

**SIDE LETTER AGREEMENT
TO MEMORANDUM OF UNDERSTANDING
JULY 1, 2024 – JUNE 30, 2027
Between the Cosumnes Community Services District And
IAFF Sacramento Area Firefighters, Local 522
(SL-522-2024-2)**

The Sacramento Area Firefighters, Local 522 of the International Association of Firefighters (SAFF 522), and representatives of the Cosumnes Community Services District (District) (hereafter referred to as "the Parties") have met and conferred in good faith and have reached an agreement to establish the following modifications to the following agreement: Memorandum of Understanding between the District and SAFF 522 for the period July 1, 2024 – June 30, 2027 (Referred to herein as "MOU"). All references to "Agreement" in the MOU shall include and refer to this Side Letter of Agreement, and upon termination of the MOU, this Side Letter Agreement shall terminate and be of no further force and effect.

1. This Side Letter of Agreement is entered into between the District and SAFF 522 pursuant to the Meyers-Milias Brown Act (Government Code Section 3500 et seq.).
2. This Side Letter of Agreement aims to capture clarifying language on the agreed upon process for computing incentives that are calculated on a compounded factor that includes 10% Fire Premium Pay. This language applies retroactive to July 1, 2005.

The clarification of the language in sections 5.1, Wages, and 5.10, Difference Pay, memorializes current practice and provides the language required to ensure compliance with CalPERS regulations on reporting special compensation related to base pay that is compounded with other benefits.

5.1 Wages

5.1.1 Effective the first pay period after approval of this agreement by the Cosumnes CSD Board of Directors, all bargaining unit employee shall be paid wages as provided in the attached Appendix D at their current salary step.

- Retroactive to July 1, 2024, all classes shall receive a 4% base salary increase.
- Effective July 1, 2025, all classes shall receive a 5%

base salary increase. Additionally, Step 1 of the Firefighter classification salary range only shall be eliminated, making Step 2 salary range the new Step 1.

- Effective July 1, 2026, all classes shall receive a 6% base salary increase.

5.1.2 When applicable, Fire Staff Premium Pay shall be included in the regular rate of pay for the purposes of calculating the following incentives: Longevity Pay, Education/Certification incentive, Emergency Medical Technician certification, and/or Paramedic Stipend.

5.1.3 Overtime hours worked that are not part of the employee's normally assigned work schedule shall be compensated at one and one-half (1½) times the employee's straight-time hourly rate (based on a fifty- six (56) hour work week for shift employees).

(a) Except as set forth in 5.1.~~32~~ (b) below, leave time taken by an employee shall continue to *not* be counted as time worked for FLSA purposes.

(b) Full-paid absences covered by the following leaves set forth in this MOU shall count as "time worked" for FLSA purposes: Sick Leave (7.1); Bereavement Leave (7.2); Employee Organizational Leave (7.3); Jury Duty Leave (7.4); Emergency Leave (7.10); New Child Leave (7.11) and Vacation Leave (8).

(c) Compensation for all such hours worked shall be at the employee's current hourly rate unless such time constitutes FLSA overtime on the basis of hours worked in the work period (except as stipulated in Articles 5.1.~~32~~ and 5.1.~~43~~). For purposes of this section (5.1) only, the "hourly rate" includes the employee's base salary plus any educational incentives and/or paramedic or EMT stipends that are provided for within this contract. See Article 10.2 for a description of the work schedule.

(d) All extra duty shall be paid in one-half (½) hour increments.

- (e) Each employee who qualifies for an hour of pay pursuant to 5.6.3 shall, if directed, remain on duty and render service for the full hour.
- (f) Fire Mechanics shall be paid overtime in accordance with the Fair Labor Standards Act (FLSA) for authorized time worked in excess of 40 hours per work week. Such time shall be recorded as overtime and compensated at time and one-half (1 ½). Leave time taken shall not be counted as time worked for FLSA purposes.

5.1.4 Day shift personnel who are qualified to work in suppression and who work overtime (either after normal work week hours or on weekends) while assigned to a line/station position shall be compensated at one and one-half (1½) rate set forth in 5.1.32. The hourly rate of pay for such personnel shall first be converted from a forty (40) hour work week to a fifty-six (56) hour work week.

5.10 ~~Shift Differential~~ Fire Staff Premium Pay

5.10.1 Suppression personnel who are reassigned by the Fire Chief to a forty (40) hour work week for Training, Fire Prevention, or a special project shall receive a ten percent (10%) ~~shift differential~~ fire staff premium if the assignment is for more than thirty (30) calendar days.

5.10.2 ~~The shift differential~~ Fire Staff Premium Pay shall be applied to all hours in the employee's base assignment for the duration of the assignment.

5.10.3 ~~The shift differential~~ Fire Staff Premium Pay shall not apply to light-duty assignments.

~~5.10.4—Administrative reassignment or modified duty due to disciplinary action shall not receive shift differential.~~

Note: This section does not apply to reassignment due to work-related injury or illness.

2/7/2025

Date

Signed by:



E61EE5FB63BF4CB...

Amanda Chehrezad, Interim General Manager
Cosumnes Community Services District

2/9/2025

Date

Signed by:



E40137DB782642A...

Bryant Powell, Local 522 Unit Representation,
for the Sacramento Area Firefighters