# Memorandum of Understanding

# Between

# LATHROP-MANTECA FIRE PROTECTION DISTRICT

# And

LATHROP-MANTECA FIRE FIGHTERS ASSOCIATION INTERNATIONAL ASSOCIATION OF FIREFIGHTERS Local #4317, AFL-CIO

Effective date(s): July 1st 2016 through July 1st, 2020

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#### **PREAMBLE**

On the date hereinafter subscribed, authorized representatives of the Lathrop-Manteca Fire Protection District herein called District and authorized representatives of the Lathrop-Manteca Firefighters Association, International Association of Firefighters Local # 4317 herein called the Union entered into negotiations which lead to this Memorandum of Understanding. It is understood and agreed that this Memorandum of Understanding supersedes and replaces that Memorandum of Understanding executed by the Parties on July 1<sup>st</sup>, 2016 – July 1<sup>st</sup>, 2020 and all amendments thereto.

Furthermore, it is the purpose of this Memorandum to achieve and maintain harmonious relations between the District and the Union; to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours and other conditions of employment.

# 1.00 RECOGNITION DISCRIMINATION AND UNION ACTIVITIES

## 1.01 Recognition

The District recognizes the Lathrop-Manteca Firefighters Association, Local #4317 of the International Association of Firefighters, AFL-CIO, as the exclusive representative of a bargaining unit consisting of all employees of the Fire District who are in the following classifications: Captain, Engineer, Firefighter, and Probationary Firefighter.

#### 1.02 No Discrimination

To the extent prohibited by applicable state and federal law, there shall be no discrimination because of race, creed, color, national origin, sex, age, or protected union activities against any employee or applicant for employment by the Union or by the District or by anyone employed by the District. Protected union activities for the purposes of this section are defined as those activities permitted in accordance with applicable state laws and local ordinances and rules and the Memorandum of Understanding.

# 1.03 Union Meetings

The Districts Fire Stations may be made available to the Union for Union meetings, and Union members shall be permitted to attend such meetings while on duty provided they shall remain available to perform their duties, if necessary, and shall immediately respond to any emergency call and at the discretion of the Fire Chief.

Members of the Union's Executive Board who are on duty at the time of a Union meeting or Executive Board meeting may be allowed to switch assignments with employees at other stations in order to attend such meetings. However, this shall only be done if this will not cause a reduction in level of service, and no creation of overtime expense as a result of such switching of assignments.

# 1.04 Dues Deductions and Service Fees Payments

The District agrees to deduct once each pay period, dues as may be authorized in the amount certified to be current by the Union from the pay of those employees who request such deduction in writing. The total amount of deductions shall be remitted by the District to the Union at an address to be provided by the Union. Authorization for payroll deduction shall remain in full force and effect unless the Union or a union member declines the payroll deduction.

The authorization to stop payroll deduction must be in writing from the Union President, (either the President of the Local or the Shop President) on behalf of the union membership or the individual union member. The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union, and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. The Union agrees it is obligated to represent all of the employees fairly in accordance with State and Federal statutes without regard to whether or not an employee is a member of the Union.

All employees who elect to join the union and execute a payroll deduction authorization form and thereby pay to the Union an initial fee not to exceed the standard initiation fee required as a condition of acquiring membership in the Union and, thereafter, a month's service fee not to exceed the monthly dues uniformly required as a condition of retaining membership in the Union and special assessments adopted by the Union's membership for the costs of negotiations, contract administration and grievance handling.

The Treasurer of the Lathrop-Manteca Firefighters Association, IAFF Local #4317 shall notify the Office of the Fire Chief (payroll) in writing as to the amount of such initiation fees and monthly dues and special assessments uniformly required of all members of the Union.

Moneys withheld by the District shall be transmitted to the Officer designated in writing by the Treasurer of the Lathrop-Manteca Firefighters Association, IAFF Local #4317 as a person authorized to receive such funds at the address specified.

The Union shall indemnify, defend and save harmless the Fire District, it's officers, employees and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments and other forms of liability arising out of the application or enforcement of this section.

# 1.05 Union Orientation - New Employee

A period of up to two (2) hours will be reserved within the first week of the recruit training schedule for a Union representative to orient new employees concerning Union business.

# 1.06 Union - Management Relations

The District and the Union are desirous of effecting significant improvements in labor relations between management and employees represented by the Lathrop-Manteca Firefighters Association, Local #4317. In the event the services of a third party facilitator are used in an effort to achieve this end it is agreed and understood that the third party facilitator shall not serve as a witness for or resource person to either the District or the Union in any labor relations dispute, mediation proceeding, or litigation involving the Fire District and the Lathrop-Manteca Firefighters Association, Local #4317.

## 1.07 Management Rights Clause

The District agrees in the exercise of the management functions to comply with the provisions of this Memorandum of Understanding and that the provisions of this management clause shall not be used by the District for the purpose of discriminating against the union or any of its employees.

Nothing in this agreement is intended nor shall be construed as denying or in any manner limiting the right of the District, in its judgement, to control and supervise all operations and direct its employees, including, but not limited to, the right to select and hire, discharge, suspend or discipline for just cause, layoff, recall, promote, demote, or transfer employees or relieve them of their duties, establish schedules, hours of work, shift assignments, maintain work rules and terms and conditions of employment as may be reasonable and necessary to manage, control and administer its operations efficiently and economically.

The Union recognizes the need for the District to exercise its judgement in managing its operations and agrees that the District shall have the right to regulate the use of all equipment and other property of the District, establish new or close down operations, facilities, or expand, reduce, alter or combine any job, operation or function, determine the number and location of facilities and the work at each, methods or procedures used in the performance of the work, complement of employees needed and to maintain discipline among its employees.

#### 2.00 PROBATIONARY PERIOD

# 2.01 Appointments Subject to Probationary Period

All appointments to positions covered by Section 1.01 shall be subject to a probationary period. The period of probation shall be one (365) days for all covered classifications. Credit for acting time not to exceed six (6) months in the classification to which an employee is promoted shall be applied to the probationary period, provided said acting time is immediately contiguous to appointment in probationary status. Extension of a probationary period of up to a maximum of six (6) months may be approved by the Fire Chief in individual cases.

#### 2.02 Release of Probationer

The Fire Chief shall have the authority to retain or reject the probationer prior to the expiration of the probationary period. During the probationary period an employee may be released at any time without right of appeal. Written notice of release designating the effective date of such action shall be furnished to the probationer.

## 2.03 Release Following Promotion

Any employee released during the probationary period following promotion shall be reinstated at the former salary step of his/her former position or a position in the class from which promoted unless the reason for his/her release is cause for dismissal. If no vacancy exists in this class, the employee with the least amount of time in this class shall be demoted to the most recent class in which he/she has satisfactorily served. If any employee is caused to be released by such action he/she shall be placed on a re-employment register for the classification from which released.

## 2.04 Effective Date of Regular Status

Upon attaining regular status, the effective date shall revert to the date of initial probationary appointment

#### 3.00 LAYOFFS & RESIGNATIONS

# 3.01 Layoff

Whenever it becomes necessary for the Fire District to reduce staff and positions covered under this MOU due to a lack of work or lack of funds, the Fire District shall provide as much advance notice as possible the Union prior to implementing a layoff. The Union shall have the right to meet and confer with the Fire District for up to 30 calendar days in an effort to identify suitable alternatives to proposed layoffs. If such alternatives are not identified or agreed upon, the Fire District may commence layoffs beginning with all probationary employees covered under the MOU followed by employees with the least amount of seniority based on their hire date as a full time employee covered by the MOU.

In the event that more than one employee share the same hire date, the employee with the lowest overall ranking on their certified employment hiring list will be laid off first.

Should the Fire District determine to reduce the number of employees in a specific rank or classification (i.e., Captain), the employee with the least amount of seniority in the affected rank or classification will be reduced to his/her previous rank or classification at the highest applicable pay level for the former rank or classification. If there are no vacancies in the lower rank or classification, the employee with the least amount of seniority in that rank or classification will be bumped down to their previously rank or classification or laid off from employment as applicable.

# 3.02 Re-employment Registers

No new employee covered under the MOU shall be hired until all persons thereon have been recalled in writing within fourteen (14) days or have declined an opportunity for recall. Employees recalled from layoff shall be recalled in the reverse order of layoff.

## 3.03 Resignations

Any employee wishing to leave the employment of the District in good standing shall file with the Fire Chief at least two (2) weeks before leaving the service a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the Fire Board through the Fire Chief with a statement as to the resigned employee's service performance. Failure of the employee to submit his/her written resignation as provided herein shall be entered on the service record of the employee and may be cause for denying future employment by the District.

Personnel who fail to report to duty for a seventy-two (72) hour period without a satisfactory explanation are deemed to have resigned from the District and may forfeit all rights to employment.

Personnel who resign in good standing with the District may seek reinstatement at the same rank, provided the following conditions are met:

- A. Approval of the Fire Chief & the Board of Directors.
- B. Less than one (1) year has passed since his/her resignation.
- C. A vacancy must exist.
- D. Seniority for the period in question will be lost.

#### 4.00 WORK SCHEDULES - OVERTIME

#### 4.01 Work Schedules

The District agrees to maintain a three (3) platoon system. Each platoon shall work as follows:

Employees assigned to the 56-hour per week schedule shall be on duty for 48-hours then off duty for 96-hours. Shifts are 24 hours in length and will commence at 0800 and end at 0800 hours the following day. A tour is considered two consecutive 24 hour shifts. Employees shall be in appropriate uniform and present for duty at their assigned stations at 0800 hours.

During all periods while off duty, employees are still subject to call if needed.

Employees shall be provided two breaks each shift and one hour each shift for a lunch meal, and one hour each shift for a dinner meal. The lunch period shall normally occur between 1200 hours and 1300 hours. The dinner period shall normally occur between 1700 hours and 2000 hours.

Beds may be occupied by members of the department between the hours of 2100 and 0700 hours, except that the company officer may permit employees to retire earlier when, in his/her judgment, circumstances such as illness or excessive fatigue so warrant.

#### 4.02 Overtime

All Overtime shall be filled by the Captain at Station #31.

Overtime is work beyond the regularly scheduled fifty-six (56) hours per week for shift employees.

An employee shall receive one quarter (1/4) hour of overtime pay for each quarter hour (1/4) worked, calculated to the next quarter (1/4) hour.

An employee shall be compensated by pay or time off with pay at an overtime hourly rate for the employee's classification for work required to be performed in excess of the employee's regular work shift. An employee who has completed his/her regular work shift and who has been released for the day, and who is then called back to work shall be compensated by pay or time off with pay at an overtime rate of one-and-one-half times the regular straight time hourly rate for the employee's classification.

Compensatory time off may be accrued up to a maximum of one hundred and eight (108) hours. Compensatory time off may be taken by mutual agreement between the parties.

All hours worked in excess of 212 hours in a 28-day work period will be paid at the rate of one and one-half (1 1/2) times the basic rate of pay in accordance to Section 7 (K) of the Fair Labor Standards Act.

Overtime required to be worked due to the absence of a Firefighter, Engineer or Captain shall be performed by the like rank. In the event there are overtime shifts available at more than one station for like rank, then the "first up" individual will have his/her pick of which station he/she would like for the overtime shift. (i.e.: There is overtime available at Station #31 and Station #32 for Captains, the "first up" Captain gets the pick of which station he/she prefers.)

# 4.03 Call Back - Two (2) Hours Minimum

Employees covered by this MOU who are called back to emergency calls during their off-duty hours, he/she shall, upon reporting, receive a minimum of two (2) hours work at the overtime rate of one and one-half (1 1/2) times the basic rate of pay, or if two (2) hours' work is not furnished, a minimum of two (2) hours pay at the overtime rate. This overtime pay shall be paid to the next quarter (1/4) hour after the initial two (2) hours.

# 4.04 Employees assigned to 40 hour work week

- A. Employees assigned to a 40 hour work week shall commence the workday at 08:00 hours and end at 17:00 hours. 40 hour employees will have 2 breaks each shift and one hour for a lunch break to be determined as the work day dictates.
- B. Employees shall not be assigned to a 40 hour work week unless mutually agreeable.
- C. Bargaining unit employees temporarily assigned to a 40 hour work week in a position or classification that is recognized as overtime-exempt based on the duties of the position as defined by the FLSA and/or other applicable laws shall nonetheless earn additional compensation for all hours worked in excess of 40 in a work week without defeating the employee's overtime exemption. The additional hourly compensation shall be equal to the employee's straight-time hourly rate for a 40 hour workweek (i.e., week salary divided by 40 hours or annual salary divided by 2080 hours).

# 4.05 Shift Exchange

Employees wishing to trade work hours with other members of the department may do so subject to the following conditions.

- A. Any employees with approved trades shall notify station 31 company officers of the date of the trade. Trades of employees will be reflected in the daily staffing reports if possible. Notification of the duty officer will be made if the trade cannot be indicated in the staffing report.
- B. Trade of duty hours shall only be permitted between individuals of like rank and like work schedule provided, however, an exception to the foregoing trades will be permitted between employees on a promotional eligible list and employees currently holding that rank.
- C. A trade may not be canceled in order for an employee to accept overtime unless mutually agreeable between the trading parties.
- D. For trades in excess of two (2) hours, the employee requesting the shift exchange must submit a request into NetDuty If time allows, the shift exchange request must be submitted three (3) days in advance of the start of the work period for which trade of work is requested.
- E. There shall be no limit on the number of trades permitted per year.
- F. For trades of two (2) hours or less, approval may be granted by the Company

- Officer. The employee filling in under such circumstances shall be informed of the duties of the person he/she is replacing and shall report for duty in appropriate uniform.
- G. Pay back of shift trades shall be the responsibility of the employee directly involved in the exchange; provided, however, that such pay back shall not cause an employee to work in a position below his/her rank, nor shall it require the payment of overtime pay. The District shall not be responsible for the employees traded hours that are unable to be repaid for any reason. The responsibility of the hours involved in a trade will be of the employees with the trades.
- H. The District shall not be held liable for any conflicts resulting in traded time between employees.
- I. In the event an employee has agreed to work for another employee and is then unable to work all or part of the shift, a deduction shall be made from the vacation leave or compensatory time balance of the employee who agreed but failed to work. In the event the employee who has agreed to work is unable to work for all or part of the shift because of injury or illness, a deduction may be made from his/her sick leave only upon certification by a physician of the employee's inability to work. This latter requirement may be waived by the employee's Battalion/Duty Chief. Said deduction shall be equivalent to the number of hours scheduled but not worked by the employee with whom the trade was made.
- J. There shall not be a limit on the number of trades permitted per year.
- K. If an employee leaves District employment prior to the date scheduled to work as a result of the shift exchange, and another employee has already worked their scheduled shift involved in the exchange, the employee leaving the District will owe time the District which may be taken out of any existing leave balances and/or earnings owed to be paid to the employee

# 4.06 Station Assignments (Bidding)

Assignment to a specific station shall be made through the bid system. Station bidding shall occur yearly in December and filled through the bidding procedure described.

Station bidding shall be conducted during the first week of December and shall be based on a rank for rank basis, in descending order of rank seniority.

If an employee changes shifts during the year, then his/her station assignment will be to the station where the vacancy exists.

On the first Monday following the completion of the station bidding, the Office of the Fire Chief compiles the list of all personnel and their assigned stations for the following year. New station assignments are awarded and posted at each station. First tour in January, each shift shall arrange for the new station assignments to take effect.

Temporary station assignments maybe granted within a shift if approved by administration and the shift captain(s). The individuals may set the time frame of the temporary assignments.

Both individuals must be qualified for the position of the person he/she is requesting the temporary assignment with. When the temporary assignment is completed, both individuals will return to their original station assignment they started from.

The Fire Chief can reassign station assignments administratively to meet Department needs. Such Reassignment shall be in writing, for a period of six (6) months. Any station reassignment may be reevaluated for appropriate time frames and may be increased or decreased as necessary.

# 4.07 Strike Team Assignment(s)

The District and Union agree that when the District deploys a strike team(s) and the strike team has been on deployment for a minimum of three (3) days, upon returning and that shift is on duty, the strike team shall be released from duty for a reasonable amount of time, prior to returning to their regular schedule.

It is the intent of the district to provide suitable time off for crews returning from a strike team assignment for rest. The duration will be based on length of assignment, work detail, travel time and any other mitigating circumstances.

## 4.08 Staffing Levels

Staffing for the Fire District shall be a minimum of six (6) fulltime professional firefighters per day including a minimum of one (1) Company Officer per Company; Companies 31, 33 and 34 will be a minimum of a Company Officer and an Engineer.

In the event the Fire District faces a financial hardship, the District and Union will meet and confer to amend this section as needed.

## 4.09 Seniority

Bargain Unit Members seniority is established on an employee's start/ promotional date within the department. In the event more than one (1) employee shares the same start/promotional date, then the employee's seniority will be based on the employees ranking on the hiring list. An employee that is higher on the hiring list will have higher seniority.

#### 5.00 UNION BUSINESS

# 5.01 Representatives Empowered to Act

The Union shall advise the District in writing, of those persons empowered to act as its representatives with authority to bind the Union in matters pertaining to the administration of this Memorandum of Understanding.

# 5.02 Permission to Leave Assignments

Employee representatives shall not leave their duty or workstation or assignment without specific approval of the Duty Chief.

# 5.03 Time Off for Representatives

The District shall allow one (1) Union representative of Local #4317, Four (4) shifts off without loss of pay or benefits each year for the purpose Union business

If for any reason, a union member does not utilize the Four (4) shifts shall carry over into the next fiscal year. However, the maximum number of shifts to carry over will be eight (8) shifts.

#### 5.04 Time Off for Grievances

If an employee desires the assistance of a representative of the Union in the processing of a grievance, the District agrees to permit not more than one (1) Union representative reasonable time off during regular work hours without loss of compensation or other benefits for this purpose. The grievant and/or the authorized Union representative shall obtain the approval of his/her company officer or other authorized departmental supervisor before leaving his/her duty or work station or assignment for the purpose of processing a grievance.

#### 6.00 BENEFITS

## 6.01 Flexible Spending Plan

The District provides a Section 125 Flexible Spending Plan ("the Plan"). The regular and intended effect of the Plan, under current law, is to enable employees to choose between (a) the receipt of benefits which may not be subject to either State or Federal income tax or (b) a cash benefit which is subject to tax, but is not included in the employee's hourly rate.

The details of Plan eligibility and operational requirements are set forth in the Plan documents. Once enrolled in a cafeteria distribution plan, employees will only be permitted to modify the plan on the same basis as changes are permitted in health insurance plans, that is, during open enrollment periods and when the employee's dependent status changes.

- A. The District maximum contribution shall be the dollar amount equal to 100% of the medical premium for the PERS Choice Plan, by enrollment category. In no event shall the District contribution exceed 100% of the actual premium amount for the medical plan selected by the employee.
  - Subscriber Only Up to 100% of the PERS Choice premium
  - Subscriber Plus One Up to 100% of the PERS Choice premium
  - Subscriber Plus Two or more Up to 100% of the PERS Choice premium

# B. Employee Medical Contributions:

The employee shall pay any difference between the District's contribution to the Cafeteria Plan, if applicable, and the actual premium of medical insurance selected by the employee. In no event shall the District's contribution exceed the actual cost of the premium.

# C. Minimum Employer Contribution:

For qualifying regular full time employees enrolled in a CalPERS PEMHCA medical plan, the District is obligated to pay the minimum employer contribution to qualifying employees pursuant to CalPERS resolution and Government Code section 22892. The District Plan contributions above include the required minimum amount required under Government Code section 22892.

#### D. Waiver:

An employee may apply in writing to the District for waiver of required participation in the District's medical insurance program and to receive a payment in-lieu of medical insurance coverage. To be eligible to opt out of the District's medical insurance and receive a payment, the employee must have been employed prior to March 1, 2017, provide proof of current equivalent coverage through other sources, which the District deems acceptable and submit a signed waiver form. Payment in-lieu shall be \$500 monthly.

The District also agrees to provide Vision and Dental coverage for the employees and their dependents, with plans that are good as or better than existing.

## 6.02 Physical Examination(s)

The District shall provide for a physical examination for all employees every two (2) years. The employee shall schedule the examination through the current health plan provided through this Memorandum of Understanding and the cost of the examination shall be paid by the District.

## 6.03 Operators Insurance

The District shall provide a minimum of \$250,000.00 Liability Insurance protection for every member covered under this Memorandum of Understanding that is responsible for the operation of fire apparatus.

#### 6.04 Retirement Plan

The District agrees to continue its participation in the County Employee Retirement Act of 1937, Safety Officer, 3% @ 50 Plan for Tier 1 Safety Members, and 2.7% at 57+ for Tier II Safety Members.

#### 6.05 Retirement Contributions

- A. Employees will pay their entire employee contribution under the existing retirement plan, and 3% of the employer's contribution portion. The District will continue paying the employer contribution, (or 97% of), under the existing retirement plan. The employee contribution shall be treated as a pre-tax deduction but shall not reduce the employees' reportable income for purposes of retirement benefits.
- B. Employees currently working prior to the commencement of this MOU shall have a reopener if the economy does make a turnaround in order to offset the employee contribution with wages in lieu of the District paying the Employee portion. This would only apply to the employees hired prior to this MOU.
- C. Employees hired after July 1<sup>st</sup> 2012, will be required to pay 50% of the COL of the normal cost and the employee's portion of the retirement contribution, in addition to 3% of the employer's contribution portion, as established by SJCERA

- D. An employee who retires under the County Retirement System with the District shall receive one (1) month paid medical benefits for the employee and his/her dependents for each twenty-four (24) hours accumulated sick leave. The employee may choose a different option, 30% cash payment for accumulated sick leave hours up to 1728 hours.
- E. Employees hired after July 1<sup>st</sup> 2012, who retire under the County Retirement System with the District may have their sick leave accrual converted in to a bank in order to pay for medical benefits post retirement. The sick leave hours will be converted in the following manner (1 hour is equal to 1 ½ times their hourly wage). This amount will be set aside to allow for an employee to receive health care benefits up to the employee plus one package. The employee may choose a different option, 30% cash payment for accumulated sick leave hours up to 1728 hours.
- F. An employee who leaves the District for voluntary reasons other than retirement after ten (10) years of employment will receive in pay 20% of the sick leave hours up to a maximum of 1728 hours.
- G. An employee who leaves the District for voluntary reasons other than retirement after fifteen (15) years of employment will receive in pay 25% of the sick leave hours accumulated up to a maximum of 1728 hours.
- H. An employee who leaves the District for voluntary reasons other than retirement after twenty (20) years of employment will receive in pay 30% of the sick leave hours accumulated up to a maximum of 1728 hours.
- I. In the event an employee retires prior to twenty (20) years of service with the District, he/she may choose the same options.

# 6.06 Longevity Incentive Pay

Effective January 1, 2013, the District and Union agree that employees covered by this agreement shall be compensated for time in service at the following rates:

From beginning of the 15<sup>th</sup> year – completion of year 20<sup>th</sup> \$50.00 per Month
From beginning of the 21<sup>st</sup> year – completion of year 24<sup>th</sup> \$100.00 per Month
From beginning of the 25<sup>th</sup> year – completion of year 28<sup>th</sup> \$200.00 per Month
From beginning of the 29<sup>th</sup> year – completion of career \$300.00 per Month

#### 7.00 VACATIONS

#### 7.01 Use of Vacation Leave

Vacation leave is a benefit; however, the use of same shall be scheduled by the District, taking into account the desires and seniority of employees and the workload requirements of the department. Employees shall take vacation leave regularly each year and shall be encouraged to take vacation at least a full week at a time. In order to give effect to this policy

and to realize the greatest benefit from vacation leave for both employees and the District, limitations shall be placed upon the amount of unused vacation leave an employee is allowed to accumulate.

#### 7.02 Vacation Leave Allowance

The following vacation earning and accrual schedule shall apply to all District employees:

From beginning of the 1<sup>st</sup> year – completion of year 5;

Six (6) Shifts per year 144 hours annually @ 12 hours per month

From the beginning of the 6th year - completion of the 10th year;

Nine (9) Shifts per year 216 hours annually @ 18 hours per month

From the beginning of the 11th year - completion of the 15th year;

Ten (10.5) Shifts per year 252 hours annually @ 21 hours per month

From the beginning of the 16 + years;

Twelve (12) Shifts per year 288 hours annually @ 24 hours per month

- A. No employee shall be entitled to take vacation until after one (1) year of employment.
- B. The employee may not accumulate more than two (2) times, of annual vacation accrual on his/her anniversary date of employment.
- C. On the date an employee has accumulated the maximum number of hours of vacation, he/she will have twelve months to schedule the extra vacation at a mutually agreeable time. If the employee has made two (2) legitimate attempts to schedule the excessive time off during the twelve-month period and management has not allowed the time off, management will have to grant the next request for time off. "Legitimate attempts" means times when other vacation schedules do not conflict. If at the end of twelve months, the employee has failed to take all his/her excessive hours, the District shall schedule vacation days until the excessive hours are gone.
- D. Employees must schedule their vacations by December 1<sup>st</sup> of each year for seniority choices. Any time not scheduled by December 1<sup>st</sup> will be given upon mutual agreement by management and the employee.
- E. An employee may submit vacation on the following four (4) holidays: Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. However, if overtime is required and the overtime cannot be filled two weeks prior to the vacation day, the employee requesting the time off will cancel the vacation request and work his/her regular scheduled shift.

- F. The District *shall* provide shift cards to all employees *prior* to November 1<sup>st</sup> of each year.
- G. The District shall not cancel an employee's approved vacation leave except in emergency situations or under highly extraordinary circumstances.
- H. An employee may cancel vacation provided that the cancellation occurs at least 7 days prior to the shift. If an employee requests to cancel vacation prior to the shift filled by overtime then the employee that has accepted the overtime must agree to the cancellation. If the employee that is scheduled to work the overtime does not agree to the cancellation, then the employee that scheduled the vacation will be required to take the scheduled time off.
- I. Only one employee per shift may be off on vacation or compensatory time off (CTO) at any time.
- J. Effective July 1, 2012 Employees may choose a disbursement of accrued vacation hours up to a maximum of 48 hours in the Districts fiscal year. Disbursement request shall be made in writing to the Office of the Fire Chief with 14 days in advance notice

#### 7.03 Vacation Increments

Vacation leave and compensatory time off (CTO) should be used in no less than twelve (12) hour increments. However, employees may use CTO in one (1) hour increments with the District's approval, provided that such CTO usage is not "unduly disruptive" to District operation.

#### 8.00 SICK LEAVE

# 8.01 Sick Leave Policy

Sick leave shall be allowed in case of actual sickness of the employee, or a member of the employee's family as provided in the following section of this Memorandum of Understanding.

- A. If an employee is sick, he/she shall call station 1 at the earliest time possible or no later than 0630 hours the morning of his/her shift and advise the on duty company officer.
- B. Employees shall accumulate sick leave from their first day of employment and shall continue to do so as long as they are employed. Employees are entitled to use sick leave beginning the first day of illness. Sick leave shall be based on actual hours lost due to illness or off-duty injury.
- C. All employees shall earn and accumulate sick leave at the rate of eighteen (18) hours per month with no limit on the amount of accumulation.

#### 8.02 Sick Leave Notice and Certification

If an employee's illness results in an absence from work for more than two (2) consecutive shifts, then a doctor's certification or other reasonable proof of illness maybe required by the Office of the Fire Chief.

The Office of the Fire Chief may make such sick leave usage reviews and may require such physician's documentation as deemed necessary to insure proper use of sick leave benefit.

#### 8.03 Family Sick Leave

An employee will be allowed to utilize a maximum of six (6) shifts, one hundred forty-four (144 hours) of their sick leave allowance each calendar year in the event of illness, injury or quarantine of an immediate family member. The immediate family shall be defined as: Spouse and children of the employee, mother father, brother, sister, grandparents of the employee and those of the employee's spouse.

Family sick leave is intended to be used as follows: Employee's shall use the time necessary to make arrangements for the care of the family member. A letter of explanation to the Fire Chief may be required.

# 8.04 Family Medical Leave Act (FMLA)

Both federal and state law provide for leaves of absence for the birth, adoption or placement for foster care of a child by an employee or to allow an employee to care for a member of their immediate family (i.e., spouse, parent, child, etc.) with a serious health condition. The law also allows an employee to take a leave of absence because of the employee's own serious health condition. FMLA/CFRA provides up to twelve (12) weeks leave during a "rolling" twelve-month period. In order to qualify for FMLA/CRFA, the employee must have twelve (12) months of continuous service and must have worked at least 1250 hours during the past twelve months. Employees are guaranteed reinstatement to the same or an equivalent position upon their return from FMLA/CFRA. Employees will be provided FMLA/CFRA leave in accordance with the law and this Memorandum of Understanding. Employees may apply for such leave by contacting the office of the Fire Chief. Employees on FMLA/CFRA for their own serious illness may use sick leave and/or vacation hours for FMLA/CFRA leave. Insurances for benefited employees on FMLA/CFRA will continue in effect as if the employee were working. Such employees will be responsible for making payment for dependent coverage.

Under California law, employees affected by pregnancy, childbirth or related conditions are entitled to request and take pregnancy disability leave for up to four (4) months. There is no "length of service or hours worked" requirement to be eligible for this leave.

#### 9.00 SALARY ADMINISTRATION

## 9.01 Salary Administration Policy

The policy governing preparation of a compensation plan shall be that of salary standardization, or like pay for like work.

## 9.02 Salary at Time of Employment

The plan may provide a flat salary rate or a salary range for each classification with a minimum, maximum, and one or more intermediate steps. Every new employee shall be paid the first step upon employment.

# 9.03 Eligibility for Advancement in Pay

Employees may be advanced to higher steps as merged by progressive improvement in job skills and work performance. The following time-in step requirements shall apply before an employee gains eligibility for advancement in pay:

Step	<u>Time in Step</u>
A	1 Year
В	2 Years
C	3 Years

# 9.04 Use of Performance Ratings in Determining Whether Step Advancement Is Merited

An employee must demonstrate that advancement is merited on the basis of job performance.

Performance ratings shall guide supervisors and department heads in determining whether step advancements have been earned and should be recommended to the Office of the Fire Chief in accordance with recognized standards.

# 9.05 Withholding Step Advancements

The Office of the Fire Chief has the authority and responsibility to recommend withholding step advancements if they are not merited. The Office of the Fire Chief shall keep employees informed about their job performance, giving good work its proper recognition and any deficient work all possible guidance and assistance toward improvement. The Office of the Fire Chief shall notify the employee as to the reasons for withholding step advancements.

Should an employee's step advancement be withheld in accordance with this section, such

employee's time-in-step for the purpose of review shall be modified in order that the next review and all subsequent reviews of performance occur at the time they would have occurred had such step advancement not been withheld. Nothing in this section shall be construed to guarantee an employee a step advancement at the time of such review.

# 9.06 Changes In Pay Upon Promotion

When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step is equal to or less than their present salary, they shall receive the next step in the salary range of the new position, which is immediately above their present salary.

# 9.07 Acting Captain(s)

The Fire Chief may temporarily appoint employees as "Acting Captains" from an existing Captain's promotional eligibility list in order to staff vacancies in the Captain's rank due to vacations, sick leave, and other leaves of absence or to meet staffing needs of the District, in emergency conditions or in the interest of public safety.

Employee's assigned, as Acting Captain's shall receive "A/C" step pay the entire time he/she is acting in that position.

When assigned to the Acting Captain's position, he/she shall be assigned at a Lathrop Station at the Fire Chief's discretion during the duration of such assignment.

The District agrees that when a position becomes vacant in the Captain's rank, the District shall promptly promote an employee from the Captain's promotional eligibility list to fill the vacancy. In the event that a Captain's promotional eligibility list expires or is exhausted, the District shall promptly establish a new eligibility list. Until the permanent vacancy is filled, however, the District may use an Acting Captain to staff the vacant Captains position. In no event, may an Acting Captain be used to cover a permanent vacancy for more than six (6) months.

Should a Captain's promotional eligibility list expire, Acting Captain's assigned from the expired list shall continue as Acting Captains only until a new eligibility list is established. At that point, acting assignments will be made from the new eligibility list.

#### 9.08 Salaries

The salary ranges for all employees covered by this agreement shall receive a 2 % increase of salary to begin upon approval of this agreement and 2% on July 1, 2017.. With subsequent salary increases of 3% on July 1, 2018, and 3% July 1, 2019.

- A. The "basic rate of pay" equals annual salary divided by 2912 hours.
- B. For the purpose of this agreement, all time paid is considered time worked.

C. The base salaries for employees covered by this agreement are set forth in Appendix A

# 9.09 Pay Periods

The District shall continue bi-weekly pay periods in effect. The basic payday shall be every other Friday.

# 9.10 Supplemental Pay Processing

The District shall process the uniform allowance and holiday in lieu pay, as supplemental pay.

# 9.11 Out of Class Pay

Employees assigned to work in an out of class capacity shall be compensated with a 5% increase in their wage rate while working in that capacity unless otherwise specified in this MOU.

Employees working below their rank/class capacity do not qualify for out of class pay.

#### 10.00 HOLIDAY PAY

## 10.01 Payment for Holidays

- A. During the 22<sup>nd</sup> pay period of the year, all employees shall receive One hundred eight (108) hours of pay at their regular rate in lieu of receiving "Holiday Pay" for working a Holiday on their regularly assigned shift.
- B. Holiday in lieu pay shall be pro-rated for newly hired employees, and upon termination of employment.

#### 11.00 MISCELLANEOUS LEAVES

#### 11.01 Bereavement / Funeral Leave

- A. All full-time employees shall be granted bereavement/funeral leave with pay as necessary, but not to exceed two (2) 24-hour work shifts upon the occasion of the death of a close relative. Bereavement leave may be extended if granted by the Fire Chief.
- B. Close relatives are defined as: Mother, father, sister, brother, wife, husband, child, grandparents, of the employee and those of the employee's spouse.
- C. Additional funeral leave for travel purposes not to exceed two (2) work shifts may be granted by the Fire Chief when circumstances warrant the same. When additional time is desired, employees may be allowed to take accumulated sick leave, vacation leave or compensatory time due off.
- D. Bereavement leave is a separate leave from all other leaves. At no time shall an employee have time deducted from his/her sick leave, vacation leave or compensation time, until the employee has used the maximum.

# 11.02 Jury Leave

An employee summoned to jury duty shall inform his/her supervisor and, if required to serve, may be absent from duty with full pay. Any jury fees received by an employee shall be remitted to the District.

# 11.03 Leave to Testify

Employees who are required to appear and testify in court shall suffer no loss of pay for such appearances if such appearance relates to matters arising out of their official duty as employees of the District.

## 11.04 Military Leave

Military leave will be granted in accordance with the Uniform Services Employment and Reemployment Rights Act of 1994, as amended and applicable provisions of federal, state and local law. Reinstatement shall be governed by the federal, state, and local laws referenced above. Employees must provide the Employer with copies of military/federal orders when military leave is requested and upon return from duty. Accrued vacation hours may be used to cover the absence (if available).

Employees who are unable to return to work following a military leave (or the designated beneficiary if applicable, shall, in addition to all other legally recognized rights, receive the full value for all unused vacation leave, sick leave, compensatory time off and any other accrued leave.

## 11.05 Disability Leave

- A. For employee injury or disability falling within the provisions of the State Workers' Compensation Disability Act, disability compensation at the rate allowed under said Act shall be the basic remuneration during the employee's period of disability. In the case of full-time employees, other than temporary and provisional employees, additional compensation allowance shall be granted for not to exceed one year for any one period of incapacity. In the event a waiting period is required before an employee's disability compensation allowance is payable, regular pay shall be provided during said waiting period.
- B. If in the opinion of the Fire Chief or a designated representative, an employee who has reported for work is unable to safely perform the duties assigned the employee because of an industrial injury, the Fire Chief or the designated representative may place such employee on disability leave for the remainder of the shift.
- C. Employees who are absent from work on disability leave shall not engage in any outside work or activity that is inconsistent with their disability.

#### 11.06 Leave of Absence

The Fire Chief, upon written request of a full-time employee may grant for the good of the service a leave of absence without pay for a maximum period of one (1) year. Leaves hereby authorized shall include educational leaves, maternity leaves, and leave for any other purpose promoting the good of the service. Whenever granted, such leave shall be in writing and signed by the Fire Chief. Upon expiration of such a leave, the employee shall be reinstated to the position held at the time the leave was granted. Failure of the employee to report promptly at its expiration unless extended by the Fire Chief shall terminate his/her right to be reinstated.

#### 11.07 Donation of Leave

Employees may donate leave to other employees under hardship circumstances if needed, provided that the following occur:

- 1. The donating employee must maintain a minimum balance of one hundred forty-four (144) hours of sick leave that cannot be donated.
- 2. The donating employee must maintain a minimum balance of seventy-two (72) hours of vacation that cannot be donated
- 3. The employee receiving the donation may repay the leave to the donating party at a rate of six (6) hours per month for sick leave, and /or twelve (12) hours per month of vacation.
- 4. The Fire District shall not be held responsible for any donations that cannot be paid back or other misunderstanding between employees

#### 12.00 GRIEVANCE

#### 12.01 Definition

A grievance is any dispute, which involves the interpretation or application of any <u>provisions</u> of this Memorandum of Understanding, or disciplinary actions or policies relating to personnel practices and working conditions.

#### 12.02 Grievance Procedure

Grievances shall be processed in the following manner:

- A. The grievance shall be presented either by the employee or by an authorized Union representative on the departments approved grievance form to the Fire Chief or his/her designated representative within fourteen (14) calendar days after the occurrence of the event causing the grievance.
- B. The Fire Chief or a designated representative shall have fourteen (14) calendar days from date of receipt of grievance in which to investigate the issue(s), meet with the complainant, and attempt to reach satisfactory resolution of the problem.
- C. If the Parties are unable, within ten (10) calendar days, to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, such grievance shall be submitted to an Adjustment Board comprised of two Union representatives and two representatives appointed by the Board of Directors.

- D. If an Adjustment Board is unable to arrive at a majority decision, either the Union or the District may require within ten (10) calendar days of the Adjustment Board's deadlock that the grievance be referred to an impartial party, who shall be designated by mutual agreement between the Union and the District. Time limits may be changed by mutual agreement of the parties.
- E. Decisions of the Adjustment Board on matters properly before them shall be advisory recommendations to the District Board of Directors. All decisions of the Adjustment Board shall be referred to the District Board of Directors for final determination.

## 12.03 Authority of Adjustment Board

No Adjustment Board shall entertain, hear, decide, or make recommendations on any dispute unless such dispute involves a member in a unit represented by the Union, and unless such dispute falls within the definition of a grievance as set forth in subsection 12.01

# 12.04 Grievance Involving Disciplinary Action

Disciplinary issues shall be brought forth in accordance with the Firefighter Bill of Rights and all other applicable federal and state laws.

#### 12.05 No Strike

The Union and its members agree not to engage in any strike, work stoppage, slowdown, or any other form of concerted activity against the Fire District, the effect of which would interrupt or impair the services normally provided by employees covered by this Memorandum of Understanding.

#### 13.00 MISCELLANEOUS ALLOWANCES

#### 13.01 Educational Incentive

In addition to the wage rates established by the Memorandum, the District shall pay premium pay for successful completion of the following credit hours and degrees offered by any accredited Jr. College or College.

- A. Fire Science Certificate two and one half (2 1/2) percent per month; or
- B. Fire Officer Certification two and one half (2 1/2) percent per month; or
- C. Associate Arts Degree in Fire Science / Engineering or 60 units of approved Fire Science study five (5) percent per month.
- D. To be eligible for premium pay, the employee must successfully complete his/her probationary period. The aggregate amount paid to an employee *shall* not exceed five (5) percent.

- E. The District *shall* pay all costs for any employee required to attend mandatory educational courses, classes, workshops, or seminars or any educational requirements during his/her off duty hours. The employee shall be compensated at the appropriate rates as provided for in this Memorandum of Understanding.
- F. Classes offered outside of the Fire District shall be offered to all personnel in the Fire Department, according to rank, job classification, and or specialized needs.

# 13.02 Special Operations Incentive Pay

Members of the three (3) core special operation teams as designated by the Fire Chief (Hazmat, Dive, USAR) shall receive incentive pay in the equal to 2.5 % of their base wages commencing January 1<sup>st</sup> 2013 if the follow criteria is meet.

- A. Each team member must meet the approved minimum standards for the respective special operation as established by the special operation team members.
- B. All new team members must be approved by the current team and shall submit two letters of recommendation to the Fire Chief in order to be assigned to the team.
- C. The Fire Chief retains the right of final approval for the team members.
- D. Team members who are removed from special operations teams for disciplinary reasons must reapply and be approved as specified in paragraph B above, unless the former team member prevails on an appeal of the disciplinary action and is otherwise entitled to reinstatement to the particular team.
- E. Members assigned to more than two special operational teams shall never receive more than 5.0 % incentive pay
- F. Members may be assigned to station specific based special operations.

# 13.03 Clothing Allowance

All employees shall receive an annual clothing allowance \$900.00 (Nine Hundred Dollars) per year.

- A. The clothing allowance pay shall be paid on the first pay period in July of each year.
- B. New employees or employees recalled from lay-off will receive a prorated amount of the allowance for the remainder of the fiscal year immediately upon being hired or rehired.
- C. Employees will be required to purchase a new pair of leather boots as required by Cal-Osha at a minimum of every three (3) years.

# 14.00 Emergency Medical Technician Certification

- A. Emergency medical service is a core service of the Fire Department. As such, the training and development of the staff who delivers such services are also a priority. The District shall provide and maintain training that meets all current requirements of the state of California and the San Joaquin County standards.
- B. All costs associated with such certificate shall be borne by the District. Time allotted for such training shall be provided on duty unless alternative scheduling is agreed to by the employee and the Fire Chief.

#### **15.00 SAFETY**

#### 15.01 Driver's License

- A. All employees shall be required to possess a valid California Driver's License that is required to drive fire apparatus. In the event a higher level of license is required by the State of California for operation of any or all of the department's apparatus, all employees required to operate such apparatus, shall be required to possess such higher license with the cost for obtaining the higher licensure to be borne by the District.
- B. In the event said license requires a physical examination, the District shall pay for the cost of the examination, and the examination shall be conducted on District time or if the employee is off duty, he/she shall be compensated at one and one half (1 1/2) times his/her regular rate pay.

# 16.00 Light Duty Work Assignments

## **16.01 Policy**

It is the goal of the Fire District to provide a safe working environment for all employees and to maintain an effective and efficient program for the provision of workers' compensation benefits. To assist in such efforts, the utilization of light duty assignments will be encouraged whenever practical.

## 16.02 Purpose

A. To provide for the return to work of both industrially and non-industrially injured or ill employees in a capacity consistent with a disability temporarily precluding the affected employee from the performance of the employee's full and normal duties, but not limiting the employee totally such that productive assignments can be performed by the employee without fear of aggravating the injury.

#### 16.03 Procedure

- A. Upon receiving notice of the occurrence of a temporarily disabling injury to a District employee, a determination will be made by the Office of the Fire Chief on the appropriateness of assigning light duty to the injured employee. Such determination shall take into account the opinion and recommendation of the injured employee's treating physician.
- B. If the above determination results in a finding that the employee is able to return to a light duty assignment, then discussion will be conducted between the Office of the Fire Chief and the employee's supervisor on the availability of light duty within the division.
- C. If modified duty is warranted and the work is available within the division of original assignment, the employee will be returned to work to such duty.
- D. If light duty is not available within the division of original assignment, an appropriate substitute shall be sought. If such a substitute is available, the employee shall be returned to work to such a substitute position. Employees shall not be required to accept light duty assignments outside of the Fire Department.
- E. Such light duty assignments as described above will continue until such time as the injured employee is given a full and complete release to resume normal work activities by the employee's treating physician.

# 17.00 MEDICAL TREATMENT FOR OCCUPATIONAL INJURY OR ILLNESS

Employees requiring medical attention because of job-related injury or illness shall obtain such treatment at a medical facility or from a physician designated by the District. Pursuant to the provisions of California Labor Code 4600, an employee may pre-select a personal physician prior to the occurrence of an occupational injury or illness, said selection to be filed on a form provided by the District for this purpose. In the event of an occupational injury or illness to an employee requiring immediate medical attention, the affected employee will be initially referred to the most readily available source qualified to provide the necessary assistance or treatment.

## 18.00 SAFETY EQUIPMENT

The District shall provide safety equipment as required by CAL-OSHA and such other safety equipment as the District may deem necessary for the performance of work. All equipment so provided shall meet applicable CAL-OSHA standards.

#### 19.00 MISCELLANEOUS PROVISIONS

#### 19.01 Uniforms

The uniform policy for all employees is located in the District Policies and Procedures.

#### 19.02 Notification of Address / Phone Number

All employees, including those on leave of absence, shall keep the Office of the Fire Chief informed as to their current home address and telephone number at all times. Failure to do so within seven (7) days after change of address and or phone number may be cause for disciplinary action.

# 19.03 Mileage Reimbursement

Employees who are directed by the Fire Chief or a designated representative to use their personal vehicle in the conduct of District business shall be compensated at the rate of current IRS factor per mile or shall be provided gasoline for the same vehicle. Any reimbursement must be applied for by the end of each fiscal year.

# 19.04 Use of Fire Apparatus for Grocery Shopping

Employees assigned to fire stations may be allowed to use a fire apparatus during each shift to purchase groceries for those meals eaten at their station. Notification to the duty chief shall be made prior to the Engine Company leaving their district to purchase groceries.

#### 19.05 Personnel Files

Employees shall be entitled to inspect the contents of their personnel files by making an appointment with the Office of the Fire Chief. No written reprimand or performance evaluation shall be placed in an employee's personnel file until that employee has reviewed and signed such document. If the employee refused to sign acknowledgment of receipt, the document will be marked, "Employee refused to sign", signed by a witness and then placed in the employee's file.

# 19.06 Personal Exposure Records System

The District agrees to pay the annual enrollment fee for all employees to participate in the Personal Exposure Record Program offered by the California Professional Firefighters.

#### 19.07 Leave Balances

The District will continue to provide accurate accounting of sick leave, vacation and compensatory time balances as available on NetDuty.

## 19.08 Merger or Consolidation

In the event the District shall contemplate merging or consolidating with another District or Government agency, the District will meet and confer with the Lathrop-Manteca Firefighters Association concerning the contemplated action.

#### 20.00 SEPARABILITY OF PROVISIONS

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of the Memorandum of Understanding. Upon such invalidation the Parties agree immediately to negotiate on substitute provisions for such parts or provisions rendered or declared illegal.

In the event provisions of this Memorandum of Understanding contradict any resolutions, Administrative Rules and Personnel Rules of the Fire District, or any Fire Department rules, regulations or orders, the terms of this Memorandum of Understanding shall prevail.

#### 21.00 SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding represents the full and complete incorporation of those proposals, which were considered and evaluated pursuant to the negotiation process. This Memorandum of Understanding constitutes the entire and sole agreement between the Parties on any and all matters, which were presented during the negotiation process.

All rights, privileges and working conditions enjoyed by the employees at the present time, which are not included in this agreement, shall remain in force, unchanged and unaffected in any manner, during the term of this Memorandum unless changed by mutual consent.

The Union further agrees that the employees shall not abuse benefits they now enjoy in this Fire District.

#### 22.00 DURATION

This Memorandum of Understanding shall be effective July 1<sup>st</sup>, 2016 except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as herein above set forth, and shall remain in full force and effect through July 01, 2020.

#### 23.00 NEGOTIATIONS IMPASSE RESOLUTION

If the parties reach impasse during contract negotiations, either side may request third party intervention through the State Mediation and Conciliation Service.

# LATHROP-MANTECA FIRE FIGHTERS ASSOCIATION INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL #43 17, AFL-CIO

	Muner C W doller
Shawn Wootten/Union President	Kevin Wallace/Union Vice-President
Jamie Forbing/Union Secretary/Treasurer	Josh Perry/Union Public Relations Officer
LATHROP-MANTECA FIN	RE PROTECTION DISTRICT  Jeremy Coe / Vice Chair Person
Tye Perton / Fire Board Member	Robert Gleason / Fire Board Member
John Gish / Fire B	Board Member

Made and entered into this 16th day of March, 2017.

eff. 7/1/2015	A P/FF	8	C.FF/E	Ω	E	F	ŋ	A/C	4	8	J	۵
Hourly	\$14.13	\$14.84	\$16.83	\$17.67	\$18.55	\$19.49	\$20.47	\$21.49	\$22.56	\$23.69	\$24.89	\$26.11
Bi-weekly	\$1,582.56	\$1,622.88	\$1,884.96	\$1,979.04	\$2,077.60	\$2,182.88	\$2,292.64	\$2,406.88	\$2,526.72	\$2,653.28	\$2,787.68	\$2,924.32
Monthly	\$3,428.88	\$3,516.24	\$4,084.08	\$4,287.92	\$4,501.47	\$4,729.57	\$4,967.39	\$5,214.91	\$5,474.56	\$5,748.77	\$6,039.97	\$6,336.03
Yearly	\$41,146.56	\$43,214.08	\$41,146.56 \$43,214.08 \$49,008.96 \$51,455.04 \$54	\$51,455.04	,017.60	\$56,754.88 \$59,608.64	\$59,608.64	\$62,578.88	\$65,694.72	\$68,985.28	\$72,479.68	\$76,032.32

3/16/2017	A P/FF	8	C FF/E	Q	E	F	9	A/C	A	8	S	6
		FF-A	FF - B	FF-C	FF/E - A	FF/E - B	FF/E-C					
Hourly	14.13	\$15.14	\$17.17	\$18.02	\$18.92	\$19.88	\$20.88	\$21.92	\$23.01	\$24.16	\$25.39	\$26.63
Bi-weekly	\$1,582.56	\$1,695.68	\$1,923.04	\$2,018.24	\$2,119.04	\$2,226.56	\$2,338.56	\$2,455.04	\$2,577.12	\$2,705.92	\$2,843.68	\$2,982.56
Monthly	\$3,428.88	\$3,673.97	\$4,166.59	\$4,372.85	\$4,591.25	\$4,824.21	\$5,066.88	\$5,319.25	\$5,583.76	\$5,862.83	\$6,161.31	\$6,462.21
Yearly	\$41,146.58	56   \$44,087.68   \$49,999.04   \$52,474.24   \$55	\$49,999.04	\$52,474.24	\$55,095.04	5,095.04 \$57,890.56 \$60,802.56 \$63,831.04 \$67,005.12 \$70,353.92 \$73,935.68	\$60,802.56	\$63,831.04	\$67,005.12	\$70,353.92	\$73,935.68	\$77,546.56
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7/1/2017*	A P/FF	В	C.F.F/E	Q	Ę	4	5	A/C	A	8	S	۵
PROPOSED		FF - A	FF - B	FF-C	FF/E - A	FF/E - B	FF/E-C					
Hourly	14.13	\$15.44	\$17.51	\$18.38	\$19.30	\$20.28	\$21.30	\$22.36	\$23.47	\$24.65	\$25.90	\$27.17
Bi-weekly	\$1,582.56	\$1,729.28	\$1,961.12	\$2,058.56	\$2,161.60	\$2,271.36	\$2,385.60	\$2,504.32	\$2,628.64	\$2,760.80	\$2,900.80	\$3,043.04
Monthly	\$3,428.88	\$3,746.77	\$4,249.09	\$4,460.21	\$4,683.47	\$4,921.28	\$5,168.80	\$5,426.03	\$5,695.39	\$5,981.73	\$6,285.07	\$6,593.25
Yearly	\$41,146.56	\$44,961.28	\$50,989.12	\$44,961.28 \$50,989.12 \$53,522.56 \$5	\$56,201.60	\$59,055.36	\$62,025.60	\$65,112.32	\$68,344.64	6,201.60 \$59,055.36 \$62,025.60 \$65,112.32 \$68,344.64 \$71,780.80 \$75,420.80 \$79,119.04	\$75,420.80	\$79,119.04

7/1/2018*	A P/FF	80	C FF E	Q	3	jt.	9	A/C	A	8	U	٥
PROPOSED		FF-A	FF-B	FF-C	FF/E - A	FF/E-B	FF/E-C					
Hourly	14.13	\$15.90	\$18.04	\$18.94	\$19.88	\$20.89	\$21.94	\$23.03	\$24.18	\$25.39	\$26.67	\$27.99
Bi-weekly	\$1,582,56	\$1,780.80	\$2,020.48	\$2,121.28	\$2,226.56	\$2,339.68	\$2,457.28	\$2,579.36	\$2,708.16	\$2,843.68	\$2,987.04	\$3,134.88
Monthly	\$3,428.88	\$3,858.40	\$4,377.71	\$4,596.11	\$4,824.21	\$5,069.31	\$5,324.11	\$5,588.61	\$5,867.68	\$6,161.31	\$6,471.92	\$6,792.24
Yearly	\$41,146.56	\$46,300.80	\$46,300.80 \$52,532.48 \$55,153.28 \$5	\$55,153.28	\$57,890.56	7,890.56 \$60,831.68	\$63,889.28	\$67,063.36	\$70,412.16 \$73,935.68 \$77,663.04	\$73,935.68	\$77,663.04	\$81,506.88
16.00												

# Appendix - Salary Scale

		\$28.83	8.96	6.08	2.96	7								
٥	l	\$2	\$3,228.96	\$6,996.08	\$83,952.96									
J		\$27.47	\$3,076.64	\$6,666.05										
8		\$26.15	\$2,928.80	\$6,345.73										
4		\$24.90	\$2,788.80	\$6,042.40	\$72,508.80									
A/C		\$23.72	\$2,656.64	\$5,756.05	\$69,072.64									
9	FF/E-C	\$22.59	\$2,530.08	\$5,481.84	\$65,782.08									
4	FF/E - B	\$21.51	\$2,409.12	\$5,219.76	\$62,637.12									
E	FF/E - A	\$20.48	\$2,293.76	\$4,969.81	\$59,637.76									
D	FF-C	\$19.50	\$2,184.00	\$4,732.00	\$56,784.00									
C FF E	FF-B	\$18.58	\$2,080.96	\$4,508.75	\$54,104.96									
D	FF-A	\$16.38	\$1,834.56		\$47,698.56									
APPE		14.13	\$1,582.56	53,428.88	\$41,146.56									
//1/2019	PROPOSED	Hourly	Bi-weekly	Monthly	Yearly									