

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF SANGER**

**AND**

**SANGER FIREFIGHTERS ASSOCIATION**

**JULY 1, 2016 THROUGH JUNE 30, 2017**

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**MEMORANDUM OF UNDERSTANDING  
SANGER FIREFIGHTERS ASSOCIATION**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the City of Sanger, a municipal corporation of the State of California, hereinafter referred to as “City,” and the Sanger Firefighters Association, hereinafter referred to as “Firefighters” or “Employees,” pursuant to California Government Code Section 3500 et. seq. and the Sanger Employer-Employee Relations Ordinance, Sanger City Code, Chapter 46 et. seq. The parties agree as follows:

**WITNESSETH:**

1. **RECOGNITION.** City hereby recognizes Firefighters as the exclusively recognized employee organization for the Unit of full-time City employees defined as:

Firefighter I

Firefighter II

Firefighter Engineer

Fire Lieutenant

Fire/Administrative Captain

City agrees to meet, confer, consult and otherwise deal exclusively with Firefighters on all matters within the scope of representation under the Meyers-Milias Brown Act and as provided in City’s Employer-Employee Relations Ordinance, except as required by law. This recognition does not include management employees, provisional employees, temporary employees or part-time employees.

**2. CITY RIGHTS.**

The rights of the City include, but are not limited to the right to determine the mission of its constituent departments, commissions and boards; to set standards of service; to determine employment standards; to direct its employees; to take appropriate disciplinary action against employees in conformity with law; to relieve its employees from duty because of lack of work or for other non-disciplinary reasons; to maintain the efficiency of governmental operations; to transfer employees to equivalent positions in different departments; to organize and reorganize its departmental structure and the duties of each department; to determine the methods, means of delivery and personnel levels within the context of Article 35 by which City operations are to be conducted; to establish an employee classification plan; to take all necessary actions during emergencies to carry out its mission; and to exercise complete control and discretion over its organization and the technology of performing its work.

**3. EMPLOYEE RIGHTS.**

Employees have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations, including but not limited to wage, hours, and other terms and conditions of employment. Employees also have the right to represent themselves individually in their employment relations with City; provided that in the event City enters into MOU with an exclusively recognized employee organization, such as the within MOU, Employees are deemed to have delegated to their exclusively recognized employee organization their right to represent themselves individually in their employment relations with City, and City is not obligated to meet and confer or otherwise deal with any individual employee within the Employee Unit with respect to matters within the scope of this MOU. No employee shall be interfered with,

intimidated, restrained, coerced or discriminated against by City or by Firefighters because of his/her exercise of any of these rights.

**4. SOLE AGREEMENT.**

The terms and conditions of this MOU constitute the primary wages, hours and working conditions applicable to Firefighters. To the extent that any other agreement, City policy, resolution or ordinance is in direct conflict with this MOU, this MOU shall prevail. Nothing in this MOU shall be construed to abrogate, diminish, or render ineffective any city employment policy, program or agreement not in direct conflict with this MOU.

If, during the term of this MOU, the parties should agree to modify, amend or alter the provisions to this MOU in any respect, such change(s) shall be effective only if and when reduced to writing and executed by the authorized representatives of City and Firefighters. Any such changes validly made shall become part of this MOU. Nothing in this MOU shall be construed to prevent or preclude either party from initiating meet or confer or meet and consult on matters not provided for in this MOU.

The City and association agree to meet and discuss policies and procedures impacting working conditions not covered by this MOU prior to change per the Meyers-Milias-Brown Act Section 3504.5.

**5. WAIVERS.**

Failure to insist on the timely performance of any term or condition of this MOU by either party shall not constitute a waiver or precedent to the future enforcement of such term or condition.

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**6. PROVISIONS NOT SEVERABLE.**

This MOU has been reviewed by legal counsel to the City and by the Firefighters. City and Firefighters agree that it is lawful and legally binding on them. In the event that any of the terms or conditions of this MOU should be declared by a Court of competent jurisdiction to be unenforceable or illegal, such determination shall not invalidate any of the remaining terms or conditions of this MOU.

**7. MEET AND CONFER ATTENDANCE**

The City shall allow a reasonable number of employee representatives of their recognized employee organization reasonable time off without loss of compensation or other benefits when formally meeting and conferring with representatives of the City on matter within the scope of representation per Meyers-Milias-Brown Act.

**8. DEFINITIONS.**

A. "Hours Worked." For purposes of computing eligibility for a particular pay period, annual leave, vacation leave, sick leave, compensatory time and administrative leave taken and holidays which fall during such period shall be considered as hours worked, except that Employees shall not be paid FLSA pay of the 54<sup>th</sup>, 55<sup>th</sup>, and 56<sup>th</sup> hours in a workweek unless the Employee actually was on the job during those hours.

B. "Acting/Interim Appointment" means an official appointment to a higher classification for a period not less than thirty (30) days.

C. "Seniority" means the total length of service in years, months and days from the date of hire, exclusive of unpaid leaves of absence.

D. "Shift Swap" (or "absence with relief") means the voluntary substitution of one Employee's scheduled work shift for another Employee's scheduled work shift at the option of

both employees, and as approved by the Fire Chief or Shift Captain. The relieving party must be fully qualified to work in place of the Employee being relieved. Shift swaps shall be without pay to the relieving party. The relieving party must actually report for work and shall not take sick or other leave in lieu of reporting for work. If the relieving party becomes ill or injured, and cannot report for work, it is the relieving party's obligation to insure that the shift is covered by another qualified Employee. No reasonable request will be denied if the prior request is submitted 72 hours prior to the date of exchange.

E. A 3-platoon shift schedule shall be employed using the 7 (k) criteria under the Fair Labor Standards Act (FLSA).

The 7 (k) system may be utilized even if a firefighter is paid on the basis of a 40-hour workweek. The Fire Chief and the Union President will meet and confer to determine a schedule (for shift personnel), which repeats and recurs on some multiple of between 7 and 28 days. The meet and confer will take place at the request of either party. The particular 7 (k) threshold that applies will depend on the employee's schedule. For 7 (k) systems, pay computations follow the regular FLSA rules, with the "work period" substituted for the normal "work week." For FLSA purposes, the Fire Chief will issue a policy statement.

F. "Workweek" means a workweek that repeats and recurs on a multiple of between 7 and 28 days (7(K) exemption under FLSA applies).

G. "Shift" means twenty-four (24) hours and "tour" means forty-eight (48) hours.

H. "Floater" means one sworn "Suppression Employee" hired to cover vacancies occurring from sick leave or vacations.

I. "Suppression Employees" means sworn full-time employees hired for emergency medical services and fire suppression duties on a fifty-six (56) hour workweek.

J. "General Employees" means full-time employees who work a forty (40) hour workweek.

**9. PROBATION.**

Employees shall serve a probationary period of not less than one year actual service and may be extended for up to an additional six (6) months as stated in Chapter VIII: Section 1a of the Sanger City Personnel Policies and Procedures.

**10. UNIFORM ALLOWANCE.**

A. City shall provide in January of each year, a uniform allowance to each employee in the amount of \$450.00. City shall provide in January and July of each year, one fire retardant shirt and pants *or* two fire retardant pants and no shirt. In lieu of fire retardant shirt and/or pant, the equitable amount will be credited towards the purchase of a Class A uniform or other uniform related items.

B. City shall replace or pay for the replacement of uniforms made unusable by reason of a particular incident occurring during an emergency response. Replacement of damaged uniforms shall be as approved by the Fire Chief or designee. The replacement of damaged uniforms shall not apply to uniforms which become unusable by reason of ordinary wear and tear and regular usage.

**11. HEALTH CARE.**

A. City shall provide a Health Care Plan for Employees and their dependents. The Health Care Plan shall include medical and prescriptions, vision plan, dental plan, and a Life Insurance Policy of \$10,000 for each employee.

B. City shall pay the entire premium for the life insurance plan, vision plan and dental plan costs.



C. The employee contribution of the medical care premium for dependents shall be \$45.00 per month. City shall pay the balance of the premium for the medical and prescription plan up to the City's cost of the PPO plan. For employees who choose another option at a greater cost than the PPO, the employee shall pay the difference between the plans to the City by automatic deduction from the employee's paycheck.

The City agrees to reimburse employees a fixed amount, as shown below, if the employee's dependents opt-out of the City's medical care plan:

Employee & Spouse	\$197.24 per month
Employee & Child(ren)	\$149.17 per month
Employee & Family	\$338.12 per month

To receive the above reimbursement, the employee must show proof that the dependents are covered on a non-City plan. Employees will be required to show proof on an annual basis.

D. Employees retiring from City service in good standing under a CalPERS service or industrial disability retirement may elect to continue coverage under the City's Health Plan including dependent coverage at the employer's contribution rate to be paid by the retiring employee. Said coverage shall continue until the employee and dependents become eligible for MEDICARE.

**12. OVERTIME.**

A. Rate. Employees shall be paid overtime at the rate of time and one-half of their regular rate of pay, including any special pay which is part of their regular rate (e.g. –educational compensation, bilingual pay, etc.).

B. Hours. Overtime shall be paid for all scheduled time worked in excess of 56 hours/week averaged over a 24 or 27 day period (depending on schedule), consistent with the

definitions of “hours worked” and “workweek” set forth in Section 7. (Employees are governed by the 7(K) exemption under FLSA).

C. Record Keeping. All overtime shall be recorded and paid on the basis of 15 minute increments rounded to the nearest increment, such that for each 15 minute increment, the Employee shall be compensated for one quarter hour of overtime.

D. Callback. Callback overtime shall be paid for unscheduled work in excess of a regularly scheduled shift, after the Employee has been released from duty, by reason of an emergency response.

“Unscheduled work” means work for which less than three (3) days notice was provided to the Employee, provided that the Employee may waive such notice. Callback overtime shall be paid to Employees at the rate of thirty-two dollars (\$32.00) for the first hour, or hourly overtime rate (whichever is more) and fifteen dollars (\$15.00) or time and one-half per hour (whichever is more) for every hour thereafter. Callback overtime does not include hours worked immediately before or after a shift worked by the Employee.

E. Off Duty Court Time. A minimum of three (3) hours pay at the rate of time and one-half shall be paid for each required court appearance. “Required court appearance” means an appearance in court required by City or related to the performance of duty.

F. Compensating Time Off. Employees may be granted compensating time off at the rate of time and one-half, to a maximum accumulation of 480 hours, at the discretion of the Fire Chief, as follows:

(1) Overtime earned as a result of fire or ambulance callback shall remain paid overtime in accordance with subparagraph (D);

(2) Compensating time off shall not be granted unless established staffing levels are maintained. Staffing levels shall be determined by the Fire Chief; and

(3) The Employee shall schedule, with a 72 hour notice, subject to approval of the Fire Chief or his designee, the use of compensating time off. Compensating time off scheduled in accordance with this subparagraph shall be subject to modification upon agreement by the Fire Chief on a case by case basis. Employees may elect to cash out their accrued compensating time off and shall be paid at the Employee's regular rate of pay.

G. City and Firefighters acknowledge that these overtime provisions could be abused without good faith on the part of both parties and agree to use their best efforts to prevent abuse in the system.

**13. HOLIDAYS.**

Employees shall receive 134 hours holiday leave on January 1 annually. They shall use their holiday leave consistent with Section 14A. Employees must use such 134 holiday hours during the calendar year in which they accrue. An employee who leaves City service during a year covered under this agreement shall be credited with holiday pay for holidays that have occurred while this employee was in City service, but has not yet taken the time off prior to leaving service.

If an employee has used holiday leave for a holiday that falls after they have separated from City service, the amount of leave received for that holiday (5.1538 hours per pay period) shall be deducted from their final pay upon separation.

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**14. VACATION LEAVE AND HOLIDAY TIME OFF.**

A. Vacation leave and holiday time off shall be scheduled by seniority choice. To implement this paragraph, a “time off schedule,” including holiday and vacation credit, shall be posted by December 1 of each year to solicit requests for time off. No later than December 31 annually, employees shall have scheduled all vacation and holiday hours to which they will become entitled during the succeeding year. Said schedule, when approved by the Fire Chief, shall be effective January 1 for that calendar year. Changes to the schedule during the year shall be subject to the approval of the Fire Chief. Bumping is not permitted without the consent of all affected Employees. At the Fire Chief’s discretion, employees may be blocked from taking shifts off for a week in November to facilitate the Training Officer’s Symposium training schedule. All other blocking of shifts on the Vacation Leave Calendar will only be permitted after a “meet and confer” by the City and the Association.

B. Vacation leave and holiday time may not be taken in units of less than two (2) hours.

**15. VACATION LEAVE.**

A. Accrual for Prior City Service. Employees who reenter City service after a layoff or military service shall be credited with service time accumulated prior to their separation for the limited purpose of determining their appropriate vacation leave accrual rates.

B. Use of Vacation Leave. Vacation leave may be taken only upon prior approval of the Employee’s supervisor. No more than one person on each shift may take vacation leave or holiday leave at the same time.

C. Donation of Vacation or Sick Leave. Employees may donate vacation or sick leave to other City employees who are ill or injured or otherwise unable to work and who have

exhausted all accumulated leaves. Such donations will be strictly voluntary and will be on an equal hour for hour basis.

D. Payment Upon Separation. Employees who separate from City service shall receive a lump sum payment or deduction for accrued vacation leave at the Employee’s base rate of pay at the time of separation, prorated for the calendar year.

E. Payment Upon Separation: Lay-off-Exception. Employees who are laid off or who enter non-temporary military service may defer vacation leave and holiday leave payoff in anticipation of re-employment with City. Such deferral shall not extend longer than two (2) years from the date of layoff or military separation. Payment shall be at the Employee’s base rate of pay at the time of separation from City service.

F. Vacation Leave Accrual and Mandatory Use Rates. Employees on 24 hour shifts shall use and accrue vacation leave at 1.4 times the accrual rate of general employees as indicated in the following table, based on 26 pay periods per year. All vacation time for the upcoming calendar year will be credited on January 1 of each year. All newly hired employee’s leave accrual will be prorated based upon hire date.

If an employee has used vacation leave for an amount that would have accrued after they have separated from City service, that amount of vacation leave shall be deducted from their final pay upon separation.

<u>Years of Service</u>	<u>Vacation Leave Accrual Rate</u>	<u>Vacation Leave Accrual (Yearly)</u>	<u>Mandatory Leave Use (24 Hour Shifts)</u>
0 through 5 years:	5.923 hrs/pp	154 hrs/yr	all
More than 5 years, up to 10 years:	7.769 hrs/pp	202 hrs/yr	all

More than 10  
years, up to  
15 years:

9.615 hrs/pp            250 hrs/yr            all

More than 15  
years:

11.461 hrs/pp            298 hrs/yr            all

G.      Vacation leave not used in the calendar accrued shall be cashed out on the first pay period in January the following year.

**16.    SICK LEAVE.**

A.      Use of Sick Leave for Illness. Sick leave is available only in the event of necessity for:

- The diagnosis, care or treatment of an existing health condition of, or preventive care for the employee:
- The diagnosis, care or treatment of an existing health condition of, or preventive care for the employee's family member. Family member includes:
  - Children (biological, adopted, or foster child, step child, legal ward or a child to whom the employee assumes parental duties without adoption) regardless of the age or dependency status of the child
  - Biological, adopted or foster parent, step parent or legal guardian of the employee or the employee's spouse or registered domestic partner or a person who assumed the parental duties without adoption of the employee when the employee was a minor child
  - Spouse
  - Registered domestic partner
  - Grandparent
  - Grandchild
  - Sibling

The amount of time an employee may take to care for a family member is one half of the employee's annual sick leave accrual as described in Section H;

- If the employee or employee's child is a victim of domestic violence, sexual assault, or stalking, to obtain or attempt to obtain relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety or welfare of the employee or child.

B. In order to receive compensation while absent on sick leave, the employee shall notify the supervisor at least one (1) hour prior to the time set for beginning daily duties, or as may be specified by the Fire Chief. The Employee shall report how long he/she expects to be off, whether he/she has a communicable disease; and whether the Employee is personally sick or is caring for other persons, and if so, the identity, relationship and condition of those other persons. When an absence is two (2) full consecutive tours, the Employee may be required to submit a physician's certificate or a personal affidavit to the Personnel Officer, substantiating the absence if the absence relates to the employee's own diagnosis, care, treatment or preventive care. Additionally, a doctor's certificate may be required of an Employee who has used more than six (6) shifts of sick leave during the twelve (12) months preceding said leave usage.

C. In no event shall an Employee be granted sick leave to oversee children who are not ill (babysitting).

D. Employees injured while in the performance of their assigned duties are eligible to receive up to one (1) year's leave to recuperate, during which they shall receive full pay with normal increments and benefits, and without loss of leave. After one (1) year the Employee may use sick leave previously earned, for additional recuperation if necessary.

E. Eligibility for sick leave shall be canceled upon separation of the Employee from City service, provided that if such separation is by layoff, the accumulated eligibility shall be restored to the Employee upon re-employment.

F. Employees shall be granted up to 6 months leave of absence (unpaid) to recuperate from a non job related injury or illness. Additional time may be approved by the City Manager on a case by case basis. Employees electing to use such leave of absence will have the option to continue medical benefits for the employee and dependents at the employee's contribution rate. Employee's electing to use such leave will accrue seniority and time off as if the employee was working.

G. Sick time accrual will be 200 hours annually with no maximum. Sick time account will be credited the entire year's calendar accrual on January 1. Sick time accrual for new hires shall be prorated based upon hire date.

If an employee has used sick leave for an amount that would have accrued after they have separated from City service, that amount of sick leave shall be deducted from their final pay upon separation.

At employee's discretion, the City will report sick time hours to CalPERS to be used as "Credit for unused Sick Leave" at employee's retirement.

#### 17. EMERGENCY LEAVE

Emergency Leave is available to employees at the discretion of the Fire Chief. The employee shall contact the Fire Department and explain the situation to include the amount of time necessary to mitigate the situation, how and where they can be contacted. If a Chief Officer is not on duty, the Officer on duty has the authority to grant the employee up to 6 (six) hours of Emergency Leave. The Officer on duty shall notify a Chief Officer of the absence. A Chief



Officer may extend the Emergency Leave beyond the 6 (six) hours. Emergency leave shall be granted on the basis of the information given by the employee of the situation. The employee shall not exceed 24 hours of Emergency Leave in a rolling 1 (one) year period. All Emergency Leave will be drawn from existing leave balances.

**18. JURY DUTY LEAVE**

In the event that the employee should be summoned to appear for jury duty or as a witness to court other than as a litigant, or summoned to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the employee, the City shall grant leave of absence to the employee without loss of pay or charge against any other paid leave benefit.

Employees summoned for more than one (1) business week, Monday thru Friday, shall be placed on a forty (40) hour work week to ensure that the employee is prepared for the summoned activities.

**19. LEAVE FOR CHILD-RELATED ACTIVITIES**

An employee who is a parent of school-age children (kindergarten to grade 12) may take up to forty (40) hours leave per year (not to exceed eight (8) hours in a calendar month) to find, enroll, reenroll, his or her child in a school or with a licensed child care provider, or to participate in the school activities of the school or licensed child care provider, if the employee, prior to taking the time off, gives reasonable notice to the Fire Chief of the planned absence. The employee shall utilize existing vacation leave, holiday leave or compensating time off for these planned absences. The employee may utilize time off without pay for this purpose to the extent made available at the discretion of the Fire Chief.

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**20. ANNIVERSARY DATE.**

Employees' entrance-on-duty anniversary date shall be used for the purposes of leave accrual and longevity pay. Employees promoted, demoted, reclassified or transferred shall not have their entrance-on-duty anniversary date changed as a result of such actions.

**21. WORK HOURS/REST PERIODS.**

A. **Shift Schedules.** Employees shall be assigned to a regular scheduled shift.

Employees designated "floaters" by the Fire Chief may be assigned to duty shifts other than designated herein. Employees shall be granted seven (7) calendar days advance notice of changes in schedule shifts, unless such change is due to illness or emergency. Notwithstanding the above, when a public or operational necessity for the efficiency of service, as determined by the Fire Chief, requires assignments other than according to the regular workweek, workday or work schedule, such alternate schedule may be ordered by City. Whenever there is a change in the existing workweek, work hours or work schedule (except regularly scheduled shift changes), City will advise the affected Employee(s) of the reason therefore. Nothing in this paragraph provides for or implies any additional compensation or benefit for work on a schedule other than the regular workweek or workday.

B. **Rest Periods.** Rest will be provided to Employees at the rate of 15 minutes for each four (4) hours worked. Except under unusual circumstances, rest periods will not be taken during the first or last hour of the workday. Since rest periods are paid time, nothing in this paragraph provides or implies additional compensation or benefit in the event a rest period is not received.

While on a 24 hour shift, Employees shall be entitled to rest period from 1900 hours to 0700 hours, during which time they shall not be required to perform non-emergency related

activities except as directed by the Chief. Academic/education training may be scheduled from time to time during such hours.

Employees shall be entitled to take two (2) meals daily, except who are held over more than one (1) hour after a shift, shall be entitled to take a breakfast meal.

City shall make provision for and Employees shall perform at least one (1) hour each day of physical training, other than during rest periods, at a time agreed upon by the Chief and Firefighters. Employees shall at all times keep themselves physically fit to perform the strenuous duties of firefighters.

C. The within provisions shall not be construed as requiring or implying that sworn personnel should be excused from any emergency related activities for purposes of meals, rest or physical training.

**22. OUT-OF-CLASS PAY.**

**A. Non-Shift Employees**

Employees assigned to out-of class positions shall receive pay at 5% above their regular rate, or the "A" step of the out-of-class position, whichever is greater, commencing on the 15<sup>th</sup> consecutive shift worked out-of-class.

**B. Shift Employees**

Qualified shift Employees shall receive, in addition to their regular rate of pay, compensation for working two (2) or more consecutive hours on an assigned shift in a higher classification (acting) at a rate of ninety cents (\$.90/hr) per hour for a Firefighter (Acting Engineer).

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C. Lieutenants Assigned to the Secondary Ambulance

Lieutenants shall receive 5% out-of-class pay when assigned to the secondary ambulance. This allows 5% out-of class pay for Engineers assigned to the primary ambulance and allows 5% out-of-class pay for Acting Engineers assigned to the primary response fire engine. Out-of-class pay shall be paid hourly.

**23. WAGES, COMPENSATION PLANS.**

The salary range and classifications of Fire Employees are listed on Attachment "A."

Employees shall receive 5% step increases after their first six (6) months, and annually on their anniversary dates until they reach the maximum amount authorized for the position.

**23A. Off-Schedule Pay Adjustment**

Effective July 1, 2016, on the date that payroll checks are distributed, employees in this Unit will receive compensation in an amount equal to 5% of their current base rate of pay. These payments shall not constitute an increase to employees' salary schedule. Compensation under this article shall terminate when an employee separates from the City or on June 30, 2017, or on the date of a new successor MOU whichever is earliest.

**24. BILINGUAL INCENTIVE.**

Employees who pass a test showing they are proficient in speaking Spanish or Hmong shall receive additional compensation at the rate of 5% of regular base pay.

**25. PARAMEDIC INCENTIVE.**

A. Fire Captains, Fire Lieutenants, and Fire Engineers maintaining a Paramedic license shall receive 10% Paramedic Pay and shall be reported to CalPERS as salary for final compensation.

B. Firefighter I's and Firefighter II's maintaining a Paramedic license shall receive 11% Paramedic Pay and shall be reported to CalPERS as salary for final compensation.

**26. APPOINTED POSITIONS**

A. Employees appointed by the Fire Chief to the position of Fire Mechanic, Paramedic Coordinator, Prevention Officer, Investigation Officer, or Training Officer will receive compensation that is 5% above their regular rate of pay. Compensation for said positions, except Fire Mechanic, will be reported to CalPERS as salary for final compensation.

B. The Fire Chief will have the sole authority to appoint and remove employees from said positions. The Fire Chief will have the authority to title and combine positions as needed.

C. Employees will only receive one 5% compensation for appointed positions regardless if the employee is appointed to more than one position.

D. The maximum number of Appointed Positions shall be as follows: (two) 2 Fire Mechanics, (one) 1 Paramedic Coordinator, (four) 4 Prevention/Investigation Officers, (one) 1 Training Officer.

**27. EDUCATIONAL PAY.**

A. Employees may receive additional compensation for special educational or training certifications which are relevant to the Employee's job classification, but which are not required for the job classification. Such compensation shall be awarded in increments of five (5%) percent of the Employee's regular base rate of pay for each special certification accepted by the City, not to exceed a total of 15% base pay, including previously authorized special education pay. Approved certifications are as follows: Fire Officer (CSFM), Chief Officer (CSFM), Fire Apparatus Driver/Operator 1 (CSFM), Hazardous Materials Technician (CSFM), AS/AA Degree or BA/BS Degree, Confined Space Rescue Operations (CSFM) for employees

hired prior to July 1, 2007; and such other special certifications as are approved by the Fire Chief and the City Manager. All educational pay will be reported to CalPERS as salary for final compensation.

B. Fire Officer (CSFM) is required for the rank of Fire Captain and Fire Lieutenant and not eligible for Fire Officer Educational Pay. Employees promoted to Fire Lieutenant who do not possess the Fire Officer (CSFM) shall have one year after promotion to obtain the certificate.

**28. LONGEVITY PAY.**

Fire employees who have been employed on a full-time basis with the City for a continuous period of 10 or more years and whose most recently completed performance evaluation was satisfactory or better and receives a rating of "Meets Expectations" or better, shall receive 2.5% of their regular base pay which shall be effective on the pay period following the employee's qualifying anniversary date.

Fire employees who have been employed on a full-time basis with the City for a continuous period of 15 or more years and whose most recently completed performance evaluation was satisfactory or better and receives a rating of "Meets Expectations" or better, shall receive an additional 2.5% of their regular base pay which shall be effective on the pay period following the employee's qualifying anniversary date.

The maximum additional compensation for longevity pay is 5%.

**29. RETIREMENT.**

A. Fire employees who meet the definition of a "classic member" per PEPR shall be enrolled in the 3% at 55 CalPERS benefit formula. "Classic members" shall contribute 9% toward the employee portion of CalPERS retirement contribution.

B. Employees hired after January 1, 2013, who meet the definition of a “new member” per PEPRA, shall be enrolled in the 2.7% at 57 CALPERS benefit formula. In accordance with PEPRA and CalPERS, the employee member contribution shall be 50% of the normal cost rate as defined by CalPERS.

**30. PROFESSIONAL CLASSIFICATIONS.**

It is recognized by City and Association that the Sanger Fire Department is staffed by professionals committed to serving the residents of Sanger. City and Employees agree to the tiered employment classification plan as follows:

1. There shall be (4) classifications below the level of captain.
2. Movement from the Firefighter I class to the Firefighter II class shall be based upon satisfactory performance on the job and receiving the State Certified Firefighter II Certificate, from CSFM.
3. Movement to higher level classifications shall be promotional, with selection accomplished using an objective testing procedure.

**31. HOURLY COMPENSATION RATES.**

The hourly pay rate shall be determined by dividing the number of work hours in a year (2912) by base annual salary.

**32. TOTAL COMPENSATION.**

Future discussions regarding matters of compensation shall be based upon a total compensation package, including costs associated with retirement, social security, health care, leave, workers’ compensation and industrial insurance.

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**33. BEREAVEMENT LEAVE.**

Unit members shall be entitled to bereavement leave without loss of pay or charge against any other paid leave benefit to the extent necessary for the employee to attend funeral services, up to a maximum of five (5) working days for each nonconcurring death in the immediate family; provided that such leave with pay shall not be authorized for time expended in business or estate matters. Immediate family means spouse, father, mother, son, daughter, sister, brother, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, sister in-law, brother-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, registered domestic partner, guardian, or ward.

**34. TUITION REIMBURSEMENT PROGRAM.** Employees may apply for reimbursement of tuition (equivalent to the cost of 18 units per semester at California State University Fresno or \$1,500.00 per semester, whichever is greater) and any other expenses actually incurred by the employee for approved educational programs consistent with the City's Employee Educational Reimbursement Policy. Association and City agree to meet and confer on proposed changes to the tuition reimbursement program contained in the Sanger City Code.

The City will attempt to schedule continuing education classes during on duty hours. However, if a Paramedic or EMT-1 attends a required continuing education class during off duty hours, the employee shall be compensated at the appropriate rate per Section 12A.

**35. MINIMUM STAFFING LEVELS**

The City will start each shift with a minimum of six (6) suppression employees. If the crew level drops below the minimum of six (6) after the start of the shift, it is the Fire Chief's prerogative to assign a suppression employee, provisional Paramedic, provisional EMT, or



reserve employee to maintain staffing levels. If off duty suppression employees are not available to work the vacancy, the Fire Chief shall staff at his/her discretion.

Each shift shall consist of a minimum of: one (1) Fire Captain or Fire Lieutenant, one (1) Fire Lieutenant or Firefighter Engineer, two (2) Firefighter I or II with Paramedic license, and two (2) Firefighter I and/or Firefighter II. If off duty suppression employees are not available, the Fire Chief shall staff at his/her discretion.

**36. TERM.**

This MOU shall become effective on July 1, 2016, and remain in effect through June 30, 2017. Association will deliver official Notice of Opening to City at least ninety (90) days prior to the expiration of this MOU.

This MOU supersedes all previous agreements between the parties. Any other Agreement or MOUs previously agreed to between the parties, excluding the Side Letter Agreement ratified on June 26, 2013 between the City and the Firefighters regarding a Health Reimbursement Arrangement, shall be considered of no force or effect.

For purposes of a successor multi-year agreement, the Association and City agree to a reopener to consider salary. Discussions on the salary reopener will begin in the month of November 2016.

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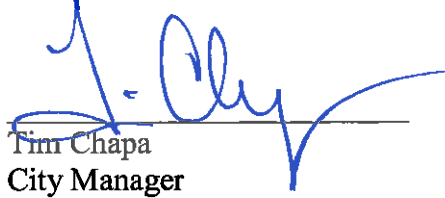
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**37. SIGNATURES.**

This Memorandum of Understanding has been ratified and adopted pursuant to the recommendation of the following representatives and executed this 21<sup>st</sup> day of October 2016.

**CITY OF SANGER**


  
\_\_\_\_\_  
Tim Chapa  
City Manager

**SANGER FIREFIGHTERS  
ASSOCIATION**

  
\_\_\_\_\_  
Richard Reed  
Labor Consultant

Approved as to legal form:

  
\_\_\_\_\_  
Hilda Cantú Montoy  
City Attorney

  
\_\_\_\_\_  
Craig Pitts  
Association President

  
\_\_\_\_\_  
Greg DuPuis  
Association Vice President

**CITY OF SANGER**  
**Sanger Firefighters Association**  
**SALARY RANGES**  
**ATTACHMENT "A"**

<b>Position Code</b>	<b>Position Title</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
F36	FIREFIGHTER I	\$ 3,277	\$ 3,441	\$ 3,613	\$ 3,793	\$ 3,983
	W/ 11% PARAMEDIC LICENSE	\$ 3,637	\$ 3,820	\$ 4,011	\$ 4,211	\$ 4,421
F37	FIREFIGHTER II	\$ 3,701	\$ 3,886	\$ 4,080	\$ 4,285	\$ 4,498
	W/ 11% PARAMEDIC LICENSE	\$ 4,108	\$ 4,314	\$ 4,529	\$ 4,756	\$ 4,993
F38	FIREFIGHTER ENGINEER	\$ 3,886	\$ 4,080	\$ 4,285	\$ 4,498	\$ 4,723
	W/ 10% PARAMEDIC LICENSE	\$ 4,275	\$ 4,488	\$ 4,713	\$ 4,948	\$ 5,195
F39	FIRE LIEUTENANT	\$ 4,182	\$ 4,392	\$ 4,611	\$ 4,841	\$ 5,083
	W/ 10% PARAMEDIC LICENSE	\$ 4,600	\$ 4,831	\$ 5,072	\$ 5,325	\$ 5,592
F40	FIRE/ADMINISTRATIVE CAPTAIN	\$ 4,498	\$ 4,723	\$ 4,959	\$ 5,207	\$ 5,467
	W/ 10% PARAMEDIC LICENSE	\$ 4,948	\$ 5,195	\$ 5,455	\$ 5,727	\$ 6,014