



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

Agenda

City Council Regular Meeting

City Council Chambers | 50 Natoma Street, Folsom CA 95630

September 27, 2022

6:30 PM

Welcome to Your City Council Meeting

We welcome your interest and involvement in the city’s legislative process. This agenda includes information about topics coming before the City Council and the action recommended by city staff. You can read about each topic in the staff reports, which are available on the city website and in the Office of the City Clerk. The City Clerk is also available to answer any questions you have about City Council meeting procedures.

Participation

If you would like to provide comments to the City Council, please:


- Fill out a blue speaker request form, located at the back table.
- Submit the form to the City Clerk before the item begins.
- When it’s your turn, the City Clerk will call your name and invite you to the podium.
- Speakers have three minutes, unless the presiding officer (usually the mayor) changes that time.

Reasonable Accommodations

In compliance with the Americans with Disabilities Act, if you are a person with a disability and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk’s Office at (916) 461-6035, (916) 355-7328 (fax) or CityClerkDept@folsom.ca.us. Requests must be made as early as possible and at least two full business days before the start of the meeting.

How to Watch

The City of Folsom provides three ways to watch a City Council meeting:

In Person	Online	On TV
		
City Council meetings take place at City Hall, 50 Natoma Street	Watch the livestream and replay past meetings on the city website, www.folsom.ca.us	Watch live and replays of meetings on Sac Metro Cable TV, Channel 14

More information about City Council meetings is available at the end of this agenda



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

City Council Regular Meeting

Folsom City Council Chambers
50 Natoma Street, Folsom, CA

www.folsom.ca.us

Tuesday, September 27, 2022 6:30 PM

Kerri Howell, Mayor

Rosario Rodriguez, Vice Mayor
YK Chalamcherla, Councilmember

Sarah Aquino, Councilmember
Mike Kozlowski, Councilmember

REGULAR CITY COUNCIL AGENDA

Effective July 7, 2022, the City of Folsom returned to all in-person City Council, Commission, and Committee meetings. Remote participation for the public will no longer be offered. Everyone is invited and encouraged to attend and participate in City meetings in person.

CALL TO ORDER

ROLL CALL:

Councilmembers: Aquino, Chalamcherla, Kozlowski, Rodriguez, Howell

The City Council has adopted a policy that no new item will begin after 10:30 p.m. Therefore, if you are here for an item that has not been heard by 10:30 p.m., you may leave, as the item will be continued to a future Council Meeting.

PLEDGE OF ALLEGIANCE

AGENDA UPDATE

BUSINESS FROM THE FLOOR:

Members of the public are entitled to address the City Council concerning any item within the Folsom City Council's subject matter jurisdiction. Public comments are limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda.

SCHEDULED PRESENTATIONS:

- [1.](#) US50/Empire Ranch Road Interchange Project Update
- [2.](#) East Bidwell/Iron Point and US50 Improvement Project Update

CONSENT CALENDAR:

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. City Councilmembers may pull an item for discussion.

- [3.](#) Approval of September 13, 2022 Special and Regular Meeting Minutes
- [4.](#) Ordinance No. 1332 – An Ordinance of the City of Folsom Adding Chapter 12.25, “Temporary Outdoor Dining Permit”, to the Folsom Municipal Code Regarding Temporary Use of Parking Space on City Streets and City-owned Public Properties for Outdoor Dining (Second Reading and Adoption)
- [5.](#) Resolution No. 10919 - A Resolution Authorizing the Police Department to Accept a Selective Traffic Enforcement Grant in the Amount of \$63,000 from the State of California Office of Traffic Safety and Appropriation of Funds
- [6.](#) Resolution No. 10921 – A Resolution Authorizing the City Manager to Execute an Agreement with National Auto Fleet Group to Purchase Three Ford Ranger Pickup Trucks
- [7.](#) Resolution No. 10923 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit

OLD BUSINESS:

- [8.](#) Resolution No. 10922 – A Resolution Rescinding the Approval of PN 19-182: Lakeside Memorial Lawn Crematorium Conditional Use Permit and Mitigated Negative Declaration

Historic District Residential Permit Parking Program:

- [9.](#) Ordinance No. 1331 – An Ordinance of the City of Folsom adding Sections 10.20.290, 10.20.295, and 10.20.300 to the Folsom Municipal Code to Establish a Residential Permit Parking Program in Designated Areas of the Historic District (Second Reading and Adoption)
- [10.](#) Resolution No. 10920 – A Resolution Establishing a Residential Permit Parking Zone in the Historic District

NEW BUSINESS:

- [11.](#) Ordinance No. 1333 – An Ordinance of the City of Folsom Removing Limitations on Frequency of Garage Sales by Repealing Section 5.09.020 from the Folsom Municipal Code (Introduction and First Reading)

CITY MANAGER REPORTS:

COUNCIL COMMENTS:

ADJOURNMENT

NOTICE: *Members of the public are entitled to directly address the City Council concerning any item that is described in the notice of this meeting, before or during consideration of that item. If you wish to address Council on an issue, which is on this agenda, please complete a blue speaker request card, and deliver it to a staff member at the table on the left side of the Council Chambers prior to discussion of the item. When your name is called, stand to be recognized by the Mayor and then proceed to the podium. If you wish to address the City Council on any other item of interest to the public, when the Mayor asks if there is any “Business from the Floor,” follow the same procedure described above. Please limit your comments to three minutes or less.*

NOTICE REGARDING CHALLENGES TO DECISIONS: Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, the public hearing.

As presiding officer, the Mayor has the authority to preserve order at all City Council meetings, to remove or cause the removal of any person from any such meeting for disorderly conduct, or for making personal, impertinent, or slanderous remarks, using profanity, or becoming boisterous, threatening or personally abusive while addressing said Council, and to enforce the rules of the Council.

PERSONS INTERESTED IN PROPOSING AN ITEM FOR THE CITY COUNCIL AGENDA SHOULD CONTACT A MEMBER OF THE CITY COUNCIL.

The meeting of the Folsom City Council is being telecast on Metro Cable TV, Channel 14, the Government Affairs Channel, and will be shown in its entirety on the Friday and Saturday following the meeting, both at 9 a.m. The City does not control scheduling of this telecast and persons interested in watching the televised meeting should confirm this schedule with Metro Cable TV, Channel 14. The City of Folsom provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the online services page of the City's website www.folsom.ca.us.

In compliance with the Americans with Disabilities Act, if you are a person with a disability and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (916) 461-6035, (916) 355-7328 (fax) or CityClerkDept@folsom.ca.us. Requests must be made as early as possible and at least two full business days before the start of the meeting.

Any documents produced by the City and distributed to the City Council regarding any item on this agenda will be made available at the City Clerk's Counter at City Hall located at 50 Natoma Street, Folsom, California and at the Folsom Public Library located at 411 Stafford Street, Folsom, California during normal business hours.



CITY OF
FOLSOM
DISTINGUISHED BY NATURE

Folsom City Council Staff Report

MEETING DATE:	9/27/2022
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	US50/Empire Ranch Road Interchange Project Update
FROM:	Public Works Department

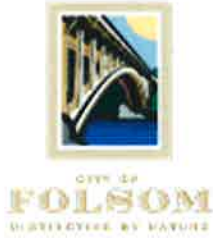
BACKGROUND / ISSUE

Staff will be presenting a project update on the US50/Empire Ranch Road Interchange Project. The presentation will include a history of the project to date, recent updates regarding project progress and project schedule projections.

Submitted,

Mark Rackovan, PUBLIC WORKS DIRECTOR

This page is intentionally left blank.



Folsom City Council Staff Report



MEETING DATE:	9/27/2022
AGENDA SECTION:	Scheduled Presentations
SUBJECT:	East Bidwell/Iron Point & US50 Onramp Improvement Project Update
FROM:	Public Works Department

BACKGROUND / ISSUE

Staff will be presenting a project update on the East Bidwell / Iron Point & US50 Onramp Improvement Project, which is proposed to convert one westbound through lane on Iron Point Road to a third left turn lane onto East Bidwell/US50. The presentation will include the status of the preliminary design, communications with Caltrans, and project timeline.

Submitted,

Mark Rackovan, PUBLIC WORKS DIRECTOR

This page is intentionally left blank.

City Council Special Meeting

MINUTES

www.folsom.ca.us

Tuesday, September 13, 2022
5:30 PM

CALL TO ORDER

The special City Council meeting was called to order at 5:31 pm with Mayor Kerri Howell presiding.

ROLL CALL:

CITY COUNCIL PRESENT

Vice Mayor Rosario Rodriguez
Councilmember Sarah Aquino
Councilmember YK Chalamcherla
Councilmember Mike Kozlowski
Mayor Kerri Howell

STAFF PRESENT

City Manager Elaine Andersen
City Attorney Steven Wang
City Clerk Christa Freemantle

ADJOURNMENT TO CLOSED SESSION FOR THE FOLLOWING PURPOSES:

1. Conference with Legal Counsel - Existing Litigation - Pursuant to Government Code Section 54956.9(d)(1): Friends of Folsom Preservation, et al. v. City of Folsom, et al., Sacramento County Superior Court Case Number: 34-2022-80003898
2. Conference with Legal Counsel - Existing Litigation - Pursuant to Government Code Section 54956.9(d)(1): Daniel Artherton v. City of Folsom, et al., Sacramento County Superior Court Case No. 34-2021-00293406
3. Conference with Legal Counsel Anticipated Litigation, Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4): One Potential Case
4. Conference with Labor Negotiator - Pursuant to Government Code Section 54957.6. Agency Negotiator: Interim Human Resources Director John Spittler. Employee Organization: Various Bargaining Groups

Motion by Councilmember Mike Kozlowski, second by Vice Mayor Rosario Rodriguez to adjourn to Closed Session for the above referenced items. Motion carried with the following roll call vote:

AYES: Councilmember(s): Rodriguez, Aquino, Chalamcherla, Kozlowski, Howell
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None
ABSTAIN: Councilmember(s): None

RECONVENE

City Attorney Steven Wang announced that no final action was taken during Closed Session.

ADJOURNMENT

The meeting was adjourned at 6:31 p.m.

SUBMITTED BY:

Christa Freemantle, City Clerk

ATTEST:

Kerri Howell, Mayor

City Council Regular Meeting

MINUTES

www.folsom.ca.us

Tuesday, September 13, 2022
6:30 PM

CALL TO ORDER

The regular City Council meeting was called to order at 6:31 pm with Mayor Kerri Howell presiding.

ROLL CALL:

CITY COUNCIL PRESENT

Vice Mayor Rosario Rodriguez
Councilmember Sarah Aquino
Councilmember YK Chalamcherla
Councilmember Mike Kozlowski
Mayor Kerri Howell

STAFF PRESENT

City Manager Elaine Andersen
City Attorney Steven Wang
City Clerk Christa Freemantle
CFO/Finance Director Stacey Tamagni
Parks and Recreation Director Lorraine Poggione
Recreation and Community Services Manager Tom Hellman
Human Resources Manager Allison Garcia
Community Development Director Pam Johns
Principal Planner Steve Banks
Principal Planner Desmond Parrington

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

AGENDA UPDATE

City Attorney Steven Wang advised that additional information was available for item 23.

BUSINESS FROM THE FLOOR:

The following speaker(s) addressed the City Council:

1. Andre Casanova regarding prevailing wage
2. Justin Raithel regarding permit fees

SCHEDULED PRESENTATIONS:

1. Proclamation of the Mayor of the City of Folsom Proclaiming September 17 through 23, 2022 as Constitution Week in the City of Folsom

Councilmember Mike Kozlowski presented the proclamation.

2. Proclamation of the Mayor of the City of Folsom Proclaiming the Month of September 2022 as Ovarian Cancer Awareness Month in the City of Folsom

Mayor Kerri Howell presented the proclamation.

3. Presentation of 2022 Community Service Day

Parks and Recreation Director Lorraine Poggione, Parks and Recreation Manager Tom Hellman and Community Service Day President Justin Raithel made a presentation.

CONSENT CALENDAR:

4. Approval of August 23, 2022 Special and Regular Meeting Minutes
5. Resolution No. 10910 – A Resolution Authorizing the City Manager to Execute a Contract Change Order for the Oil Index Increase with Goodfellow Brothers, LLC (Contract No. 174-21 20-060) for the Capital Southeast Connector Segment D3(A), Project No. PW1607, Federal Project No. 5288(046)
6. Resolution No. 10912 – A Resolution Authorizing Submittal of Applications for All CalRecycle Grants for Which the City of Folsom is Eligible
7. Resolution No. 10913 - A Resolution Amending Resolution Nos. 10478 and 10786 and Enacting the Annual Inflationary Adjustment for City Impact and Connection Fees for Law Enforcement, Fire Suppression, General Facilities, Vehicles and Equipment, Park Improvement, Humbug Willow Creek, Housing Trust, Water, Sanitary Sewer, Solid Waste, Transportation Improvement, Drainage, and Light Rail Impact
8. Resolution No 10914 – A Resolution Authorizing the City Manager to Execute the Sacramento Regional County Sanitation District and the City of Folsom Billing and Collection Agreement
9. Resolution No. 10915 - A Resolution Authorizing the City Manager to Execute a Purchase Agreement with Golden State Fire Apparatus Inc. for Two Type 1 Fire Engines from Golden State Fire Apparatus Inc. and Appropriation of Funds
10. Grant Funds Associated with Development of Affordable Housing Units at 300 Persifer Street
 1. Resolution No. 10916 - A Resolution Authorizing an Application for the SACOG 2022 Green Means Go Funding Program for Infrastructure and Planning Activities Associated with the Development of 300 Persifer Street
 2. Resolution No. 10917 - A Resolution of the City of Folsom Authorizing the City's Allocation of \$800,000 in Home Funds Received Through Participation in the SHRA HOME Consortium to Habitat for Humanity for the Construction of 10 Affordable Housing Units at 300 Persifer Street
11. Resolution No. 10918 - A Resolution Authorizing and Accepting a Grant Award from the Federal Emergency Management Agency's Hazard Mitigation Grant Program and California Office of Emergency Services for the Implementation of the City of Folsom Defensible Space and Vegetation Management Plan

Motion made by Councilmember Mike Kozlowski, seconded by Vice Mayor Rosario Rodriguez to approve the Consent Calendar.

Motion carried with the following roll call vote:

AYES: Councilmember(s): **Rodriguez, Aquino, Chalamcherla, Kozlowski, Howell**
NOES: Councilmember(s): **None**
ABSENT: Councilmember(s): **None**
ABSTAIN: Councilmember(s): **None**

OLD BUSINESS:

12. Resolution No. 10911 – A Resolution of the City Council of the City of Folsom Proclaiming Termination of COVID-19 Local Emergency

City Manager Elaine Andersen made a presentation; she and Human Resources Manager Allison Garcia responded to questions.

City Council direction was to terminate the City's COVID-19 sick leave bank as of October 1, 2022, as California COVID-19 sick leave bank will still be in effect for employees after that date if it is needed.

Motion made by Vice Mayor Rosario Rodriguez, seconded by Councilmember YK Chalamcherla to approve Resolution No. 10911.

Motion carried with the following roll call vote:

AYES: Councilmember(s): **Rodriguez, Aquino, Chalamcherla, Kozlowski, Howell**
NOES: Councilmember(s): **None**
ABSENT: Councilmember(s): **None**
ABSTAIN: Councilmember(s): **None**

NEW BUSINESS:

13. Ordinance No. 1332 – An Ordinance of the City of Folsom Adding Chapter 12.25, "Temporary Outdoor Dining Permit", to the Folsom Municipal Code Regarding Temporary Use of Parking Space on City Streets and City-owned Public Properties for Outdoor Dining (Introduction and First Reading)

Vice Mayor Rosario Rodriguez explained that she was recusing from this item because she owns a restaurant with a parklet. She left the dais.

Community Development Director Pam Johns made a presentation and responded to questions from the City Council.

The following speakers addressed the City Council:

1. John Voelz
2. Karen Homes speaking on behalf of Dylan Marrow
3. Loretta Hettinger
4. Justin Raithel

After City Council discussion and clarification from staff, the City Council concurred with the following amendments:

Amend Section 12.25.010.B to add the word "reasonable" before "notice" should the City determine the need to modify or cancel the permit.

Amend Section 12.25.020.E to add the words “and design” after “proposed use” to clarify the scope of staff review in determining suitability and appropriateness of temporary outdoor dining improvements.

City Council also directed staff to bring back a fee resolution for the annual renewal permit at a lower cost than the initial annual permit. Staff will include that new renewal fee in an upcoming planning and permit processing fee analysis scheduled in 2023.

Motion made by Councilmember Mike Kozlowski, seconded by Councilmember YK Chalamcherla to introduce and conduct first reading of Ordinance No. 1332.

Motion carried with the following roll call vote:

AYES: Councilmember(s): Aquino, Chalamcherla, Kozlowski, Howell
NOES: Councilmember(s): None
ABSENT: Councilmember(s): Rodriguez (*recused*)
ABSTAIN: Councilmember(s): None

Vice Mayor Rosario Rodriguez returned to the dais.

14. Potential Modifications to City of Folsom Cardroom Ordinance and Direction to City Staff

Principal Planner Steve Banks made a presentation and responded to questions from the City Council.

Robert Holderness, representing Delta CLP, introduced their specialist in gambling law, Tiffany Lichtig. Ms. Lichtig responded to questions from the City Council.

City Council direction to staff was to bring back amendments to the cardroom ordinance at a future City Council meeting.

15. Zoning Code Update – Workshop on Proposed Zoning Administration and Review Process Changes and Direction to Staff

Principal Planner Desmond Parrington made a presentation and responded to questions from the City Council.

The following speaker addressed the City Council:

1. Loretta Hettinger

City Council provided direction to staff regarding the Zoning Code Update and Review Process Changes as listed below, which were generally consistent with staff recommendations:

1. Regarding Design Review, increase thresholds for Commission review for commercial projects from 1,000 square feet to 5,000 square feet and residential projects from 2 dwelling units to 10 dwelling units.
2. Regarding Permits and Variances, create a director-level Administrative Use Permit and allow director-level minor modifications up to 25% deviation from a development standard.
3. Regarding Public Hearings, Notices and Outreach, expand noticing area to 500 feet, require early notification emails, director reports to the Commission, development activity website, and grant the Community Development Director authority to require a community meeting for a project.

- 4. Regarding Appeals, change to one-level of appeal with director decisions appealed to the Planning Commission for final decision and Commission decisions appealed to the City Council for final decision.

CONVENE JOINT MEETING

JOINT CITY COUNCIL AGENDA

Joint City Council / Folsom Redevelopment Successor Agency / Folsom Public Financing Authority / Folsom Ranch Financing Authority / South of 50 Parking Meeting

ROLL CALL:

CITY COUNCIL/BOARD PRESENT	STAFF PRESENT
Vice Mayor/Vice Chair Rosario Rodriguez	City Manager Elaine Andersen
Council/Board Member Sarah Aquino	City Attorney Steven Wang
Council/Board Member YK Chalamcherla	CFO Stacey Tamagni
Council/Board Member Mike Kozlowski	City Clerk Christa Freemantle
Mayor/Board Chair Kerri Howell	

CONSENT CALENDAR:

- 16. Approval of the July 12, 2022 Joint City Council / Redevelopment Successor Agency / Public Financing Authority / Folsom South of 50 Parking Authority / Folsom Ranch Financing Authority Meeting Minutes
- 17. Receive and File the City of Folsom, the Folsom Redevelopment Successor Agency, the Folsom Public Financing Authority, the Folsom Ranch Financing Authority, and the South of 50 Parking Authority Monthly Investment Reports for the Month of June 2022

Motion made by Vice Mayor Rosario Rodriguez, seconded by Councilmember Mike Kozlowski to approve the Consent Calendar.

Motion carried with the following roll call vote:

AYES: Councilmember(s): Rodriguez, Aquino, Chalamcherla, Kozlowski, Howell
NOES: Councilmember(s): None
ABSENT: Councilmember(s): None
ABSTAIN: Councilmember(s): None

ADJOURNMENT

There being no further business to come before the joint City Council / Redevelopment Successor Agency / Public Financing Authority / Folsom South of 50 Parking Authority / Folsom Ranch Financing Authority, the meeting was adjourned to the regular City Council meeting at 8:55 pm.

RECONVENE CITY COUNCIL MEETING

CITY MANAGER REPORTS:

City Manager Elaine Anderson announced upcoming events for the Organics Program Kitchen Pail Giveaway, the Parks and Recreation Fun Factory preschool registration, the Vista Del Lago annual homecoming parade, and the Wayne Spence Veterans Parade.

COUNCIL COMMENTS:

Vice Mayor Rosario Rodriguez thanked all the volunteers participating in Community Service Day. She announced upcoming events, including Americana Fest, Choose Folsom Leadership Course Reunion, Future Folsom and the Wild West Film Festival.

Councilmember YK Chalamcherla commented regarding attending the League of California Cities conference in Long Beach and commented regarding Community Service Day and his visit to Pinebrook Village. He provided an update regarding the Sacramento Cable Commission meeting.

Councilmember Mike Kozlowski spoke about Community Service Day and the new Oktober Fest beer at Red Bus Brewery.

Councilmember Sarah Aquino asked that the meeting be adjourned in honor of Reid Bellis who passed away recently.

Mayor Kerri Howell provided updates regarding regional meetings she attended and said she is looking forward to Community Service Day and the upcoming Mayors Cup Golf Tournament.

ADJOURNMENT

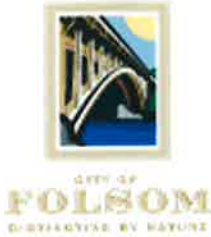
There being no further business to come before the Folsom City Council, Mayor Kerri Howell adjourned the meeting in memory of Reid Bellis at 9:05 pm.

SUBMITTED BY:

Christa Freemantle, City Clerk

ATTEST:

Kerri Howell, Mayor



Folsom City Council Staff Report

MEETING DATE:	9/27/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Ordinance No. 1332 – An Ordinance of the City of Folsom Adding Chapter 12.25, “Temporary Outdoor Dining Permit”, to the Folsom Municipal Code Regarding Temporary Use of Parking Space on City Streets and City-owned Public Properties for Outdoor Dining (Second Reading and Adoption)
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff respectfully recommends that the City Council conduct second reading of Ordinance No. 1332 – An Ordinance of the City of Folsom Adding Chapter 12.25, “Temporary Outdoor Dining Permit”, to the Folsom Municipal Code Regarding Temporary Use of Parking Space on City Streets and City-owned Public Properties for Outdoor Dining.

BACKGROUND / ISSUE

Following proclamation by the State and the County of the COVID-19 public health emergency, the Folsom City Council proclaimed a local emergency caused by the rapid spread of COVID-19 in Sacramento County and throughout California.

The City’s Director of Emergency Services (City Manager) issued Emergency Order DES-04-20 on May 1, 2020 which included, among other things, permission for temporary use of certain City-owned public properties for outdoor dining until termination of the local emergency. Thereafter, several restaurants in the City fronting public streets with on-street parking obtained temporary permits to use designated on-street parking areas (the “parklets”) as well as City-owned public property for outdoor dining.

Following a review of the proclamation of the COVID-19 local emergency on August 23, 2022, the City Council directed staff to bring an action item to this Council meeting to terminate the local emergency but keep the temporary outdoor dining permit process in place.

On September 13, 2022 City Council introduced and conducted first reading of Ordinance 1332 with direction for minor amendments as follows:

1. Amend Section 12.25.010.B to add the word “reasonable” before “notice” should the City determine the need to modify or cancel the permit.
2. Amend Section 12.25.020.E to add the words “and design” after “proposed use” to clarify the scope of staff review in determining suitability and appropriateness of temporary outdoor dining improvements.

City Council also directed staff to bring back a fee resolution for the annual renewal permit at a lower cost than the initial annual permit. Staff will include that new renewal fee in an upcoming planning and permit processing fee analysis scheduled in 2023.

POLICY / RULE

The City Council has authority to enact or repeal ordinances pursuant to Section 2.12(A) of the Folsom City Charter.

ANALYSIS

For over two years since allowing temporary use of parking spaces on City streets and City-owned public properties for outdoor dining, the City has received no complaint except one recently where an individual brought to the City’s attention that the “parklet” outdoor dining areas lack Americans with Disabilities Act (ADA) Accessibility. The City promptly notified all permittees to review and evaluate ADA accessibility in their parklet areas under the permit condition prohibiting interference with access under the Americans with Disabilities Act.

The proposed Ordinance will make the temporary outdoor dining permit on City Streets and City-owned public properties process permanent in the Folsom Municipal Code and not dependent on the COVID-19 local emergency. The following are some of the key provisions for the Temporary Outdoor Dining Permit:

1. Permit valid for 12 months and may be renewed
2. Permit requires approval of an encroachment permit
3. Permit not transferrable to another location
4. Permit subject to cancelation with written determination of danger or noncompliance by Community Development Director
5. Permittee required to provide liability insurance and indemnity to City

The permit application will be reviewed and evaluated by the Community Development Department, in consultation with the Public Works Department, Parks and Recreation Department, Fire Department and Police Department, for suitability of using the proposed on-street parking space or City-owned public property for outdoor dining. Upon receiving necessary plans submitted with the application, City staff will work collaboratively with the applicant to make the outdoor dining area safe and enjoyable for everyone.

FINANCIAL IMPACT

The City Council will utilize the Site Design Review fee previously adopted by City Council Resolution for the Temporary Outdoor Dining Permit. The financial impact on the City's general fund will be negligible.

ENVIRONMENTAL REVIEW

This action is not considered a project under Section 15061(b)(3) of the California Environmental Quality Act Guidelines, and as such is exempt from environmental review.

ATTACHMENT

Ordinance No. 1332 – An Ordinance of the City of Folsom Adding Chapter 12.25, “Temporary Outdoor Dining Permit”, to the Folsom Municipal Code Regarding Temporary Use of Parking Space on City Streets and City-owned Public Properties for Outdoor Dining

Respectfully submitted,



Pam Johns, Community Development Director

ORDINANCE NO. 1332

**AN ORDINANCE OF THE CITY OF FOLSOM
ADDING CHAPTER 12.25, "TEMPORARY OUTDOOR DINING PERMIT",
TO THE FOLSOM MUNICIPAL CODE REGARDING TEMPORARY USE OF
PARKING SPACE ON CITY STREETS AND CITY-OWNED PUBLIC PROPERTIES
FOR OUTDOOR DINING**

The City Council of the City of Folsom does hereby ordain as follows:

SECTION 1 PURPOSE

The purpose of this Ordinance is to allow temporary use of parking space on City street and City-owned public property for outdoor dining by adding Chapter 12.25, "Temporary Outdoor Dining Permit", to the Folsom Municipal Code.

SECTION 2 ADDITION TO CODE

Chapter 12.25 is hereby added to the Folsom Municipal Code to read as follows:

**Chapter 12.25
Temporary Outdoor Dining Permit**

Sections:

- 12.25.010 Temporary use of parking space on city street and city-owned public property for outdoor dining.**
- 12.25.020 Permit required.**
- 12.25.030 Permit not transferable.**
- 12.25.040 Modification or cancelation of permit.**
- 12.25.050 Insurance and indemnity.**

12.25.010 Temporary use of parking space on city street and city-owned public property for outdoor dining.

A. Restaurants desiring to use parking space on City street or City-owned public property for outdoor dining may apply for a Temporary Outdoor Dining Permit from the Community Development Department.

B. If approved through issuance of a Temporary Outdoor Dining Permit under this Chapter, the use of parking space on City street or City-owned public property for outdoor dining shall be temporary and subject to modification or cancelation by the City at any time with reasonable notice to the permittee.

C. No real property interest or right is provided, given, or otherwise conveyed to any person or entity using parking space on City street or City-owned public property for outdoor dining under this Chapter.

D. The use of parking space on City street or City-owned public property for outdoor dining shall not interfere with vehicular and pedestrian traffic, or access under the Americans with Disabilities Act.

12.25.020 Permit required.

A. No outdoor dining in parking space on City street or City-owned public property shall be allowed without a valid Temporary Outdoor Dining Permit.

B. The permit application shall be on a form prescribed by the Community Development Department and shall include necessary plans and supporting materials of the proposed location and layout and any information deemed necessary by the Department to determine compliance with applicable building and fire codes and accessibility requirements.

C. The permit application shall be deemed incomplete without payment of a non-refundable permit fee (Site Design Review fee) established by resolution of the City Council.

D. All Temporary Outdoor Dining Permits also require approval of an Encroachment Permit and payment of applicable fee adopted by resolution of the City Council.

E. The Community Development Department shall, in consultation with the Public Works Department, Parks and Recreation Department, Fire Department and Police Department determine the suitability and appropriateness of the proposed use and design of parking space on City street or City-owned public property requested by the restaurant for outdoor dining.

F. The permittee shall comply with the requirements of this Chapter and all conditions specified in the permit.

G. Temporary fencing not exceeding 3 feet tall to separate the outdoor dining area from vehicular and pedestrian traffic shall be placed in a safe manner around the outdoor dining area. Exceptions may be granted for taller fencing if required by other outside agency such as Alcohol and Beverage Control (ABC).

H. No permanent item or structure may be installed on City streets or City-owned public property.

I. Permittee shall comply with all applicable State and County laws and regulations pertaining to outdoor dining, including but not limited to sale and consumption of alcoholic beverages.

J. Permit issued under this Chapter is temporary, modifiable and cancelable at any time upon notice to the permittee, valid for 12 months upon issuance unless canceled, and renewable subject to verification of compliance of the permit conditions by the Community Development Department. Application for a Temporary Outdoor Dining Permit and Encroachment Permit is required for permit renewal, along with payment of applicable permit fees.

K. The use permitted under this Chapter shall cease upon cancelation of the permit, and the permittee shall return public property to the condition existing at the time of permit issuance within seven calendar days of receiving cancelation notice.

L. For purpose of this Chapter, "permittee" shall include the person or entity receiving the permit and the restaurant entity, business, or organization operating under the permit.

12.25.030 Permit not transferable.

Permits issued pursuant to this Chapter are not transferable to another location.

12.25.040 Modification or cancelation of permit.

A. The Community Development Director may modify conditions imposed on permits issued under this Chapter with notice to the permittee.

B. The Community Development Director may cancel any permit issued under this Chapter for the following reasons:

1. Failure to comply with any condition imposed on the permit.
2. Failure to comply with any provision under this Chapter.
3. The outdoor dining has been conducted in a manner contrary to the application and approval granted in the permit.
4. The outdoor dining operation poses a danger or hazard to vehicular or pedestrian traffic, or the public, or interferes with access under the Americans with Disabilities Act.
5. The permittee or his/her/its employees or agents have failed to comply with all applicable federal, state, and local laws, rules, or regulations in connection with the outdoor dining operation.
6. The applicant has knowingly made a false statement of material fact or has knowingly omitted a material fact in the application.

C. The Director's determination to cancel the permit shall be in writing, setting forth the reasons for said determination.

12.25.050 Insurance and indemnity.

A. The permittee shall maintain in full force and effect, at its sole cost and expense, commercial general liability insurance coverage for claims of bodily injury and property damage liability not less than \$1,000,000 for each occurrence and provide the City with an additional insured endorsement and primary and non-contributory endorsement naming the City of Folsom and its officers, agents and employees as additional insured.

B. The permittee shall protect, defend, indemnify, save and hold the City and its officers, agents, and employees harmless from any and all claims, demands, lawsuits, or causes of action for death or injury to persons, or damage to property resulting from intention or negligent acts, errors, or omissions of the permittee or its employees, contractors, and agents, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of the permittee or its employees, contractors, or agents, or by the permittee’s operation under the permit.

SECTION 3 SCOPE

Except as set forth in this Ordinance, all other provisions of the Folsom Municipal Code shall remain in full force and effect.

SECTION 4 NO MANDATORY DUTY OF CARE

This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 5 SEVERABILITY

If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

SECTION 6 EFFECTIVE DATE

This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on September 13, 2022 and the second reading occurred at the regular meeting of the City Council on September 27, 2022.

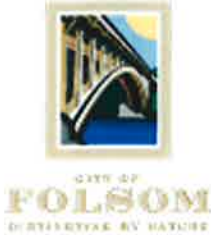
On a motion by Council Member _____ seconded by Council Member _____, the foregoing Ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 27th day of September 2022, by the following roll-call vote:

- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

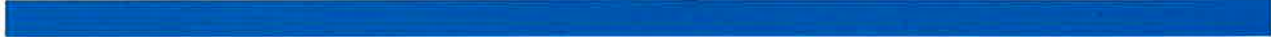
Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report



MEETING DATE:	9/27/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10919 -A Resolution Authorizing the Police Department to Accept a Selective Traffic Enforcement Program Grant in the Amount of \$63,000 from the State of California Office of Traffic Safety and Appropriation of Funds
FROM:	Police Department

RECOMMENDATION / CITY COUNCIL ACTION

The Police Department requests the City Council approve Resolution No. 10919 - A Resolution Authorizing the Police Department to Accept a Selective Traffic Enforcement Program Grant in the Amount of \$63,000 from the State of California Office of Traffic Safety and Appropriation of funds.

BACKGROUND / ISSUE

The goal of the California Office of Traffic Safety’s statewide Selective Traffic Enforcement Program (STEP) is to reduce the number of people killed and injured in traffic collisions caused by driving under the influence, speed, red-light running, and other primary collision factors. Through a partnership with law enforcement, funding is provided to local jurisdictions to identify primary collision factors, conduct education and enforcement to reduce the number of fatal and injury related traffic collisions.

In an application to the State of California Office of Traffic Safety (OTS), the Folsom Police Department has requested overtime funding for conducting DUI, speed, right-of-way, traffic signals and signs, improper turning, pedestrian and bicycle violations to reduce or prevent injury and fatal collisions in the City of Folsom.

By accepting this grant, the Police Department agrees to participate and report data (as required) in the following campaigns; National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization or Summer Mobilization, National Distracted

Driving Awareness Month, National Motorcycle Safety Month, National Child Passenger Safety Week, and California’s Pedestrian Safety Month.

The Police Department will also send officers to training programs including NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE), Standardized Field Sobriety Testing (SFST), Drug Recognition Expert (DRE), and SFST instructor.

POLICY / RULE

This grant acceptance and appropriation of funds requires City Council approval.

ANALYSIS

The California OTS provides grant funding to reimburse law enforcement agencies for the cost of conducting selective enforcement geared at reducing fatal and injury collisions.

Since 2012, the Folsom Police Department has applied for grant funding from California OTS to provide directed enforcement towards the primary collision factors that have been the cause of injury and fatal traffic collisions in our community. These grants have provided additional officers in the field for enforcement of speed, rights-of-way, unsafe turning, DUI, and distracted driving violations, as well as education efforts in Folsom schools. By participating in the California OTS Selective Traffic Enforcement Program, the Folsom Police Department intends to continue its work in bringing awareness of the primary causes of collisions through enforcement and education in an effort to reduce the number of fatal and injury related traffic collisions in the City of Folsom.

FINANCIAL IMPACT

There is no General Fund fiscal impact associated with this grant. The State of California OTS will reimburse all overtime expenses generated by the Selective Traffic Enforcement Program. The Folsom Police Department estimates overtime costs to be approximately \$63,000. The grant funding will require an appropriation in FY 2022-23 General Fund (Fund 010) Budget in the Police Department.

ENVIRONMENTAL REVIEW

n/a

ATTACHMENTS

Resolution No. 10919 - A Resolution Authorizing the Police Department to Accept a Selective Traffic Enforcement Program Grant in the Amount of \$63,000 from the State of California Office of Traffic Safety and Appropriation of Funds

Submitted,

Richard Hillman, Chief of Police

RESOLUTION NO. 10919

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$63,000 FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY AND APPROPRIATION OF FUNDS

WHEREAS, the City of Folsom Police Department is requesting the City Council authorize the acceptance of a grant titled “Selective Traffic Enforcement Program” for the Period of October 1, 2022 through September 30, 2023, from the California Office of Traffic Safety, in the amount of \$63,000; and

WHEREAS, selective enforcement of the primary causes of collisions are an effective way to deter motorists that would speed, drive while under the influence, or otherwise drive unsafe, thereby reducing fatal and injury collisions; and

WHEREAS, the grant monies will be used to reimburse personnel overtime costs associated with selective traffic enforcement and the training of officers in the detection, apprehension, and prosecution of impaired drivers; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom hereby authorizes the acceptance of the grant titled “Selected Traffic Enforcement Program” from the State of California Officer of Traffic Safety, which will provide funding to conduct selective traffic enforcement geared at reducing the number of fatal and injury collisions in the City. The City Manager or her designee is hereby authorized and empowered to accept and execute in the name of the City of Folsom all necessary contacts, agreements, amendments, and payment requests hereto for the purposes of accepting and fulfilling the requirements of the grant titled “Selected Traffic Enforcement Program”

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Folsom authorizes the Finance Director to appropriate the grant amount of \$63,000 to the Police Department Fiscal Year 2022-23 General Fund Budget (Fund 010) to be reimbursed by the California Office of Traffic Safety.

PASSED AND ADOPTED this 27th day of September 2022, by the following roll-call vote:

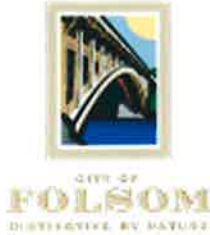
- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

This page is intentionally left blank.



Folsom City Council Staff Report



MEETING DATE:	9/27/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10921 – A Resolution Authorizing the City Manager to Execute an Agreement with National Auto Fleet Group to Purchase Three Ford Ranger Pickup Trucks
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 10921 – A Resolution Authorizing the City Manager to Execute an Agreement with National Auto Fleet Group to Purchase Three Ford Ranger Pickup Trucks.

BACKGROUND / ISSUE

The Public Works Department must maintain a fleet of administration vehicles that is able to provide efficient and reliable transportation for Solid Waste staff. The City’s requirement for these vehicles is based on the accelerated replacement pilot program and to provide the current level of services. The vehicles being purchased will replace three existing Ford Ranger pickup trucks in the Solid Waste fleet, which are projected to be sold at or above their original procurement price.

This resolution will authorize the City Manager to execute an agreement with National Auto Fleet Group for the purchase of three Ford Ranger pickup trucks. The total cost for the purchase of these vehicles will not exceed \$110,634.72.

POLICY / RULE

Section 2.36.080 of the Folsom Municipal Code states, in part, that contracts for supplies, equipment, services, and construction with an estimated value of \$66,141 or greater shall be awarded by the City Council.

Section 2.36.170 of the Folsom Municipal Code permits cooperative purchasing agreements for the procurement of any supplies, equipment, service, or construction with one or more public procurement units in accordance with an agreement entered into or between the participants.

ANALYSIS

Sourcewell is a national cooperative purchasing entity of which the City of Folsom is a member. The City has purchased numerous items through Sourcewell. National Auto Fleet Group has a current contract with Sourcewell for Ford Ranger pickup trucks at a price that has been assessed to be fair, reasonable, and competitive.

Sourcewell contract number #091521-NAF will be utilized for the purchase of solid waste pickup trucks.

- 2023 Ford Ranger XL SuperCrew - \$36,878.24 each, total quantity of three

This price includes taxes, tire fees and delivery.

FINANCIAL IMPACT

A total of \$5,142,714 has been appropriated in the Fiscal Year 2022-23 Solid Waste Operating Budget to purchase vehicles. The Department is requesting that the contract be authorized for a not to exceed amount of \$110,634.72. Sufficient funds to purchase these replacement vehicles are budgeted and available in the Fiscal Year 2022-23 Solid Waste Operating Fund (Fund 540).

ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA).

ATTACHMENTS

Resolution No. 10921 – A Resolution Authorizing the City Manager to Execute an Agreement with National Auto Fleet Group to Purchase Three Ford Ranger Pickup Trucks.

Submitted,

Mark Rackovan, PUBLIC WORKS DIRECTOR

RESOLUTION NO. 10921

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NATIONAL AUTO FLEET GROUP TO PURCHASE THREE FORD RANGER PICKUP TRUCKS

WHEREAS, the Public Works Department has validated its need to purchase three pickup trucks based on the department’s solid waste vehicle replacement and expansion schedule; and

WHEREAS, this purchase will be made through Sourcewell. National Auto Fleet Group currently has a contract with Sourcewell to sell Ford Ranger pickup trucks in an amount not to exceed \$36,878.24 per truck, for a total of \$110,634.72 for the purchase of three Ford Ranger pickup trucks; and

WHEREAS, sufficient funds are budgeted and available in the Fiscal Year 2022-23 Solid Waste Fund (Fund 540) Operating Budget, which includes \$5,142,714 for the purchase of vehicles; and

WHEREAS, staff recommends the execution of a contract with National Auto Fleet Group for the purchase of three Ford Ranger pickups; and

WHEREAS, the agreement will be in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute an agreement with National Auto Fleet Group to purchase three Ford Ranger pickups for the Solid Waste Division for a total not to exceed amount of \$110,634.72.

PASSED AND ADOPTED this 27th day of September 2022, by the following roll-call vote:

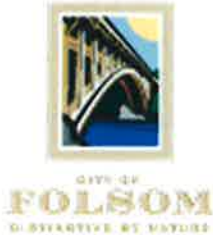
- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

This page is intentionally left blank.



Folsom City Council Staff Report



MEETING DATE:	9/27/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10923 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit
FROM:	Human Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Interim Human Resources Director recommends that the City Council pass and adopt Resolution No. 10923 – A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit.

BACKGROUND / ISSUE

The existing Memorandum of Understanding (MOU) between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit expired on June 30, 2022. The parties began negotiations on a new MOU on April 18, 2022, and reached a tentative agreement on August 31, 2022. Local 522 ratified the tentative agreement on September 6, 2022. The new proposed successor MOU is being presented to the City Council on September 27, 2022, for consideration and approval.

POLICY / RULE

Government Code Title 1, Division 4, Chapter 10 commonly known as the Meyers-Milias-Brown Act requires that representatives of the Governing Body of a public agency shall meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized employee organizations. Both parties shall endeavor to reach a tentative agreement within the scope of representation, and, if a tentative agreement is reached and ratified by the respective parties, they shall prepare a written memorandum of understanding.

ANALYSIS and FINANCIAL IMPACT

A tentative agreement was reached by the parties and the proposed successor Memorandum of Understanding, which will be effective July 1, 2022, contains the following changes that have some economic impact, as outlined below. The changed provisions are as follows:

1. The MOU term will be for three (3) years: July 1, 2022, through June 30, 2025.
2. The classes of Fire Captain, Fire Engineer, and Firefighter shall have one salary range, consisting of seven (7) steps, with five (5) percent between steps.
 - Employee step assignment in the new range shall be equal to the salary the employee is assigned as of June 30, 2022. The cost for the adjustment to the salary ranges will be approximately \$206,768 in the first year in salary and benefit costs.
3. A cost-of-living adjustment (COLA) is provided for each year of the agreement:
 - Year 1: Effective July 1, 2022
 - 3.5% for Fire Captain, Fire Engineer, and Firefighter employees
 - The cost for the first year of the COLA will increase salary and benefits approximately \$454,692.
 - Year 2: Effective July 1, 2023
 - 3% for Fire Captain, Fire Engineer, and Firefighter employees
 - The cost for the second year of the COLA will increase salary and benefits approximately \$396,878.
 - Year 3: Effective July 1, 2024
 - 3% for Fire Captain, Fire Engineer, and Firefighter employees
 - The cost for the third year of the COLA will increased salary and benefits approximately \$406,075.
4. Effective July 1, 2022, the classes of Fire Captain, Fire Engineer, and Firefighter shall receive a special salary increase of 5%. The cost of the special salary increase will be approximately \$659,826 in the first year in salary and benefits.
5. Medic Unit Incentive Pay
 - Fire Captain, Fire Engineer, and Firefighter are eligible to participate in the annual medic unit incentive pay based on hours worked on a medic unit. An hours report, inclusive of regular duty and overtime hours, will be paid based on the following:
 - 1) 2200 hours worked – employee receives \$1,000
 - 2) 2500 hours worked – employee receives \$1,250
 - 3) 2800 hours worked – employee receives \$1,500
6. Uniform Allowance
 - The City will increase uniform allowance per employee to \$1,250 per year (currently at \$1,075 per year) for purchase of approved on-duty uniforms and attire.

7. Tuition/Books Reimbursement
 - o The City will increase reimbursable costs per employee for books, tuition, and lodging up to \$1,500 per fiscal year (currently at \$900 per fiscal year).
8. A variety of non-economical and clarification language changes were also agreed upon.

ATTACHMENTS

1. Resolution No. 10923 - A Resolution Authorizing the City Manager to Execute a Memorandum of Understanding between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit
2. Proposed Memorandum of Understanding between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit for the term of July 1, 2022, through June 30, 2025

Submitted,

John W. Spittler
Human Resources Director, Interim

Attachment 1

RESOLUTION NO. 10923

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND
THE SACRAMENTO AREA FIREFIGHTERS LOCAL 522, IAFF, FOLSOM UNIT**

RESOLUTION NO. 10923

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE SACRAMENTO AREA FIREFIGHTERS LOCAL 522, IAFF, FOLSOM UNIT

WHEREAS, the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit have met and conferred in good faith since April 18th, 2022; and

WHEREAS, the parties reached a tentative agreement on August 31st, 2022; and

WHEREAS, the members of the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit ratified the tentative agreement on September 6th, 2022; and

WHEREAS, the City Manager and the City’s negotiation team recommend the City Council adopt the tentative agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOLSOM, that the City Council adopts the tentative agreement between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit for the period of July 1, 2022, to June 30, 2025; and

BE IT FURTHER RESOLVED, that the City Council of the City of Folsom authorizes the City Manager to execute a Memorandum of Understanding between the City of Folsom and the Sacramento Area Firefighters Local 522, IAFF, Folsom Unit.

PASSED AND ADOPTED on this 27th day of September 2022, by the following roll-call vote:

- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Attachment 2

PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOLSOM AND THE SACRAMENTO AREA FIREFIGHTERS LOCAL 522, IAFF, FOLSOM UNIT FOR THE TERM OF JULY 1, 2022, THROUGH JUNE 30, 2025.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF FOLSOM
AND
SACRAMENTO AREA FIREFIGHTERS
LOCAL 522, IAFF, FOLSOM UNIT

~~September 16, 2019 through June 30, 2022~~ July 1, 2022, through June 30, 2025

TABLE OF CONTENTS

PREAMBLE 5

ARTICLE I - RECOGNITION AND COVERAGE 5

1. RECOGNITION 5

2. CONTINUATION OF BENEFITS 5

3. TERMS OF UNDERSTANDING 6

4. MEETING AND CONFERRING DURING THE TERM OF THE MEMORANDUM OF UNDERSTANDING 6

5. SEVERANCE 6

6. NO STRIKE 7

ARTICLE II - MANAGEMENT RIGHTS 7

ARTICLE III - UNION RIGHTS 8

1. UNION LEAVE 8

2. UNION BANK TIME 9

3. UNION SECURITY 9

ARTICLE IV - SALARY AND OTHER COMPENSATION 10

1. MARKET SURVEY 10

2. PARAMEDIC INCENTIVE PAY 10

3. TEMPORARY WORK ASSIGNMENTS 11

4. EDUCATIONAL INCENTIVE 12

5. LONGEVITY PAY PLAN 13

6. OUT OF CLASS COMPENSATION 14

7. RETIREMENT 14

8. PRE-RETIREMENT OPTIONAL SETTLEMENT 2W DEATH BENEFIT (SURVIVORS) 15

9. PERS RETIREMENT – ALTERNATE DEATH BENEFIT 15

10.. SOCIAL SECURITY WITHDRAWAL 15

11.. FIELD TRAINING OFFICER (FTO) 15

12. SALARY 16

13. SALARY RANGES 16

ARTICLE V - OVERTIME 17

1. OVERTIME COMPUTATION/ACCRUED STAFFING FURLOUGH TIME 17

2. COMPENSATING TIME OFF 18

3. OVERTIME SCHEDULING 18

4. EMERGENCY CALLBACK 1919

5. MANDATORY HIRES 19

6. COURT APPEARANCES 2020

7. STATION ASSIGNMENT CHANGES 2020

8. STAFFING ERRORS 20

9. SCHEDULED OFF-DUTY TRAINING 20

10. CITY BUSINESS TRAVEL 2121

ARTICLE VI - HOURS OF WORK 2121

1. 48/96 WORK SHIFT 21

2. MODIFIED DUTY ASSIGNMENTS 2222

3. FAIR LABOR STANDARDS ACT (FLSA) 2222

4. STATION AND SHIFT TRANSFER PROCESS 2222

5. STATION BIDS 23

ARTICLE VII - HOLIDAYS.....2424

1. NON-SHIFT PERSONNEL.....2424
2. HOLIDAY PAY DIFFERENTIAL.....2525
3. HOLIDAY ROUTINE.....2525

ARTICLE VIII - LEAVES.....2525

1. ANNUAL LEAVE.....2525
2. LEAVE REQUEST PROCEDURE.....26
3. VACATION BIDDING.....2727
4. SHIFT TRADES.....2929
5. SICK LEAVE.....3131
6. FMLA OR CFRA
7. BEREAVEMENT LEAVE.....3232
8. PERSONAL LEAVE TIME.....3333
9. EMERGENCY LEAVE.....3333
10. LEAVE TIME ACCRUAL - NON-PAY STATUS.....3434
11. LOCAL 522 CATASTROPHIC TIME BANK.....3434
12. LEAVE CONVERSION RATES.....3535
13. JURY DUTY LEAVE.....3535

ARTICLE IX - INSURANCE.....3636

1. MEDICAL INSURANCE.....3636
2. HEALTH INSURANCE.....3636
3. HIGH DEDUCTIBLE HEALTH PLANS.....3838
4. OUT OF STATE HEALTH PREMIUM PLAN.....3939
5. DENTAL INSURANCE.....4040
6. VISION CARE.....4040
7. HEALTH BENEFITS LABOR-MANAGEMENT COMMITTEE.....4040
8. LIFE INSURANCE.....4040
9. SHORT TERM DISABILITY INSURANCE.....39
10. LONG TERM DISABILITY INSURANCE.....4141
11. FMLA/CFRA LEAVE STATUS.....4141
12. RETIREE HEALTH INSURANCE.....4141
13. RETIREE HEALTH BENEFITS REOPENER.....4343

ARTICLE X - ALLOWANCES AND REIMBURSEMENTS.....4444

1. UNIFORM ALLOWANCE.....4444
2. UNIFORMS - CLASS A.....4545
3. MILEAGE REIMBURSEMENT.....4545
4. TUITION/BOOKS REIMBURSEMENT.....4545
5. COMPENSATION FOR TRAINING.....4646
6. REPLACEMENT OF DAMAGED PERSONAL PROPERTY.....4646
7. SCBA OPTICS REIMBURSEMENT.....4646

ARTICLE XI - EMPLOYEE DISCIPLINE.....4646

1. EMPLOYEE DISCIPLINE.....4646
2. PERFORMANCE EVALUATIONS.....5252
3. PERSONNEL FILES.....5252
4. PURGING PERSONNEL FILES.....5252

ARTICLE XII - GRIEVANCE PROCEDURE.....5353

ARTICLE XIII - MISCELLANEOUS.....5555

1. FITNESS FOR DUTY.....5555

2. FITNESS EVALUATION (WELLNESS)..... 5656

3. MODIFIED DUTY ASSIGNMENTS 5656

4. FIRE JOB CLASSIFICATION 5757

5. PROMOTIONAL TEST SCHEDULING 5757

6. PAYCHECK DISTRIBUTION 5858

7. LABOR/MANAGEMENT TEAM 5858

8. DEPARTMENT BULLETINS 56

9. PROGRAM COORDINATOR/TECHNICIAN 5858

10. PROGRAM INCENTIVE PAY 56

11. MEDIC UNIT INCENTIVE PAY

12. STRIKE TEAM - ASSIGNMENTS 5858

13. PROBATIONARY PERIOD, SENIORITY, DEMOTION AND LAYOFFS 59

14. LATERAL HIRES 6363

15. PERSONNEL RULES 6363

16. STAFFING 60

17. BILNGUAL PAY 61

ARTICLE XIV - SIGNATURE CLAUSE..... 6565

ATTACHMENT A - SALARY SCHEDULE..... 67

PREAMBLE

On the date hereinafter subscribed, authorized representatives of the City of Folsom, herein called "City", and authorized representatives of the Sacramento Area Firefighters Local 522, IAFF, herein called "SAFF, Local 522", made and entered into this Memorandum of Understanding, hereinafter referred to as "Agreement" or "MOU." Pursuant to Section 3500 et seq. of the Government Code of the State of California, an agreement between the aforementioned parties has as its purpose the promotion of harmonious labor relations; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The term "Agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

It is understood and agreed that this Memorandum of Understanding supersedes and replaces all previous agreements on these points by and between the City of Folsom and the Sacramento Area Firefighters Local 522.

ARTICLE I

RECOGNITION AND COVERAGE

1. Recognition

The Sacramento Area Firefighters Local 522 is recognized as the exclusive representative, as provided in the City's Employer-Employee Relations Policy, for all employees assigned to the Sacramento Area Firefighters Local 522 Bargaining Unit in the following classifications:

- Fire Captain
- Fire Engineer
- ~~Firefighter-I~~ Firefighter
- ~~Firefighter-II~~
- ~~Paramedic~~

In the event new classifications are established which are appropriate for this unit, the parties agree to meet and confer for the purpose of including such in the Sacramento Area Firefighter Local 522 Bargaining Unit.

2. Continuation of Benefits

- A. This Memorandum of Understanding is a final expression of the agreement between the parties with respect to the terms and conditions of employment. No amendment, alteration, understanding, variation, waiver or modification of any terms or provisions of this Memorandum of Understanding shall in any manner be binding upon the parties unless made and executed in writing between the parties hereto and approved by the City Council.
- B. Terms and conditions of employment as specified in this Memorandum of Understanding shall remain in full force and effect during the term of this Memorandum of Understanding unless modified pursuant to the above paragraph or as otherwise specified in this agreement.

3. Terms of Understanding

This Memorandum of Understanding incorporates all modifications regarding wages, hours, and other terms and conditions of employment. This Memorandum of Understanding shall be effective as of ~~September 16, 2019~~ July 1, 2022, and shall expire June 30, ~~2022~~ 2025. The parties agree to begin negotiations on a successor Memorandum of Understanding no later than 120 calendar days prior to expiration of this Memorandum of Understanding.

4. Meeting and Confering During the Term of the Memorandum of Understanding

Unless specifically agreed otherwise, this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters contained in this Memorandum of Understanding and supersedes and cancels all prior or existing understandings or agreements between the parties, whether formal or informal.

During the term of this Memorandum of Understanding, representatives of the City and the SAFF, Local 522 may meet and confer on matters of mutual concern. Any agreement reached between the parties shall be memorialized in writing and be deemed a "Side Letter" to this Memorandum of Understanding.

The City Manager is authorized to enter into a Side Letter on behalf of the City for purposes of the interpretation or administration of this Memorandum of Understanding. A Side Letter to this Memorandum of Understanding shall not be deemed valid until signed by the City Manager or designee, approved as to form by the City Attorney, and signed by an authorized representative of the SAFF, Local 522. Side Letters agreed to during the term of this Memorandum of Understanding may be incorporated into any successor Memorandum of Understanding.

5. Severance

Should any provision of this Agreement be found unlawful or unenforceable by a court of

competent jurisdiction, or invalidated by subsequent enacted legislation, the remainder of the Agreement shall continue enforce. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

6. No Strike

The SAFF, Local 522 agrees that during the term of this Agreement, neither it nor its officers, employees, representatives, or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the City of Folsom. In the event that SAFF, Local 522 members participate in such activities in violation of this provision, SAFF, Local 522 shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

ARTICLE II

MANAGEMENT RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this article shall be construed to require the City to negotiate on matters which are solely a function of management, or not otherwise assigned as an employee right, including the following:

1. To manage the City generally and to determine issues of policy.
2. To determine the existence of facts which are the basis of management decisions.
3. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
5. To determine methods of financing.
6. To determine types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work by which the City operations are to be conducted.
8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not

limited to, the right to contract for or sub-contract any work or operation of the City. Such changes shall be subject to reasonable notice and good faith meet and confer.

9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith meet and confer.
10. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
11. To establish and modify productivity and performance programs and standards.
12. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline employees for cause.
13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
14. To hire, transfer, promote, and demote employees for non-disciplinary reasons.
15. To determine policies, procedures, and standards for selection, training, and promotion of employees.
16. To establish reasonable employee performance standards including, but not limited to, quality and quantity standards; and to require compliance therewith.
17. To maintain order and efficiency in City facilities and operations
18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City. The City agrees to meet and confer on any items that fall within the scope of Government Code Section 3500 et, seq.
19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in the City's Personnel Rules and Regulations.
20. To take any and all necessary action to carry out the mission of the City in emergencies.

ARTICLE III

UNION RIGHTS

1. Union Leave

- A. The designated unit representative shall be granted reasonable release time,

without loss of compensation or benefits, to meet with representative(s) of the City in regard to employee-employer relations matters.

- B. Upon request of the SAFF, Local 522 unit representative, a reasonable number of employees may be released from duty, without loss of compensation or benefits, for the purpose of meeting with the City. Such release time shall include thirty (30) minutes before and fifteen (15) minutes after the scheduled meeting. The times before and after the meetings are in addition to reasonable travel time to and from the employee's work location.
- C. The City reserves the right to postpone or cancel a meeting if adequate staffing of the City's emergency services would be curtailed by the release of participating personnel.
- D. Time used, pursuant to this section, shall be in addition to the time provided in Article III, Section 2, Union Bank Time.

2. Union Bank Time

- A. Employees in the bargaining unit may, but are not required to, donate accrued annual leave, holiday leave, compensating time off or staffing furlough time, in no less than one (1) hour increments, into a bank of hours from which designated representatives may draw time for the purposes of conducting Sacramento Area Firefighters Local 522 activities. Donated time will be transferred from the donating employee's accrued annual leave to the Union Bank in August of each year. Should supplemental donations be needed, the unit representative will notify the City and an additional "donating" period will be permitted.
- B. The unit representative or designee must approve, fill out and submit a leave slip for all employees using the Union Bank. The release of employees on Union Bank Time shall be subject to both the approval of the Unit Representative and the needs of the City, as determined by the Fire Chief. Approval by the Fire Chief shall not be unreasonably withheld. In no event shall more than three (3) bargaining unit members be released from duty, pursuant to this section, at the same time.
- C. The unit representative or designee must request through the on-duty ~~Division~~ Battalion Chief for the release of employees on Union Bank Time at least ten (10) work days prior to the desired time off. Under unusual or emergency circumstances, the request may be considered for approval with less than ten (10) working days' notice.

3. Union Security

The following provision has been agreed to pursuant to Section 3502.5 of the

Government Code.

- A. Membership dues shall be payroll deducted and transmitted to the SAFF, Local No. 522.
- B. Any employee who is a member of a bonafide religion, body or sect that has held conscientious objections to joining or financially supporting public employee organizations shall not be required to financially support SAFF, Local No. 522. Such an employee shall, in lieu of the service fee, pay a sum equal to the service fee to a non-religious, non-labor charitable organization that is exempt from taxation under the Internal Revenue Service Code and identified by the SAFF, Local 522.
- C. The SAFF, Local 522 expressly agrees to indemnify, defend and hold the City harmless for any and all claims, demands, costs (including any costs and attorney’s fees incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in adoption or administration of this section. This hold harmless defense and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this section.

ARTICLE IV

SALARY AND OTHER COMPENSATION

1. Market Survey

The City agrees that if a Market Survey is to be completed, the classes of Firefighter I, Firefighter II, Fire Engineer, and Fire Captain shall be used. Additionally, it is agreed that the following agencies shall be used: City of Davis, City of Rocklin, City of West Sacramento, City of Sacramento, Sacramento Metropolitan Fire Protection District, City of Roseville, El Dorado Hills Fire District, and Cosumnes Community Services District.

2. Paramedic ~~Differential-Incentive~~ Pay

A. Positions in the job classification of Firefighter, Fire Engineer and Fire Captain that maintain paramedic licensure and accreditation will receive the following monthly paramedic pay ~~differential~~incentive:

- 1) Firefighter - \$765.00 per month.
- 2) Fire Engineer - \$600.00 per month.
- 3) Fire Captain - \$550 per month.

B. Employees assigned to a temporary assignment shall maintain the paramedic ~~differential~~incentive pay of their permanent classification.

- C. Employees that maintain paramedic licensure and accreditation shall be reimbursed for the cost of the license and accreditation. Employees will not receive compensation for any late fees associated with paramedic licensure renewal or accreditation continuation.
- D. Current employees achieving paramedic status must receive pre-authorization from the department to qualify for participation in the paramedic program.
- E. The department shall have the right to remove paramedic ~~differential-incentive~~ pay from any required or authorized employee as a result of ~~loss, or a loss or~~ lapse of paramedic licensure and accreditation by Sacramento County or State of California requirements and regulations.
- F. The department shall provide a fiscal year list of the names of those employees that are required, and those that are authorized, by terms of this MOU to perform in the capacity of paramedic and receive paramedic ~~differential-incentive~~ pay. All current and/or new employees authorized or required to possess paramedic licensure and accreditation, will be automatically added to this list.
- G. An employee authorized to operate as a paramedic can request, in writing to terminate paramedic status. This request must be received ninety (90) days prior to the requested termination date. The department will evaluate the number of current paramedics, and the service level within the City of Folsom, to determine whether to grant this request. Such request will be granted if the service level will not be disrupted or does not cause negative financial impact.
- H. All employees receiving paramedic ~~differential-incentive~~ pay shall have their performance as a paramedic included in their City employee performance evaluations. Performance that falls below "meets expectations" shall be reviewed by the department EMS Officer and Fire Service Medical Director. Such employees, identified as authorized in the fiscal year list, may be subject to removal from participation in the paramedic program and loss of paramedic ~~differential-incentive~~ pay. The parties agree that disagreements under this provision may be appealed through the grievance procedure contained in Article XII, Grievance Procedure of this MOU.
- I. Those employees, regardless of rank, receiving paramedic ~~differential-incentive~~ pay may request re-assignment to a medical transporting unit for periods not to exceed 30 days.
- J. Merit step increases will not be withheld as a result of paramedic performance for employees who are not participating in the paramedic program as a condition of employment.

3. Temporary Work Assignments

- A. Employees assigned to a temporary, ~~40-hour~~40-hour work week will receive a 10% pay increase for the duration of the assignment. Such assignment shall be for not more than ninety (90) days in duration unless otherwise agreed to by the Employee and the Department.
- B. Career Development Positions: The City and the SAFF, Local 522 agree to jointly develop and implement a career development program for purposes of gaining the knowledge, skills and abilities in the Training, EMS, and Fire Prevention Divisions, or other identified assignments, of the Fire Department. This includes the development of job descriptions and responsibilities for each identified assignment. The assignment shall be considered non-mandatory and shall be filled only with qualified volunteers. Should more than one volunteer for the assignment, the Fire Chief will evaluate the qualifications of all candidates before selecting a volunteer. Seniority in grade, performance evaluations, disciplinary actions and commendations, and educational experience shall be the determining factor in this selection. The duration of the assignment shall be for no longer than twelve (12) months. The assignment may be extended by mutual agreement between the individual and the Department. Permanent employees will not be assigned until successfully completing their probationary period.

4. Educational Incentive

- A. Employees subject to this Agreement shall be eligible, upon proof of eligibility, to receive a monthly educational incentive pay as described in this section of up to 10%, in addition to the regular base pay:
- 1) Any Associate of Arts or Science Degree from a City approved recognized college or university (as defined in Section D), or CSFM "Fire Officer" or "Company Officer" completion of certification track shall receive 5%.
 - 2) Employees who successfully complete all CSFM "Chief Officer" or "Chief Fire Officer" certification track educational requirements (Pre-Certification) in addition to completion of the requirements in Item 1 above shall receive 7.5%; or
 - 3) Bachelor of Arts or Science Degree in Fire Technology/Science, Public Administration, Business Administration, Public Safety, Emergency Management, or other approved program from a City approved accredited college or university (as defined in Section D); or any Associates of Arts or Science Degree from a City-approved recognized college or university (as defined in Section D) and CSFM "Fire Officer" or "Company Officer" certificate and successful completion of CSFM "Chief Officer" certification track or CSFM "Chief Fire Officer" requirements as follows: course completion, task book completion, and experience as specified in

the CSFM Chief Fire Officer Certification Checklist shall receive 10%. Employees may seek pre-approval from the City prior to taking courses in this program.

- 4) CSFM Fire Officer certificate shall be equivalent to a CSFM Company Officer certificate.
- 5) CSFM Chief Officer certificate shall be equivalent to the CSFM Chief Fire Officer certificate.

B. Employees hired prior to July 1, 2010 who receive a Master of Arts or Science Degree in Fire Technology/Science, Public Administration, Business Administration or Public Safety from an accredited college or university shall receive an additional 5% Educational Incentive Pay. Employees hired on or after July 1, 2010 shall not qualify for an additional 5% for a Masters of Arts/Masters of Science degree.

C. Educational Incentive Pay shall be received by the employee upon submitting substantial proof of eligibility acceptable to the department, and shall not be applied retroactively. Substantial proof shall be a diploma, ~~certificate~~ certificate, or official acknowledgement that all educational criteria for the document have been submitted.

D. Recognized colleges and universities are those institutions of higher learning accredited by one or more of the United States regional accrediting bodies.

E. For purposes of clarification the City agrees to amend titles contained in this Section in a manner consistent with changes enacted by the California State Fire ~~Marshall~~ Marshal.

5. Longevity Pay Plan

A. Subject to subsections B and C below, the City will pay employees represented by the SAFF, Local 522 for their continued longevity based on the following formula. The Longevity Pay increments will be paid on a monthly basis.

	2 ½%	After 10 years of full-time City service
Additional	2 ½%	After 15 years of full-time City service
Additional	2 ½%	After 20 years of full-time City service

B. Longevity Pay shall not exceed a total of 7 ½% per month for an employee with twenty or more years of full-time City service.

C. Notwithstanding subsection A above, for the period beginning July 1, 2011 and ending June 30, 2012, employee advancement from one Longevity Pay increment

to the next increment shall be frozen. Employees who would normally have advanced to a higher increment during this period shall advance to the next higher increment twelve (12) months from their anniversary date and shall not receive any retroactive payment. Total service credit for longevity purposes is not impacted.

D. Employees hired after July 1, 2011, shall not be eligible to receive Longevity Pay.

6. Out of Class Compensation

The City shall pay out of class compensation pursuant to City Personnel Rules and Regulations, except that, such compensation shall be paid on an hour-for-hour basis to employees who are assigned to work in a higher classification. Employees shall receive an additional \$3.00 per hour for Acting Battalion/Division Chief or Acting Captain, or \$2.50 per hour for Acting Engineer for the duration of the out of class assignment.

Employees will not be forced to work out of class in a lower class except in those instances outlined in Article VIII, Section 8, Emergency Leave. In the event that all eligible employees for a vacancy have been contacted and have refused the overtime opportunity, then a qualified employee in any class may volunteer for that overtime opportunity.

- A Captain or Engineer will not be eligible for immediate need or planned need strike team assignments while assigned to a lower rank without the Fire Chief's approval.

The Fire Chief or their designee may waive this work restriction based upon the needs of the City.

7. Retirement

A. Public Employees Retirement System (PERS) – Formula

- 1) All safety employees hired on or before June 30, 2010 shall receive the retirement benefit of 3%@50. All safety employees hired on or after July 1, 2010 shall receive the retirement benefit of 2%@50. Pursuant to the California Public Employee's Pension Reform Act of 2013 (AB 340), all employees hired after January 1, 2013 shall receive the retirement benefit of 2.7@57 or as otherwise required by PERS law.
- 2) All employees hired on or before June 30, 2010 shall receive the retirement benefit based on the single highest twelve (12) months of compensation. All employees hired on or after July 1, 2010 shall receive the retirement benefit based on the employee's highest average monthly compensation during thirty-six (36) consecutive months of employment as

provided in state law pertaining to PERS.

B. Public Employees Retirement System (PERS) -- Retirement Contribution:

1) The City agrees to pay the full cost of employer contributions to the Public Employees' Retirement System (PERS) for all employees in the Sacramento Area Firefighters Local 522 bargaining unit, as currently contracted with PERS. Effective July 1, 2011, employees shall pay the employee share of retirement according to the following implementation schedule:

a. Effective July 1, 2011, employees shall pay 5% of the employee share of retirement.

b. Effective January 1, 2012, employees shall pay 9% of the employee share of retirement.

C. The City agrees to continue Government Code Section 20691, Conversion of Employer Paid Member Contributions (EPMC).

8. Pre-Retirement Optional Settlement 2W Death Benefit (Survivors)

Effective October 16, 2006, the City modified the contract with the Public Employees Retirement System (PERS) to add Government Code Section 21548, Pre-Retirement Optional Settlement 2W Death Benefit.

9. PERS Retirement -- Alternate Death Benefit.

The City has amended its contract with the California Public Employees Retirement System to add the Alternate Death Benefit for Local Fire Members credited with 20 or more years of service (Government Code Section 21547.7). SAFF Local 522 agrees that all costs associated with this PERS contract amendment shall be borne by employees in the SAFF Local 522 Bargaining Unit. To this end, the City will deduct a flat amount per paycheck from each employee in the SAFF Local 522 Bargaining Unit sufficient to fund the cost of this PERS contract amendment.

10. Social Security Withdrawal

The City agrees to reopen and negotiate the direction of funds, should the City withdraw from Social Security.

11. Field Training Officer (FTO)

A. Field Training Officer Program

The City and the SAFF, Local 522 agree to jointly develop and implement a Field Training Officer (FTO) program to assist in the career development and mentoring of department employees or paramedic interns. Additional career development training may be added to the program as agreed to by both parties. Only one person may serve as an FTO at any one time for an individual receiving career development and mentoring. Parties agree to meet as agreed on for the purpose of developing a FTO operating plan for the Department.

- 1) The Fire Chief shall certify the qualifications of an employee as a designated FTO prior to using the employee in that capacity. The FTO plan used by the department shall be voluntary in nature and shall not require participation by employees. Employees who volunteer to be an FTO shall not be negatively affected in their annual evaluation for performance as an FTO. An employee may be removed from the FTO position by the Fire Chief due to lack of need for the FTO or other reasons as set forth by the City.

B. Field Training Officer Compensation

- 1) The City shall pay FTO compensation on an hour-for-hour basis to employees who are assigned in writing by the department to work in this capacity. Employees in the classes of Fire Captain, Fire Engineer, ~~and Firefighter, and Paramedic~~ shall receive an additional \$4.00 per hour while serving as an FTO.
- 2) FTO compensation shall be paid to employees providing for the training of department employees (probation or full time) or paramedic interns as authorized by the Fire Chief.

12. Salary

- A. ~~Effective July 1, 2022, the first full pay period after City Council approval of this MOU~~ all employees shall receive a salary increase of ~~2.5%~~3.5%.
- B. Effective the first full pay period in July 2023, all employees shall receive a salary increase of ~~2.5%~~3%.
- C. Effective the first full pay period in July 2024, all employees shall receive a salary increase of ~~2.25%~~3%.

13. Special Salary Increase

~~Effective July 1, 2022, the first pay period after approval of this MOU by the City Council,~~ the classes of Firefighter, Fire Engineer, and Fire Captain shall receive a special salary increase of 5%.

1314. Salary Ranges

- A. Effective July 1, 2022, the first full pay period after City Council approval of the MOU, the Salary Range for Firefighter, Fire Engineer, and Fire Captain shall be as set forth in Attachment A. The amounts specified in Attachment A include the salary increase described in Section 12 and Section 13.
- B. The new salary range shall be a total of seven salary steps, with approximately 5% between each step. The current top step shall be the new top step of the seven-step salary range.
- C. Employees will be moved to the new salary range effective July 1, 2022 as of the first full pay period after City Council approval of the MOU.
- D. Employees in each class shall be placed on the salary range step that is closest to their salary as of June 30, 2022, without being lower.
- ~~A. Effective the first full pay period after City Council approval of the MOU, Salary Range A and B shall be eliminated and the Salary Range for Firefighter, Fire Engineer, and Fire Captain shall be as set forth in Attachment A. The amounts specified in Attachment A include the salary increase described in Section 12 as well as other adjustments.~~
- ~~B. Employees will be moved to the new salary range as of the first full pay period after City Council approval.~~
- ~~C. Employees shall be placed on the salary range step that is closest to their pay as of, September 16, 2019 without being lower.~~
- ~~D. Procedures for step advancement, promotion, demotion, transfer and layoff as set forth in City of Folsom personnel rules and this MOU shall continue to apply. An employee's anniversary date shall remain the same.~~

ARTICLE V

OVERTIME

1. Overtime Computation/Accrued Staffing Furlough Time

- A. Overtime hours worked will be compensated at one and one-half (1 1/2) times the employee's straight time hourly rate of pay (including all compensation regularly and routinely received by the employee), based on a ~~56-hour~~56-hour work week (2912 hours worked per year) or ~~40-hour~~40-hour work week (2080 hours worked per year).

- 1) SFT earned shall not be cashed out except upon separation of employment. Upon separation, banked SFT will be cashed out at the employee's straight time rate of pay (including all compensation regularly and routinely received by the employee).
 - 2) Employees may use accrued SFT for leave purposes.
 - 3) Employees may request SFT time off consistent with Annual Leave procedures (Article VIII, Section 1, Annual Leave).
- B. Employees shall be compensated at their overtime rate for all hours worked that are not part of the employee's normally assigned work schedule. It is understood that leave time taken by an employee shall continue to not be counted as time worked for FLSA purposes.
- C. Pursuant to City Personnel Rules and Regulations all overtime shall be compensable in increments of thirty (30) minutes.
- D. Incidental overtime of less than fifteen (15) minutes in a non-recurrent extension of the work day/shift is non-compensable in any form.
- E. Employees shall be compensated at their overtime rate of pay for one (1) full hour when working beyond the incidental overtime period (Article V, Section 1(D), Overtime) as a result of a dispatched incident.
- ~~F. — Overtime hours worked on a contract services basis (i.e., Folsom Dam project) shall be compensated as hours scheduled in fifteen (15) minute increments. Overtime worked beyond the scheduled shift shall be compensated in accordance with Article V, Section 1(D) Overtime above and incremental compensation.~~
- ~~G.F.~~ The department has the right to require employees to remain at work and perform work-related duties for the duration of the established overtime period.

2. Compensating Time Off

Compensatory time off (CTO) may be accrued in lieu of overtime pay to a maximum of ~~ninety-six (96)~~ one hundred forty-four (144) hours. Employees shall take CTO off in a manner consistent with Annual Leave. Accrued CTO shall be used before any other accrued leave time is used.

3. Overtime Scheduling

The City agrees to a list for "Special Events" and a list for "Scheduled Overtime Duty".

- A. "Scheduled Overtime Duty" ("SOD") procedures will follow the most current "SOD" Procedures found in the Fire Department Standard Operating Procedures Manual. "SOD" list shall be zeroed out on January 1st of each year and revert to overall seniority then to overtime hours.
- B. "Special Events" shall be a rotating list. Employees hired and/or mandatory hired under the "Special Events" criteria shall rotate to the bottom of the "Special Events" list, without regard to the number of regular overtime hours worked.
 - 1) "Special Events" is defined as any event that increases the daily staffing over the normal staffing level (i.e., Rodeo stand by, Red Flag warning day, Wind event).
- C. The parties agree to meet and confer over the impact of future special events on SAFF 522 members.

4. Emergency Callback

- A. Employees are subject to routine or periodic emergency callback that is inherent and integral part of their assigned job responsibilities in order to provide continuous public services deemed to be necessary and appropriate by the City Manager or Fire Chief. The Fire Chief or his/her designee shall initiate emergency callback to all employees to return to work ~~due to~~ when an emergency condition at the National, State, or local level compels the Fire Chief to provide staffing for continuous public service deemed necessary and appropriate to maintain department operations.
- B. Employees shall keep the Department apprised of a current telephone number where they can normally be reached during off-duty hours. Employees shall respond to an emergency callback within a reasonable amount of time, unless the employee is incapable of doing so.
- C. Emergency callback shall be paid at (1 1/2) times the hourly rate of pay, for a period of two (2) hours or for hours actually worked, whichever is greater. Section 4-5 of Article V, Overtime, does not apply to emergency callbacks.

5. Mandatory Hires

- A. Employees who are notified that they are being mandatory hired to work overtime as a result of unplanned vacancies (e.g., sick leave, emergency leave, strike team backfill) that originate within twenty-four (24) hours or less of the start of the next scheduled work shift shall be compensated at a rate at two (2) times the employee's regular hourly rate of pay for up to a maximum of eight (8) hours per occurrence and one and one-half (1 ½) times the employee's hourly rate of pay for the balance of the mandatory hire shift.

- B. Employees that volunteer to work a mandatory hire in place of another employee who has been notified that they are being mandatory hired will work that overtime at the employee's normal overtime pay rate of ~~one and one-half~~ one and one-half times (1 ½). The employee volunteering for that shift will have their name moved to the bottom of the mandatory hire list.

6. Court Appearances

Fire personnel will be compensated for required, job related off-duty court appearances at ~~one and one-half~~ one and one-half times (1 ½) the hourly rate of pay, for a period of four (4) hours or for hours actually worked, whichever is greater. Personnel filling shift vacancies for employees appearing on-duty for court appearances shall receive overtime compensation in accordance with Article V, Section 1, Overtime.

7. Station Assignment Changes

- A. Employees who are notified of station assignment changes after the completion of their shift and leaving the work site, shall be compensated by the payment of one half (½) hour of pay at the employee's overtime rate. The purpose of this provision is to recognize, and compensate for, the additional time and effort required to make the transition to the new station assignment.
- B. Employees who voluntarily accept overtime assignments that require attendance at more than one station for purposes of shift change, that create a "holdover" or "cover" situation, except late calls, shall make arrangement(s) to trade the "holdover" time with the respective employee awaiting relief, or will be docked the amount of time consistent with the current MOU to compensate the holdover employee.
- C. In the instance of a late call causing a delay and forfeiture of scheduled overtime hours, the affected employee is still eligible for compensation as provided in Article V, Section 1(E), Overtime "as a result of a dispatched incident."

8. Staffing Errors

An employee, who reports to work on an overtime shift and is released from duty because of a staffing error, will be compensated for four (4) hours at one and a half times (1 ½) the hourly rate of pay when the employee remains at work and performs work related duties for the duration of the four (4) hour work period. Employees who elect to leave the work site prior to the four (4) hour work period shall be compensated for the actual hours worked. The provision governing force hire compensation shall govern when applicable.

9. Scheduled Off-Duty Training

Fire personnel will be compensated for scheduled, off-duty training that is required by the Department and approved by the Fire Chief. Compensation shall be at one and a half times (1 ½) the hourly rate of pay, for a period of two (2) hours or for hours actually in attendance, whichever is greater. In the event the training is ~~eanceled~~~~canceled~~, and the employee has arrived at the training location he/she will be compensated for two hours of overtime.

10. City Business Travel

- A. Employees who travel to do business for the City shall be compensated for actual hours worked, including travel time. Employees that are not on a regular scheduled day to work shall be compensated one and one half (1 ½) times the employee's total hourly compensation rate.
- B. Employees who travel to do business for the City that are on a regular scheduled work day shall be placed on Offsite (OS) Status for the entire work period with no loss in wages or benefits.
- C. The employee may request a Per Diem, which shall be the maximum Per Diem based on the most current Maximum Domestic Per Diem Rate table in accordance with the City Travel Policy. If Per Diem was not requested prior to departing on City business, the employee upon returning from the City business may submit a Per Diem request for reimbursement with receipts.

ARTICLE VI

HOURS OF WORK

1. 48/96 Work Shift

Subject to Subsection 1(C) below, the City and the SAFF, Local 522 agree to continue the 48/96 work schedule, as follows:

- A. Personnel working a 56-hour workweek (2,912 hours per year) will work a total of four shifts within a twelve (12) day cycle. Each shift shall be for 24 hours in duration and shall be scheduled back-to-back, contiguously. A shift rotation is defined as two (2) back-to-back, contiguous 24-hour shifts.
- B. The twelve (12) day cycle shall start at 0800 hours.
- C. Pursuant to Article II, Item 9, Management Rights, of the MOU work schedules shall continue to be at the discretion of the Fire Chief in consultation with the City Manager, upon reasonable notice and good faith meet and confer with the SAFF,

Local 522. The City also reserves the right to review this shift schedule on a periodic basis in order to address any potential inequities or problems.

- D. All Fair Labor Standards Act (FLSA) 7K exemptions for Firefighters will apply, e.g., hours worked and overtime provisions, etc., unless modified by other provisions in this Memorandum of Understanding.

2. Modified Duty Assignments

The department reserves the right to determine and approve all modified duty assignments. However, the City will endeavor to provide modified duty assignments upon request to any employee who submits verification from a medical physician identified from a City health insurance plan, or from a Worker's Compensation approved treating medical physician, substantiating the necessity for such modified duty as a result of pregnancy, injury or illness. The department shall determine the hours and duties of any approved modified duty assignment. Although Modified Duties Assignments are temporary, they are not to be classified as "Temporary Work Assignments" as defined in Article IV, Section 3A, Temporary Work Assignments. In the event the employee is placed on a forty (40) hour work schedule Article VII, Section 1, Holidays, will not apply and the employee will continue to receive HIL pay.

3. Fair Labor Standards Act (FLSA)

The City shall comply with the Fair Labor Standards Act (FLSA) and agrees to meet with the SAFF, Local 522 in order to discuss sections of the Act which affect the agreed upon wages, hours and other terms and conditions of employment.

4. Station and Shift Transfer Process

A. Department Requests

In the event a departmental need arises to move personnel from one shift to another shift, or from one station assignment to another, the basic reason for the need shall be made known to the affected employees. Whenever a vacancy occurs, it shall be bid for by seniority in the rank in which the vacancy occurs. If the vacant position is not filled through the bid process (no one applies), assignments shall be made through inverse order of seniority within the rank. If the transfer is due to departmental need, the City will be responsible for honoring the employee's scheduled vacation dates.

B. Employee Requests

Employees voluntarily seeking transfer from shift to shift, or station to station, may fill out a shift/transfer request form and submit it to the Fire Chief or his/her designee for approval.

- 1) Requests to move stations/shifts will be approved by the Fire Chief or his/her designee if there are no negative operational impacts to the Department.
- 2) Station/Shift transfer requests may be submitted twice annually for consideration.
 - a. Deadlines to request a transfer are September 15th, with an implementation date near the beginning of the next calendar year based upon established work schedules and pay cycles. Employees granted a shift transfer at this time will be notified by the Fire Chief or his/her designee no later than October 1st, and will bid station assignment and vacation dates on the newly assigned shift.
 - b. Station / Shift transfer requests will be considered mid-year as well. The ~~dead-line~~ deadline for such requests is June 1st with an implementation date near the beginning of July based upon established work schedules and pay cycles. Employees granted a shift transfer at this time will be notified by the Fire Chief or his/her designee no later than June 15th. Employees who are granted a Station/Shift transfer mid-year assume all responsibility for re-scheduling their vacation dates pursuant to the MOU and/or loss of the bid vacation dates. Employees granted a Station/Shift transfer mid-year will be assigned to the vacancy identified based upon their seniority in rank.
 - c. Voluntary Station/Shift requests are final once the Department has notified the employee in writing of the transfer request approval. Members are specifically precluded from initiating any appeal process (including Article XII, Grievance Procedure) to either the City of Folsom or the Folsom Fire Department for any alleged violations of this section.

5. Station Bids

Station bids for each shift will be conducted at least annually. The Department will establish a list of departmental needs for each individual station. The most senior person by rank will bid for assignment based on filling the department's needs until all of the department's needs have been met and all of the vacant seats have been filled. All firefighters that bid at a medic station will participate in a medic seat rotation, to be determined by the station supervisor.

ARTICLE VII

HOLIDAYS

1. Non-Shift Personnel

Employees who are not assigned by the Fire Chief to work shifts shall receive the following:

A. The following holidays shall be observed by the City:

- 1) New Year's Day (January 1)
- 2) Martin Luther King Day
- 3) President's Day (Washington's Birthday)
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Veterans Day
- 8) Thanksgiving Day
- 9) Friday following Thanksgiving Day
- 10) December 24
- 11) Christmas Day
- 12) December 31
- 13) One (1) personal holiday as set forth in Item E) below.

B. If any holiday falls on a Saturday, the proceeding Friday shall be observed as the holiday; and if any such holiday falls on a Sunday, the following Monday shall be observed as the holiday.

C. If a holiday occurs on the employee's first normal day off, the employee shall take the preceding day as the holiday; however, if the holiday occurs on the employee's second consecutive normal day off, the employee shall take the following day as the holiday.

D. Notwithstanding the above, eligible employees who are not able to take a designated holiday day off shall be credited with one (1) additional day of annual leave (8 hours) for each holiday not taken.

E. As listed under Item A above, employees shall be entitled to one (1) personal holiday (8 hours) per calendar year. Employees who have not completed their initial probationary period may not take their personal holiday until they have completed the probationary period.

F. No holiday pay shall be accrued when an employee has been off work on unpaid status for more than ninety (90) days.

2. Holiday Pay Differential

Effective July 1, 2011, employees shall receive a 6% Holiday Pay differential. Holiday Pay shall be multiplied by the employee’s salary step. Employees with accrued Holiday Leave credits on the books may take such time off in the same manner as Annual Leave. Holiday Pay shall be compensable for retirement (PERS) purposes.

3. Holiday Routine

On those days which are official City holidays, or on any other days declared a holiday by the Administration, a holiday routine will be utilized. Under this procedure, the personnel will be allowed to spend the day pursuing leisure activities within the following guidelines:

- A. Morning apparatus checks are to be performed promptly as on any other day.
- B. Any maintenance or other activity required to maintain the company at an appropriate level of readiness will be performed.
- C. Any other activity will be performed, if in the judgment of the officer in charge, to delay or fail to perform such an activity would in any way be detrimental to the Department's equipment or operation.

ARTICLE VIII

LEAVES

1. Annual Leave.

1. Employees shall receive the following Annual Leave credits:

Non-shift personnel (40-hour work week):

<u>Length of Service</u>	<u>Annual Leave Allowance</u>
0 - 5 years	15.34 hours per month
5 – 10 years	18.66 hours per month
10 – 15 years	21.34 hours per month
15+ years	23.34 hours per month

Shift personnel (56-hour work week):

<u>Length of Service</u>	<u>Annual Leave Allowance</u>
0 - 5 years	24.34 hours per month
5 - 10years	27.66 hours per month
10 - 15 years	30.34 hours per month
15+ years	32.34 hours per month

- B. Except as specified in Article VIII, Section D (1) below, employees shall not accrue sick leave. However, employees who have accumulated sick leave hours shall retain such hours and may use such leave credits pursuant to Article VIII, Section 5, Sick Leave, of this MOU.
- C. Subject to Article V, Section 2, annual leave credits may be used for any approved absence, including vacation and illness or injury. When annual leave is used for vacation, it will be scheduled pursuant to Article VIII, Section 2, Leave Request Procedure and Section 3, Vacation Bidding. When annual leave is used for illness or injury leave (e.g., sick leave) purposes, it will be taken pursuant to Article VIII, Section 5, Sick Leave, of the MOU.
- D. Employees with annual leave balances that exceed the annual leave caps of 320 for non-shift/~~448-480~~ for shift employees as of the date of ratification by City Council of this MOU, may retain such balances until the annual leave balances are reduced to the new caps.
- 1) To avoid exceeding the maximum of 320/~~448-480~~ hours of accumulated annual leave, the City may direct an employee to take time off on annual leave. However, in the event the City does not approve annual leave for an employee in an amount sufficient to reduce accumulated annual leave to 320/~~448-480~~ hours, the number of hours that exceed 320/~~448-480~~ hours shall be rolled over into sick leave until the annual leave balance is reduced to the cap.
- E. Employees may cash out up to 40 hours of annual leave for non-shift personnel, and 56 hours of annual leave for shift personnel per fiscal year. Annual leave shall be cashed out pursuant to procedures established by the City Human Resources Department.
- F. Accrued annual leave shall be cashed out upon separation of employment with City on an hour for hour basis.
- ~~G. — Employees, once only may convert any amount of annual leave to sick leave at a ratio of 1 hour of annual leave to 1.5 hours of sick leave within the first 30 days after ratification by the Council of this MOU. There is no other annual leave to sick leave conversion except as provided by Article VIII, D, 1.~~

2. Leave Request Procedure

- A. Leave requests less than twelve (12) hours ~~may~~shall be granted if a qualified individual voluntarily accepts the overtime opportunity.

- B. Unless an exception is granted by the Fire Chief no less than twelve (12) hours can be granted for leave purposes and 12-hour leave increments must begin or end at 0800 (i.e. 0800-2000 or 2000-0800 hours).
- C. No more than fifteen percent (15%), (rounded to the nearest whole number), per shift within the Fire Captain, Fire Engineer, or Firefighter classifications shall be granted leave for bid vacation (BV) ~~or vacation (V) leave~~ purposes at any one time. Leave usage requests scheduled during an approved Bid Vacation (BV) process will be granted in accordance with this subsection.
- D. No more than fifteen percent (15%), (rounded to the nearest whole number), ~~plus one (1)~~ per shift within the Fire Captain, Fire Engineer, or Firefighter classification ~~shall~~ may be granted leave ~~for any purpose at any one time.~~ Consideration of all shift vacancies will be examined prior to any additional leave approval by the Fire Chief and consultation with the unit representative. All prior approved leave requests will be honored regardless of total personnel off.
- E. Exceptions to Subsection (D) may be granted by the Fire Chief so long as it does not result in a mandatory hire.
- F. Leave requests for dates submitted twenty-one (21) days or more from the requested leave date will be accepted and may be approved as per subsection ~~C-D~~ above. Leave requests submitted within the twenty-one (21) day period, which create a vacancy requiring an overtime fill, will be approved if a qualified replacement accepts the overtime opportunity as per Section D above.

3. Vacation Bidding

- A. Vacation bid scheduling consists of one calendar year, starting January 1.
- B. Vacation bidding will be based on seniority by shift. Seniority will be based on the original, full-time hire date of the employee.
- C. The bidding process shall be completed ninety (90) days prior to the beginning of the calendar year. Bidding shall take place by the shift proceeding the ninety (90) day period and shall consist of a ~~one day one day~~ process for each shift.
- D. ~~Shift E~~employees shall be notified ~~in writing~~ of the scheduled bid day for their respective shift thirty (30) days prior to that day by the Shift Representative.
- E. ~~Shift E~~employees on extended leave, i.e., Worker's Compensation and vacation, shall be notified ~~by certified mail~~ thirty (30) days prior to the scheduled bid date for their shift by the Shift Representative.

- F. Vacation bidding will be held in rounds. Each employee will have the opportunity to select a continuous block of time, one (1) continuous block per round. Bidding by rounds will continue until all employees have completed selections. At the conclusion of the bidding process, employees shall submit their bid selections to the shift representative or unit representative on a Department Vacation Request slip by the end of that shift.
- G. Vacation bidding cannot result in ~~no~~ more than fifteen percent (15%), (rounded to the nearest whole number), or authorized shift personnel per shift shall be granted annual leave for bid vacation purposes at the same time. For example: 20 shift personnel per shift x 15% = 3 personnel granted leave for bid vacation purposes.
- H. Shift representatives or authorized designees will handle the bidding process for their respective shifts.
- I. Employees on leave, i.e., Worker's Compensation, disability ~~leave~~leave, or leave shall be responsible for submitting their selections for the bidding process. ~~A written, date stamped and initialed and/or certified mail notification of t~~The desired bids by such employee shall be submitted to the respective shift representative or unit representative prior to the scheduled bid day. Failure to do so will result in vacation bid passes by the employee. ~~Certified mail is to be addressed to the unit representative or shift representative.~~
- J. A continuous block of time consists of no less than twelve (12) hours and no more than ten (10) shifts. All blocks shall be consecutive, including multiple days of request of less than twenty-four (24) hours. A continuous block of time is defined as any vacation request within a ten (10) shift period when that block contains no more than fifteen percent (15%), (rounded to the nearest whole number), or authorized shift personnel per shift off.
- K. Employees shall have the option to cancel Scheduled Bid Vacation and/or vacation thirty-one (31) days prior to the scheduled date.
- ~~K.~~ At the completion of the bidding process, all calendar days with less than fifteen percent (15%), (rounded to the nearest whole number), of authorized shift personnel per shift off ~~will be available for~~ can submit a leave request pursuant to the MOU. These leave requests will be considered by the Fire Chief, with consultation with the Unit Representative, and approval will be dependent upon the number of total vacancies on the requested day, and vacation scheduling policy.
- L.
- ~~L.M.~~ Vacation scheduling disputes will be submitted to the unit representative for review by a designated committee. Decisions by the committee will be final.

M.N. A calendar will be completed by the unit representative and/or shift representative and submitted to Fire Administration. The calendar and signed Department Leave Slips will be forwarded to Fire Administration. Individual employees are responsible for entering their own bid requests into ~~Tele-Staff~~TeleStaff within two rotations, after the bid process is complete. for review and approval by their immediate supervisor. ~~and review by all employees. Bid Vacation not entered into TeleStaff after two rotations from the bid process may be subject to forfeiture by the employee.~~

N.O. New hire employees will have seniority determined by the City at time of hire. Vacation scheduling shall be in accordance with City rules and regulations, Section 2.01.100 (bB,1).

O.P. In the event an employee is transferred to another shift due to departmental needs, the City will be responsible for honoring the employee's scheduled vacation dates. If the employee requests a transfer to another shift after vacation bids are completed, the employee assumes all responsibility for re-scheduling of the bid dates pursuant to the MOU and/or loss of the bid vacation dates.

P.Q. The days of December 24th and 25th and Thanksgiving Day are considered "Sacred Holidays" and are not eligible for Bid Vacation or Vacation.

Q.R. In the event an employee bids for vacation on the front end of a sacred holiday, it shall not be considered as a non-continuous block of time if the employee wishes to bid on the back end of the sacred holiday event, i.e. bidding or requesting vacation after the 25th of December.

R.S. The City of Folsom and the Folsom Fire Department shall be held harmless for the enforcement or implementation of this Section. Members are specifically precluded from initiating any appeal process (including Article XII, Grievance Procedure) to either the City of Folsom or the Folsom Fire Department for any alleged violations of this Section.

S.T. Employees shall not be allowed to bid more time than they have the ability to accrue in a calendar year in addition to 96 hours of comp time per month .

4. Shift Trades

A. Each employee may be allowed to trade time for shift(s) for which they are able to secure another qualified employee to work in their place; provided that the substitution does not impose any fiscal impact to the City. Substitutions are to be made with the approval of the department. The Fire Chief or his/her designee retains the right to refuse the shift trade. The substitutions will be applied for in advance. The employee requesting the trade is responsible to fill the vacancy and for any financial consequences. The City shall not be held responsible for

arrangements between employees.

- B. Shift Trades not working must be ~~12-24~~ hours or greater at the end of the assigned ~~shift-rotation (20000800-0800)~~, or at the beginning of the assigned ~~shift-rotation (0800-20000800)~~. ~~Shift trades of 24-hours will protect against a mandatory hire for the 4-days after or before the trade not working dependent on which end of the rotation it falls. to protect against a mandatory hire for the 4 days after or before the trade not working. The employee is required to have one trade not working of 12 hours or more attached to the four days to be ineligible for a mandatory hire for those four days.~~
- C. An employee on a shift trade will remain eligible for a mandatory overtime pursuant to Article V, Section 4, Emergency Callback.
- D. In the event an employee creates an approved shift trade agreement with another qualified employee and that employee is unable to report to work for the shift, he/she shall either:
- 1) Notify the original employee so they can secure another qualified employee to work the shift, or
 - 2) The trade individual must find another qualified individual to work the shift, or
 - 3) The original employee must report to work, or
 - 4) In the event the original employee is unable to report to work, the Department will deduct the appropriate number of annual leave hours. If the Department must hire a replacement on overtime for the vacancy created, annual leave will be deducted from the ~~original~~ ~~employee~~~~accepting trade working employee~~ using the provisions governing force hire compensation, Article V, Section 5 Mandatory Hires when applicable.
- E. An employee who submits and receives vacation bid dates pursuant to the MOU vacation bid process shall not cancel vacation date(s) and then use a shift trade with another employee to take the same date(s) off from work.

Exceptions:

- 1) An employee may cancel their vacation bid date and give it to a co-worker in need of the day off and then take a trade if the co-worker's vacation position will not create a mandatory hiring to fill the vacancy.

2) If, due to unforeseen use of annual or sick leave for injury or illness leave purposes, employee's hours drop below the hours needed for vacation, the employee may cancel the bid vacation and take a trade.

F. Vacation date(s) that have been approved and filled with overtime cannot be cancelled and replaced by a shift trade, unless, the overtime was filled with a mandatory hire.

5. Sick Leave

A. For the purposes of this Section, immediate family is defined as the employee's parents, grandparents, spouse, son, daughter, brother, or sister and any step or foster relationship mentioned above, or any of these relationships to the employee's spouse. Immediate family shall also include any other person living in the employee's household as a family member.

B. Subject to Article V, Section 2, leave used for illness or injury (e.g., sick leave) is a paid leave of absence to be used in the following circumstances:

- 1) Actual illness or injury of the employee that occurred outside the scope of their employment;
- 2) Actual illness or injury of a member of the employee's immediate family, where the employee's attention/attendance is required.
- 3) Exposure of the employee to a contagious disease;
- 4) Medical, dental, or vision care appointments of the employee which cannot be scheduled outside of duty hours;
- 5) Medical, dental, or vision appointments of the employee's immediate family which require the presence of the employee.

C. Pursuant to Government Code section 20965, employees may convert accrued sick leave to service credit for purposes of retirement.

D. Utilization of leave for illness or injury and requirements the City may impose is as follows:

- 1) Eligible employees may be granted leave in minimum units of one (1) hour for the purpose of Section 5 of this Article.
- 2) The City may require probationary employees to support each use of leave for an illness or injury by requiring an attending physician's statement.

- 3) The City may require employees who have used three or more consecutive work days of leave for an illness or injury to submit an attending physician’s statement.
- 4) Employees shall not use leave for disabilities determined to be job-related and compensable under Worker’s Compensation.
- 5) An eligible employee who becomes ill or injured while on vacation may have such period of illness or injury charged to Sick Leave. The request to change leave status must be requested to the on duty ~~Division~~ Chief Officer on the day of the occurrence or upon the employee’s return to duty.
- 6) The following modifies City Rules and Regulations Section 2.01.110, Sick Leave, Subsection I, Item 2. Where an employee uses leave for the purpose of illness or injury for more than three (3) ~~unexcused~~ instances, ~~an unexcused instance being one (1) or more shifts and at least eight (8) hours,~~ during any twelve (12) month period may be considered as one indicator of abuse of leave for injury or illness. ~~Indicators of abuse will not, in and of itself, cause action to be taken but may prompt a query by the Department as to the possibility of abuse for leave for injury or illness.~~
~~An excused use of leave for illness or injury will not be counted as an instance and is defined as any leave for illness or injury that is confirmed by their on-duty supervisor and shift Division Chief or as a result of the employee submitting a note from a treating physician upon returning to duty.~~
This section modifies City Rules and Regulations Section 2.01.110 Sick Leave, Sub-Section I, Item 2.

- E. Employees unable to report to duty and requesting leave due to illness or injury, after 2100 hours the day prior shall notify the Department pursuant to procedures established by the Department before 0700 hours on the morning of the leave request. Leave shall be approved if the reason meets the criteria specified in Article VIII Section 5B, Illness or Injury Leave.
- ~~F. SAFF 522 and the department agree to work together during the term of the MOU to examine the cause and scope of excessive sick leave use.~~

6. FLMA or CFRA

- A. Leave shall be granted for baby bonding time in accordance with CRFA with a 30-day notice given to the Battalion Chief. 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.

- B. FMLA or CFRA leave for medical appointments will require approval by the Human Resources Department with valid documentation from the attending physician.
- C. FMLA or CFRA leave for long-term care of a family member with medical needs will require approval by the Human Resources Department.

6.7. Bereavement Leave

Classified permanent or promotional probationary employees may be granted a maximum of ninety-six (96) hours or four (4) shifts from accrued leave time for each instance to deal with matters related to the funeral, death, or critical illness (where death appears imminent) of any member of the employee's immediate family, including parents, children, siblings, aunt, uncle, brother/sister-in-law, or daughter/son-in-law.

Annual leave usage for bereavement leave shall be taken by the employee in twelve (12) hour or greater increments for 56-hour employees and four (4) hour increments for 40 hour employees.

7.8. Personal Leave Time

- A. Any Personal Leave Time (PLT) earned by employees and still remaining on the books may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:
 - 1) Use of PLT shall be subject to the operating needs of the Fire Department.
 - 2) PLT shall have no cash value and may not be cashed out. If an employee terminates employment with the City, any PLT remaining in the bank shall be surrendered with no value to the employee.

9. Emergency Leave

- A. An employee may be approved for the use of annual leave for circumstances that requires the employee's immediate attention and are extraordinary, unforeseen, last minute, and unavoidable situations requiring not more than 24-hours.
- B. When emergency leave is necessary after the start of the shift, the department will, if necessary, operate a 2-person engine company or a 3-person truck company until the vacancy is filled, or for a maximum of 4-hoursthe remainder of the 24-hour shift, whichever occurs first.

- C. When emergency leave is granted that removes an Engineer from an engine or truck company, and the Firefighter on the company is not on the acting Fire Engineer's list, the Captain on the engine or truck, if previously a Fire Engineer and feels comfortable, may operate the engine or truck.

10. Leave Time Accrual - Non-Pay Status

Notwithstanding Article VII, Section 1 and 2, Non-Shift Personnel and Holiday Pay Differential, and Article VIII, Section 1, Annual Leave, employees shall not accrue additional Annual Leave or Holiday Leave while on non-pay status; provided however, that employees on Workers Compensation (job related injuries) shall continue to accrue leave time until such employees are considered "permanent and stationary" pursuant to Workers Compensation law or expiration of 4850 time, whichever is sooner.

9.11. Local 522 Catastrophic Time Bank

The purpose of the catastrophic time bank is to enable employees to receive and donate any accrued annual, sick, personal or holiday leave to assist employees who have no leave, and who will suffer a financial hardship due to a prolonged illness or injury to themselves or a member of their immediate family as defined in Article VIII, Leaves, Section 5A. The following conditions shall apply:

- A. Catastrophic leave will be available only to employees who have exhausted all of their own paid leave through a bona fide serious illness or injury.
- B. The SAFF Local 522 (Folsom Unit) Catastrophic Time Bank shall be administered by the City.
- C. An employee may be on disability insurance and use the time bank credits in the same manner that sick leave is used to supplement disability insurance benefits.
- D. All donations are to be confidential between the donating employee and the City.
- E. Employees donating to the time bank must have ninety-six hours of available leave credits after making a donation.
- F. Donating employees must sign an authorization form (prepared by the City), and specify which catastrophic time bank the donation will be applied to, and the employee who is to be a recipient of the donation. Employees relinquish all rights and claims to hours donated.
- G. Unused leave hours will remain in the SAFF Local 522 (Folsom Unit) Catastrophic Time Bank
- H. Donations shall be subject to applicable tax laws.

- I. Availability, and the use of, catastrophic leave time shall not delay or prevent the City from taking action to medically separate or disability retire an employee.
- J. The City may require a physician's statement, stating that the presence of the employee who is requesting catastrophic leave time to care for an ill or injured immediate family member is necessary.

11.12. Leave Conversion Rates

The City and the SAFF, Local 522 agree to the following terms related to the conversion of leave hours by employees when they are placed in temporary, permanent or modified duty assignments (in excess of the 1st full pay period) within the department.

- A. Conversion from ~~56-hour~~56-hour to ~~40-hour~~40-hour work week assignments. Employees temporarily or permanently assigned to staff positions on a ~~40-hour~~40-hour work week schedule shall have all leave usage banks (sick leave, annual leave, holiday-in-lieu, etc.) converted using a division factor of 1.4 for each hour available in the leave bank. As an example, a ~~56-hour~~56-hour or employee with 100 hours of annual leave would see their annual leave bank adjusted to 71.43 hours with the employee assigned to a ~~40-hour~~ work assignment.
- B. Conversion from ~~40-hour~~ to ~~56-hour~~56-hour work week assignments. Employees temporarily or permanently assigned to line positions on a ~~56-hour~~56-hour work week schedule shall have all leave usage banks (sick leave, annual lave, holiday-in-lieu, etc.) converted using a multiplier factor of 1.4 for each hour of available in the leave bank. As an example, a ~~40-hour~~40-hour or employee with 71.43 hours of annual leave would see their annual leave bank adjusted to 100 hours.
- C. Leave accrual and usage rates shall be applied at the hourly rate used by the employee during the temporary or permanent assignment.
- D. Leave conversion rates shall be applied to all leave accrual banks provided to the employee by the City (annual leave, holiday-in-lieu, etc.).
- E. Any accrual in excess of the limits shall be paid to the employee in cash at the employee's total hourly compensation rate.

12.13. Jury Duty Leave

- A. Employees who have been summoned or subsequently selected to serve on a jury shall receive their regular rate of compensation by the City for normal worked hours and days or shifts during such absence from work, provided the employee endorses to the city that compensation received by the employee for jury duty service.

B. Employees will be allowed to retain any mileage compensation granted to them by the respective court jurisdiction to which they were summoned or selected for jury duty. Employees summoned to jury duty must provide evidence of such summons and subsequent jury duty days away from work through the Fire Chief or the Human Resources Director. Employees shall be granted leave without loss of compensation and benefits for all time required to meet the jury duty obligation, as follows:

- 1) Jury Selection. When the employee is required to physically report to the court for jury selection, he/she shall be released from Fire Department duty at 2000 hours when scheduled for work on the evening prior. When available, employees shall use telephonic or electronic methods for determining jury selection.
- 2) Serving Jury Duty. When the employee has been selected for jury duty he/she shall be released from Fire Department duty at 2000 hours when scheduled for work on the evening prior to each day of service.
- 3) Serving Concurrent Days. When the employee is serving on a jury panel for concurrent days he/she shall be released from his/her duty on a 24 hour basis for the specific days in service to the court.
- 4) Completion of Jury Duty. When service to the court is completed, the employee shall return to work as normally scheduled.
- 5) Scheduled Overtime. An employee who has scheduled overtime Fire Department duty shall notify the on-duty ~~Division-Battalion~~ Chief of the summons and will be released from the scheduled overtime duty assignment for the entire work period.

ARTICLE IX

INSURANCE

1. Medical Insurance

The City’s obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by the respective carriers.

2. Health Insurance

A. Effective January 1, 2012, as demonstrated in the example below, employees shall

be included in the same health plan design as the majority of City employees, including copayments. The City's maximum monthly contribution for active employee health insurance coverage shall be adjusted annually to an amount equal to 50% of the increase, if any, above the prior year's Kaiser monthly premium rate combined with the City's prior year contribution amount for employee only, employee plus 1, and employee plus 2 or more (rounded to the next whole number). The employee is responsible for the difference between the applicable premium and the City's contribution.

Example:

Employee only category: The 2010 monthly premium for Kaiser employee only is \$507.89 and the City's maximum monthly contribution is \$486.00. If this premium increases by 10% for 2011, or to \$558.68, the City's contribution for 2011 for the employee only category would be computed as follows: $\$558.68 - \$507.89 = \$50.79$, $\$50.79 \times 50\% = \23.40 , $\$486.00 + \$23.40 = \$509.40$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$509 per month. If the premium increases by 10% for 2012, or to \$614.55, the City's contribution for 2012 for the employee only category would be computed as follows: $\$614.55 - \$558.68 = \$55.87$, $\$55.87 \times 50\% = \27.93 , $\$509.00 + \$27.93 = \$536.93$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$537 per month.

Employee plus 1 category: The 2010 monthly premium for Kaiser employee plus 1 is \$1,015.78 and the City's maximum monthly contribution is \$972.00. If this premium increases by 10% for 2011, or to \$1,117.36, the City's contribution for 2011 for the employee plus 1 category would be computed as follows: $\$1,117.36 - \$1,015.78 = \$101.58$, $\$101.58 \times 50\% = \50.79 , $\$972.00 + \$50.79 = \$1,022.79$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,023 per month. If the premium increases by 10% for 2012, or to \$1,229.10, the City's contribution for 2012 for the employee plus 1 category would be computed as follows: $\$1,229.10 - \$1,117.36 = \$111.74$, $\$111.74 \times 50\% = \55.87 , $\$1,023.00 + \$55.87 = \$1,078.87$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,079 per month.

Employee plus 2 or more category: The 2010 monthly premium for Kaiser employee plus 2 or more is \$1,320.52 and the City's maximum monthly contribution is \$1,263.00. If this premium increases by 10% for 2011, or to \$1,452.57, the City's contribution for 2011 for the employee plus 2 or more category would be computed as follows: $\$1,452.57 - \$1,320.00 = \$132.57$, $\$132.57 \times 50\% = \66.29 , $\$1,263 + \$66.29 = \$1,329.29$. After rounding to the next whole number, the City's maximum contribution for health insurance for the

employee plus 2 or more category would be \$1,329 per month. If the premium increases by 10% for 2012, or to \$1,597.83 , the City's contribution for 2012 for the employee plus 2 or more category would be computed as follows: $\$1,597.83 - \$1,452.57 = \$145.26$, $\$145.26 \times 50\% = \72.63 , $\$1,329 + \$72.63 = \$1,401.63$. After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be \$1,402 per month.

- B. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City in Section (A) above shall pay the difference through payroll deduction. Should employees select a health plan with lower monthly premiums than the maximum monthly premium paid the City, the City's contribution shall be limited to the cost of the monthly premium.
- C. Notwithstanding Section 2, Item A, the City's maximum monthly contribution for active employee health insurance coverage shall not be reduced below eighty percent (80%) of the Kaiser premium cost for the employee only category, employee plus 1 category, or employee plus 2 or more category.
- D. The City will maintain an IRS 125 Medical Reimbursement Account. Employees may participate in the account pursuant to administrative procedures established by the City.
- E. Effective December 31, 2019, employees who retire from City service must have at least 120 months of continuous service as a City employee to qualify for dental and vision insurance benefits provided to active employees. The City shall contribute 5% of the premium per year of City service, up to an 80% City contribution.

3. High Deductible Health Plans

- A. The City agrees to offer two High Deductible Health Benefit Plans offered by the health benefit plan carriers.
- B. The City agrees to make available a Health Savings Account (HSA) to employees who select either of the High Deductible Health Benefit Plans.
- C. Fifty percent (50%) of the difference between the City's monthly contribution towards the cost of the Kaiser HMO Health plan premiums as set forth in Article IX, Section 2 of the MOU and the monthly cost of the premium for a High Deductible Health Plan shall be contributed into the employee's HSA. The City shall make this contribution through the termination date of this MOU, after which this Section C shall sunset.
- D. Employees who decline to participate in City health insurance coverage shall

receive a cash back payment from the City of \$300.00 per month for each month the employee does not participate in City health insurance coverage.

- E. Tax status of contributions, contribution amounts, and use of HSA funds shall be in accordance with federal and state law.

4. Out of ~~State-Area~~ Health Premium Plan

- A. ~~OSHPP-OAHPP~~ shall work in conjunction with the Health Retirement Account (HRA) provided by the City to active employees. Each ~~OSHPP-OAHPP~~ retiree will obtain a participant account.
- B. Only retirees who (a) live outside of ~~California~~ the plan area, (b) qualify for Retiree health Coverage pursuant to Article IX, Section 9 and (c) agree to disenroll from the current group medical benefit plan for retiree health coverage may participate in ~~OSHPP-OAHPP~~.
- C. Once a retiree opts to participate in ~~OSHPP-OAHPP~~, the retiree shall thereafter be prohibited from returning to retiree health coverage.
- D. The City will contribute to the retiree's participant account on a monthly basis in an amount equal to the amount of the City's contribution for employee only or employee plus 1 coverage, based on the retiree's marital status at the time of ~~OSHPP-OAHPP~~ election. Spouses may not be added later. The City's contribution would be used for premiums to obtain health coverage. Under no circumstances shall the contribution be higher than the City paid premiums for similarly situated in-~~state-area~~ employees. The retiree shall be responsible for administrative costs established by the HRA plan administrator.
- E. Upon the death of, or martial dissolution from, the retiree's spouse on record at the time of election to participate in the ~~OSHPP-OAHPP~~, the funding level will be adjusted to employee only. Subsequent spouse(s) from any subsequent marriage(s) (i.e. post initial ~~OSHPP-OAHPP~~ election) shall not be eligible to participate and funding will remain at employee only. In the event of the retiree's death, surviving spousal benefits will conform to City practices applicable to employees participating in City plans. Should the retiree obtain coverage from another source (e.g. coverage by spouse), the funding will cease and will not be reinstated.
- F. Rules and procedures governing ~~OSHPP-OAHPP~~ shall be determined and administered by the City Human Resources Department. Disputes regarding the ~~OSHPP-OAHPP~~ shall be appealed to the City Manager or designee and shall not be subject to arbitration.
- G. As an option to the ~~OSHPP-OAHPP~~, retirees who qualify for retiree health

coverage pursuant to Article IX, Section 12, may elect the Aetna PPO plan during annual enrollment and prior to moving out of state. The retiree must then keep Aetna as their provider until such time as they move back into the regions covered by whoever are the City health providers at the time, and may elect another provider during the next open enrollment. It is understood by both parties that this option is available only in accordance with the rules and procedures of Aetna and only as long as Aetna chooses to be a provider for the City.

5. Dental Insurance

Dental insurance will be provided by Delta Dental Services, Inc. The City will contribute 100% of the monthly premium for an employee, employee and dependent or an employee plus family as set forth in the plan document. The Delta Dental Preferred Provider Program shall provide coverage maximum of \$1,750 per year for employees/dependents who patronize Preferred Provider Program participating dentists. Employees/dependents that choose non-participating dentists shall have a coverage maximum of \$1,500 per year. Otherwise, the City’s obligation for dental insurance coverage is limited to dental plan contributions. Delta Dental Services, Inc. shall determine dental plan content.

6. Vision Care

The City will contract with Vision Services Plan (VSP) to provide vision care. The City will contribute 100% of the monthly premium for an employee, employee and dependent, or employee and family as set forth in the plan document. The following elements shall provide the basis of VSP coverage:

- 1) One eye exam every 12 months;
- 2) One set of lenses every 12 months;
- 3) \$100 allowance/whole sale basis for frames; and
- 4) A co-pay of \$5.00 per visit.

Except for the items listed above, the City’s obligation for Vision insurance coverage is limited to plan contributions. VSP shall determine Vision insurance plan content.

7. Health Benefits Labor-Management Committee

The parties agree to participate in a joint Health Benefits Labor-Management Committee to review existing health benefit programs, including, but not limited to, cost containment, direct contracting for health benefit plans, and creation of a health benefits cafeteria plan. The Health Benefits-Labor Management Committee shall be open to all employee organizations representing City of Folsom employees. The SAFF, Local 522 may select up to two City employees to participate in Committee meetings. Employees who participate in Committee meetings shall do so without loss of compensation.

8. Life Insurance

The City agrees to continue to pay the premium for \$40,000 life insurance coverage and \$40,000 accidental death and dismemberment coverage for employees in the bargaining unit for the term of this Agreement.

Eligible dependents shall receive \$1,000 life insurance coverage.

9. Short Term Disability Insurance

The City agrees to provide a Short Term Disability Insurance Program, with the City paying 100% of the premium rate for the weekly indemnity insurance program (short-term disability) of up to 60% of the salary of the plan maximum for up to sixty (60) calendar days. The waiting period for initiation of benefits shall be twelve (12) calendar days. Otherwise, the City’s obligation to provide Short Term Disability insurance coverage is limited to plan contributions. The Short Term Disability insurance carrier shall determine plan content. The City will meet with Local 522 upon request.

10. Long Term Disability Insurance

The City and the SAFF, Local 522 agree that the SAFF, Local 522 will provide a Union sponsored plan covering long-term disability for non-work related injury and illness.

The cost of the premium will be a post-tax deduction from the employee’s semi-monthly paycheck.

The Long Term Disability insurance carrier shall determine plan content.

11. FMLA/CFRA Leave Status

Health insurance coverage is limited to the City’s obligation as set forth in Federal and State law in relation to FMLA or CFRA. An employee on either FMLA or CFRA leave status will have continued health insurance as found in this Article during the leave period. The employee is responsible for applicable premium co-payments as required.

Upon exhaustion of FMLA or CFRA, the City will provide the employee with a notice advising of COBRA rights to which the employee may be entitled. Notwithstanding whether the employee is or is not supplementing disability insurance to maximize income, the employee shall cease leave accruals and be solely responsible for health insurance coverage.

~~SAFF 522 and the City agree to meet within 60 days after ratification of the MOU to jointly review FMLA/CFRA and medical leave of absence administration.~~

12. Retiree Health Insurance

- A. Existing employees who retire¹ from City service on July 1, 2007 or later may participate in the health insurance plans made available by the City for active employees. The amount of the City's monthly contribution shall be determined as set forth below. Any costs that exceed the maximum paid by the City towards retiree health insurance costs shall be borne by the retiree.
- 1) Employees who retire with less than 5 years of service² shall not be eligible to receive any City contribution toward the cost of retiree health insurance.
 - 2) Employees who retire with more than 5 years of service shall qualify for a monthly City retiree health insurance contribution.
 - a. Subject to the maximum set forth in 10b below, the City retiree health insurance contribution shall be as follows:
 - i. Retiree only – an amount equal the City's contribution towards active employee health insurance³ for the category of "employee only."
 - ii. Retiree and one dependent – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one."
 - iii. Retiree and two or more dependents - an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus two or more" until the retiree reaches age 55. Thereafter, the City's contribution towards a retiree with two or more dependents shall be an amount equal to the City's contribution toward active employee health insurance for the category of "employee plus one plus \$100".
 - b. Effective January 1, 2012, the City's monthly contribution toward the cost of retiree health insurance shall not exceed the maximum monthly contribution paid by the City to active employee health insurance for the categories of employee only (for retiree only),

1 "Existing employees" are exclusively permanent and/or probationary employees of the City of Folsom on the date this Addendum is approved by the Folsom City Council. "Retire" or "retiree" is defined as any classified City employee who (1) applies for retirement with the Public Employees' Retirement System (PERS) within ninety (90) days after terminating employment with the City; and (2) receives a PERS retirement benefit.

2 "Service" is defined as full time (or equivalent) continuous permanent and/or probationary employment status with the City of Folsom.

3 "Active employee health insurance" shall be defined as the health benefits contribution formula in effect for active employees as of July 1, 2011.

employee plus one (for retiree plus one dependent), and employee plus two or more until age 55 and employee plus one plus \$100 after age 55 (for retiree plus two or more dependents).

- i. The January 1, 2012 cap for each category shall be adjusted each January thereafter by an amount not to exceed 3%, depending on the percent increase in the Consumer Price Index (CPI), U.S. Department of Labor, for November - November of the previous year, Index CPI-W, Urban Wage Earners and Clerical Workers, Series #CWUR0400SA0, United States. (Example, if the cost of living for the specified period increases by 2%, the cap shall be increased by 2%. If the cost of living for the specified period increases by 4%, the cap shall be increased by 3% (cost of living increases in the cap shall be rounded to the nearest tenth.)
- c. Pursuant to applicable law, and prior to January 1, 2017, if administratively possible the City shall establish a tax exempt retiree health plan for all employees in the Fire Bargaining Unit. The purpose of the plan is to provide a mechanism whereby employees may voluntarily contribute toward future costs of retiree health insurance premiums and related expenses. The governing plan shall be agreed to by SAFF 522 and the City.
- d. The City shall contribute \$25 per pay period into a retiree health reimbursement account (RHRA) for each probationary/permanent employee hired after May 8, 2007.
- e. The parties acknowledge that unit members who retire from City service prior to July 1, 2007, shall, subject to future negotiations and agreements, receive health benefits as set forth in the 2006-2008 Memorandum of Understanding (Article IX, Insurance, paragraph 2(A) between the City and Sacramento Area Firefighters, Local 522, IAFF Folsom Unit.

13. Retiree Health Benefits Reopener

- A. The City agrees to conduct a bi-annual actuarial study of the cost of health benefit programs for employees who retire from City employment. The first actuarial study shall be conducted not later than July 1, 2007.
- B. A copy of the completed actuarial study shall be sent to each employee organization that represents City employees. Upon request of either the City or SAFF, Local 522, the parties agree to reopen the MOU and meet and confer in good faith on MOU provisions covering health, dental, and/or vision insurance

programs for active employees and/or active employees who retire from City employment.

- C. If the City and an employee organization other than SAFF, Local 522 reopen that employee organization’s MOU on the MOU provisions referenced in 11B above, the City will immediately notify SAFF, Local 522 and offer to meet and confer.

ARTICLE X

ALLOWANCES AND REIMBURSEMENTS

1. Uniform Allowance

- A. Effective the first full pay period starting July 2023, the City agrees to pay employees the sum of one thousand ~~seventy-five~~two hundred fifty dollars (~~1,075.00~~\$1,250.00) per year for the purchase of approved on duty uniforms and attire. All uniforms purchased shall comply with the most current regulations and specifications as identified in the Standard Operating Procedures (SOP).

- 1) Payment of the annual uniform allowance shall be made on or about July 20. Employees with less than six (6) months service by July 1 of a given year shall not be granted a uniform allowance.

- 2) On initial employment, the City agrees to purchase new employees all uniform components noted below:

- ~~One-Two~~ (12) class B shirts – Workrite, navy blue Nomex@ (short sleeve)
- One (1) class B long sleeve shirt – Workrite, navy blue Nomex@
- One (1) tie and tie clip
- ~~Four-Three~~ (43) class B pants – Workrite, nave blue Nomex@
- One (1) pair O.S.H.A. approved safety boots, 8” high lace type, zipper optional, with toe protection and sole penetration protection.
- One (1) class B jacket – 511 Chameleon brand dark navy jacket with name tape
- One (1) belt-black, basket weave, 1 ¾" width, chrome buckle, open slot chambers style
- ~~Four-Six~~ (46) class C tee shirts – 100% cotton, navy blue, crew neck
- ~~One-Two~~ (12) pair shorts – 100% cotton, navy blue
- One (1) baseball cap

2. Uniforms - Class A

The City will continue to provide a Class "A" uniform for all full-time personnel after their probation period has ended. This will include one (1) dress jacket, one (1) dress pant, one (1) tie, one long sleeve white shirt, one (1) dress shoes, and one (1) uniform cap as identified in the most current Fire Department Standard Operating Procedures.

3. Mileage Reimbursement

Employees shall be reimbursed for the use of their personal vehicle, at the IRS approved rate, for all miles driven at the direction of the City.

4. Tuition/Books Reimbursement

Employees who attend job related classes/training programs that are approved by the department shall be entitled to reimbursement of costs for books tuition, and lodging (pursuant to the City's lodging reimbursement schedule) and tuition up to ~~nine hundredone thousand five hundred~~ dollars (~~\$900.001,500.00~~) per fiscal year. The Fire Chief may authorize additional employee reimbursement costs above this limit, when requested by the employee, should said request not exceed the budgeted amount of the department for this program.

Approval shall be given by the department Training Officer prior to the beginning of the class/training program. The City shall implement a procedure that allows for payment of an authorized class up front when requested by the employee.

An employee may repeat a job-related course to maintain or upgrade his/her knowledge, skills and abilities.

Attendance in job related classes/training programs will be non-mandatory and will not include overtime payment or reimbursement for costs of transportation, meals, or other incidental expenditures, unless otherwise specified prior to the course and approved by the department.

Employees who fail to attend or satisfactorily complete a ~~job-related~~ job-related class/training program shall reimburse the department for all costs incurred by the City. The City shall deduct the total amount of monies spent by the department from the employee's pay-check over the next four (4) pay periods.

A. Eligibility

When an employee attends a recognized college or university for job related training, such institutions of higher learning shall be accredited by one or more of the United States regional accrediting bodies.

5. Compensation for Training

Training for programs authorized or required by the City shall be financed by the City except as otherwise specified by the City Manager or department head prior to the participation in such training. Such compensation is separate and distinct from the compensation offered for the position and classification involved in training. Subject to approval by the department head or City Manager, employees may be authorized to attend training programs during regular working hours. When the needs of the City service so require, the department head may direct any employee to attend a meeting or conference as part of the vocational training required for the position. In such case, attendance may be mandatory and reasonable compensation for meals, lodging, travel and associated expenses shall be allowed. Travel to and from such training shall be provided by the City or at City expense, however, no overtime will be paid for the time required to travel to and from such meetings, nor the conference or training attendance hours beyond normal working hours.

6. Replacement of Damaged Personal Property

When an employee damages his/her personal property during the normal performance of his/her duties, the employee may submit a claim for reimbursement with the City. The City shall investigate such claims and may reimburse the employee for all or part of the damaged personal property. The City shall respond to the employee within thirty (30) days after submission of the claim. The final decision to reimburse an employee for damaged personal property shall rest with the City.

Leather structure helmets and leather structure boots approved for use by the City of Folsom Fire Department and purchased by members of the bargaining unit will not be covered by this provision.

7. SCBA Optics Reimbursement

Optical wear (lenses) suitable for insertion into SCBA mask are reimbursable by the City. Employees should use the claim reimbursement form and submit it within thirty (30) days using the chain of command.

ARTICLE XI

EMPLOYEE DISCIPLINE

1. Employee Discipline

A. Policy:

It is the policy of the City that discipline of City employees is imposed on an appropriate and consistent basis. When an employee engages in misconduct or when job performance is unsatisfactory in the judgment of the City, disciplinary action may be initiated. This article modifies disciplinary procedures identified in City Personnel Rules and shall be in accordance with California Government Code Sections 3250 through 3262, Firefighters Procedural Bill of Rights Act (FBOR).

B. Definition:

As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in salary, demotion, dismissal or transfer for purposes of punishment.

As used herein, "corrective action" means counseling memorandum, letter of instruction or similar action shall not be considered disciplinary action.

C. Persons Authorized to Initiate Disciplinary Action:

Discipline may be initiated by those authorized in the City Personnel Rules.

D. Employment Status and Application of Appeal Procedure:

- 1) Permanent Status: This article shall only apply to employees with permanent status with the City.
- 2) Probationary Status: An employee in probationary status shall have no right to grieve, arbitrate or appeal release from probationary appointment.
- 3) Temporary Employee: An employee in a temporary position shall have no right to grieve, arbitrate or appeal release from temporary appointment.
- 4) Temporary Upgrade (Out of Class): An employee in a temporary upgrade status shall have no right to grieve, arbitrate or appeal release from temporary upgrade status.

E. Cause for Disciplinary Action:

- 1) Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples can be found in the City Personnel Rules):
 - a. Misstatement of facts during the hiring process
 - b. Falsification of an entry on a City document (e.g., time card,

expense report)

- c. Disclosure of confidential information
- d. Insubordination or willful disobedience
- e. Incompetence, inefficiency or unsatisfactory job performance
- f. Discriminatory, discourteous, or unbecoming behavior
- g. Theft, misuse or unauthorized use or possession of City property
- h. Dishonesty
- i. Misconduct, i.e., any behavior that brings harm or discredit to the City
- j. Being under the influence of illegal drugs, alcohol, or possessing illegal drugs while on City property or on official business. This subsection shall not apply to an off duty individual engaged in otherwise legal activities at a City facility (park, walkway, or similar City owned facility)
- k. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects, or brings discredit to, the City
- l. Excessive absence or tardiness
- m. Absence without approved leave
- n. Violation of a City rule, policy, or procedure
- o. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
- p. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

F. Investigation and Interrogation Rights:

Firefighters, Engineers, or Captains under investigation or subject to interrogation shall be afforded the following rights:

- 1) Interrogation must occur at a reasonable hour on duty and if conducted off-duty, the firefighter, EMT-P or EMT employee must be compensated for that time in accordance with adopted City policy and cannot be punished for missing work due to the interrogation;

- 2) Prior notification of name, rank and command of the person in charge of the interrogation and the nature of the investigation must be given;
- 3) Interrogation must be for a reasonable time period with reasonable breaks to attend to any physical needs and must be void of offensive language or threats of punitive action or promise of reward in exchange for information;
- 4) Statements made under duress, coercion, or threat of punitive action are prohibited from being admissible in a subsequent judicial proceeding, subject to certain exceptions under Government Code Section 3253(f);
- 5) Interrogations may be recorded and the firefighter or EMT-P must be provided access to the recording, if any further proceedings are contemplated or prior to any further interrogation at a subsequent time. The ~~firefighter~~ employee is entitled to a transcribed copy of the notes made by a stenographer or any reports or complaints made, except those required by law to be kept confidential. Confidential notes cannot be entered into the firefighter's personnel file;
- 6) ~~The firefighter, EMT-P or EMT~~ The employee shall be informed of his/her constitutional rights if it becomes apparent that he/she may be charged with a criminal offense;
- 7) Upon the filing of a formal written statement or charges, or whenever an interrogation focuses on matters that may result in punitive action against any ~~firefighter~~ employee, that ~~firefighter, EMT-P~~ employee has the right, at his or her request, to have a representative of his or her choice present during the interrogation at all times, except that the representative shall not be a person subject to the same investigation.

G. Corrective Action:

- 1) If the City decides to administer corrective action, all Letters of Instruction shall include a Behavior Modification Plan with actions and timelines designed to assist the employee in meeting the intent of the City's Rules and Regulations, Fire Department Policies and Procedures, as well as the provisions contained within this MOU.
- 2) Any action described in this subsection shall not be placed in the City's employee's personnel file.
- 3) A corrective action may not be appealed beyond the Fire Chief,

H. Preliminary Notice of Disciplinary Action:

- 1) If the City decides to impose discipline, the Fire Department employee shall be notified in writing the decision to impose discipline within thirty (30) calendar days of its decision, but not less than forty-eight (48) hours prior to imposing the discipline.
- 2) A copy of the preliminary notice of disciplinary action shall be served upon ~~the employee~~ the employee either personally, or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address that is within the employee's official personnel file. If notice is provided by mail, the employee should be deemed to have received notice fifteen (15) calendar days after the date of mailing.
- 3) The Preliminary Notice shall include:
 - a. A statement of the nature of the disciplinary action;
 - b. The effective date of the disciplinary action;
 - c. A statement of the reasons for the disciplinary action citing the item(s) under Section E of this Article, department orders, or the Personnel Rules, which have been violated;
 - d. Any supporting material or documentation;
 - e. A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and
 - f. The name and address of the person to whom all written communication regarding this appeal shall be sent.

I. Skelly Meeting:

- 1) An employee who is subject to disciplinary action shall have the right, within fifteen (15) calendar days after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Human Resources Director.
- 2) Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.

- 3) Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer". The Skelly Officer will meet with the employee, listen to arguments and receive documents presented by the employee. Within a reasonable time and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline.
- 4) If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A Final Notice Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action.

J. Arbitration Hearing Process:

- 1) Within fifteen (15) calendar days after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the Human Resources Director. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.
- 2) Appeals of disciplinary actions to arbitration shall be pursuant to Government Code Section 3254.5.
- 3) An appeal of a disciplinary action is a complaint of a permanent employee of whether there was cause for the disciplinary action taken against the employee.
- 4) The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by the SAFF Local 522, self-represented, or independent counsel, and the City.
- 5) The employee shall be entitled to appear personally at the hearing and produce evidence.
- 6) The fees and expenses of the arbitrator, a court reporter and transcript if required by the arbitrator, shall be shared equally by the parties. For employees not represented by SAFF Local 522, the City shall pay the full cost of the arbitrator and a court reporter and transcript if required by the arbitrator.
- 7) The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal or any other forum on any legal theory or basis shall be possible.

2. Performance Evaluations

- A. Performance evaluations which result in the denial of an employee's step increase may be grieved up to and including binding arbitration in accordance with Article XII, Grievance Procedure.
- B. The City agrees to meet with the SAFF, Local 522 in order to review and propose changes to existing employee evaluation system.

3. Personnel Files

The City and the SAFF, Local 522 agree that there is only one official personnel file for each employee. The employee's official personnel file is private and confidential, subject only to review by the employee, the employee's representative with written authorization, or authorized City representatives.

The City shall allow every employee the opportunity to review their personnel file at any reasonable time upon request, and to obtain a copy of any needed document in the file. The official personnel file shall remain under the control of the City and shall be the only personnel file admissible as evidence in any disciplinary matter. There shall be no documents placed in the official personnel file without the employee's knowledge. If, upon examination of the personnel file, the employee discovers any documents placed there without the employee's knowledge, the City shall, upon written request of the employee, investigate the allegation and remove any such document placed there in violation of this Section.

The City and the SAFF, Local 522 recognize the Department's use of a "rotating employee file" (REF) for the preceding twelve (12) months, for the purposes of employee performance evaluations, and that the file may be included with the City's official personnel file and incorporated into the employee performance review process and/or other related employee matters.

4. Purging Personnel Files

Counseling memorandums are not disciplinary and shall not be placed in the employee's personnel file. Employees shall be offered the opportunity to sign and be provided with a copy of any disciplinary written material before it is placed in the employee's personnel file. The employee shall be given an opportunity during regularly scheduled working hours to prepare a written response to such materials. The written response must be submitted within fifteen (15) days of the notice to place the disciplinary documents in the personnel file.

If the employee was not allowed the opportunity to sign the documents prior to placement within the personnel file, the employee shall have the right at any time to attach a written

response to the material. Any person who places any written material in an employee's file shall sign and date the material, signifying when it was placed in the employee's file and by whom.

Disciplinary actions shall be purged (at the request of the employee) from the employee's personnel file following the schedule below in accordance with the City's records retention policy:

Written reprimands: Eighteen (18) months

Other disciplinary actions (i.e., suspensions, reductions in pay, and demotions: Five (5) years

ARTICLE XII

GRIEVANCE PROCEDURE

1. Grievance Procedure

- A. Definition. The term "Grievance" as used in this Agreement is limited to a complaint or request of an employee, group of employees, or the SAFF, Local 522 which involves the interpretation or application of, or compliance with the provisions of this Agreement, City Rules or Regulations, or directives of the Fire Department including, but not limited to, the imposition of discipline.
- B. Time Limits. Grievances not presented within the time limits established for each step of this procedure shall not be considered. Should the City fail to answer within the established time limits, the grievance may be processed to the next level and the failure to answer shall be given the appropriate weight by the arbitrator.

When days are used in this article for the purpose of establishing time limits, those limits will be presumed to have been met when the appropriate forms are either personally delivered to the affected party or deposited in the U.S. mail, as evidenced by the appropriate postmark.

Time limits may be waived by mutual agreement between the parties. As referred to in this article, all "days" are "calendar days."

- C. Presentation. An employee and/or a SAFF, Local 522 representative may present a grievance while on duty, provided such presentations and discussions do not disrupt City operations and are kept to a reasonable minimum.
- D. Procedure. All grievances as defined herein shall be processed in accordance

with this procedure. All grievances, beginning at Step 2 shall be filed on forms provided by the City for that purpose. The SAFF, Local 522 may refuse to represent a grievant and the City may refuse to consider a grievance in those circumstances where the aggrieved party has not followed this procedure.

- 1) STEP 1. Within fifteen (15) days of the act(s) and/or omission(s) giving rise to the grievance or within fifteen (15) days of the time the employee of the SAFF, Local 522 should reasonably have been aware of said act(s) and/or omission(s), the grievance shall be discussed informally with the person or persons most directly responsible for the circumstances which gave rise to the grievance. If the grievance is not resolved within fifteen (15) days of the date on which it is first presented at Step 1, the grievant may proceed to Step 2.
- 2) STEP 2. Within fifteen (15) days of receipt of the Step 1 answer, or if no answer is given, within thirty (30) days of the Step 1 meeting, the grievant, if still dissatisfied, shall file with the Fire Chief, a formal written grievance. Within fifteen (15) days of the receipt of the formal grievance the Fire Chief or designee shall meet with the grievant to discuss the matter. The Fire Chief or designee shall respond to the grievant, in writing, within fifteen (15) days of the Step 2 meeting. The Step 2 response shall include the position of the Fire Department and the reasons therefore, as related to the grievance.
- 3) STEP 3. Within fifteen (15) days of the Step 2 response or, if no Step 2 response is received, within thirty (30) days of the Step 2 meeting, the grievance may be presented in writing to the City's Employee Relations Officer. The Employee Relations Officer shall conduct such investigation as is deemed appropriate and shall issue a written determination within thirty (30) days of the date on which the grievance is first presented at Step 3. If the Employee Relations Officer fails to issue a written determination within the prescribed period of time or if the determination is not satisfactory to the grievant, the grievant may request that the matter be submitted to binding arbitration. Matters of grievance which are not disciplinary in nature shall only be submitted to Step 4 by the SAFF, Local 522. Employees may, if they so desire, individually submit matters of discipline to arbitration subject to the employee paying one half the costs as defined in Step 4.
- 4) STEP 4. A request for binding arbitration shall be made in writing to the Employee Relations Officer within fifteen (15) days of the date which the grievant received a copy of the written determination of Step 3, or in the event that no Step 3 answer is received, within forty-five (45) days of the date of the Step 3 meeting.

An arbitrator may be selected by mutual agreement between the parties. However, should the parties fail to voluntarily agree upon an arbitrator, the parties shall make a joint request to the American Arbitration Association or the Mediation and Conciliation Service of the State of California. The parties shall request a list of five (5) qualified arbitrators. Each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

The arbitrator's decision shall be final and binding on the City, SAFF, Local 522, and the grievant. The arbitrator shall have no authority to add to or delete from the terms of this Agreement, City rules or regulations, or directives of the Fire Department. All fees and costs of the arbitrator and court reporter, if any, shall be borne equally by the parties. In matters of discipline which have not been submitted to arbitration by the SAFF, Local 522, all costs will be split between the parties to the arbitration and shall not include the SAFF, Local 522.

ARTICLE XIII

MISCELLANEOUS

1. Fitness for Duty

The City may require an employee to submit to a medical examination by a physician, designated by the City, to evaluate the capacity of the employee to perform the work of the employee's position. The decision to require an employee to submit to such medical examination shall be based upon reasonable cause to believe, by the employee's department head, or designee, that the employee is unable to perform the work of the employee's position. The examination cost shall be paid by the City.

The physician shall make a written report to the City and the employee. Information provided by the City's physician shall be kept confidential by the City and shall contain no medical report except to note whether the employee is fit to work. After consideration of the report and other pertinent information, if the City concludes that the employee is unable to perform the work of their present position, the City may demote or transfer an employee to an appropriate position, including one of less than full time. If it is concluded that the employee is unable to perform the duties of his/her position and the employee cannot be demoted or transferred to another position, the employee's employment may be terminated. An employee who is terminated because of medical inability to perform the duties of their position shall be placed on paid administrative leave until the date of separation.

An employee evaluated pursuant to this section, who is in disagreement with the findings of the City's physician may elect, at the employee's cost, to have an examination by a physician of the employee's choosing. If the employee's physician finds the employee fit

to perform their job duties the employee shall have the right to submit the matter to binding arbitration in accordance with Article XII, Grievance Procedure, of this Agreement.

This section shall not supersede any rights and/or remedies the parties may have pursuant to the California Workers Compensation system and Labor Code.

2. Fitness Evaluation (Wellness)

The City and the SAFF, Local 522 agree to work cooperatively during the term of this MOU to implement and maintain a long-term Wellness-Fitness Program for all uniformed personnel. The Wellness-Fitness Program shall be generally consistent with the guidelines recommended by the third edition of the Fire Service Joint Labor-Management Wellness-Fitness Initiative, and as approved by the Fire Chief.

The City and the SAFF, Local 522 agree to support a comprehensive, mandatory annual medical examination for all uniformed employees represented by the SAFF, Local 522, as a component of the Wellness-Fitness Program. The medical examination shall be generally consistent with the guidelines recommended by the third edition of the Fire Service Joint Labor-Management Wellness-Fitness Initiative, and as approved by the Fire Chief.

All members may participate in the annual personal fitness evaluations. After the annual personal fitness evaluations, any member that ~~places in the HealthFit gold (excellent) standard rating or~~ successfully completes the Folsom Fire Physical Ability Test (entry level combat challenge) in ~~4 minutes or less~~ the time from the table below, shall receive a one-time payment of \$750 per calendar year as a fitness incentive. Program, testing procedures and grading will be established by the City with no appeal.

<u>Age Range</u>	<u>Time Limit</u>
<u>30 yrs. and Under</u>	<u>2 minutes and 45 seconds (2:45)</u>
<u>31 yrs. – 40 yrs.</u>	<u>3 minutes and 15 seconds (3:15)</u>
<u>41 yrs. – 50 yrs.</u>	<u>3 minutes and 45 seconds (3:45)</u>
<u>Over 50 yrs.</u>	<u>4 minutes and 15 seconds (4:15)</u>

3. Modified Duty Assignments

The City and the SAFF, Local 522 agree to jointly develop and implement a modified duty assignment program for the department. The intent of this program is to develop policies and procedures to be used by the department that would identify the appropriate temporary assignment for employees who are injured or ill that limit their ability to serve in their normal assignment. Changes shall be subject to Article I, Section 4, Meeting and Conferring During the Term of the MOU, of this MOU.

4. Fire Job Classification

- A. The City recognizes that the SAFF, Local 522 has a vital interest in the content of the fire job specifications, including minimum qualifications and promotional patterns, for classifications represented by the SAFF, Local 522.
- B. The City and the SAFF, Local 522 agree that changes to job specifications, minimum qualifications, promotional testing processes, scheduling and similar areas of concern related to classifications represented by the SAFF, Local 522 shall be subject to meet and confer and that all changes recommended by that group shall be subject to Article I, Section 4, Meeting and Confering During the Term of the MOU, of this MOU.
- C. The City agrees to notify the SAFF, Local 522 anytime the City proposes to recruit and examine for, or to modify, fire job classifications represented the SAFF, Local 522. The City agrees to meet and confer with the SAFF, Local 522 over such proposed changes if the SAFF, Local 522 so requests.
- D. On its own initiative, the SAFF, Local 522 may at any time notify the City Human Resources Director that the SAFF, Local 522 requests to meet and confer with the City over the SAFF, Local 522 proposed modifications to the recruitment and examination procedure, and/or job specifications for fire classifications represented by the SAFF, Local 522. The City shall schedule a meet and confer session in response to such request.
- E. Nothing in this provision shall be construed as to require the City to divulge information or change procedures that in any way would compromise the integrity of the City's merit system.

5. Promotional Test Scheduling

- A. The eligibility list generated from a promotional examination will have a two-year life unless it is reduced to three or fewer eligible candidates; at which time the City may give an examination and create a new list, or the Fire Chief shall have the option of promoting from the list. At the end of the two years, a new examination shall be required, and the current list shall expire. If a new list is not generated prior to the expiration, the Fire Chief may extend the list by no more than six (6) months until a new examination is administered.
- B. Temporary appointments and short-term vacancy assignments (acting time) may be made from the current eligibility list, or most-recent

eligibility list if a current eligibility list does not exist.

6. Paycheck Distribution

The City agrees to submit paychecks to employees in the Fire Department no later than 0830 hours each payday, for the off-going shift.

If it becomes feasible during the term of this MOU, this provision will be applied to all employees.

The parties recognize that patience and tolerance will be exercised in the execution of this provision. Any discrepancies will be rectified within a reasonable period of time. Reasonable period of time is defined to mean two (2) normal working days.

7. Labor/Management Committee Team

- A. The City and the SAFF, Local 522 agree to establish a joint labor-management team to meet and confer on matters raised by either party.
- B. The Labor-Management team will determine the frequency of meetings and the number of representatives in attendance from the bargaining group.

8. Department Bulletins

Department Bulletins will be given an expiration date at the time they are published.

9. Program Coordinator/Technician

The Program Coordinator/Technician plan used by the Department shall be voluntary in nature and shall not require participation by employees. Employees who volunteer, except as noted in Subsection 10 of this article, 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 City sees fit either due to lack of need for the program or other reason as set forth by the City.

10. Program Incentive Pay

A. Employees designated by the Fire Chief to perform Program Coordinator tasks associated with one of the following program areas shall receive a two hundred dollars (\$200) per month incentive pay allowance:

- 1) PPE Program Coordinator (1 Person Total)
- 1) SCBA Program Coordinator (1 Person Total)
- 2) Pre-Plan Program Coordinator (1 Person Total)

- ~~3)4)~~ Volunteer Services (CERT) Program Coordinator (1 Person Total)
- ~~4)5)~~ CAD Program Coordinator (1 Person Total)
- ~~5)6)~~ Radio Program Coordinator (1 Person Total)
- ~~7)~~ SRT/Boat Program Coordinator (1 Person Total)
- ~~6)8)~~ PIO Coordinator (1 Person Total)

Any of the above (Section A) Program Coordinator positions require a minimum of a two (2) year up to four (4) year time commitment. Members may re-apply for the applicable program coordinator position upon the conclusion of the required time commitment.

- B. Employees designated by the Fire Chief to perform Program Manager or Technician tasks associated with one of the following program areas shall receive a one hundred dollars (\$100) per month incentive pay allowance:

- 1) Self-Contained Breathing Apparatus (SCBA) Technician (1 Person per Shift)
- 2) Fire Investigator (3 Persons Total)
- 3) ACLS/PALS Instructor (1 Person per Shift)
- 4) ITLS Instructor (1 Person per Shift)
- 5) CPR Instructor (1 Person per Shift)
- 6) Fire Hose Program Manager (1 Person Total)
- 7) Fire Tools and Equipment Manager (3 Persons Total)
- 8) Extrication Program Manager (1 Person Total)
- ~~9)~~ Fitness and Wellness Program Manager (1 Person Total)
- ~~9)10)~~ Wildland / Single Resource Manager (1 Person Total)

Any of the above (Section B) Program Manager or Technician positions require a minimum of a two (2) year up to four (4) year time commitment. Members may re-apply for the applicable program coordinator position upon the conclusion of the required time commitment.

- C. Employees who hold a valid certificate in the Program areas below shall receive a one hundred dollars (\$100) per month incentive pay allowance:

- 1) Swiftwater Rescue Technician Certificate
- ~~2)~~ Confined Space Technical Rescue Certificate
- ~~2)3)~~ RS1 and RS2 Certificates

- D. Members receiving incentive pay allowance in section A shall be limited to a maximum combined allowance in sections A, B, and/or C of ~~five-six~~ hundred dollars (~~\$500~~600) per month per employee.

- E. Members receiving incentive pay allowance in section B, shall be limited to a maximum combined allowance in sections B and C of ~~four~~ five hundred dollars

(\$400500) per month per employee.

Employees shall maintain the necessary training and certification standards established by the Department in Sections A, B and C to continue to receive this pay allowance. All employees receiving program incentive pay shall have their performance in the program included as part of the employees City performance evaluation. Performance that falls below “meets expectations” may subject the employee to removal from the program and loss of incentive pay as determined by the Fire Chief.

11. Medic Unit Incentive Pay

A. All members may participate in the annual medic unit incentive pay based on hours worked on a medic unit. Annually, an hour’s report, inclusive of regular duty and overtime hours, will be examined for each employee working a medic unit for a one-time annual payment based on the following:

- 1) 2200 hours worked – member receives \$1,000
- 2) 2500 hours worked – member receives \$1,250
- 3) 2800 hours worked – member receives \$1,500

11.12. Strike Team - Assignments

A. ~~Absent unusual factors strike teams shall be voluntary for section two (2) and three (3).~~ For strike team and overhead assignment requests, Labor/Management will collaboratively develop a voluntary strike team list specific for TeleStaff use.

- 1) For “initial attack” deployment dispatches, apparatus and crew will be dispatched directly from their normal assigned station from duties by Fire Dispatch and shall not be delayed to any degree.
- 2) For “immediate need” deployment dispatches, the on-duty personnel assigned to the strike team station that day will be the personnel assigned to the strike team to minimize delay in response. Any on-duty personnel crew member not wishing to be dispatched to fill a strike team request may find their own voluntary qualified replacement within the same rank to fill the request shall arrange for coverage to occur prior to the beginning of their shift and then notify his/her immediate supervisor of the arrangement. At no time will this cause a delay of more than thirty (30) minutes in the response.
- 3) For “planned” need deployment dispatches or crew rotations, the voluntary shift strike team TeleStaff list will be utilized to fill the request. In the event that the request is not filled using the voluntary strike team TeleStaff list, the on-duty personnel assigned to the strike team station the day of the planned need or crew rotation will be the personnel assigned to

the strike team. Employee's not wishing to be assigned to the strike team may find their own voluntary qualified replacement within the same rank to fill the request and then notify his /her immediate supervisor of the arrangement The Duty Chief may re-assign station staffing to accommodate arrangement requests.

- 4) When a member accepts any request from the voluntary strike team Telestaff list, their name will rotate to the bottom of the list provided that he/she was deployed for a minimum of twelve (12) hours.
- B. When working a strike team deployment of more than forty-eight (48) hours, an employee returning from a strike team on their normal duty day shall be released from duty on paid administration leave for a rest period until the beginning of the next work day. For example; an employee returning from a strike team on their regular duty day would be released and paid administration leave until 0800 hours the following day.
 - C. A good faith effort shall be made by the City to relieve crews on a strike team assignment on the fourteenth (14th) day if the assignment is within the State of California and the twenty-first (21st) day if the assignment is outside the State of California. Crews may request to be relieved if cooperating agencies in the Sacramento Region are replacing their crews before the fourteenth (14th) or twenty-first (21st) days.
 - D. During a strike team deployment when the incident ~~management team~~ does not provide hotel/motel accommodations, but hotel/motel accommodations are available to the strike team, at the individual's engine company's expense, the City will pay for the hotel/motel accommodation. Nothing in the section shall negatively impact the strike team availability or response to the incident mission. The Strike Team Leader will make the decision whether the entire strike team will exercise the option for the hotel/motel accommodation.

12.13. Probationary Period, Seniority, Demotion and Layoffs

- A. To provide means by which employees are to be demoted or laid off in the event a reduction in work force occurs.
- B. When determining "Seniority" or "Time in Grade" the following criteria shall be used:
 - 1) Seniority is defined as regular full time City employment in the fire department regardless of rank.
 - 2) If two or more people are hired on the same date, the seniority ranking will be in accordance with the employee's ~~position ranking at the conclusion of the~~

~~recruit firefighter academy on the eligibility list for the employee's job classification.~~

- 3) Time in grade shall be the method used to determine seniority by rank. If two or more employees in the same rank have the same promotion dates, the employee's position on the eligibility list for the employee's job classification will determine seniority in that rank.
- 4) Military leave of absence shall not be deducted from time in grade or from total time in the fire department.
- 5) The probationary period for new hires may be extended for any leave time in excess of 240 hours (cumulative) within the probationary period. The extension specific to this section will be equal to the leave time used in excess of 240 hours.
- 6) Probationary period extensions for performance-based issues shall be reflected in "Seniority" calculations for new hires.
- 7) The probationary period for Engineers and Captains may be extended for prolonged absences, with the exception of military leave and/or a workplace injury, during the probationary period. The extension specific to this section will be equal to the leave time used in excess of 240 hours.
- 8) Probationary period extensions for performance-based issues shall be reflected in "Time in Grade" calculations for Engineers and Captains.

C. Layoff or Non-Disciplinary Demotions.

- 1) Reductions in the ranks of Captain or Fire Engineer shall be made by the least senior employee in regular full time, time in grade, including probationary time.
- 2) Individuals affected by being demoted shall have the right to "bump" downward to the next lower rank formerly held by the affected employee.
- 3) Layoffs, reductions, or demotions in the rank of Firefighter shall be by the least senior employee in regular full time City employment in accordance with the Personnel Rules, Section 2.04.030E.

D. Reemployment and Seniority

- 1) When an employee is laid off and is reemployed within two (2) years of said employee's termination date, the employee shall receive the benefits as described in the Personnel Rules, Section 2.04.030J upon return to service.

2) When the period of absence exceeds two (2) years, no benefits are retained and the employee is treated as a new employee for all purposes, unless they are vested by a third party (e.g. PERS credit).

3) When an employee resigns from the department and then wishes to return, they may do so through the application and testing process when a vacancy occurs. Seniority shall be based on section B above.

E. The City shall give the SAFF Local 522 Unit Representative 30 days’ notice prior to the effective date of any layoff or a non-disciplinary demotion along with a seniority list with all the member’s names, their hire date, and their time in grade.

13.14. Lateral Hires

Any decision to hire above the entry-level salary step (~~A~~-Step 1) will be based on the Fire Chief’s final recommendation with the concurrence of the City Manager. Such recommendation shall be based on the Fire Chief’s evaluation of the candidate’s background and experience.

~~14.~~ Telestaff

~~With the implementation of computerized staffing software and upgraded versions the parties agree that various staffing and hire back items within the MOU, may require reasonable modifications and/or deletions. During the upgrade process, such modifications and/or deletions may be approved upon agreement of the Department and the SAFF, Local 522.~~

15. Personnel Rules

The City agrees to notify the SAFF, Local 522 of proposed changes to City personnel rules, and to meet and confer in good faith over the impact of such changes prior to implementation.

16. Staffing

The purpose of this Article is to provide an agreed upon staffing level which supports firefighter safety and adequate personnel for workload distribution.

The City maintains the right to assign work and schedule employees in accordance with requirements as determined by the City. In the regular course of operations circumstances such as cross-staffing apparatus, participating in special training assignments, provisions to assist employees found in Article VIII, Section 8, Emergency Leave and other needs of the City will cause the need to deviate from this staffing level. With this understanding, the City agrees that it shall maintain on a daily basis, minimum apparatus staffing level as follows:

- A. In-service Engine Company – three (3) persons; (one (1) Captain, one (1) Engineer and one (1) Firefighter; or the equivalent thereof).
- B. In-service Truck Company – four (4) persons; (one (1) Captain, one (1) Engineer and two (2) Firefighters; or the equivalent thereof).
- C. In-service ALS Medic – two (2) firefighters; or the equivalent thereof.

17. Bilingual Pay

1. The Fire Chief may designate up to (2) employees per shift, if at least two employees on the shift qualify, to receive a \$100 per month Bilingual Pay differential. Such assignment shall be in writing and must be renewed on an annual basis.
2. To be eligible for Bilingual Pay, an employee must (1) speak a foreign language as identified by the City; (2) agree to utilize his/her bilingual ability on the job; (3) demonstrate bilingual proficiency satisfactory to the Director of Human Resources; and (4) agree to maintain the necessary training and certification standards established by the City to continue to receive bilingual pay.
3. All employees receiving bilingual pay shall have their bilingual performance included as part of the employee's City performance evaluation. Performance that falls below "meets expectations" may subject the employee to loss of bilingual pay.

ARTICLE XIV

SIGNATURE CLAUSE

1. Signature Clause

This agreement shall remain in full force and effect from _____ July 1, 2022, the beginning of the first full pay period after approval of this MOU by the City Council through June 30, 2025. The parties agree to begin negotiations on a successor Memorandum of Understanding no later than 120 calendar days prior to expiration of this Memorandum of Understanding.

~~The terms and conditions of this Memorandum of Understanding are executed this 16th day of September 2019 by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.~~

~~This MOU shall be effective September 16, 2019 following ratification by the SAFF and the Folsom City Council, and shall expire on June 30, 2022~~

City of Folsom

Sacramento Area Firefighters, Local 522, IAFF

Elaine Andersen
City Manager

Trevor Jamison
President, Local 522

John W. Spittler
Human Resources Director, Interim

Jeff Carter
Representative for SAFF, Local 522

Ken Cusano
Fire Chief

Brian Beck
SAFF, Local 522 Representative

Allison Garcia
Human Resources Manager

Tracy C. Randall
SAFF, Local 522 Representative

Dennis Batchelder
City Representative

Jacob Bisetti
SAFF, Local 522 Representative

Daniel Carson
SAFF, Local 522 Representative

Robert Byrne
SAFF, Local 522 Representative

Brent Cramer
SAFF, Local 522 Representative

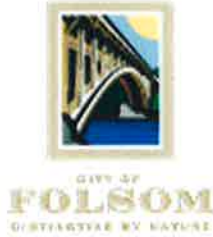
Appendix A
Salary Schedule

42F	1	2	3	4	5	6	7
Firefighter							
Eff 7/1/22	79,056.19	83,009.00	87,159.45	91,517.42	96,093.30	100,897.96	105,942.86
Eff 7/1/23	81,427.88	85,499.27	89,774.24	94,262.95	98,976.10	103,924.90	109,121.14
Eff 7/1/24	83,870.71	88,064.25	92,467.46	97,090.84	101,945.38	107,042.65	112,394.78

47F	1	2	3	4	5	6	7
Fire Engineer							
Eff 7/1/22	86,961.86	91,309.96	95,875.45	100,669.23	105,702.69	110,987.82	116,537.21
Eff 7/1/23	89,570.72	94,049.25	98,751.72	103,689.30	108,873.77	114,317.46	120,033.33
Eff 7/1/24	92,257.84	96,870.73	101,714.27	106,799.98	112,139.98	117,746.98	123,634.33

54F	1	2	3	4	5	6	7
Fire Captain							
Eff 7/1/22	96,107.57	100,912.95	105,958.60	111,256.53	116,819.36	122,660.33	128,793.34
Eff 7/1/23	98,990.80	103,940.34	109,137.36	114,594.23	120,323.94	126,340.14	132,657.14
Eff 7/1/24	101,960.53	107,058.55	112,411.48	118,032.05	123,933.66	130,130.34	136,636.86

This page is intentionally left blank.



Folsom City Council Staff Report



MEETING DATE:	9/27/2022
AGENDA SECTION:	Old Business
SUBJECT:	Resolution No. 10922 – A Resolution Rescinding the Approval of PN 19-182: Lakeside Memorial Lawn Crematorium Conditional Use Permit and Mitigated Negative Declaration
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff recommends that the City Council adopt Resolution No. 10922, A Resolution rescinding the approval of PN 19-182: Lakeside Memorial Lawn Crematorium Conditional Use Permit and Mitigated Negative Declaration.

BACKGROUND / ISSUE

On February 16, 2022, the Historic District Commission voted to deny a Conditional Use Permit (CUP) for the proposed Lakeside Memorial Lawn Crematorium project. That decision was appealed to City Council by the project applicant, Igor Semenyuk,

On May 10, 2022, Council heard the appeal. After the public hearing, Council voted to grant the appeal, issue the proposed CUP, and approve the associated Initial Study and Mitigated Negative Declaration (IS/MND).

On June 10, 2022, Friends of Folsom Preservation, Deborah Grassl, Terry Sorensen, and Stephen Walsh (Petitioners) filed a Petition for Writ of Mandate and a Complaint for Declaratory and Injunctive Relief in Sacramento County Superior Court, seeking to overturn the project approval based on alleged violations of the California Environmental Quality Act (CEQA), as well as alleged inconsistencies with the Folsom Municipal Code and the Historic District Design and Development Guidelines. Suit was filed against the City of Folsom and the City Council, as well as Caring Services Group (owner of Lakeside Memorial Lawn) and Igor Semenyuk. The City tendered the lawsuit to the project applicant to defend.

On or about August 19, 2022, the Petitioners and the project applicant reached an agreement to settle the case. The settlement was conditioned upon the project applicant requesting that the City rescind the issuance of the CUP and approval of the IS/MND for the Lakeside Memorial Lawn Crematorium project by no later than September 30, 2022. This item is agendized to request recission of the CUP and the associated IS/MND at the applicant’s request.

POLICY / RULE

City Council has the authority to rescind the approvals it issued for the Lakeside Memorial Lawn Crematorium project pursuant to section 2.02 of the Adopted Charter of the City of Folsom.

ANALYSIS

Through early negotiations, the project applicant and the Petitioners reached a settlement agreement in exchange for dismissal of the lawsuit without prejudice. The project applicant independently negotiated the settlement, and the settlement terms do not negatively affect the City’s resources or the City Council’s discretion with respect to any possible future review or action on the proposed project.

FINANCIAL IMPACT

Recission of the project approvals described in this report will have no financial impact on the City.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or to activities that are not otherwise considered a “project” as defined by Public Resources Code § 21065. (CEQA Guidelines § 15061(c)(3) and § 15378.) The Council’s decision to rescind the project approval and environmental document for the Lakeside Memorial Lawn Crematorium project meets the above criteria and is not subject to CEQA. No environmental review of the proposed recission is required.

ATTACHMENTS

- 1. Resolution No. 10922 - A Resolution Rescinding the Approval of PN 19-182: Lakeside Memorial Lawn Crematorium Conditional Use Permit and Mitigated Negative Declaration.

Submitted,

Pam Johns, Community Development Director

RESOLUTION NO. 10922

A RESOLUTION RESCINDING THE APPROVAL OF PN 19-182: LAKESIDE MEMORIAL LAWN CREMATORIUM CONDITIONAL USE PERMIT AND MITIGATED NEGATIVE DECLARATION

WHEREAS, on February 16, 2022, the Historic District Commission voted to deny a Conditional Use Permit (CUP) for the proposed Lakeside Memorial Lawn Crematorium project; and

WHEREAS, that decision was appealed to City Council by the project applicant, Igor Semenyuk; and

WHEREAS, on May 10, 2022, City Council heard the appeal and, after the public hearing, voted to grant the appeal, issue the proposed CUP, and approve the associated Initial Study and Mitigated Negative Declaration (IS/MND); and

WHEREAS, on June 10, 2022, Friends of Folsom Preservation, Deborah Grassl, Terry Sorensen, and Stephen Walsh (Petitioners) filed a Petition for Writ of Mandate and a Complaint for Declaratory and Injunctive Relief in Sacramento County Superior Court, seeking to overturn the project approval based on alleged violations of the California Environmental Quality Act (CEQA), as well as alleged inconsistencies with the Folsom Municipal Code and the Historic District Design and Development Guidelines, with suit being filed against the City of Folsom and the City Council, as well as Caring Services Group and Igor Semenyuk; and

WHEREAS, on or about August 19, 2022, the Petitioners and the project applicant reached an agreement to settle the case. The settlement was conditioned upon the project applicant requesting that the City rescind the issuance of the CUP and approval of the IS/MND for the project by no later than September 30, 2022: and

WHEREAS, the project applicant has requested that the Council rescind issuance of the CUP and approval of the IS/MND for the Lakeside Memorial Lawn Crematorium project:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom hereby rescinds issuance of the Conditional Use Permit and approval of the Initial Study and Mitigated Negative Declaration for the Lakeside Memorial Lawn Crematorium project, PN 19-182.

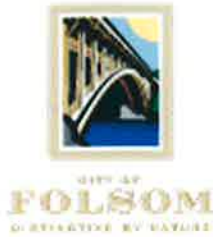
PASSED AND ADOPTED this 27th day of September 2022, by the following roll-call vote:

- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK



Folsom City Council Staff Report

MEETING DATE:	9/27/2022
AGENDA SECTION:	Old Business
SUBJECT:	Ordinance No. 1331 – An Ordinance of the City of Folsom Adding Sections 10.20.290, 10.20.295, and 10.20.300 to the Folsom Municipal Code to Establish a Residential Permit Parking Program in Designated Areas of the Historic District (Second Reading and Adoption)
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council conduct the second reading and adoption of Ordinance No. 1331 - An Ordinance of the City of Folsom Adding Sections 10.20.290, 10.20.295, and 10.20.300 to the Folsom Municipal Code to Establish a Residential Permit Parking Program in Designated Areas of the Historic District.

BACKGROUND / ISSUE

In 2019 the City Council directed the formation of the Historic District Ad Hoc Parking Solutions Committee, which was a committee comprised of residents, business owners, and other community stakeholders to develop recommendations to address the parking issues facing the Historic District. The committee completed their work in Spring 2020 and reported their findings and recommendations back to City Council, which the City Council then in turn directed staff to implement over time. One of the committee’s high-priority recommendations was to establish a Residential Permit Parking Program to limit the intrusion of non-resident parking into designated residential areas within the Historic District.

In June 2022 the City completed a six-month permit parking pilot and determined that a permit parking program could be a viable element of the overall parking management strategy in the Historic District. At the July 23, 2022 meeting, the Council directed staff to prepare an ordinance for their consideration that would enact a permanent program that would allow

interested parties to request that the City designate and post permit parking restrictions in their residential area of the Historic District and to obtain permits that would allow them to park within those designated areas.

In directing staff to prepare an ordinance, the Council requested that the draft ordinance give the Council the ability to determine the number of permits which could be issued to each address, the cost of each permit, and whether guest permits should be issued. These variables will be defined in a companion resolution that Council can approve for each, specific permit parking zone and are not specifically defined in the ordinance.

The introduction and first reading of Ordinance No. 1331 was conducted on August 23, 2022. Other than the removal of brackets from proposed Section 10.20.290, subsection B, no other changes have been made to the final ordinance.

At the September 12, 2022 meeting of the Historic Folsom Residents Association, it was suggested that the proposed wording of Section 10.20.290, subsection C, be revised to delete bicycles as a vehicle that would be subject to permitting requirements. If this revision is acceptable to Council, staff will make the revision to the final ordinance.

FINANCIAL IMPACT

The implementation of a permit parking program will result in an as-yet determined number of staff hours for program administration and potentially parking enforcement. At the August 23, 2022 meeting, Council provided direction to staff to proceed with a permit cost of \$50 per permit. Staff intends to proceed with that cost and will report back to Council after the first year of the program to report on the actual financial impact of the program.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA).

ATTACHMENTS

Ordinance No. 1331 - Ordinance of the City of Folsom Adding Sections 10.20.290, 10.20.295, and 10.20.300 to the Folsom Municipal Code to Establish a Residential Permit Parking Program in Designated Areas of the Historic District (Second Reading and Adoption)

Submitted,

Mark Rackovan, PUBLIC WORKS DIRECTOR

ORDINANCE NO. 1331

AN ORDINANCE OF THE CITY OF FOLSOM ADDING SECTIONS 10.20.290, 10.20.295, AND 10.20.300 TO THE FOLSOM MUNICIPAL CODE TO ESTABLISH A RESIDENTIAL PERMIT PARKING PROGRAM IN DESIGNATED AREAS OF THE HISTORIC DISTRICT

The City Council of the City of Folsom does hereby ordain as follows:

SECTION 1 PURPOSE

The purpose of this Ordinance is to establish a Residential Permit Parking Program in areas designated by the City Council in the Historic District by adding Sections 10.20.290, 10.20.295, and 10.20.300 to the Folsom Municipal Code.

SECTION 2 ADDITION TO CODE

Section 10.20.290 is hereby added to the Folsom Municipal Code to read as follows:

10.20.290 Residential permit parking program.

- A. A residential permit parking program in the Historic District is established in areas designated by Resolution of the City Council, which may be amended from time to time, to provide preferential parking to residents of those specified areas by exempting them from limitations or prohibitions established for parking of vehicles in such areas.
- B. Unless displaying a valid permit issued under this Section or otherwise exempt under Section 10.20.300, no person shall stop, stand, or park a vehicle in areas designated for residential permit parking during the times set by Resolution of the City Council.
- C. For purpose of the residential permit parking program, vehicles include any device designed for transportation such as, for example, motor vehicles, motorcycles, bicycles, as well as carts and trailers whether or not attached to a vehicle.

SECTION 3 ADDITION TO CODE

Section 10.20.295 is hereby added to the Folsom Municipal Code to read as follows:

10.20.295 Permits to be issued.

Upon payment of a fee to be set and amended from time to time by Resolution of the City Council, the City shall issue residential parking permits, in a quantity to be specified by Resolution of the City Council, to residents residing in the designated areas. When such permit is appropriately displayed, that permitted vehicle shall be exempt from any parking limitation or prohibition in effect at that location. Permits shall not exempt residents from all other provisions of the California

Vehicle Code or Folsom Municipal Code in force and effect within such area notwithstanding the permit program.

SECTION 4 ADDITION TO CODE

Section 10.20.300 is hereby added to the Folsom Municipal Code to read as follows:

10.20.300 Exemption for official duties.

The following vehicles shall be exempt from the permit parking requirements while used in the performance of their official duties:

- A. City, county, state, federal government vehicles.
- B. Emergency vehicles.
- C. Public/private ambulances.
- D. Utility company vehicles (e.g., natural gas, electrical, telephone, internet, etc.)
- E. Federal and private mail and package delivery vehicles.
- F. Any private commercial business vehicle performing a service (e.g., landscaping, construction, pest control, housekeeping, pool cleaning, etc.)

SECTION 5 SCOPE

Except as set forth in this Ordinance, all other provisions of the Folsom Municipal Code shall remain in full force and effect.

SECTION 6 NO MANDATORY DUTY OF CARE

This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 7 SEVERABILITY

If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

SECTION 8 EFFECTIVE DATE

This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on August 23, 2022 and the second reading occurred at the regular meeting of the City Council on September 27, 2022.

On a motion by Council Member _____ seconded by Council Member _____, the foregoing Ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 27th day of September 2022, by the following roll-call vote:

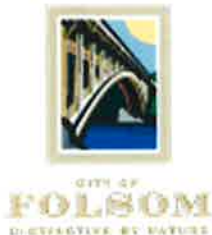
- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

This page is intentionally left blank.



Folsom City Council Staff Report

MEETING DATE:	9/27/2022
AGENDA SECTION:	Old Business
SUBJECT:	Resolution No. 10920 – A Resolution Establishing a Residential Permit Parking Zone in the Historic District
FROM:	Public Works Department

RECOMMENDATION / CITY COUNCIL ACTION

The Public Works Department recommends that the City Council pass and adopt Resolution No. 10920 - A Resolution Establishing a Residential Permit Parking Zone in the Historic District.

BACKGROUND / ISSUE

In 2019 the City Council directed the formation of the Historic District Ad Hoc Parking Solutions Committee, which was a committee comprised of residents, business owners, and other community stakeholders to develop recommendations to address the parking issues facing the Historic District. The committee completed their work in Spring 2020 and reported their findings and recommendations back to City Council, which the City Council then in turn directed staff to implement over time. One of the committee's high-priority recommendations was to establish a Residential Permit Parking Program to limit the intrusion of non-resident parking into designated residential areas within the Historic District.

In June 2022 the City completed a six-month permit parking pilot and determined that a permit parking program could be a viable element of the overall parking management strategy in the Historic District. At the July 23, 2022 meeting, the Council directed staff to prepare an ordinance for their consideration that would enact a permanent program that would allow interested parties to request that the City designate and post permit parking restrictions in their residential area of the Historic District and to obtain permits that would allow them to park within those designated areas.

In response to Council direction staff prepared Ordinance No. 1331, an ordinance and enables the City of Folsom to establish residential permit parking zones in the Historic District. Ordinance No. 1331 was introduced at the August 23, 2022 City Council meeting and was adopted at the September 27, 2022 meeting.

DISCUSSION

Staff has prepared a draft ordinance in accordance with Council's direction and has assessed existing permit parking programs throughout the State of California to evaluate the range of costs, numbers of permits issued, status of guest permits, and approval thresholds for Council's consideration. At the August 23, 2022 Council meeting, the Council provided staff with the following specifications associated with the proposed permit parking zone:

1. **Approval Threshold:** The City must determine if two-thirds (67%) of residents within the Permitted Area consent to this program before the City can proceed with issuance of permits.
2. **Permitted Area** will remain the same as the pilot program (Figueroa Street from Scott Street to Reading Street, Scott Street from Figueroa Street to Sutter/Figueroa alley, Wool Street from Figueroa Street to Sutter/Figueroa alley, and Decatur Street from Figueroa Street to Sutter/Figueroa alley).
3. **Permit Days and Times** will also remain the same as the pilot program (No Parking Fridays and Saturdays from 6 PM to Midnight except by permit).
4. **Permits and Cost:** Two permits per address can be purchased at a cost of \$50 per permit; permits will be valid for a two-year period. Additional permits can be purchased at a cost of \$50 per permit if the resident provides proof that the permitted vehicle(s) are registered at an address within the permitted area.
5. **Guest Placards:** One guest placard (rear view window hanger) can be purchased as a cost of \$50 per placard; placard will be valid for a two-year period.
6. **Temporary passes:** Temporary permits (valid for a limited time, such as one weekend) may be purchased online for a cost of \$5 per permit and will be printable and must be displayed and visible on the dashboard of the permitted vehicle during the time that the temporary permit is valid.

Staff attended the Historic Folsom Residents Association (HFRA) Board meeting on September 12, 2022; several residents from within the permit parking zone joined the HFRA Board in commenting on the proposed permit parking criteria and provided the following feedback:

- With respect to the Approval Threshold, it was recommended that it be reduced to a simple majority (50%+1) of only property owners who submit ballots. The rationale is that responses from two-thirds of all affected parties may not be received, and that it should be the owners, not the tenants, who determine whether or not to implement the program.

- With respect to Permit Cost and Duration, they recommended that \$25 per permit for one year offered more flexibility and a more palatable cost than \$50 for a two-year duration.
- With respect to the Permitted Area, they recommended that the 500 block of Figueroa Street be added to the program.

If acceptable to the Council, these changes can be amended into the resolution as part of a motion to approve.

FINANCIAL IMPACT

The implementation of a permit parking program will result in an as-yet determined number of staff hours for program administration and potentially parking enforcement. The program would also require City resources in the form of signs, window decals, and placards. Staff will report back to City Council at the conclusion of program's first year to report on the actual costs associated with the program.

ENVIRONMENTAL REVIEW

This action is exempt from environmental review under the California Environmental Quality Act (CEQA).

ATTACHMENTS

Resolution No. 10920 – A Resolution Establishing a Residential Permit Parking Zone in the Historic District

Submitted,

Mark Rackovan, PUBLIC WORKS DIRECTOR

RESOLUTION NO. 10920**A RESOLUTION ESTABLISHING A RESIDENTIAL PERMIT PARKING ZONE IN THE FOLSOM HISTORIC DISTRICT**

WHEREAS, the City Council adopted Ordinance No. 1331 on September 27, 2022 and established a Residential Permit Parking Program in the Historic District (“Program”); and

WHEREAS, Ordinance No. 1331 allows the City Council to designate areas and locations subject to the Residential Permit Parking Program, set a fee for the parking permit, establish the quantity of permits to be issued to residents residing in the designated areas, and impose limitations for general parking; and

WHEREAS, local governments are authorized pursuant to Section 22507(a) of the California Vehicle Code to prohibit or restrict the parking of vehicles on certain streets, or portions thereof, during all or certain hours of the day, and to designate certain streets upon which preferential parking privileges are given to residents adjacent to the streets for their use and the use of their guests, under which the residents may be issued a permit that exempt them from the parking restrictions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Folsom that the areas subject to the Residential Permit Parking Program in the Folsom Historic District shall be shown in Exhibit A attached to this Resolution.

BE IT FURTHER RESOLVED that a minimum of sixty-seven percent (67%) of residents within the Permit Zone must approve the program before permits can be issued.

BE IT FURTHER RESOLVED that the fee for each permit and guest permit is hereby set at \$50.00 and shall be valid for two years from issuance. Said fee may be adjusted by the City Council from time to time.

BE IT FURTHER RESOLVED that each residential property in the areas subject to the Residential Permit Parking Program in the Folsom Historic District shall be allowed to apply for a maximum of two parking permits and one guest placard.

BE IT FURTHER RESOLVED that additional parking permits may be purchased if the resident provides proof that the additional permitted vehicle(s) are registered at an address within the permitted area.

BE IT FURTHER RESOLVED that the Residential Permit Parking Zone in the Folsom Historic District shall have the following operative hours where vehicles not displaying a valid permit issued under the Program are prohibited to park:

Friday: 6:00 p.m. to 12:00 a.m.

Saturday: 6:00 p.m. to 12:00 a.m.

PASSED AND ADOPTED this 27th day of September 2022, by the following roll-call vote:

AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

Exhibit A

Permit Parking Boundary





CITY OF
FOLSOM
DISTINGUISHED BY MAYORS

Folsom City Council Staff Report

MEETING DATE:	9/27/2022
AGENDA SECTION:	New Business
SUBJECT:	Ordinance No. 1333 – An Ordinance of the City of Folsom Removing Limitations on Frequency of Garage Sales by Repealing Section 5.09.020 from the Folsom Municipal Code (Introduction and First Reading)
FROM:	Community Development Department

RECOMMENDATION / CITY COUNCIL ACTION

Staff respectfully recommends that the City Council introduce and conduct first reading of Ordinance No. 1333 – An Ordinance of the City of Folsom Removing Limitations on Frequency of Garage Sales by Repealing Section 5.09.020 from the Folsom Municipal Code.

BACKGROUND / ISSUE

Since its enactment in 1997, Section 5.09.020 of the Folsom Municipal Code has limited garage sales in the City to no more than three consecutive days and no more than two garage sales on the same premises in any one calendar year. That provision was suspended by Emergency Order DES-03-20 (dated May 1, 2020) until termination of the COVID-19 local emergency.

POLICY / RULE

The City Council has authority to enact or repeal ordinances pursuant to Section 2.12(A) of the Folsom City Charter.

ANALYSIS

For over two years since the suspension of Section 5.09.020, the City has received no complaint from residents about the numbers and frequency of garage sales. To make the suspension permanent, staff is presenting a proposed Ordinance to repeal Section 5.09.020

from the Folsom Municipal Code so that City residents may hold garage sales without limitation on frequency or duration.

FINANCIAL IMPACT

The City does not charge a fee for garage sales, hence there is no financial impact associated with this action.

ENVIRONMENTAL REVIEW

This action is not considered a project under Section 15061(b)(3) of the California Environmental Quality Act Guidelines, and as such is exempt from environmental review.

ATTACHMENT

Ordinance No. 1333 – An Ordinance of the City of Folsom Removing Limitations on Frequency of Garage Sales by Repealing Section 5.09.020 from the Folsom Municipal Code (Introduction and First Reading)

Respectfully submitted,



Pam Johns, Community Development Director

ORDINANCE NO. 1333**AN ORDINANCE OF THE CITY OF FOLSOM
REMOVING LIMITATIONS ON FREQUENCY OF GARAGE SALES BY
REPEALING SECTION 5.09.020 FROM THE FOLSOM MUNICIPAL CODE**

The City Council of the City of Folsom does hereby ordain as follows:

SECTION 1 PURPOSE

The purpose of this Ordinance is to remove limitations on the frequency of garage sales in the City of Folsom by repealing Section 5.09.020, "Limitations", from the Folsom Municipal Code.

SECTION 2 REPEAL OF CODE

Section 5.09.020, "Limitations", is hereby repealed and deleted from the Folsom Municipal Code.

SECTION 3 SCOPE

Except as set forth in this Ordinance, all other provisions of the Folsom Municipal Code shall remain in full force and effect.

SECTION 4 NO MANDATORY DUTY OF CARE

This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 5 SEVERABILITY

If any section, subsection, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council declares that it would have passed each section irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared unconstitutional, invalid, or ineffective.

SECTION 6 EFFECTIVE DATE

This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on September 27, 2022 and the second reading occurred at the regular meeting of the City Council on October 11, 2022.

On a motion by Council Member _____ seconded by Council Member _____, the foregoing Ordinance was passed and adopted by the City Council of the City of Folsom, State of California, this 11th day of October 2022, by the following roll-call vote:

- AYES:** Councilmember(s):
- NOES:** Councilmember(s):
- ABSENT:** Councilmember(s):
- ABSTAIN:** Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK