

**EMPLOYMENT CONTRACT**  
**between**  
**MATT FEELEY**  
**(Deputy Fire Chief)**  
**and the**  
**SOUTH PLACER FIRE PROTECTION DISTRICT**

This employment contract (“Contract”) is by and between the South Placer Fire Protection District, hereafter referred to as “DISTRICT,” and Matt Feeley hereafter referred to as “EMPLOYEE.”

1. Schedule: The Safety administrative staff will work a 40-hour work week to be configured as four (4) ten (10) hour workdays, Monday-Thursday from 07:00 to 17:30 or a 9/80 schedule which constitutes eight (8) nine (9) hour workdays, and the ninth workday of eight (8) hours. The typical schedule would be a two-week cycle with hours Monday-Thursday from 07:30 to 17:00, one Friday from 07:30 to 16:00, and the second Friday would be a day off.
  - 1.1. Safety administrative staff will rotate 24-hour duty coverage seven (7) days per week.
  - 1.2. Safety administrative staff are required to work all Holidays unless taken off by using an approved method.
2. Term of the Agreement: January 1, 2023 to December 31, 2025.
3. Base Salary: The DISTRICT shall pay the EMPLOYEE the annual base salary in accordance with the salary schedule (Appendix A). A pro-rata share of the salary shall be payable at each regularly scheduled DISTRICT pay period.
  - 3.1 In the event a bargaining unit of the DISTRICT’s COLA is modified during the term of this agreement, the EMPLOYEE will realize any increases.
4. Longevity Pay

<b>Completed Years of Service</b>	<b>Annual Amount</b>
5	One percent (1%) of the Base Salary
10	Two percent (2%) of the Base Salary
15	Three percent (3%) of the Base Salary
20	Four percent (4%) of the Base Salary
25	Five percent (5%) of the Base Salary
30	Six percent (6%) of the Base Salary
35	Seven percent (7%) of the Base Salary

- 4.1 The EMPLOYEE shall be entitled to receive longevity pay in the amount of one percent (1%) of the EMPLOYEE’s base salary for every five (5) years of service

with the DISTRICT. Longevity pay is based on years of service with the DISTRICT – volunteer, part-time, or full-time.

5. Education Incentive: EMPLOYEE shall receive an educational incentive for possession of the following: two percent (2.0%) for a Company Officer Certificate, two percent (2.0%) for a Chief Officer Certificate, four percent (4.0%) for an AA/AS degree, and six percent (6.0%) for a BA/BS degree.

5.1 Cumulative: Incentives may be accumulated to a total of 12.0%, applied to base salary. Incentives shall be applied to the EMPLOYEE step placement on the salary schedule.

5.2 Application Process and General Provisions: The EMPLOYEE shall initiate the process by completing a request with the Personnel Officer. Unless approved in advance by the Fire Chief (in writing), credit shall only be given for coursework that the EMPLOYEE completed on his/her own time and at the EMPLOYEE’s own expense. An educational incentive shall commence at the beginning of the month following approval by the personnel officer. The EMPLOYEE’s responsibility is to provide the Personnel Officer with all necessary proof of meeting the requirements. This shall include but is not limited to, copies of all certificates, degrees, or transcripts for which the benefits are requested.

6. Paramedic Stipend: EMPLOYEE shall receive a stipend of Three Hundred Dollars (\$300) when the EMPLOYEE has a valid paramedic license.

6.1 EMPLOYEE shall provide the Personnel Officer with all necessary proof of meeting the requirements. This shall include but is not limited to, copies of all certificates, licenses, and accreditations for which benefits are requested.

7. Uniform Allowance: EMPLOYEE shall receive an annual uniform allowance of one thousand dollars (\$1000). Payment shall be made with the EMPLOYEE’s regular paycheck for the first full pay period in January of 2023. Beginning January 1, 2024, payments shall be made with the EMPLOYEE’s regular paycheck in equal payments each pay period.

8. Vacation: EMPLOYEE on a 40-hour work week shall accrue vacation leave with pay as follows:

<b>Service Category</b>	<b>Pay Period Accrual</b>	<b>Monthly Accrual</b>	<b>Maximum Accrual Hours</b>
New Employee to complete of fifth (5) year	4.37 hrs.	9.47 hrs.	227.28 hrs.
Start of sixth (6) year to the completion of tenth (10) year	5.91 hrs.	12.81 hrs.	307.44 hrs.
Start of 11 <sup>th</sup> year	7.45 hrs.	16.14 hrs.	387.36hrs.

- 8.1 EMPLOYEE will be “front-loaded” vacation hours in January of 2023. Beginning January 1, 2024, EMPLOYEE will earn hours as accrued per the Chart above. Once the EMPLOYEE reaches the maximum accrual hours, the EMPLOYEE will stop earning and accruing vacation hours while the EMPLOYEE’s accrual remains at the maximum allowed per section 8.
- 8.2 EMPLOYEE may elect to take all or part of an earned vacation or may carry over to the next service year. As specified above, the maximum accrual of vacation hours may not exceed twice the EMPLOYEE’s annual accrual rate.
- 8.3 EMPLOYEE may sell up to 150 hours of accrued vacation to the DISTRICT at straight time on the last full pay period in May or the last full pay period in December of the year.

9. Sick Leave: Sick leave is front-loaded in January of 2023. EMPLOYEE shall receive ten (10) hours per month.

9.1 Suppression Qualified 40-hour work employees receive fourteen (14) hours per month. Suppression Qualified Day 40-hour work week employees shall accrue annual sick leave at the shift rate and have a one point four (1.4) utilization rate. The utilization rate of one point four (1.4) provides for equal calendar periods of leave.

Assignment	Accrual	Usage
24 Hour Shifts	Shift Rate	Utilize one (1) hour of leave for one (1) hour of time off
40-hour work week suppression qualified	Shift rate	One point four (1.4) hours of leave for one (1) hour of time off
40-hour work week non-suppression	Day Rate	One (1) hour of leave for one (1) hour of time off

9.2 Beginning January 1, 2024, all sick leave hours will be earned as accrued per table in 9.1

10. Holidays: EMPLOYEE on a 40-hour work week shall receive one hundred five (105) hours of holiday pay per calendar year, which will be front-loaded each January. An employee may schedule holiday time in the same manner as a vacation. If not used, up to one hundred five (105) hours of holiday time for the prior calendar year can be sold back to the DISTRICT in the first full pay period in January of the following year. Hours shall be sold at a straight time. Holiday time cannot be accumulated from year to year. The EMPLOYEE is required to work all Holidays unless taken off using an approved method.

11. Administrative Leave (ATO): The DISTRICT will offer ten (10) hours of administrative leave per month which will be front-loaded every January.

11.1 When a qualified Chief Officer works as the duty officer (covering for a regularly scheduled shift Battalion Chief) during the EMPLOYEE’s regularly scheduled



time off (nights and weekends), the EMPLOYEE will be compensated on an hour-for-hour basis with AT when working in the DISTRICT office. Every one (1) hour worked on shift will result in one (1) hour credited to the AT bank.

- 11.2 When a qualified Chief Officer is working a 40-hour work week and is deployed for emergency response that is outside of normal DISTRICT working hours, EMPLOYEE will be compensated on an hour-for-hour basis with. Every one (1) hour worked on shift will result in one (1) hour credited to the AT bank.
- 11.3 EMPLOYEE may maintain one hundred and eighty hours (180) of ATO but will be required to either take off or sell back any hours over this limit within one hundred and eighty (180) days.
- 11.4 ATO buyback will be available on an as-needed basis when overall hours exceed one hundred and eighty (180) hours.
12. Out-of-Area Assignment: If the EMPLOYEE is assigned to an out-of-area assignment, the EMPLOYEE will be reimbursed straight pay for the hours assigned if the DISTRICT is reimbursed for the incident.
13. IRC Section 125 Plan: The DISTRICT shall maintain an IRC Section 125 Plan to benefit the EMPLOYEE. Monthly IRC 125 Section plan costs, if any, shall be borne by the EMPLOYEE. The DISTRICT shall “fund” an EMPLOYEE’s 125 Plan account with a monthly amount as follows:
  - 13.1 The current funding for the EMPLOYEE IRC 125 Plan is \$1600 per month.
  - 13.2 \$858 is allocated to the medical plan; an additional \$142.00 is to be allocated to dental and vision plans.
  - 13.3 Effective January 2023, the DISTRICT will provide an additional \$100 per month to \$1700/month flex plan credit to be used by active employees for any benefit covered under the 125 Plan.
  - 13.4 Effective January 2024, the flex plan contribution by the District will increase to \$200 per month, for a total DISTRICT contribution of \$1800 per month.
  - 13.5 Effective January 2025, the flex plan contribution by the DISTRICT will increase to \$300 per month, for a total DISTRICT contribution of \$1900 per month.
14. Payroll Deduction: An employee who is enrolled in one or more of the plans set forth above, which costs more than the DISTRICT’s required specific monthly contribution, must sign a payroll deduction form and pay the monthly difference by payroll deduction. Failure to execute a payroll deduction form will immediately cancel insurance for non-payment of premiums.
15. Employee Assistance Program (EAP): The DISTRICT will maintain an Employee Assistance Program at the DISTRICT’s expense.

16. Retirement: The DISTRICT agrees to provide and maintain membership in the Public Employees Retirement System (P.E.R.S.) for the benefit of eligible employees.
  - 16.1 3% @ 55 formula based on the single highest years used for final computation on retirement.
  - 16.2 One hundred percent (100%) of the EMPLOYEE's accumulated sick leave is to be credited to years of service at no cost to the EMPLOYEE.
  - 16.3 The DISTRICT agrees to maintain the 1959 Survivor Benefit, level four (4). EMPLOYEE to contribute two Dollars (\$2.00) per month.
  - 16.4 The DISTRICT will contract with CalPERS for a death benefit of \$2000 during the contract period.
  - 16.5 EMPLOYEE Contribution
    - 16.5.1 For all "classic" unit members hired before January 1, 2013: Each "classic" unit member shall pay one hundred percent (100%) of his/her required contribution (currently nine percent (9%)) to the Public Employees Retirement System (CalPERS).
    - 16.5.2 Effective immediately upon CalPERS contract amendment, all "classic" unit members hired before January 1, 2013, will pay an additional three percent (3%) cost-sharing for a total of eleven percent (12%) to (CalPERS).
17. Deferred Compensation: The DISTRICT will match \$50 per month in the deferred compensation plan when an EMPLOYEE contributes at least \$50 per month.
18. Other Post-Employment Benefits (OPEB):
  - 18.1 Current unit members are required to contribute a maximum of five percent (5%) of their base salary per year to fund the employer's portion of the OPEB fund. These contributions are mandatory. Employees are not permitted to elect in or out of participation. Employees cannot elect to vary their contributions nor add voluntary or elective contributions, including one-time irrevocable elections. These exclusions cover all such contributions, including and not limited to: pre-tax salary reduction contributions, elections between cash or non-tax future benefits, and voluntary or elective contributions of the cash value of unused paid time off.
  - 18.2 Employees have no claim or right to any assets held in the trust; thus, no cash out of mandatory contributions is permitted at any time.
  - 18.3 These contributions will be used to fund post-retirement medical expenses of the employees as defined by federal, state, and local law as well as the California Public Employees Retirement System (CalPERS) as otherwise permitted by applicable tax provisions and Section 115 trust.

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

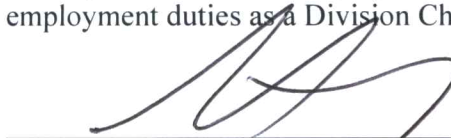
- Year one – three percent (3%)
- Year two – an additional one percent (1%) for a total of four percent (4%)
- Year three – an additional one percent (1%) for a total of five percent (5%)

Fire Chief of the South Placer Fire Protection District

  
\_\_\_\_\_  
Fire Chief

3/10/23  
Date

I accept this offer of employment and agree to comply with the conditions and fulfill all employment duties as a Division Chief for the South Placer Fire Protection District.

  
\_\_\_\_\_  
By: Matt Feeley, Deputy Chief

3/10/23  
Date: