2018-2019 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MT. SHASTA AND MT. SHASTA FIRE

This is a Memorandum of Understanding (MOU) between the CITY OF MT. SHASTA (CITY) and MT. SHASTA FIRE (DEPARTMENT). This MOU and applicable sections of the City's Personnel Rules and Regulations set forth the full and only agreement on wages, hours, and terms and conditions of employment that are subject to negotiations between the Department and the City.

ARTICLE 1 SERVICE EXPECTATIONS

The consensus of the City and the Department is that the residents of the City of Mt. Shasta and the Mt. Shasta Fire Protection District shall be provided with the services of an all-risk fire department. Therefore, the combined staff of the two entities, known as Mt. Shasta Fire, shall respond to all dispatched emergency calls as safely as possible and to the best of their staffing abilities.

ARTICLE 2 HOURS OF WORK AND OVERTIME

Non-exempt employees will work a regular duty shift consisting of four consecutive days. During the shift, on-duty fire personnel shall respond to all dispatched emergency calls. Regular work hours will be from 8:00 a.m. to 6:00 p.m.

Non-exempt employees shall earn overtime pay for authorized time worked in excess of the regularly scheduled shift of 8:00 a.m. to 6:00 p.m. or in excess of 40 hours in a 7-day work period. Overtime pay shall be earned at the rate of one and one-half (1 ½) times the employee's regular rate of pay.

Non-exempt employees may choose to accrue compensatory time at the rate of one and one-half (1½) times the number of overtime hours worked in lieu of overtime pay. Compensatory time cannot be earned in excess of the statutory maximum, which is currently two hundred and forty (240) hours. All overtime hours in excess of the statutory maximum will be paid as overtime pay. On or before the second pay period in June each year, the City shall buy back at the employee's current rate of pay all accrued compensatory time in excess of eighty (80) hours. Upon termination or resignation the employee shall be paid the value of the unused compensatory time at their current rate of pay.

ARTICLE 3 PERSONNEL COMPENSATION

3.01 **SALARY**

Effective July 1, 2018, the monthly salaries for non-exempt fire personnel will be consistent with police department positions as follows:

Fire Captains will be paid at the same rate as a Police Patrol Officer.

Battalion Chiefs will be paid at the same rate as Police Sergeants.

3.02 ON-CALL/STANDBY PAY

On-call duty as assigned by the Fire Chief shall be compensated as follows:

Employees who are required to be on call outside of normal working hours shall be eligible for on-call pay.

Employees on-call outside of normal working hours shall be compensated by standby pay at the rate of \$150 per week.

3.03 CHIEF SHIFT COVERAGE

Exempt employees who cover regular duty shifts outside of their normal scheduled shifts shall be compensated at a rate of \$150 per day.

3.04 CHIEF CALL-OUT PAY

Exempt employees, when responding to calls outside of the 8:00 a.m. – 6:00 p.m. shift, shall be paid according to the following scale based on the number of calls responded to during a month: A minimum of ten (10) calls shall be compensated at the rate of \$100/month.

Eleven (11) to twenty (20) calls shall be compensated at the rate of \$200/month.

Twenty-one (21) to thirty (30) calls shall be compensated at the rate of \$300/month.

ARTICLE 4 TERM OF AGREEMENT

The term of this MOU shall be from July 1, 2018 through June 30, 2019, unless the term is extended by mutual agreement.