

**CITY OF OROVILLE  
RESOLUTION NO. 8202**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND  
THE OROVILLE FIRE FIGHTERS' ASSOCIATION**

**(Agreement No. 1436-10)**

**BE IT** hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Fire Fighters' Association. A copy is attached hereto as Exhibit "A".
  
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on April 1, 2014 by the following vote:

**AYES:** Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

**NOES:** None

**ABSTAIN:** None

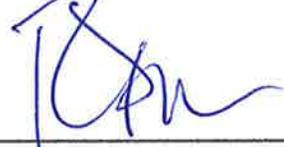
**ABSENT:** None

  
\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Scott E. Huber, City Attorney

**ATTEST:**

  
\_\_\_\_\_  
Randy Murphy, City Clerk

# MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

OROVILLE FIREFIGHTERS ASSOCIATION, LOCAL 2404  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS



This Amended and restated Memorandum of Understanding, hereinafter referred to as the "Memorandum," was approved by City Council Resolution No. 8202 adopted at its Regular Meeting of April 1, 2014.

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## **ARTICLE 1 - AGENCY SHOP**

The Oroville Firefighters Association (OFFA) has been declared an agency shop in accordance with Government Code Section 3502. Designation of an agency shop requires all employees in the bargaining unit to either join the recognized association, pay a service fee as determined by the association, or meet the religious objection requirement per Government Code Section 3502.5 (c).

The Oroville Firefighters Association (OFFA) represents the following classifications:

- Fire Captain
- Fire Engineer
- Firefighter

## **ARTICLE 2 - SCOPE OF AGREEMENT**

This agreement covers the wages, hours, terms, and conditions of employment for the term of the agreement for those employees represented by the OFFA.

## **ARTICLE 3 - PERSONNEL RULES AND REGULATIONS**

Changes to the City's Personnel Rules & Regulations, policies and Department Policies shall require a meet and confer with the OFFA prior to implementation.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

The City retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial:

- To manage and direct its business and personnel
- To manage, control, and determine the mission of its departments, building facilities, and operations
- To create, change, combine or abolish jobs, departments and facilities in whole or in part
- To subcontract or discontinue work for economic or operational reasons; to direct the work force
- To increase or decrease the work force and determine the number of members needed
- To hire, transfer, promote and maintain the discipline and efficiency of its members to establish work standards, schedules of operation and reasonable workload
- To specify or assign work requirements and require overtime
- To schedule working hours and shifts
- To adopt rules of conduct and penalties for violation thereof



- To determine the type and scope of work to be performed and the services to be provided
- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

Nothing in this Section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

## **ARTICLE 5 - PAYROLL DEDUCTIONS**

**PAYROLL DEDUCTIONS** - The City shall deduct an authorized amount from each employee's paycheck to be remitted to OFFA. The OFFA shall indemnify and hold the City harmless against all claims against the City as a result of implementation of this article.

## **ARTICLE 6 - SALARY**

**6.1 SALARY SCHEDULE** - The salary schedule for the OFFA is attached as Appendix "A".

**6.2 SALARY STEPS** - There shall be 5% between salary steps. Eligibility for advancement to Step F includes two (2) years in Step E within their current classification.

**6.3** If the annual audited fiscal year core revenue is 10% below the prior fiscal years core revenues then the City may reopen on salary section 6.1.

If the annual audited fiscal year core revenue is greater than 5% above the prior fiscal years core revenues then the OFFA may reopen on salary section 6.1.

If the annual audited fiscal year core revenues is 7% above the prior fiscal years core revenues then each classification shall receive a 2% COLA.

**6.4 COMPENSATION SURVEY** - Compensation studies shall include the following agencies:

- |              |                   |
|--------------|-------------------|
| 1. Roseville | 7. S. Lake Tahoe  |
| 2. Folsom    | 8. Woodland       |
| 3. Chico     | 9. Grass Valley   |
| 4. Redding   | 10. Red Bluff     |
| 5. Rocklin   | 11. Sutter County |
| 6. Yuba City |                   |

The City of Oroville agrees to complete a joint compensation survey with the OFFA annually in August, to keep the City aware of current salary trends. The compensation



survey shall include top step salary, maximum PERS-able benefits, employee "pick-up" and maximum health benefit contributions.

**6.5 SALARY INCREASES** - Bargaining unit members will receive the following salary increases:

2% effective October 1, 2014

2% effective July 1, 2015

2% effective June 30, 2016

**6.6 ADDITIONAL SALARY STEP** – The City will add an additional salary step (G Step) at five percent (5%) above the current top step F, effective January 1, 2015, which will be immediately available on to those bargaining unit employees at Step F for at least the preceding twenty-four (24) months. All other employees will be eligible to move to step G in accordance with existing City policies and procedures pertaining to salary step advancement.

#### **ARTICLE 7 - OVERTIME**

**7.1 OVERTIME** - Employees required to work in excess of one hundred and ninety-two (192) hours within the twenty-four (24) calendar day cycle shall receive one and one-half (1 ½) time their regular rate of pay. In computing hours worked in any 24-day cycle, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked.

#### **ARTICLE 8 - COMPENSATORY TIME OFF (CTO)**

**8.1 COMPENSATORY TIME OFF (CTO)** - Employees may accrue CTO in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

- a) No more than 240 hours of CTO may be banked.
- b) An employee's decision to elect CTO instead of overtime is irrevocable.
- c) Employees may cash out their CTO with two weeks written notice.
- d) Upon separation, the employee will be paid at the employee's current hourly rate of pay for their CTO bank balance.
- e) An employee must give 48 hours notice before using CTO.

An employee may request the use of CTO, which shall be granted when the fire department's scheduled shifts meet current minimum staffing without paying non-emergency overtime.

When an employee is assigned to work overtime, that employee will not take CTO in lieu of working that assigned overtime shift. The employee will either work that shift or find a suitable employee to fill their place.



## ARTICLE 9 - LONGEVITY PAY

9. The City shall provide the following longevity pay annually each December as follows:

<u>Years</u>	<u>Award</u>
15-19 Years	\$150.00
20 Years or More	\$300.00

The City Council shall decide on the timing and manner for the award presentation.

## ARTICLE 10 - UNIFORM ALLOWANCE

- 10.1 **UNIFORM ALLOWANCE** – Upon hire each employee covered by this Memorandum shall receive an initial clothing allowance of seven hundred fifty dollars (\$750) on their first paycheck and then will begin receiving a monthly allowance of \$62.50 at the start of the second year. Current employees shall receive a monthly uniform allowance of \$62.50 beginning January 1, 2011.
- 10.2 The City agrees to pay the initial cost of any ordered uniform article change.
- 10.3 The City agrees to replace any part of the work uniform damaged in the line of duty and not attributable to normal wear and tear. Such damage shall be reported to the Fire Chief or designee.

## ARTICLE 11 - OUT OF CLASS PAY

- 11.1 **OUT OF CLASS PAY** - When an employee works in a higher classification, the employee shall receive an additional 5% above their normal rate of pay for all hours worked in such classification.

## ARTICLE 12 - CALL-BACK PAY

- 12.1 In the event of a call-back or return to duty, an employee shall receive a minimum of four (4) hours, paid at one and a half times the regular rate of pay. The employee will be held on duty only for the duration of the emergency. If the time worked exceeds four (4) hours, then the employee shall receive pay for the time worked at the appropriate rate of pay, calculated to the nearest thirty (30) minutes.

## ARTICLE 13 - HEALTH BENEFITS

- 13.1 The City agrees to continue to provide insurance benefits for members and their dependents who are otherwise qualified and who desire coverage of Health, Dental, Life, Vision, and Long-term Disability Insurance.

City agrees to contribute \$729.00 per month per employee towards health and dental insurance premiums. Effective January 1, 2015, the City will increase its

current contribution toward medical insurance premiums for dependent coverage (employee plus one and full family) by \$75.00 per month.

- 13.2 IRS 125** - The City shall provide a program qualified under Section 125 of the Internal Revenue Code.
- 13.3 RETIREE MEDICAL** - Any employee who regularly retires from City service may convert their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement. The City agrees to allow retirees to move on or off the City's medical insurance if carrier allows for such action.
- 13.4 HEALTH INSURANCE REVIEW COMMITTEE** - The purpose of the Committee is on-going review of health, dental, vision plans, and the making of recommendations to the City Council, City Administrator and the respective employee group regarding benefit level, services, cost, and alternative plans. Committee members shall establish guidelines for conducting meetings and their frequency. Employees shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call-back pay for service on the Committee. Up to two members from each Association may attend the meetings.

The Committee shall have access to information as necessary to carry out its purpose.

- 13.5 APPROVAL OF FUTURE PLAN CHANGES** - Both the City and the OFFA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City agrees that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority vote of members in all employee Associations (OCEA, OFFA, OPOA, and OMMA) and Unrepresented Employees. Each Association or unrepresented employee will vote and the majority results will be counted as that Associations choice to approve or disapprove the proposed change in health plan(s).

#### **ARTICLE 14 - DEFERRED COMPENSATION**

- 14.1 DEFERRED COMPENSATION** - The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan without an employer contribution.

#### **ARTICLE 15 - RETIREMENT**

- 15.1** The City has contracted with the Public Employee Retirement System (PERS) to provide retirement benefits outlined and attached as Exhibit "C".



## **15.2 PERS CONTRIBUTIONS:**

### **EPMC -**

Effective upon ratification and approval of the MOU, and except as otherwise provided below, bargaining unit employees will pay 4% of the EPMC. Effective October 1, 2014, bargaining unit employees will pay an additional 2.5% of the EPMC, for a total of 6.5%. Effective July 1, 2015, bargaining unit employees will pay an additional 2.5% of the EPMC, for a total of 9%.

Payments shall be made pre-tax.

All OFFA bargaining unit members employed with the City prior to January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations.

Notwithstanding the EPMC provisions stated above, effective January 1, 2013, and upon hire, all new OFFA bargaining unit members shall receive the 2.7%@57 formula and shall pay 50% of the normal benefit formula and contribution rate. "New members" shall be defined as an individual who becomes a member of a public employee retirement system for the first time on or after January 1, 2013, and who was not a member of another public employee retirement system prior to that date, and who is not subject to reciprocity with another public employee retirement system.

## **15.3 PERS CONTRIBUTIONS AND PEPRA:**

Notwithstanding the terms of this agreement, during the term of the MOU, the City reserves the right to reopen this Article (15 – Retirement), if the City's PERS Employer Contribution Cost rises above 29%.

## **ARTICLE 16 - WORK SCHEDULE**

- 16.1** For the term of the MOU, the City agrees to maintain the current 48/96 work schedule, with the understanding that bargaining unit employees are required to provide a physician's note any time the employee calls in sick for one full shift ( A full shift is defined as 48 consecutive hours at work.).

By agreeing to continue the 48/96 work schedule for the term of the MOU, the City expressly reserves the right to evaluate the efficiencies and cost of the 48/96 work schedule one year from the date the City Council approves and adopts the successor MOU. To the extent this evaluation leads the City to propose any changes to the 48/96 schedule, the parties agree to meet and confer as required by State law before any changes are implemented. The parties further expressly agree that should the meet and confer process called for under this paragraph leads to an impasse, the factfinding procedures established under California Government Code section 3500 et. seq. rather than the City's interest arbitration procedures under City Resolution 6040 shall apply. The parties further expressly agree that should factfinding be invoked, they will split the cost of the factfinding panel.



**16.2 SHIFT AND STATION SELECTION PROCEDURE** - Shift and station shall be selected in order of classification seniority.

**16.2.1 PROCEDURES:**

1. The shift request will occur each year in October, prior to vacation selections.
2. Captains request first based on seniority.
3. Engineers request second based on seniority.
4. Firemen request last based on seniority.
5. The Chief reserves the right to deviate from this policy for the proper operation of the Department.

**ARTICLE 17 - STAFFING LEVELS**

**17.1** The City shall maintain a minimum staffing level of three personnel (line staff) on duty.

Inclusion of this policy in this Memorandum of Understanding in no way effects the City's rights as delineated in Article 4 of this contract.

In the interest of Health and Safety of OFFA employees assigned for extended periods to emergency incidents, the department authorizes the use of motels and other comparable facilities for sleeping and freshening up. The use of these facilities will be administered in accordance with department policy found in the Oroville Fire Department Policy and Procedures manual, Policy 1504.

Immediately following ratification and adoption of a successor labor agreement, the parties agree to meet and confer to discuss a change in staffing and acting assignment practices for the Fire Department. Specifically, in order to address and change the current Acting Pay practice in the Department, the City will propose committing to a daily staffing level of five employees per shift, made up of one captain, one lieutenant, two engineers and one firefighter. Minimum staffing will remain at three and the Department will be obligated to have at least one officer- captain or lieutenant – on duty for each shift.

This agreement to meet and confer over changes to staffing and acting pay practices is made with the understanding that should the parties' discussions not result in an agreement, the City may proceed with implementation of its proposed changes without having to go through impasse resolution proceedings, and more specifically, interest arbitration.

**ARTICLE 18 - PHYSICAL TRAINING TIME**

**18.1 PHYSICAL TRAINING TIME** - Each employee will have ninety (90) minutes of physical training per day. Time of day shall be determined by the Captain and/or Battalion Chief. The physical training time and dress time shall not interfere with emergency operations.



## ARTICLE 19 - HOLIDAY PAY

Each employee shall be credited for each holiday by eleven and two-tenths (11.2) hours of straight time pay.

**19.1** The following holidays shall be observed by the City:

- (1) New Year's Day, January 1
- (2) Martin Luther King Day, January
- (3) Lincoln's Birthday, February 12
- (4) President's Day, 3rd Monday in February
- (5) Memorial Day, last Monday in May
- (6) Independence Day, July 4
- (7) Labor Day, the 1st Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, 4th Thursday in November
- (10) The day after Thanksgiving
- (11) The day before Christmas
- (12) Christmas Day, December 25

## ARTICLE 20 - VACATION POLICY

**20.1 VACATION ACCURAL** - Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

1 to 4 years	120 hours
5 to 11 years	168 hours
11.2 hours for each additional year to a maximum of 224 hours	

**20.2 VACATION CARRYOVER** - The employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed due to accrual ceiling may petition the Fire Chief and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Fire Chief has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The employee's payroll check from the City shall serve as notification of the employee vacation accrual.

**20.3** An employee who during an anniversary year is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee

whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 242.66, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

- 20.4 VACATION SIGNUP** - Vacation signup will be based on Department Seniority. Vacation signup shall be on an annual basis beginning in November to be concluded by December; vacation requested after November shall be granted on a first come first serve basis.

## **ARTICLE 21 - SICK LEAVE**

- 21.1** Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or of the immediate family of an employee, which compels an employee to be absent from work. To qualify for sick leave, an employee must notify their supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.
- 21.2** An employee may be allowed a leave of absence from duty without loss of salary because of sickness or injury. Sick leave with pay is cumulative at the rate of eleven and two-tenths (11.2) hours for each month of service beginning the first calendar month following regular probationary employment.
- 21.3** An employee shall not be required to use any Sick Leave for medical and/or dental appointment(s) but may use accumulated Vacation time or compensating time off in lieu thereof.
- 21.4** Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.
- 21.5** Sick leave shall not be earned during a leave of absence without pay in excess of thirty (30) days.
- 21.6** Employees shall accumulate unused sick leave without limitation.
- 21.7 PHYSICIAN'S VERIFICATION OF ILLNESS** - Any employee who is absent on sick leave for three consecutive work days or more shall, at the request of the City, prior to returning to duty, provide the City with a physician's statement verifying that the employee was examined during the absence and found.
- 1) To be ill or injured to such an extent that the employee should remain absent from work during the period of absenteeism.
  - 2) To be medically ready to return to full active employment status upon the date the employee returns.



**21.8 SICK LEAVE INCENTIVE** - If an employee works without using sick leave during the months of January 1 through June 30, or July 1 through December 31 the City shall grant twelve (12) hours of additional vacation pay for each period.

**21.9 PERSONAL NECESSITY LEAVE** - Subject to the same requirements of advance notice and approval, an employee may be granted a maximum of one shift (24 hours) leave of absence in any calendar year without loss of pay in cases of personal necessity. Such leaves shall be deducted from the member's accumulated sick leave. Personal necessity includes matter related to an accident involving the member's person or property; appearance in court as a litigant or witness under official order. This leave specifically does not include any recreational use or any use related to present or prospective employment.

**21.10 ABUSE OF SICK LEAVE** - At any time management has reason to suspect abuse of sick leave, the supervisor may notify the employee in writing that for any future absence for illness or injury the employee shall be required to provide the City with a physician's statement verifying that the employee was examined and found to be ill or injured to such an extent that the employee should remain absent from work.

#### **ARTICLE 22 - BEREAVEMENT LEAVE**

**22.1 BEREAVEMENT LEAVE** - Employees who have completed six (6) months of service are entitled to receive up to one hundred and twenty hours (120) of bereavement leave per occurrence, which shall not be charged to the member's sick leave when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Fire Chief of the time of absence expected and the date of return to City service.

For the purpose of this article, an immediate family member is defined as spouse, natural, step or legal child, or parent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law, or registered domestic partner.

#### **ARTICLE 23 - MATERNITY LEAVE**

**23.1 MATERNITY LEAVE** - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government code 19991.6.

#### **ARTICLE 24 - MILITARY LEAVE**

**24.1 MILITARY LEAVE** - Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give the City Administrator as much notice as possible prior to taking leave.



## ARTICLE 25 - UNPAID LEAVE

**25.1 UNPAID LEAVE** - Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Fire Chief may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approved by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is more than thirty (30) days, the employee:

- A. Shall not accrue seniority.
- B. Shall not receive contributions towards any benefits.

## ARTICLE 26 - JURY DUTY

**26.1 JURY DUTY** - Every employee who is called or required to serve, as a trial juror shall, upon notification and appropriate verification submitted to their supervisor, be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court because of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a trial jury.

## ARTICLE 27 - EDUCATION REIMBURSEMENT

**27.1 EDUCATION REIMBURSEMENT** - Each employee shall have available for their use \$100.00 annual reimbursement to pay for registration, tuition, and materials required by their elective course, workshop, or seminar, based on the calendar year. Reimbursement will require successful completion, obtaining a "C" or better or a "PASS" grade for Pass/Fail courses. Documentation to this effect must be present. Elective courses shall conform to the definition of "Fire Department Related." Departmentally assigned courses shall not be deducted from the member's \$100.00 allocation.

**27.2 COMPENSATORY TIME FOR EDUCATION (CTO-T)** - Compensatory Time shall be granted to members for off duty elective course work at the rate of one and one-half (1 ½) times the hourly rate of pay, to the maximum of 120 hours per year, with an accrual ceiling of 240 hours. In the event the 120 hours per year and/or the 240 accrual ceiling has reached its maximum, members will be then be paid at the rate of one and one-half (1 ½) times the hourly rate of pay for all hours worked over the cap. Elective courses are any courses the employee can demonstrate are directly related to the job performed and/or increasing department activities or capabilities, require approval by management and review



for job-relatedness. Compensation will only be given for time spent in actual training or classroom setting.

**Accrual of Education Earned Comp Time:** Compensatory time earned through the attendance of an elective course shall be held in a separate comp time account to be designated by CTO-T, to be used in TIME OFF ONLY. Note: employee leaving the Department may NOT cash in unused balance of CTO-T. Exception: Upon retirement.

Compensatory time earned through course or training attendance at the request of the Department resulting in an overtime situation by analogy to Article 7.1 shall be credited by the rate one and one-half (1 ½ ). Such compensatory time shall be taken as time off only, but subject to payoff upon retirement. However, in the event the 120 hours per year or the 240 accrual ceiling has reached its maximum, members will be then be paid at the rate of one and one-half (1 ½ ) times the hourly rate of pay for all hours worked over the caps. Exception: HAZ-MAT Team personnel have the option for pay on required Department HAZ-MAT Team monthly meetings.

### **27.3 EDUCATION INCENTIVE PAY:**

Effective July 1, 2014, bargaining unit employees become eligible for the following incentive pays (Actual payment begins the pay period following the employee establishing the minimum requirements specified below):

Education Pay:

60 Units/AA/AS: \$125.00 per month.  
BA/BS: \$250.00 per month.

## **ARTICLE 28 - PROBATION**

- 28.1** All new hire appointments to positions in the OFFA shall be subject to a probationary period of 18 months of service, and serves at the will of the City. All promotional appointments to positions in the OFFA shall be subject to a probationary period of 6 months of service, and shall have no right to appeal failure of a promotional probation. The probationary period shall be regarded as an integral part of the examination process and shall be used to closely observe the employee's work for securing the most effective adjustment of an employee to their new duties, assignments and responsibilities in the new position and for rejecting any probationary employee whose performance does not meet required work standards. If the service of the employee is deemed unsatisfactory, the employee shall be notified that they have not satisfactorily completed probation.
- 28.2** During the probationary period, all new hires shall have all the rights and privileges afforded to other employees, except:



- 1) The use of the Grievance Procedure to grieve termination.
- 2) The City may agree to extend the probationary period for not more than 6 months and will notice the employee in writing of their intent to extend probation and the date in which the probation period ends. The OFFA shall be notified of all probation extensions.
- 3) Probation may be extended for the same time as any leaves of absence.

**28.3** In the event an employee is promoted and is rejected, they shall be reinstated to the position that they previously held at the time of promotion.

## **ARTICLE 29 - SENIORITY**

**29.1 OVERALL SENIORITY** - "Overall Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of continuous service with the City.

**29.2 CLASSIFICATION SENIORITY** - "Classification Seniority" is defined as the total time served in the classification or higher classification within the department.

**29.3 TIES IN SENIORITY** - Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking upon hire or appointment to the classification.

**29.4 SENIORITY LIST** - The Department shall provide a seniority list to the OFFA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

## **ARTICLE 30 - LAYOFF AND REEMPLOYMENT**

**30.1 LAYOFF** - Employees shall be subject to layoff for lack of work and/or lack of funds as determined by the council. A layoff, for purposes of this Article, shall be considered an involuntary separation of an employee because of lack of work and/or lack of funds.

### **30.2 NOTIFICATION OF LAYOFFS**

**30.3.1 NOTICE LETTERS** - As soon as the Council determines that a reasonable basis exists to believe that there will be a layoff, as defined in Section 6.1 above, the City will notify the OFFA by letter, along with information concerning the specific positions that may be eliminated or reduced. The City will send a second letter to the OFFA as soon as the City decides to recommend to the Council that a layoff occur.

**30.3.2 MEET AND CONFER** - As soon as possible following the sending of either letter, the City and the OFFA will meet and confer to discuss the impact of layoffs.

## **ARTICLE 31 - LAYOFF PROCEDURE**

**31.1 ORDER OF LAYOFF** - Whenever an employee is laid off, the order of layoff within

the classification shall be the employee employed the shortest time in the classification plus higher classification within the department.

- 31.2 BUMPING RIGHTS** - An employee who is laid off from a higher classification within the department shall have return rights to a previously held classification within the bargaining unit.

### **ARTICLE 32 - LIGHT DUTY**

- 32.1 LIGHT DUTY** - Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and employee have determined as an acceptable assignment, and shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City may require the approval of a physician prior to making an assignment under the provision. Employee will be assigned to a 40-hour workweek during the Light Duty assignment.

### **ARTICLE 33 - DISCIPLINE**

**33.1 Discipline** - The City may discharge, demote or suspend any employee who has completed the specified probationary period for cause, including, but not limited to: dishonesty, insubordination, drunkenness, incompetence, willful negligence, failure to perform work as required or failure to comply with the City's reasonable rules regarding safety, conduct and operations, or any conduct related to employment which impairs, disrupts, or causes discredit to the employee's employment to the City. In the event an employee feels the discharge or suspension is not for cause, the OFFA shall have the right to appeal the case through the Grievance Procedure. Probationary employees may be discharged for any reason, which, in the sole opinion of the City, is just and sufficient and such discharge shall not be subject to appeal.

**33.2 Presumption of Delivery** - Any written notice shall be conclusively presumed delivered to the employee on the date the written notice is personally served on the member. In the event that any notice is sent to an employee by certified mail, return receipt requested the notice shall be conclusively presumed delivered to the employee on the date the receipt was signed. In the event the certified mail is refused, or in the event the employee is absent without leave and no person at the address to which the certified mail is sent signs for such certified mail, then it shall be presumed that the notice was delivered as of the date the postal service returns the certified mail to the City.

**33.3 Departmental Action Prior to Imposition of Discipline** - Except in cases of an emergency, at least five (5) calendar days prior to the effective date of any disciplinary action against permanent employees, the Department Head shall give the employee written notice of the proposed disciplinary action, reasons for such action, a copy of the charges and material upon which the action is based, and the right to respond either

orally or in writing, or both, to the Department Head proposing disciplinary action prior to the effective date of such disciplinary action.

**33.4 Notice of Disciplinary Action** - Whenever a disciplinary action is taken against an employee, the employee shall be notified in writing. Such notification shall include, but is not limited to:

A. A statement of the disciplinary action to be taken against the employee,

B. A summary of the facts upon which the disciplinary action is based,

C. A statement advising the employee that written notice of the disciplinary action is to be placed in their official personnel file and that the employee has the right to appeal under the Grievance Procedure as set forth in this Memorandum.

The written notice of disciplinary action may be either personally served or mailed to the employee by certified mail, return receipt requested, and sent to the last known address, which the employee has furnished the City.

**33.5 Appeals of Discipline for Permanent Members** - An employee may appeal a disciplinary action by filing a grievance at Step 3 of the Grievance and Arbitration Procedure within ten (10) days of receiving the Notice of Disciplinary Action.

## **ARTICLE 34 - GRIEVANCE AND ARBITRATION PROCEDURE**

**34.1 PURPOSE** - This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

**34.1.1** To resolve grievances informally at the lowest possible level.

**34.1.2** To provide an orderly procedure for promptly reviewing and resolving grievances.

### **34.2 DEFINITIONS**

**34.2.1** A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

**34.2.2** As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.

**34.2.3** As used in this procedure the term "party" means an employee, the Association or the City.

**34.2.4** As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OFFA.

**34.3 TIME LIMITS** - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

**34.4 PRESENTATION** - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. On group grievances, no more than four City employees may participate while on duty,

whether grievant(s), representatives, or witnesses, unless otherwise approved by the City. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

**34.5 EMPLOYEE RIGHTS** - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed personally by the employee on all appeals.

**34.6 APPLICATION** - Grievances shall be brought through this Article.

**34.7 INFORMAL DISCUSSION** - The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association representative. Within five (5) calendar days, the immediate supervisor shall give a decision or response.

**34.8 PROBLEM-SOLVING COMMITTEE** - All grievances must be submitted to the Problem Solving Committee prior to filing a formal grievance, all grievance time lines shall be tolled during the problem solving process. The Problem Solving Committee shall have as its charge the responsibility of identifying the source and character of the problem and to recommend solutions to the Department, and to the City Administrator or designee. If a resolution is not reached within thirty (30) calendar days, then the grievant may proceed to the formal grievance process.

**34.9 FORMAL GRIEVANCE - STEP 1**

**34.9.1** If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

**34.9.1.1** Ten (10) calendar days after the event or circumstances occasioning the grievance; or

**34.9.1.2** Ten (10) calendar days of the decision rendered in the informal grievance procedure.

**34.9.2** A formal grievance shall be initiated in writing and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by the Association representative.

**34.9.3** Within ten (10) calendar days after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

**34.10 FORMAL GRIEVANCE - STEP 2** - If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) calendar days to the Fire Chief or designee. The grievant may be represented by the Association or designee. If the appointing authority or designee is the first level of appeal, the grievant may bypass Step 2.

**34.10.1** Within ten (10) calendar days after the initiation of the Step 2, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

**34.11 FORMAL GRIEVANCE – STEP 3** - If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) calendar days to the City Administrator. The Association or designee may represent the grievant.

**34.11.1**The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) calendar days of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) calendar days following the grievance hearing.

**34.12 ARBITRATION – STEP 4** - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) calendar days of receipt of the Step 3 decision.

**34.13 RESPONSE** - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

**34.14 COPY OF DECISION** - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

**34.15 ASSIGNMENT OF AN ARBITRATOR** - An arbitrator shall be jointly selected by the parties within ten days of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator.

**34.16 DECISION** - The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement. Nor shall the arbitrator substitute discretion in any case where the City is given or retains such discretion except as specifically provided in this Agreement. The arbitrator shall limit decision to the application and interpretation of the provisions of this Agreement.

**34.17 COSTS** - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties. The parties shall bear their own witness fees; however, OFFA shall not be charged any witness fees for City employees.



**34.18 WITNESSES** - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

### **ARTICLE 35 - RANDOM DRUG AND ALCOHOL TESTING**

**35.1 RANDOM TESTING** - OFFA agrees to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this agreement only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to employees represented by OFFA without written mutual agreement of the parties.

### **ARTICLE 36 - FIREFIGHTER CODE OF ETHICS**

OFFA members shall abide by the Firefighter Code of Ethics attached hereto as Appendix "B":

### **ARTICLE 37 - PERSONNEL FILE**

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

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

A log shall be maintained in the front of each individual personnel file that shall indicate each person, including the employee, the date, and purpose of all additions, deletions, entries, reviews, inquiries or other examinations of the personnel file. A copy of all information relating to commendations or discipline or any other topic placed in an employee's personnel file shall be given to the employee.

### **ARTICLE 38 - BULLETIN BOARD**

**BULLETIN BOARD** - A bulletin board shall be provided to the OFFA for use of Association business.



## **ARTICLE 39 - PEACEFUL PERFORMANCE**

The OFFA and employees agree that they will not engage in any strike, sympathy strike, slowdowns, or other concerted withholding of services. In the event of any such activity, the OFFA will take any such activity to a cessation immediately. The Association and all employees covered by this agreement acknowledge that any such activity by employees covered by this agreement is misconduct, which may lead to discipline up to, and including, termination.

## **ARTICLE 40 - SAVINGS CLAUSE**

Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid be reason of existing or subsequently enacted by legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

## **ARTICLE 41 - ZIPPER CLAUSE**

This Memorandum constitutes the whole agreement between the City of Oroville and the OFFA. There exists no other agreement or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OFFA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OFFA may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

## **ARTICLE 42 - TERM AND OPENING CLAUSE**

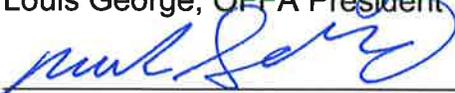
This Memorandum of Understanding shall be effective January 1, 2014 and shall remain in effect through June 30, 2016 and shall continue in full effect until a successor agreement is reached. Either party may request in writing to begin negotiations for a successor Memorandum of Understanding.



This memorandum amended by the City Council of the City of Oroville on April 1, 2014.

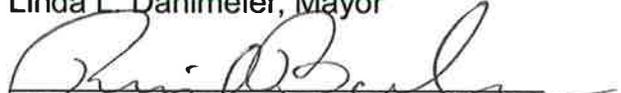
**OFFA**

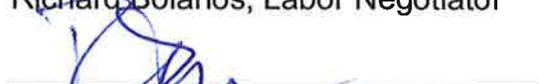
  
\_\_\_\_\_  
Louis George, OFFA President

  
\_\_\_\_\_  
Mark Salvo, Labor Negotiator

**CITY OF OROVILLE**

  
\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

  
\_\_\_\_\_  
Richard Bolanos, Labor Negotiator

  
\_\_\_\_\_  
Randy P. Murphy, City Administrator

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Scott E. Huber, City Attorney

**APPENDIX "A"**

**OROVILLE FIRE FIGHTERS' ASSOCIATION**

**Classifications & Compensation**

Council Approved April 1, 2014

**Effective 10/01/14 – 2% Salary Increase**

<b>CLASSIFICATION:</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	
<b>Fire Captain</b>	<b>\$58,296.49</b>	<b>\$61,211.31</b>	<b>\$64,271.88</b>	<b>\$67,485.47</b>	<b>\$70,859.76</b>	<b>\$74,402.76</b>	<b>Annual</b>
	\$4,858.04	\$5,100.94	\$5,355.99	\$5,623.79	\$5,904.98	\$6,200.23	Monthly
<b>Range 357</b>	\$20.02	\$21.02	\$22.07	\$23.17	\$24.33	\$25.55	Hourly
<b>Fire Engineer</b>	<b>\$49,631.45</b>	<b>\$52,113.03</b>	<b>\$54,718.67</b>	<b>\$57,454.61</b>	<b>\$60,327.34</b>	<b>\$63,343.69</b>	<b>Annual</b>
	\$4,135.95	\$4,342.75	\$4,559.89	\$4,787.88	\$5,027.28	\$5,278.64	Monthly
<b>Range 352</b>	\$17.04	\$17.90	\$18.79	\$19.73	\$20.72	\$21.75	Hourly
<b>Firefighter</b>	<b>\$45,135.97</b>	<b>\$47,392.77</b>	<b>\$49,762.40</b>	<b>\$52,250.53</b>	<b>\$54,863.06</b>	<b>\$57,606.23</b>	<b>Annual</b>
	\$3,761.33	\$3,949.40	\$4,146.87	\$4,354.21	\$4,571.92	\$4,800.52	Monthly
<b>Range 348</b>	\$15.50	\$16.27	\$17.09	\$17.94	\$18.84	\$19.78	Hourly

**Effective 01/01/15 – Step G @ 5%**

<b>CLASSIFICATION:</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>
<b>Fire Captain</b>	<b>\$58,296.49</b>	<b>\$61,211.31</b>	<b>\$64,271.88</b>	<b>\$67,485.47</b>	<b>\$70,859.76</b>	<b>\$74,402.76</b>	<b>\$78,122.90</b>
	\$4,858.04	\$5,100.94	\$5,355.99	\$5,623.79	\$5,904.98	\$6,200.23	\$6,510.24
<b>Range 357</b>	\$20.02	\$21.02	\$22.07	\$23.17	\$24.33	\$25.55	\$26.83
<b>Fire Engineer</b>	<b>\$49,631.45</b>	<b>\$52,113.03</b>	<b>\$54,718.67</b>	<b>\$57,454.61</b>	<b>\$60,327.34</b>	<b>\$63,343.69</b>	<b>\$66,510.85</b>
	\$4,135.95	\$4,342.75	\$4,559.89	\$4,787.88	\$5,027.28	\$5,278.64	\$5,542.57
<b>Range 352</b>	\$17.04	\$17.90	\$18.79	\$19.73	\$20.72	\$21.75	\$22.84
<b>Firefighter</b>	<b>\$45,135.97</b>	<b>\$47,392.77</b>	<b>\$49,762.40</b>	<b>\$52,250.53</b>	<b>\$54,863.06</b>	<b>\$57,606.23</b>	<b>\$60,486.55</b>
	\$3,761.33	\$3,949.40	\$4,146.87	\$4,354.21	\$4,571.92	\$4,800.52	\$5,040.55
<b>Range 348</b>	\$15.50	\$16.27	\$17.09	\$17.94	\$18.84	\$19.78	\$20.77



**OROVILLE FIRE FIGHTERS' ASSOCIATION**  
**Classifications & Compensation**  
 Council Approved April 1, 2014

**Effective 07/01/15 – 2% Salary Increase**

<b>CLASSIFICATION:</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>
<b>Fire Captain</b>	<b>\$59,462.42</b>	<b>\$62,435.54</b>	<b>\$65,557.32</b>	<b>\$68,835.18</b>	<b>\$72,276.95</b>	<b>\$75,890.81</b>	<b>\$79,685.36</b>
	\$4,955.20	\$5,202.96	\$5,463.11	\$5,736.27	\$6,023.08	\$6,324.23	\$6,640.45
<b>Range 357</b>	\$20.42	\$21.44	\$22.51	\$23.64	\$24.82	\$26.06	\$27.36
<b>Fire Engineer</b>	<b>\$50,624.08</b>	<b>\$53,155.29</b>	<b>\$55,813.05</b>	<b>\$58,603.70</b>	<b>\$61,533.89</b>	<b>\$64,610.56</b>	<b>\$67,841.07</b>
	\$4,218.67	\$4,429.61	\$4,651.09	\$4,883.64	\$5,127.82	\$5,384.21	\$5,653.42
<b>Range 352</b>	\$17.38	\$18.25	\$19.17	\$20.12	\$21.13	\$22.19	\$23.30
<b>Firefighter</b>	<b>\$46,038.69</b>	<b>\$48,340.62</b>	<b>\$50,757.65</b>	<b>\$53,295.54</b>	<b>\$55,960.32</b>	<b>\$58,758.35</b>	<b>\$61,696.28</b>
	\$3,836.56	\$4,028.39	\$4,229.80	\$4,441.29	\$4,663.36	\$4,896.53	\$5,141.36
<b>Range 348</b>	\$15.81	\$16.60	\$17.43	\$18.30	\$19.22	\$20.18	\$21.19

**Effective 06/30/16 – 2% Salary Increase**

<b>CLASSIFICATION:</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>
<b>Fire Captain</b>	<b>\$60,651.67</b>	<b>\$63,684.25</b>	<b>\$66,868.47</b>	<b>\$70,211.89</b>	<b>\$73,722.49</b>	<b>\$77,408.63</b>	<b>\$81,279.07</b>
	\$5,054.31	\$5,307.02	\$5,572.37	\$5,850.99	\$6,143.54	\$6,450.72	\$6,773.26
<b>Range 357</b>	\$20.83	\$21.87	\$22.96	\$24.11	\$25.32	\$26.58	\$27.91
<b>Fire Engineer</b>	<b>\$51,636.56</b>	<b>\$54,218.40</b>	<b>\$56,929.31</b>	<b>\$59,775.77</b>	<b>\$62,764.56</b>	<b>\$65,902.77</b>	<b>\$69,197.89</b>
	\$4,303.05	\$4,518.20	\$4,744.11	\$4,981.31	\$5,230.38	\$5,491.90	\$5,766.49
<b>Range 352</b>	\$17.73	\$18.62	\$19.55	\$20.53	\$21.55	\$22.63	\$23.76
<b>Firefighter</b>	<b>\$46,959.46</b>	<b>\$49,307.43</b>	<b>\$51,772.79</b>	<b>\$54,361.44</b>	<b>\$57,079.53</b>	<b>\$59,933.51</b>	<b>\$62,930.20</b>
	\$3,913.29	\$4,108.95	\$4,314.40	\$4,530.12	\$4,756.63	\$4,994.46	\$5,244.18
<b>Range 348</b>	\$16.13	\$16.93	\$17.78	\$18.67	\$19.60	\$20.58	\$21.61



## APPENDIX "B"

### Firefighter Code of Ethics

As a firefighter and member of the International Association of Fire Fighters, my fundamental duty is to serve humanity; to safeguard and preserve life and property against the elements of fire and disaster; and maintain a proficiency in the art and science of fire engineering.

I will uphold the standards of my profession, continually search for new and improved methods and share my knowledge and skills with my contemporaries and descendants.

I will never allow personal feelings, nor danger to self, deter me from my responsibilities as a firefighter.

I will at all times, respect the property and rights of all men and women, the laws of my community and my country, and the chosen way of life of my fellow citizens.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the fire service. I will constantly strive to achieve the objectives and ideals, dedicating myself to my chosen profession-- saving of life, fire prevention, and fire suppression.

As a member of the International Association of Fire Fighters, I accept this self-imposed and self-enforced obligation as my responsibility.

