

Memorandum of Understanding

between

**Fire Management Association
of the San Miguel Fire District**

and the

**San Miguel Consolidated Fire
Protection District**

July 1, 2010

through

September 30, 2010

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Preamble

This Agreement is entered into by and between the San Miguel Consolidated Fire Protection District, hereinafter referred to as "District", and the Fire Management Association of the San Miguel Consolidated Fire Protection District, hereinafter referred to as "Fire Management Association" or "FMA".

This Agreement is entered into pursuant to Government Code Section 3500-3510 and has been jointly prepared by the duly appointed representatives of the District and the FMA.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the FMA, to provide for equitable and peaceful adjustment of differences that may arise and to establish proper standards of wages, hours, and other conditions of employment.

The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of the employees represented by the FMA, have freely exchanged information, opinions, and proposals, and have endeavored to reach agreement on all matters relating to employment conditions and employee/employer relations of such employees.

Relationship by Objective has been adopted by the FMA and the District as the preferred committee process for joint Labor/Management decisions built on mutual trust and respect.

Article 1 - Recognition

- 1.1 The District recognizes the Fire Management Association as the "meet and confer" representative for all Battalion Chief Classifications.

Article 2 – Management Rights

- 2.1 The District, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by Federal, State and local laws and ordinances, the Constitution of the State of California, and the Constitution of the United States, including and without limitation, the rights:

- To determine and administer District policies, procedures, rules and regulations.
- Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions of their layoff, dismissal or demotion, and to promote and to transfer all employees.
- To determine District programs.
- To build, move or modify District facilities.
- To develop and administer the District budget.
- To determine methods of raising revenue.
- To take action on any matter in the event of an emergency.

- To delegate to the Fire Chief and other legally appointed officers, the operation of the District, its properties and facilities, including but not limited to innovative and experimental uses of the District facilities and experimental and pilot investigation of new fire science programs.
- 2.2 Employees may be assigned District owned vehicles, lockers, desks, cabinets and cases for the mutual convenience of the District and its personnel. All personnel are admonished that retention of personal items in vehicles, containers or facilities is at the risk of the employee and the District will not be held responsible for any losses other than those specified in Article 20 (Reimbursement for Lost, Stolen or Damaged Personal Property). District property is subject to entry and inspection for probable cause without notice, even if the employee has placed a personally owned lock on District property. Personal items found inside District lockers, desks, or vehicles may not be opened for inspection, i.e., briefcases, boxes, envelopes, etc. Upon conclusion of the inspection, the employee shall be notified in writing that an inspection was conducted. It shall be the District policy to conduct the searches herein identified in the presence of two Chief Officers and one Association representative. The search may be conducted in the presence of the individual who is assigned responsibility for said property.
- 2.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with Federal and State law.

Article 3 – Term of Agreement

- 3.1 This Memorandum of Understanding shall be effective upon the District Board and FMA member approval and shall remain in effect through September 30, 2010.

Article 4 – Effect of Agreement

- 4.1 The provisions of this Agreement, together with those wages, hours and other terms and conditions of employment in existence prior to the execution of this Agreement that are not changed by this Agreement shall constitute the wages, hours, terms and conditions of employment for the employees during the term of this Agreement. Terms of agreement shall be good for the duration of the agreement, except for salary and benefits. During the term of this Agreement, any item concerning salary and benefits provided hereunder shall remain in effect unless the parties jointly agree to revise the same through a written modification. Also, during the term of this Agreement, the provisions contained herein may be changed through the application of procedures provided in Section 3504.5 of the California Government Code.

Article 5 – Rules and Regulations

- 5.1 The FMA agrees that all of its members shall comply with all District policies, procedures, rules and regulations, including those relating to conduct and work performance. It is understood that over the term of this agreement the FMA meet with management through the RBO process on a comprehensive restructuring of the policies, indentified above. During this process, the parties agree to meet and confer if necessary as required by law.

Article 6 – Hours of Employment

- 6.1 The average workweek for Shift Battalion Chiefs computed over a one-year period, shall be 56 hours. The schedule shall consist of a system of three divisions, 4's and 6's (based on a 24 day work cycle). The work cycle is established as follows:

Four shifts (24 hours on, 24 hours off)
Four consecutive days off
Four shifts (24 hours on, 24 hours off)
Six consecutive days off

- 6.2 Personnel may be assigned to a 40-hour, Monday through Friday, Administrative Assignment, to accomplish needed work for the District. The terms and conditions of assignment to such work week shall be mutually agreed upon between the employee, the FMA, and the District. Administrative assignments for the FMA personnel which are for a greater than one month period shall include a 10% Administrative Assignment pay increase for the length of the assignment.
- 6.3 The FMA employees assigned to Administration shall be assigned to a Monday through Friday, 40-hour work week. Flexible schedules may be used upon mutual agreement between the employee and management.

Article 7 – Assignments

- 7.1 General assignment of Battalion Chiefs shall be determined by bid, using seniority by rank.
- 7.2 The District reserves the right to make individual transfers at any time based upon demonstrated administrative or operational need.

Article 8 – Employee Salaries

- 8.1 The salary schedule for employees covered by this Agreement is set out and attached hereto as Exhibit A. This Exhibit shall form part of, and be subject to, all provisions of this Agreement. Salaries are calculated based upon monthly salary to the nearest whole dollar.

8.2 Any employee covered by this Agreement that is assigned to a 40-hour full-time work week for a greater than one month period will receive a 10% straight day pay incentive for assignments. This will not apply to light-duty assignments.

8.3 All salaries will be paid to the employees through direct deposit.

Article 9 – Overtime Compensation

9.1 The District shall comply with the Fair Labor Standards Act (FLSA) as amended and as it applies to the fire service.

9.2 Fair Labor Standards Act (FLSA) - Firefighters: Under the Fair Labor Standards Act an employer must pay employees overtime for hours worked in excess of 40 hours per week. This overtime premium is one and one half (1-1/2) times the regular compensation rate.

Under Section 207(k) of the FLSA, as interpreted by the Department of Labor, employees engaged in fire protection or law enforcement activities with 28 consecutive day work periods (53 hours per workweek) are entitled to one and one half (1-1/2) times their regular compensation rate if they work excess hours. For fire protection employees, overtime must be paid for hours worked beyond 212 during the 28-day work period.

The San Miguel Fire District has adopted the 207(k) exemption and a 24 day work period for all Fire Management Employees. For the purposes of this Agreement, overtime at the rate of one and one half (1-1/2) times the regular compensation rate shall be paid for hours worked over 182 during a 24-day work period for 56-hour employees, and hours worked over 40 during a 7-day work period for 40-hour employees. Approved leave time is considered as hours worked for the purposes of FLSA overtime calculation.

9.3 Every full time employee covered by this Agreement shall be eligible for overtime pay. Overtime includes all overtime worked to fill normal positions, whether a full or partial shift. Voluntary overtime begins when the employee reports to the work location where the position is being filled. Employees working overtime shall be paid the hourly rate for the position they are filling in accordance with Article 14.2 of this agreement. Employees reporting for approved overtime shall be paid a minimum of two hours.

Article 10 – Time Reporting and Use of Leave Credits

10.1 All hours worked and leave credits taken shall be reported in 30-minute increments. 15 minutes or less shall not be reported. More than 15 minutes and less than 45 minutes shall be reported as 30 minutes. More than 45 minutes shall be reported as one hour.

Article 11 – Exchange of Shifts/Early Relief

11.1 Exchange(s) of shift/early relief are privileges granted by the Fire Chief or his/her designee. Shift exchange(s) may be denied by a Chief Officer at the time of request; the

reason(s) for denial shall be substantiated at the time of denial. Shift trades are between employees and shall not impact the District.

11.2 Shift exchanges ("trade time") shall follow these guidelines:

- A. Shift exchange requests must be approved by the Operations Division Chief. This request must be submitted in writing at least 24 hours prior to the planned exchange of shift.
- B. Once a shift trade has been approved, the responsibility of that shift belongs to that individual. The responsible person will work the shift or will be charged annual leave and it will be noted they failed to complete the shift exchange as agreed to. If the responsible person is on a strike team, overhead assignment, or special assignment, they will be credited with working the shift exchange and the overtime normally earned by that person would be given to the person covering behind them.
- C. All payback shift exchanges are considered fulfilled with hours worked or charged annual leave. In the event of an on duty injury during a shift exchange, the District shall cover the remaining portion of such shift.
- D. Anyone who fails to fulfill a shift exchange as described in item "B" (original or payback) twice in a six-month period may not be allowed to participate in any new shift exchanges for one year after the date of such failure.

Article 12 – Management Staffing

12.1 FMA shift staffing will normally be one Battalion Chief assigned per shift on a daily 24 hour 7 days a week schedule. Staffing levels below one per day are permissible, for the period Monday through Friday from 0800 to 1600 Hours. Operational needs during this time period will be maintained by the Division Chief Officer so designated by the Fire Chief. The District agrees not to use temporary personnel to meet minimum staffing levels.

12.2 This article is exclusive of any contractual services provided by the District.

Article 13 – EMT Terms and Conditions

13.1 The minimum first responder standard for Battalion Chiefs covered by this agreement shall be EMT-DC (Emergency Medical Technician with Defibrillator and Combitube endorsements). The District shall pay an EMT-DC incentive of \$600 or 1% of top-step Engineer base pay; whichever is greater. This payment will occur in the first pay-period of December of each year to each employee currently certified as an EMT-DC.

13.2 The District shall provide on-duty time and the necessary materials and instructors for employees to maintain their EMT-DC standard once achieved. Employees missing

scheduled training must make up such training on their own time. Employees failing District provided EMT-DC recertification shall obtain such recertification on their own time and own expense.

Article 14 – Acting Positions

- 14.1 Acting personnel shall comply with the regulations and orders of the position in which they are acting and shall be required to have knowledge of and be responsible and accountable for the proper execution of the duties of such rank. They shall be accorded all authority and privileges of the office in which they are acting, and shall be obeyed and respected accordingly.
- 14.2 Vacancies occurring on a planned or daily basis will normally be filled rank for rank from the voluntary Battalion Chief Overtime list. This would include any vacation or short term sick leave or LOA. On Monday through Friday, from 0800 until 1600, the District may use Division Chief Personnel for duty coverage, if available. On Monday through Friday, from 1600 until 0800, the remainder of the shift shall be filled with rank for rank overtime. On Saturday and Sunday, rank for rank overtime shall be used to fill the vacancy for the full 24 hours.

This does not preclude the ability of the District to fill long term vacancies occurring due to sick leave, LOA or other circumstances with move up or qualified acting personnel. Long-term vacancies are normally defined as eight shifts or longer. Upon learning of a long-term vacancy, the first four shifts must be filled rank-for-rank, using the voluntary overtime list, prior to filling the position with acting personnel.

The District may use other methods of filling vacancies if it has knowledge that the vacancy will exist for eight shifts or longer. If no one from the vacant rank is available for voluntary overtime, then others of higher rank shall be offered the overtime prior to any force back.

If no employee, on or off duty, of equivalent rank or certified to act in the vacant position is available, the Fire Chief or his/her designee may appoint personnel he/she feels most qualified to fill the vacant position until an equivalent or certified employee is available.

Article 15 – Limited (Light) Duty

- 15.1 Personnel on sick leave due to an off-duty injury or a non-contagious illness may be allowed to return to work in a limited duty status with the written consent of their physician. This option is at the discretion of the Fire Chief.
- 15.2 Limited duty may include most or all of the administrative duties normally performed by a Battalion Chief. Limited duty shall not include emergency duties.
- 15.3 Limited duty is available at the discretion of the District and is contingent upon a need existing for both the District and the employee.

- 15.4 The needs of the District and the utilization of an eligible employee's special skills shall be a determining factor in the assignment of limited duty. If more than one employee is on sick leave and limited duty is available, the alternation of personnel may be required. The employee with the longest sick leave or leave of absence should receive first consideration.
- 15.5 Requests for limited duty shall normally be for 30 days or less. Any extensions of non-industrial limited duty are to be reviewed and considered by the Fire Chief in the same manner as the original request.
- 15.6 The granting of limited duty is with the understanding that the employee's injury or illness is of a temporary or nonpermanent nature. The employee is expected to return to full duty when cleared to do so by his/her physician.
- 15.7 Return to full duty can only be accomplished by obtaining written clearance from the physician treating the employee. The employee shall, as soon as possible, notify the Administrative Division Chief or the designated Duty Chief regarding his/her medical status.
- 15.8 Personnel on limited duty shall continue to accrue annual and sick leave based on the prevailing workweek for that employee's full duty status.
- 15.9 Suppression personnel assigned to limited duty will be assigned to a 40 hour duty week and will not be eligible for time and one half (1-1/2) compensation until they exceed 40 hours per week.
- 15.10 The formula for converting a 56-hour workweek to a 40-hour workweek and back to a 56-hour workweek for sick leave and annual leave is:
- Total hours divided by 56, times 40 equals total hours on 8 hour work day (subtract time)
 - Total hours divided by 40, times 56 equal total hours on 24 hour day (add time)
- 15.11 Employees on LOA due to an on-duty injury shall be brought back on light duty as soon as allowed by the treating physician.

Article 16 – Personal Exposure Record

- 16.1 The District shall fund the cost of the California Professional Firefighters Personal Exposure Record for each employee.

Article 17 – Insurance Benefits

- 17.1 During the term of this Agreement, the District agrees to provide employees with employee and dependent health insurance coverage subject to the limitations specified in Articles 17.2 - 17.6.

- 17.2 The District shall pay up to the cost for the employee and two or more dependents based on the cost of the Kaiser Permanente, San Diego plan.
- 17.3 Employees not participating in a District offered health insurance plan shall maintain and, upon request, show proof of medical insurance, with coverage consistent with that of District recognized plans.
- 17.4 During the term of this agreement, the District shall contract with the California Public Employees' Retirement System (CalPERS) for health insurance coverage.
- 17.5 The District shall provide an IRS 125 Plan.
- 17.6 The District shall pay up to \$80.75 monthly per member for dental coverage. All recognized employee groups shall mutually agree upon the dental provider.

Article 18 – Retirement Benefits

- 18.1 The retirement benefits for the employees covered in this Agreement are as specified in the current contract with CalPERS. Said contract shall form part of, and be subject to, all provisions of this Agreement.
- 18.2 The employees' share of the retirement contribution is 9%. All FMA members shall pay the full employee share (9%) of their retirement contribution.
- 18.3 The retirement formula for all members of the FMA is 3% @ 55.
- 18.4 The District will provide the following CalPERS contract options;
- Highest 1 year compensation
 - Credit for Unused Sick Leave
 - Post –Retirement Survivor Allowance
 - 4th Level 1959 Survivor Benefit, monthly member cost to be paid by the District
 - Military Service Credit as public service
 - Cost of Living Allowance (2%)
 - Improved Non-Industrial Disability Allowance

Article 19 – Uniform Allowance

- 19.1 All protective clothing and/or protective devices required of employees in the performance of their duties shall be furnished and maintained by the District, without cost to the employees, in accordance with State law and CAL-OSHA regulations. All footwear with the exception of turnout boots are not considered protective devices for the purposes of this article, although such footwear shall still meet any applicable safety standards.

- 19.2 All FMA personnel shall be allotted the sum of \$700 per year as a uniform allowance for the purchase, alteration, maintenance and replacement of the Class "B" (work) uniform, cleaning and replacement of the Class "A" (dress) uniform, and all footwear except turnout boots. Effective January 1, 2007, the minimum standard for the Class "B" (work) uniform will be the approved Nomex Lion Apparel, identified in the Department Policy and Procedure manual.
- 19.3 The District shall provide a Class "A" uniform to each employee upon completion of probation. Maintenance and repair of the Class "A" shall be in accordance with Article 19.2.
- 19.4 The uniform allowance shall be paid directly to eligible employees in the first pay period of July each year. Uniform allowance shall be paid on a fiscal year basis and new employees shall be prorated from month of employment.
- 19.5 The minimum amounts of uniform items in good repair maintained by each employee shall be established by District policy. Periodic uniform inspections shall be conducted by management to ensure compliance with developed policy.

Article 20 – Reimbursement for Lost, Stolen or Damaged Personal Property

- 20.1 Replacement of personal property lost, stolen or damaged while on duty shall be compensated at full replacement value. These items include eyeglasses, hearing aids, wristwatches damaged or destroyed (in a manner other than normal wear and tear) and items of personal property authorized to be in the station, which are stolen while the on-duty employee is out of quarters.
- 20.2 Lost, stolen or damaged items must be verified by a Chief Officer during the work shift the alleged loss, theft or damage occurred or was noticed. The District shall be furnished a copy of the police report if one is filed.
- 20.3 Items lost, stolen or damaged due to negligence are not covered.
- 20.4 Employees are responsible for securing personal items and ensuring station security so as to avoid loss or theft of personal items.

Article 21 – Education and Certification Incentive Pay

- 21.1 An educational incentive pay shall be paid to those employees who have attained the following degrees. The maximum Education and Certification Incentive Pay that may be obtained is 6%.
- AA/AS degree = 2% of base pay
 - BA/BS degree = 4% of base pay
 - MA/MS degree = 6% of base pay

Upon proof of completion for the degrees listed above, the employee will begin to receive the educational incentive pay at the start of the next pay period.

- 21.2 Bilingual Pay: The District will provide additional compensation in the amount of \$600 for performance of bilingual skills. This lump sum payment shall be paid in the first pay period of December of each year.

In order to qualify for and receive bilingual pay, employees may be asked to pass a bilingual proficiency test in the Spanish language as determined appropriate by the District. The District reserves the right to include other languages as eligible for bilingual pay at some future date.

Article 22 – Education Reimbursement

- 22.1 Education reimbursement provided by the District shall be in accordance to the following schedule and requirements:

Employees pursuing a degree shall present the District with a degree completion plan including a list of courses the employee needs in order to achieve a degree. Education reimbursement shall then be authorized in accordance with the employee's plan. The employee must successfully complete college courses with a minimum letter grade of C. Costs eligible for reimbursement of college courses includes tuition and the net cost of books. Employees may update their course list once a year in July, consistent with any new requirements for degree completion. Such new requirements shall be provided in writing by the school the employee is attending.

Courses specifically related to State certification in an employee's classification or line of promotion, classes in basic computer skills, Spanish as a second language, and technical classes/seminars can be eligible for education reimbursement.

The California Fire Instructors Workshop or similar conferences that offer continuing education units (CEU's) are eligible for education reimbursement. Costs eligible for reimbursement for these classes, seminars or certifications include tuition or registration fees, books and reasonable travel expenses including lodging, airfare and meals.

Classes or seminars available on a local basis must be taken locally to be reimbursable. Reimbursement for attendance at all of these type classes or seminars must be pre-approved.

- 22.2 A progressive scale of education reimbursement funds shall be allotted based on units successfully completed as follows:
- \$750 = 0 units up to AA/AS
 - \$1,000 = AA/AS up to BA/BS
 - \$1,250 = BA/BS achieved

Proof of successful class completion is required before reimbursement is approved.

Article 23 – Holidays

23.1 Holidays recognized by the District are as follows:

- | | |
|---------------------|-------------------------------|
| 1. New Year's Day | 2. Martin Luther King Jr. Day |
| 3. Presidents' Day | 4. Cesar Chavez Day |
| 5. Memorial Day | 6. Independence Day |
| 7. Labor Day | 8. Veterans' Day |
| 9. Thanksgiving Day | 10. Day after Thanksgiving |
| 11. Christmas Day | |

23.2 During the first pay period in January of each year, each FMA employee shall be compensated at straight time for 5.5 holidays (132 hours) as compensation for holidays worked during the previous calendar year (January through December).

23.3 Suppression employees with less than five years of employment with the District may, in lieu of cash compensation, elect to convert three holidays to three days of annual leave at a 1:1 ratio. Suppression employees with more than five years of employment with the District may, in lieu of cash compensation, elect to convert the holiday hours (132) to annual leave at the ratio of one hour of annual leave for each one and one half (1:1.5) hours of holiday time (maximum 88 hours credited to annual leave).

Article 24 – Annual Leave

24.1 Annual Leave Earn Rates:

<u>Year</u>	<u>56-Hour Employees</u>	<u>40-Hour Employees</u>
• 1-5	24.50 hours per month	17.50 hours per month
• 6-10	29.00 hours per month	20.50 hours per month
• 11-15	33.50 hours per month	24.00 hours per month
• 16-20	35.50 hours per month	25.50 hours per month
• 21-25	37.50 hours per month	27.00 hours per month
• 26 & up	39.00 hours per month	28.00 hours per month

Employees begin earning the higher rate the month after the threshold year of service (i.e., five years and one day = 20.50 hours per month earn rate). Employees may be placed at a higher earn rate upon recommendation of the Fire Chief and approval of the Board of Directors.

24.2 All annual leave is to be charged on an hour-for-hour basis to the nearest half-hour consistent with Article 10. No employee may accumulate more annual leave hours than he/she would earn in a one year period. 56-hour employees may not accumulate more

than 2912 hours of annual leave. 40-hour employees may not accumulate more than 2080 hours of annual leave.

- 24.3 Excess annual leave (over the one year maximum balance) will be compensated in cash at a rate of 1:1 on or about July 1st of each year according to the following formula: Annual leave balance on books on June 30th minus one years' accrual. Employees may voluntarily cash out any and all hours of annual leave upon approval of the Fire Chief.
- 24.4 Employees who have accrued the maximum number of annual leave hours, and who will be paid for 31 or more hours, will have the option of taking part or all of the time off in lieu of pay, if overtime coverage can be arranged. The employee will be charged one and one half hours for each hour of annual leave taken to compensate for the time and a half coverage compensation.

Article 25 – Sick Leave

- 25.1 Sick leave shall no longer be earned. All accrued sick leave shall be frozen at current value as of June 30, 1997. All sick leave hours shall have a cash value of 3:1, except for any frozen sick leave on the books prior to Consolidation (July 1, 1988) which may be converted to new leave credits on an equal value basis or cashed out at 1:1 for the same value at the time it was frozen.

Article 26 – Family Sick Leave

- 26.1 It is the policy of the District to grant 56-hour employees up to two cycles (eight shifts) and 40-hour employees up to three weeks of his/her accrued sick leave per occurrence for the purpose of providing required care to a family member who is ill and/or unable to care for him/herself. The employee shall provide a physician's substantiation of the family member's illness/injury if so requested by his/her supervisor.
- 26.2 For the purposes of this Article, "immediate family" is defined as the employee's parent, stepparent, spouse, child, stepchild, adopted child, brother, sister, mother-in-law, father-in-law, or grandparent.
- 26.3 The District shall periodically review its policy regarding Family Sick Leave to ensure conformance with all current State and Federal laws that apply and shall provide amended verbiage for this article if necessary to comply with such State or Federal law.

Article 27 – Sick Leave upon Retirement or Economic Lay Off

- 27.1 Upon retirement or economic lay off, suppression employees shall be paid for all accrued unfrozen sick leave up to the maximums established in Article 26.1 and 26.2, at a ratio of 3:1 (three hours of accrued unfrozen sick leave = one hour pay) at that employee's current salary. Upon retirement, employees have the option to apply sick leave time toward retirement credit on an hour-for-hour basis.

- 27.2 The balance of accrued sick leave earned by suppression personnel up to the close of fiscal year 1987/88 (maximum accrual, 960 hours based on a 56-hour workweek, and which has not been redeemed for cash) shall be compensated at 100% (1:1) upon retirement based on the 1988/89 fiscal year hourly rates. Time accrued prior to July 1, 1988 shall be frozen and may be withdrawn; however, it may not be added to or replaced.

Article 28 – Bereavement Leave

- 28.1 It is the policy of the District to grant employees reasonable bereavement time off, without loss of pay, when a death occurs in an employee's immediate family, and, when staffing permits, to attend the funeral of a deceased co-worker.
- 28.2 Employees shall be granted three consecutive working shifts leave with pay within a two-week period of a death in their immediate family (a maximum of 72 hours for 56-hour personnel, and 24 hours for 40-hour personnel). Additional leave is allowed provided the employee has sufficient annual or sick leave available. Employees learning of the death of an immediate family member while on-duty shall, in addition, be given the remainder of that shift off.
- 28.3 For the purposes of this Article, "immediate family" is defined as the employee's parent, stepparent, spouse, child, stepchild, adopted child, brother, sister, mother-in-law, father-in-law, or grandparent.
- 28.4 Employees may use available sick or annual leave credits for time off due to the death of other family members not listed in Article 28.3.

Article 29 – Emergency Time Off

- 29.1 Emergency time off not qualified as Sick Leave, Family Sick Leave, or Bereavement Leave, shall be charged against the employee's available Annual Leave.

Article 30 – Leave for Jury Duty and Subpoenaed Witness Service

- 30.1 The District cooperates fully with local, State and Federal courts in allowing employees to serve on juries without any financial loss. Any regular or probationary full time employee who is required to serve as a juror, shall be entitled to a leave of absence with pay while performing services as a juror.
- 30.2 Employees who are called for jury duty will receive full compensation according to Article 30.1 above, for that period of absence provided they furnish verification of jury service to the Administrative Division Chief.
- 30.3 In the event that the absence of an employee from work causes a hardship on the District, the District may petition the Jury Commissioner to excuse the employee from jury duty.

- 30.4 To insure proper shift coverage, an employee who receives a notice of jury duty shall, within 24 hours of receipt of notice, notify and present the notice to the Operations Chief.
- 30.5 During jury duty, the District will provide coverage one-hour prior to the required reporting time, or reasonable travel time to the required court.
- 30.6 Employees are required to return to work immediately after jury duty, unless the employee is on an administrative assignment, and the jury duty ends at the employee's normal end of shift.
- 30.7 Employees who are required by subpoena to be present at court as a witness due to a court case that was encountered on duty shall be compensated for their time at court at straight time while on duty and at an overtime rate of one and a half times the regular compensation rate if required to be in court while off duty.

Article 31 – Leave for Military Service

- 31.1 Employees requiring leave of absence to fulfill military obligations may be granted leave without pay, along with reemployment rights as provided by State and Federal laws currently in effect.
- 31.2 An employee who wishes to voluntarily incur military obligation involving one or more periods of active duty must obtain prior approval of the Board of Directors. (Such voluntary military service shall be without pay.)
- 31.3 An employee who is actively serving in the Military Reserve, National Guard, etc. shall be required to provide for his/her own time off. It shall not be the District's responsibility to provide time off, time off with pay, or standby overtime coverage for the employee. If the employee wishes, a leave of absence may be requested pursuant to Article 35.

Article 32 – Maternity Leave

- 32.1 An employee who is disabled from performing her duties because of pregnancy, childbirth or related medical conditions may have a leave of absence without pay for the period of such disability, not to exceed a total of four months. The employee may use any accrued paid leave, such as annual or sick leave, before beginning an unpaid leave. An employee who becomes pregnant must notify her immediate supervisor of the pregnancy and the approximate date of delivery or date she expects to begin a leave of absence.
- 32.2 A pregnant employee who wishes to continue working, but has work limitations resulting from the pregnancy, shall provide the District with a statement from a licensed physician indicating all work limitations. The District will make a reasonable effort to provide the employee with work that meets the limitations but, if no such work is available, the employee will be eligible to begin her pregnancy disability leave of absence.

- 32.3 The four-month period of a pregnancy disability leave of absence is a cumulative period, including all absences caused by the pregnancy. Within a reasonable time after delivery (usually six to eight weeks) the District may require an employee on pregnancy disability leave to provide a physician's statement of her fitness to return to work and any ongoing disability or work restrictions. Before returning to work, the employee must provide a physician's statement of her fitness for duty.

Article 33 – Catastrophic Leave Bank

- 33.1 Employees may donate sick or annual leave to a catastrophic leave bank to be used by District employees. Employees shall notify the Administrative Division Chief in writing, or by electronic mail, of the amount and type of hours to be donated to the bank. Once donated, all time remains in the bank. The District shall convert all hours donated into a monetary amount equivalent to the value of the leave donated. The monetary amount necessary to cover the absence of an employee using the catastrophic leave bank would then be subtracted from the bank as the time is approved and used.
- 33.2 Use of this leave bank must have the prior authorization of the Fire Chief. In order to access the catastrophic leave bank an employee must be off work from non-industrial causes with a prognosis of ability to return to work. The employee must have used, and continue to use as earned, all available leave credits. Continued use of the catastrophic leave bank by an employee must be approved after each three months of use.
- 33.3 Employees may donate sick or annual leave in accordance with the provisions of Article 33.1 to catastrophic leave banks set up by the District for employees not covered by this agreement.

Article 34 – Unpaid Leaves of Absence

- 34.1 Occasionally it may be necessary for an employee to be absent from work for an extended period of time. Leaves of absence for limited periods of time are permitted depending on the reasons and circumstances prompting such request. A leave of absence must be supported by valid reasons and approved by the District. Such leaves shall be without pay.
- A. An employee desiring a leave of absence must present a written request, through channels, to the Fire Chief. The written request must contain the anticipated length of the absence with dates and circumstances prompting such a request.
- B. The Fire Chief shall review and act upon a request for leave of absence for personal reasons in consideration of the following factors:
1. The purpose for which the leave is requested.
 2. The length of time the employee will be away.

3. The effect the leave will have on the ability of the Division to carry out its responsibilities.
 4. The employee's position and length of service.
- C. To be valid, a leave of absence must be confirmed in writing. An approved leave of absence will not be extended beyond the date of the initial written request without further written approval.
 - D. An employee who has been granted a leave of absence shall give a two week notice of intent to return to work and the District shall be under no obligation to reemploy him/her before the expiration of the approved return to work date. Failure to notify the District two weeks in advance may result in a delay of reinstatement of up to two weeks.
 - E. A leave of absence of 30 calendar days or less may be approved by the Fire Chief. A leave of absence over 30 calendar days must be approved by the District Board of Directors.

Article 35 – Effect of Unpaid Leave of Absence on Employee Benefits

- 35.1 Time spent on unpaid leave of absence, except a mandatory military leave of absence, will not be counted as time employed or in determining an employee's eligibility for benefits that accrued on the basis of length of employment.
- 35.2 An employee on unpaid leave of absence is not entitled to health benefits except as specified in the District medical insurance policy in effect at the time.
- 35.3 An employee on unpaid leave of absence may have his/her health benefits continued, providing the employee shall prepay monthly in full the amount of premium necessary to maintain such benefits.
- 35.4 While on unpaid leave of absence, an employee shall not accrue or be paid for any holiday, annual or sick leave that he/she may have otherwise accumulated.

Article 36 – Reinstatement to Position Following Unpaid Leave of Absence

- 36.1 The District will make every effort to reinstate an employee to the same position he/she previously occupied or to a similar position following an unpaid leave of absence.

If the District cannot guarantee that the same or a similar position will be immediately available at the time an employee desires to return to work, the employee shall be notified in advance of taking an unpaid leave of absence.

- 36.2 All personnel on an unpaid leave of absence of over sixty calendar days must have a routine physical examination, at his/her expense, prior to returning to work. Such

employees must produce a signed copy of District Form 4 - Physician's Release of Ill or Injured Worker.

Article 37 – Employee Access to Personnel Records

- 37.1 All employees may review their personnel records during normal business hours, Monday through Friday, between 0800-1700 hours. An appointment to review such records must be made with the Administrative Division Chief. It is the intent of this policy that employees will not be required to wait more than four calendar days (excluding weekends and recognized District holidays) to view records after making a request unless the Administrative Division Chief is on leave or out of the District on District business.
- 37.2 Employees shall not copy any letters, records, documents or any other printed materials from their personnel records without prior approval of the Administrative Division Chief.
- 37.3 All letters, records, documents and any other material relating to verbal and/or written reprimands, disciplinary action and/or suspensions, shall be considered public records and, as such, shall remain in the employee's personnel file.
- 37.4 In addition to all adverse action documents placed in an employee's file, all formal corrective measures taken to assist an employee with rehabilitation and/or to improve poor job performance shall be documented and placed in the employee's personnel file. It is the intent of this measure to show an employee's effort to correct any unacceptable job performance and/or behavior problems. It is the employee's responsibility to provide documentation of corrective measures taken outside of District direction and/or knowledge.
- 37.5 It shall be understood that all such materials shall be available for use in promotional considerations and disciplinary matters; however, no material shall be considered after three years from the date of occurrence.
- 37.6 All records relating to disciplinary matters shall, after three years has transpired from the date of each occurrence, be sealed upon the written request of the employee. Sealed records may only be opened or made available by the written authorization/request of the employee, or by court order.

Article 38 – Grievance Procedure

- 38.1 Purpose: The purpose and objectives of the grievance procedure are to:
 - A. Assure just treatment of all employees and promote harmonious relation among employees, supervisors and management.

- B. Encourage the settlement of disagreements informally at the employee-supervisor level and provide an orderly procedure to handle grievances through the supervisory levels where necessary.
- C. Resolve grievances as quickly as possible and correct, if possible, the cause of grievances, thereby reducing the number of grievances and future similar complaints.

38.2 Definitions: For the purpose of this grievance procedure, the following definitions shall apply:

- A. Board of Directors - The Board of Directors of the San Miguel Consolidated Fire Protection District.
- B. District - The San Miguel Consolidated Fire Protection District.
- C. Employee - An employee of the District. For the purposes of this document, this will refer to an employee represented by the Fire Management Association.
- D. Employee Representative - An individual who appears on behalf of the employee.
- E. Fire Chief - The Chief Executive Officer and administrative head of the District.
- F. Grievance - A complaint of an employee, or group of employees, arising out of the application or interpretation of the expressed provisions of this Agreement or existing rules, regulations, policies and/or procedures which come under the control of the Fire Chief which relates to terms and conditions of employment.
- G. Immediate Supervisor - The individual, who assigns, reviews and/or directs the work of an employee.
- H. Superior - The individual to whom an immediate supervisor reports.

38.3 Reviewable and Non-Reviewable Grievances

- A. To be reviewable under this procedure, a grievance must:
 - 1. Concern matters or incidents that have occurred.
 - 2. Result from an act or omission by management regarding working conditions or other aspects of employer/employee relations over which the Fire Chief has control.
 - 3. Arise out of a specific situation or act(s), complained of as being improper, which result in inequity or damage to the employee.

4. Specify the relief sought, which relief must be within the power of the Fire Chief to grant in whole or in part.
- B. A grievance is not reviewable under this procedure if it is a matter which:
1. Is reviewable under, or is subject to some other administrative policy and procedure, or personnel rules and regulations of the District, such as:
 - Application for changes in title, job classification or salary.
 - Appeals from formal disciplinary proceedings.
 - Appeals from termination of employment during probationary period.
 2. Requires changes in prevailing ordinances or resolutions, or to circumvent existing avenues of relief where appeal procedures have been prescribed.
 3. Relates to the District's group insurance or retirement programs.
 4. Relates to the "meet and confer" process, or any resulting impasse.

38.4 Special Provisions of the Grievance Procedure

- A. Initiation: Grievances can be initiated only by the employee/employees concerned and may not be pursued without his/her/their consent and active participation.
- B. Procedure for Presentation: In presenting a grievance, the employee shall follow the procedure and the sequence outlined in Article 39.5.
- C. Prescribed Form: Grievances shall be submitted in writing on the form prescribed by the District. Supervisors shall maintain an adequate supply of such forms.
- D. Statement of Grievance: The grievance shall contain a statement of:
1. The specific situation, act or acts complained of as violations of this Agreement or written rules, regulations, policies or procedures.
 2. Damages suffered by employee(s) resulting from the specific situation or act(s).
 3. The relief sought.
- E. Employee Representative: The employee may represent him/herself or may choose someone to represent him/her at any step in the procedure. No person hearing a grievance will recognize more than one representative for any employee at any one time, unless so desired by the employee.
- F. Grievance Processing: Grievances may be discussed and processed on duty. Overtime shall be allowed if the proceedings extend beyond the employee's or the

employee representative's workday/workweek. The employee and the employee representative shall cooperate with the District in such a manner as to minimize the interference of normal operations of the District.

- G. Extension of Time: The time limits within which action must be taken or a decision made, as specified in this procedure, may be extended by mutual written consent of the parties involved, or during periods of emergency. A statement of the duration of such extension of time must be signed by both parties involved.
- H. Consolidation of Grievances: If the grievance involves a group of employees, or if a number of employees file separate grievances on the same matter, the grievances shall, whenever possible, be handled as a single grievance.
- I. Settlement: Any grievance shall be considered settled at the completion of any step if all parties are satisfied or if the grieving party fails to present the matter to a higher authority within the prescribed period of time.
- J. Reprisal: The grievance procedure is intended to assure a grieving employee the right to present his/her grievance without fear of disciplinary action or reprisal provided the provisions of this grievance procedure are observed.
- K. The grievance must be presented to the party who is to hear the grievance prior to 0900 hours if that day or shift is to be considered a part of the time frame.
- L. When dealing with more than one employee with the same grievance, the FMA shall be allowed to file an Organizational Grievance. The first step shall be at the Fire Chief's level.

38.5 Grievance Procedure

The following procedure shall be followed by an employee submitting a grievance:

Step One - Discussion with Supervisor: The employee shall orally present his/her grievance to his/her immediate supervisor within two consecutive working shifts following the event(s) on which the grievance is based. Within two consecutive working shifts, the supervisor shall orally give his/her decision to the employee.

Step Two - Written Grievance to Fire Chief: If the employee and supervisor cannot reach an agreement on a solution to the grievance, or the employee has not received a decision within two consecutive working shifts, the employee may present his/her grievance in writing to the Fire Chief. Presentation of the written grievance shall be done within two consecutive working shifts following the failure to reach an agreement with the supervisor or not receiving a decision on the grievance. The written appeal shall be presented to the employee's supervisor. The supervisor shall endorse his/her comments thereon and present the written grievance to the Fire Chief within two consecutive working shifts of receiving the document. The Fire Chief may, after reviewing the written

grievance, discuss the issue with the employee and supervisor. The Fire Chief will then give his/her written decision to the employee within five calendar days after receiving the grievance.

Step Three - Grievance to the Board of Directors: If the employee is not satisfied with the decision of the Fire Chief, he/she may appeal in writing to the Board of Directors. A written presentation shall be done within four consecutive working shifts of receiving the decision of the Fire Chief. The written appeal shall be presented to the Fire Chief, who shall present it to the Board of Directors at the next regular Board meeting. The Board shall render a final decision within 30 calendar days after receipt of the appeal.

Article 39 - Discrimination

- 39.1 The San Miguel Consolidated Fire Protection District and the San Miguel Fire Management Association shall not discriminate against any employee because of race, color, sex, age, handicap, national origin, political or religious opinions or affiliations.
- 39.2 The District and the FMA shall reopen any provision of this Agreement for the purpose of complying with any final order of a State or Federal agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this Agreement in compliance with State or Federal anti-discrimination laws.

Article 40 – Provisions of Law

- 40.1 This Agreement is subject to all current and future applicable Federal, State, and local laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with any applicable provisions of Federal, State, or local laws and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, said part or provision shall be suspended and superseded by applicable laws or regulations. The unrelated remainder of this Agreement shall not be affected thereby.
- 40.2 If any Article, part or provision of this Agreement will operate to withhold or prohibit the receipt of any State or Federal funds, such Article, part or provision, shall be suspended to the extent that the Article, part or provision, operates to withhold or prohibit the receipt of such funds. In such instance, the District and the FMA will immediately meet and confer to discuss alternative proposals submitted by either party.
- 40.3 The State or Federal government or both, may enact a mandatory wage and/or benefit freeze which would void, suspend or alter any provision or part of this Agreement. In this event, the District and the FMA agree that at such time as the provisions of the wage and/or benefit freeze are lifted, the affected provisions of this Agreement shall be restored as originally agreed upon. Compensation will be given retroactively to the date of suspension or alteration insofar as allowable by law. Alternatively, should the parties mutually agree, they may jointly elect to renegotiate any provision voided, suspended or altered by such wage and/or benefit freeze.

40.4 Should expenditures exceed revenues at the end of any fiscal year, this agreement would be subject to the meet and confer process to mitigate the unforeseen revenue shortfall.

Article 41 - Renegotiation

41.1 In the event the FMA desires to meet and confer in good faith on the provisions of a successor Agreement, it shall serve upon the District its written request to commence meeting and conferring in good faith for such successor Agreement. Negotiations shall begin at a time mutually agreeable to the parties.

41.2 The District and the FMA agree to open negotiations, upon written request, on or about 90 days prior to the expiration of this agreement.

Article 42 – Impasse Procedures

42.1 Either party may initiate impasse procedures by filing a written request for an impasse meeting with the other party. The request shall include a statement of position on all disputed issues. An impasse meeting between the parties shall then be scheduled promptly by the Fire Chief. The purpose of such meeting shall be to:

- A. Identify and specify, in writing, the issues that remain in dispute.
- B. Review the position of the parties in a final effort to resolve such disputed issues.

42.2 If the dispute is not resolved, the matter shall be handled according to the following procedures:

- A. The FMA shall file its statement of position with the Fire Chief within ten days of the impasse meeting. The statement shall be in writing and include all issues in dispute.
- B. The Fire Chief shall place the matter on the next regular meeting of the Board of Directors after the statement has been filed.
- C. The Board of Directors shall hear the FMA presentation on all issues in dispute. Such presentation shall be conducted during open session of the Board Meeting. The Board shall then take whatever action it deems appropriate. Nothing precludes the Board from adjourning to closed session according to State law prior to making a final decision on disputed issues.

42.3 Nothing in this article shall prohibit a more expeditious resolution of the impasse if both parties mutually agree upon such resolution.

Article 43 – Lodging and Meals during Emergency Incidents and other events

- 43.1 Whenever an employee is assigned to an out-of-District emergency incident for more than 24 hours and remains assigned to the incident, a motel room shall be provided for rest periods by the responsible agency when logistically feasible and provided for others assigned to that incident.
- 43.2 The District shall reimburse meals when missed due to emergency activities, training or other District related events, when meals are not provided by the District or event. Breakfast will be reimbursed up to \$8.00 per person and defined as missing mealtime from 0700 to 0830. Lunch will be reimbursed up to \$8.00 per person and defined as missing mealtime from 1130 to 1330. Dinner will be reimbursed up to \$12.00 per person and defined as missing mealtime from 1630 to 1830. Receipts will be required for all reimbursements.

Article 44 – Layoff Reduction in Force

- 44.1 Should the District be required to reduce the number of Fire Management Positions, the Last In/First Out rule will apply. Members will be laid off or demoted based on seniority in the classification, with the member with the least seniority being impacted. Members who have held a position in a lower rank will be permitted to bump/retreat to the last position held in the District. Any Reduction in force will be administered in compliance with District Policy 3-17 (205.5 and 205.6 in the new Policy Manual).
- 44.2 A reinstatement list will be maintained by the District for a period of 5 years.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed by their authorized officers.

San Miguel Consolidated Fire
Protection District

Fire Management Association of the
San Miguel Fire District

Dave Rickards,
President, Board of Directors

Jeffrey O. Lannon,
President, Fire Management Association

**Fire Management Association - San Miguel Fire District - Exhibit A
Salary Schedule**

<u>Position</u>	<u>Annual</u>	<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Daily</u>	<u>Hourly</u>	<u>FLSA Rate</u>	<u>Overtime</u>
Battalion Chief - Step E (3 years)								
Base Pay	\$108,132.00	\$9,011.00	\$4,158.92	\$2,079.46	\$891.12	\$37.13	\$18.57	\$55.70
Education 2%	\$110,292.00	\$9,191.00	\$4,242.00	\$2,121.00	\$909.12	\$37.88	\$18.94	\$56.82
Education 4%	\$112,452.00	\$9,371.00	\$4,325.08	\$2,162.54	\$926.88	\$38.62	\$19.31	\$57.93
Education 6%	\$114,624.00	\$9,552.00	\$4,408.62	\$2,204.31	\$944.64	\$39.36	\$19.68	\$59.04
Battalion Chief - Step D (2 years)								
Base Pay	\$102,720.00	\$8,560.00	\$3,950.77	\$1,975.39	\$846.48	\$35.27	\$17.64	\$52.91
Education 2%	\$104,772.00	\$8,731.00	\$4,029.69	\$2,014.85	\$863.52	\$35.98	\$17.99	\$53.97
Education 4%	\$106,824.00	\$8,902.00	\$4,108.62	\$2,054.31	\$880.32	\$36.68	\$18.34	\$55.02
Education 6%	\$108,888.00	\$9,074.00	\$4,188.00	\$2,094.00	\$897.36	\$37.39	\$18.70	\$56.09
Battalion Chief - Step C (1 year)								
Base Pay	\$97,320.00	\$8,110.00	\$3,743.08	\$1,871.54	\$802.08	\$33.42	\$16.71	\$50.13
Education 2%	\$99,264.00	\$8,272.00	\$3,817.85	\$1,908.93	\$818.16	\$34.09	\$17.05	\$51.14
Education 4%	\$101,208.00	\$8,434.00	\$3,892.62	\$1,946.31	\$834.24	\$34.76	\$17.38	\$52.14
Education 6%	\$103,164.00	\$8,597.00	\$3,967.85	\$1,983.93	\$850.32	\$35.43	\$17.72	\$53.15
Battalion Chief - Step B (6 months)								
Base Pay	\$91,908.00	\$7,659.00	\$3,534.92	\$1,767.46	\$757.44	\$31.56	\$15.78	\$47.34
Education 2%	\$93,744.00	\$7,812.00	\$3,605.54	\$1,802.77	\$772.56	\$32.19	\$16.10	\$48.29
Education 4%	\$95,580.00	\$7,965.00	\$3,676.15	\$1,838.08	\$787.68	\$32.82	\$16.41	\$49.23
Education 6%	\$97,428.00	\$8,119.00	\$3,747.23	\$1,873.62	\$803.04	\$33.46	\$16.73	\$50.19
Battalion Chief - Step A (entry)								
Base Pay	\$86,508.00	\$7,209.00	\$3,327.23	\$1,663.62	\$713.04	\$29.71	\$14.86	\$44.57
Education 2%	\$88,236.00	\$7,353.00	\$3,393.69	\$1,696.85	\$727.20	\$30.30	\$15.15	\$45.45
Education 4%	\$89,964.00	\$7,497.00	\$3,460.15	\$1,730.08	\$741.36	\$30.89	\$15.45	\$46.34
Education 6%	\$91,704.00	\$7,642.00	\$3,527.08	\$1,763.54	\$755.76	\$31.49	\$15.75	\$47.24

Fire Management Association - San Miguel Fire District - Exhibit A
Salary Schedule
Battalion Chief + 10%

<u>Position</u>	<u>Annual</u>	<u>Monthly</u>	<u>Bi-Weekly</u>	<u>Weekly</u>	<u>Daily</u>	<u>Hourly</u>	<u>FLSA Rate</u>	<u>Overtime</u>
40-Hour Battalion Chief - Step E (3 years)								
Base Pay	\$118,944.00	\$9,912.00	\$4,574.77	\$2,287.39	\$1,372.32	\$57.18	\$28.59	\$85.77
Education 2%	\$121,320.00	\$10,110.00	\$4,666.15	\$2,333.08	\$1,399.92	\$58.33	\$29.17	\$87.50
Education 4%	\$123,696.00	\$10,308.00	\$4,757.54	\$2,378.77	\$1,427.28	\$59.47	\$29.74	\$89.21
Education 6%	\$126,084.00	\$10,507.00	\$4,849.38	\$2,424.69	\$1,454.88	\$60.62	\$30.31	\$90.93
40-Hour Battalion Chief - Step D (2 years)								
Base Pay	\$112,992.00	\$9,416.00	\$4,345.85	\$2,172.93	\$1,303.68	\$54.32	\$27.16	\$81.48
Education 2%	\$115,248.00	\$9,604.00	\$4,432.62	\$2,216.31	\$1,329.84	\$55.41	\$27.71	\$83.12
Education 4%	\$117,516.00	\$9,793.00	\$4,519.85	\$2,259.93	\$1,356.00	\$56.50	\$28.25	\$84.75
Education 6%	\$119,772.00	\$9,981.00	\$4,606.62	\$2,303.31	\$1,381.92	\$57.58	\$28.79	\$86.37
40-Hour Battalion Chief - Step C (1 year)								
Base Pay	\$107,052.00	\$8,921.00	\$4,117.38	\$2,058.69	\$1,235.28	\$51.47	\$25.74	\$77.21
Education 2%	\$109,188.00	\$9,099.00	\$4,199.54	\$2,099.77	\$1,259.76	\$52.49	\$26.25	\$78.74
Education 4%	\$111,336.00	\$9,278.00	\$4,282.15	\$2,141.08	\$1,284.72	\$53.53	\$26.77	\$80.30
Education 6%	\$113,472.00	\$9,456.00	\$4,364.31	\$2,182.16	\$1,309.20	\$54.55	\$27.28	\$81.83
40-Hour Battalion Chief - Step B (6 months)								
Base Pay	\$101,100.00	\$8,425.00	\$3,888.46	\$1,944.23	\$1,166.64	\$48.61	\$24.31	\$72.92
Education 2%	\$103,128.00	\$8,594.00	\$3,966.46	\$1,983.23	\$1,189.92	\$49.58	\$24.79	\$74.37
Education 4%	\$105,144.00	\$8,762.00	\$4,044.00	\$2,022.00	\$1,213.20	\$50.55	\$25.28	\$75.83
Education 6%	\$107,172.00	\$8,931.00	\$4,122.00	\$2,061.00	\$1,236.72	\$51.53	\$25.77	\$77.30
40-Hour Battalion Chief - Step A (entry)								
Base Pay	\$95,160.00	\$7,930.00	\$3,660.00	\$1,830.00	\$1,098.00	\$45.75	\$22.88	\$68.63
Education 2%	\$97,068.00	\$8,089.00	\$3,733.38	\$1,866.69	\$1,120.08	\$46.67	\$23.34	\$70.01
Education 4%	\$98,964.00	\$8,247.00	\$3,806.31	\$1,903.16	\$1,141.92	\$47.58	\$23.79	\$71.37
Education 6%	\$100,872.00	\$8,406.00	\$3,879.69	\$1,939.85	\$1,164.00	\$48.50	\$24.25	\$72.75