local 856 shop steward for all unit members:

1. Name
2. Job Title
3. Phone Numbers: work, home and personal cellular
(voluntary per Section 2.3 below)
4. Personal email address, if one is on file with the Center
(voluntary per Section 2.3 below)
5. Home address
(voluntary per Section 2.3 below)

2.3 Voluntary Information

Upon written request of any unit member, the Center shall **NOT** disclose the unit member's home address, home telephone number, personal cellular phone number or personal email address to:

2.3.1 Local 856; or

2.3.2 any other person/organization (except as required by law).

2.4 Shop Stewards & Business Agent of Record

The Union shall select one (1) unit member to serve as the Lead Shop Steward. The Union may select up to three (3) additional unit members to serve as Alternate Shop Stewards. The Union will keep the Center advised in writing, at all times, of the identity of the unit members selected and of the identity of the Business Agent of record.

2.5 Payroll Deduction

Union dues may be paid to the Union through payroll deductions.

2.6 Except as permitted by statute, the Union shall be given not less than five (5) days' notice in advance of a new unit member orientation defined by statute as the on-board process.

If the Center chooses to on-board new unit members in person, the Union shall be given thirty (30) minutes to discuss the rights and obligations created by the Memorandum of Understanding and the role of the representative, and to answer questions.

If the Center chooses to on-board new unit members utilizing an on-line process, it will meet and confer with the Union concerning how the Union will be given the opportunity to discuss (on-line) the rights and obligations created by the Memorandum of Understanding and the role of the representative, and to answer questions.

**Attachment 3 to
Counter Proposal**

Article 9.2.2 shall be replaced with the following language (deleted language shown in
strikeout):

9.2.2 Notice to Center

A unit member who is required to report for jury duty shall provide Center management with a copy of the notice promptly upon receipt. ~~Management, after consultation with the unit member, shall contact the Jury Commissioner and arrange for a mutually satisfactory time for the unit member to satisfy the jury service obligation.~~

**Attachment 4 to
Counter Proposal**

Article 9.4.7 shall be replaced with the following language (new language underlined):

9.4.7 Compensation Upon Separation

At the time of separation for any reason, a unit member shall be compensated at his/her then current regular rate of pay, for all vacation earned, accumulated and not used up to and including the effective date of separation.

**Attachment 5 to
Counter Proposal**

Article 11 and Appendix B shall be replaced with the following language (new language underlined):

11. HEALTH INSURANCE AND OTHER BENEFITS

11.1 Medical Insurance Plans

Eligible unit members shall be provided medical insurance plans in accordance with options available to CalPERS contracting agencies, and set forth in Appendix C.

11.2 Other Benefits

Eligible unit members shall be provided with dental and vision plans plus other insurances and benefits as set forth in Appendix C.

11.3 Center's Maximum Monthly Contribution

The Center's maximum monthly contribution toward the cost of all insurance benefits shall be as set forth in Appendix C.

APPENDIX C

SACRAMENTO REGIONAL PUBLIC SAFETY COMMUNICATIONS CENTER INSURANCE AND OTHER BENEFITS

The Center shall provide insurance and other benefits as set forth in this Appendix.

1. PLANS AVAILABLE

a. Medical Insurance

The Center 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 CalPERS.

b. Dental Insurance

Each full-time unit member, and his/her dependents, may enroll in the dental plan selected by the Center.

c. Vision Plan

Each full-time unit member, and his/her dependents, may enroll in the vision plan selected by the Center.

d. Life Insurance, Accidental Death and Dismemberment, and Long-Term Disability

Each full-time unit member shall be enrolled in the term life insurance, accidental death and dismemberment, and may elect to be enrolled in long-term disability policies selected by the Center. Unit member pays for Long-Term Disability Insurance.

e. State Disability Insurance

Each full-time unit member shall participate in the State Disability Insurance (SDI) Program. Unit member pays for State Disability Insurance.

f. Employee Assistance Program

The Center shall provide each full-time unit member with access to the Employee Assistance Program selected by the Center. The Center shall pay the monthly premium for this plan.

2. MONTHLY PREMIUMS AND OTHER COSTS

a. Premiums

(1) Beginning July 1, 2021, the Center will pay up to the following amounts on behalf of all full-time unit members, unless the unit member exercises the Center's Health Benefit (Medical, Dental and Vision) Opt-Out option described below:

For Medical:

Single	Employee Plus One	Family
\$813.64/ month	\$1627.28/ month	\$2115.46/ Month

For Dental:

Single	Employee Plus One	Employee Plus Children	Family
\$61.44/ month	\$132.58/ month	\$157.75/ Month	\$227.89/ Month

For Vision:

Single	Employee Plus One	Employee Plus Children	Family
\$7.65/ month	\$13.12/ month	\$13.99/ Month	\$21.29/ Month

(2) Effective January 1, 2021:

- If there is an increase in the monthly premium charged by Kaiser, the Center and unit member will each pay 50% of that increase.

For example, if the Kaiser rate is increased by 1.5% the Center cap will increase 0.75% (Single: \$819.74) and the unit member will be responsible for 0.75% of the increase (\$6.10).

- If there is an increase in Dental or Vision, the Center shall cover 100% of the increase.

(3) Opt-Out Benefit:

Any unit member who chooses to Opt-Out of the Center's Health Benefits (Medical, Dental and Vision) and is in paid status shall receive Four Hundred Fifty Dollars (\$450.00) per month. The unit member shall be required to sign an Opt-Out Benefit waiver.

(4) Only unit members enrolled in a Center-provided plan and in paid status will receive an employer contribution for that insurance. If a unit member is not in paid status, the unit member shall pay the entire premium for medical, dental and vision.

b. IRC Section 125 Plan

1) The Center shall establish, and maintain, an IRC Section 125 Plan for the benefit of its employees.

2) Monthly costs, if any, shall be borne by employees.

3. PAYROLL DEDUCTION

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

Article 14.3 shall be revised to read:

14.3 Compensation

For each on-call shift, the unit member will be compensated Fifty Dollars (\$50.00) unless they call out sick. In such cases, this amount will be paid to the unit member(s) who report(s) for the on-call shift.

14.3.1 Payment shall typically be made in the same manner as out-of-class. The Center shall process as soon as reasonably practical.

14.3.2 If the unit member is required to work, pay shall be calculated in the normal manner.

14.3.3 Unit members who are sick for their on-call day will not be compensated and call-outs will be tracked by the Center for evaluation purposes.

Article 18 shall be revised to read as follows:

18.1 Initial Employment by the Center

A Dispatcher may be hired as a Recruit or as a Lateral (defined as a person with at least two (2) years of public safety dispatching experience).

18.1.1 Recruit Progression

All persons initially employed as a Recruit shall be in probationary status for the first twenty-four (24) full months of employment by the Center and will go through the below process:

- 18.1.1.1 A new unit member without dispatch experience will be hired as a Recruit.
- 18.1.1.2 A Recruit will advance to Dispatcher 1 upon successful completion of Call-Taker Training.
- 18.1.1.3 A Dispatcher 1 will advance to Dispatcher 1(M) upon completion of Main Dispatch Training
- 18.1.1.4 A Dispatcher 1(M) will advance to the status of Dispatcher 2 upon successful completion of the CRO training program.
- 18.1.1.5 Any unit member who does not achieve Dispatcher 2 status may be retained as a 1(M) at the Center's discretion.

18.1.2 Lateral Progression

All persons initially hired as a Lateral shall serve a probationary period of six months, unless extended pursuant to Article 18.3 below. A Lateral shall be placed on the salary schedule based upon their experience, at the discretion of the Center.

18.2 Promotion Within the Bargaining Unit

- 18.2.1 A promotional appointment may be rescinded by the Center, at any time, during the probationary period.

18.3 Extension of Probation

The probationary period for a Recruit or Lateral may be extended, at the sole discretion of the Center, for an additional 6 months.

18.4 Continuation of the Selection Process

The probationary period is a continuation of the selection process. During such time, probationary unit members may be released, at any time, at the sole discretion of the Center and without cause.

Article 20 shall be replaced with the following language (new language is underlined):

20.1 Eligibility

20.1.1 A unit member in good standing who voluntarily separates from the bargaining unit and leaves Center employment is eligible to be rehired into a vacancy within twelve (12) months of separation.

20.1.2 A unit member in good standing who voluntarily separates from the bargaining unit but stays within Center employment is eligible to be reinstated into a vacancy within twenty-four (24) months of separation.

20.1.3 In the event that a vacancy does not exist, the Executive Director at his/her discretion may still reinstate/rehire a former bargaining unit member who was in good standing upon separation.

20.1.4 Any person seeking rehire under this provision who left Center employment shall submit to: (1) an updated background check; and (2) psychological evaluation; and (3) a fitness for duty medical evaluation.

20.1.5 Recruits, who have not yet completed call taker training, shall be excluded when considering if there is a vacancy for a rehire or reinstatement.

20.2 Seniority

A unit member rehired or reinstated under the provisions of above will retain the seniority date he/she had at the time of separation, which shall be adjusted in accordance with Article 24.3 to reflect the break in service.

20.3 Compensation

20.3.1 A rehired or reinstated unit member's salary shall be at the same step as when he/she separated from employment.

20.3.2 A rehired or reinstated unit member's date for step movement will be his/her date of rehire in accordance with Article 24.1 of this Agreement.

20.4 Vacation and Sick Leave

20.4.1 Separation from Center Employment

20.4.1.1 All vacation and sick leave accrual will start from the date of re-hire.

20.4.1.2 There shall be no entitlement to previous vacation or sick leave time based upon prior employment.

20.4.2 Separation from the Bargaining Unit

20.4.2.1 A unit member who separated from the bargaining unit but not from Center employment shall retain his/her vacation and sick leave accruals.

20.5 Probationary Period

All rehired employees who left Center employment will serve a probationary period of six (6) months unless a greater probationary period is mandated elsewhere in the MOU.

Article 21.5 shall be replaced with the following language (new language is underlined):

21.5 Center Contribution to Retiree Health Benefit Premiums

21.5.1 Employee eligibility for Center contributions toward retiree medical benefit programs (to the cap set forth in Appendix C) shall be graduated according to the following schedule:

<u>Credited Completed Years of Continuous Service</u>	<u>Percentage of Center Contribution</u>
<u>10</u>	<u>50%</u>
<u>11</u>	<u>55%</u>
<u>12</u>	<u>60%</u>
<u>13</u>	<u>65%</u>
<u>14</u>	<u>70%</u>
<u>15</u>	<u>75%</u>
<u>16</u>	<u>80%</u>
<u>17</u>	<u>85%</u>
<u>18</u>	<u>90%</u>
<u>19</u>	<u>95%</u>
<u>20 or more</u>	<u>100%</u>

21.5.2 Notwithstanding Section 20.5.1, a unit member employed on or before June 30, 2021, shall be entitled upon retirement from the Center, to the cap set forth in Appendix C.

21.5.3 Effective July 1, 2014, each unit member shall contribute to defraying the cost of Post-Employment Retirement Benefits by paying One Hundred Dollars (\$100.00) per month to the Center for placement in a fund that will be utilized to satisfy the future OPEB obligations of the Center.

Article 30 shall be revised to as follows:

30.2 shall be revised to read:

30.2 Night Shift Differential

A night shift differential shall be paid to each unit member who works during the 1900-0700 hour night shift as follows: (1) if the member works over six hours during the night shift they will receive Fifteen Dollars (\$15.00) per shift or (2) if the member works six hours or less during the night shift they will receive Seven Dollars and Fifty Cents (\$7.50) per shift.

30.7 shall be replaced with the following language (new language underlined and deleted language shown with strikethrough):

30.7 Processing Payment of Wages

30.7.1 Unit members shall be paid once a month.

~~30.7.1.1 Each paycheck shall include the unit member's regular hourly rate (i.e. straight time) for all regularly scheduled hours of work for the month of payment.~~

~~30.7.1.2 Overtime, FLSA, on call, night shift differential, out of class pay and holiday pay, earned during the payment period, shall be paid through the identified cutoff date found on the Payroll Calendar.~~

~~30.7.1.3 Any overtime, FLSA, on call, night shift differential, out of class pay and holiday pay, not included in the paycheck for the payment period in which such amounts were earned, shall be paid on the next regular payday.~~

~~30.7.1.4 If the failure to include payments for overtime, FLSA, on call, night shift differential, out of class pay and holiday pay, is due to error not attributable to the affected unit member(s), the Center shall make an "in lieu of payment" to the affected unit member(s), as long as the payment error exceeds Fifty Dollars (\$50.00). If the payment error is Fifty Dollars (\$50.00) or less, the affected unit member(s) shall be paid on the next regular payday.~~

30.7.2 Should payroll not be processed in the manner set forth above, the parties shall attempt to resolve the problem informally.

SALARY SCHEDULE

	Step 1	Step 2	Step 3	Step 4	Step 5
Recruit	\$23.98				
Dispatcher 1	\$23.98	\$25.18	\$26.44	\$27.76	\$29.15
Dispatcher 1M	\$29.15				
Dispatcher 2	\$29.15	\$30.61	\$32.14	\$33.74	\$35.43

Effective July 1, 2022, each cell on the salary schedule shall be improved by two point four percent (2.4%).

Notes: For so long as twelve (12) hour shifts are worked, the monthly projected rate shall be computed by multiplying the hourly rate times 2,288 and dividing by 12. To receive the projected monthly and annual rates, the employee must actually work the scheduled FLSA hours (see Article 15.2.

**Attachment 11 to
Counter Proposals**

The following language shall be added to Article 31:

31.3 Maximum Hours

31.3.1 Except with written Center approval, and the consent of the unit member, no unit member shall render service for more than sixteen (16) consecutive hours assigned to the dispatch floor. This shall not apply in cases of emergency or deployment.