

Memorandum of Understanding

Between the

Kentfield Association of Professional Firefighters

and the

Kentfield Fire Protection District

Contract Period July 1, 2023 – June 30, 2024

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AGREEMENT

Preamble

This agreement, entered into by and between the Kentfield Fire Protection District, hereinafter referred to as "The District," and Local 1775, the International Association of Firefighters, the designated bargaining representative for the Kentfield Professional Firefighters, hereinafter referred to as "The Union."

It is the purpose of this agreement to achieve and maintain harmonious relations between the District and the Union: to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards for wages, hours, fringe benefits and other conditions of employment.

Article I - Recognition

The District recognizes the Union as the exclusive bargaining agent for all permanent "Safety" employees of the Kentfield Fire Protection District, (except the Fire Chief).

Article II - Union Security

The District agrees not to discriminate against any employee represented by the Union for their activities on behalf of or membership in the Union. The District and the Union agree that there shall be no discrimination against any employee because of race, creed, gender or religion.

Article III - Payroll Deduction of Dues

The District agrees to deduct bi-weekly, dues and assessments in an amount certified current by the Secretary-Treasurer of the Union from the pay of those employees who individually request in writing that the Employer shall remit such deductions each month to the Treasurer of the Union. This authorization shall remain in full force and effect during the term of this agreement.

Article IV - Rules and Regulations

The Union agrees that its members shall comply with all current rules and regulations of the District, including those relating to conduct of work performance. The Union agrees that the District Rules and Regulations that affect working conditions and performance shall be subject to the grievance procedure.

Article V - Grievance Procedure

Grievances or disputes, which may arise, including the interpretation of this agreement, shall be settled in the following manner:

Step 1. The Union Grievance committee, upon receiving a written and signed petition, shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary.

Step 2. If a grievance does exist, they shall, with or without physical presence of the aggrieved employee, present the grievance to the Chief of the District for adjustment.

Step 3. If, within ten (10) business days, the grievance has not been settled, it shall then be submitted to the Board of Directors of the District for adjustment.

Step 4. If, within ten (10) business days, the grievance has not been settled, the employer hereby recognizes the right of the aggrieved employee to seek such further relief as may be granted under California law.

Article VI - Work Period - Duty Period - FLSA

Work Hours:

“Shift Employees” shall be defined as those employees who are assigned to work 56 hours per week in 24-hour shift periods.

“Day Employees” shall be defined as all employees working 40 hours or less per week.

The Firefighting “Shift employee” schedule shall consist of two twenty-four (24) hr. shifts, followed by ninety-six (96) hours off duty. Shifts shall not exceed twenty-four (24) hr. duration commencing at 7 o’clock am.

“Day employees” shall work eight (8) hours per day, five days a week or (10) ten hours a day four days a week for a total of (40) hours within a seven (7) day work period that begins at 0001 hours on Monday and ends at 2400 hours on the immediately following Sunday. Other work schedules may be worked if agreed upon by said employee and approved by the Fire Chief.

All suppression “shift” employees covered by this Memorandum of Understanding shall work a fifty-six (56) hour workweek with a three (3)-platoon system. A work shift shall be defined as twenty-four hours (24), commencing at 7:00 am and continuing through to 7:00 am the following day.

The Fire Chief may assign, at his/her discretion, an employee to work a typical forty (40) hours per week schedule for administrative projects as required by the District. The length of the forty (40)-hour assignment shall be agreed upon by the Chief and affected employee.

If a reduction in the weekly duty schedule, different from that above, is mandated by legislative or judicial action, the parties to this agreement shall meet and confer concerning

the effect of the reduction in the weekly duty schedule or such fringe benefits as vacations and sick leave.

Duty Period:

All suppression "shift" employees will work a fifty-six (56) hour week, under the 2 x 4 schedule, in a twenty-four (24) day cycle.

X = 24 hour on - duty period

O = 24 hour off - duty period (Example) XX0000 / XX0000 / XX0000 / XX0000

FLSA Overtime and Duty Period

A. Fair Labor Standards Act (FLSA) allows for up to 2756 hours worked per year. Firefighters schedule equals 2912 hours worked per year. The FLSA Cycle is defined as a twenty-four (24) day cycle. The additional 156 hours/year will be paid at the rate of three (3) hours overtime per week payable at the rate of straight time inclusive of incentives on a bi-weekly basis. FLSA Pay is defined as compensation within the meaning of Section 20636 of the California Government Codes and Section 571(a)(5) of the CalPERS Regulations.

Shift employees who are normally scheduled 192 hours in a 24-day period shall receive 2.7% of their base pay in addition to the monthly base rate salary in recognition of the ten (10) scheduled overtime hours that are scheduled each 24-day period.

When the shift employee works more than 192 hours in a 24-day work period, the employee shall be compensated at the rate of one and one half (1½) times the employee's regular rate of pay as required by the FLSA for all overtime hours worked above 192 hours.

Article VII - Wages

The monthly salaries payable to "Shift" and "Day" employees covered by this agreement are set forth in the salary schedule (Appendix "A"). Said salaries shall be paid pursuant to the Schedule during the term of this Agreement. Monthly salary is **base rate salary** divided by two hundred twenty-four (224) hours per month not inclusive of any applicable special compensation or incentives. **Total rate of pay** is base salary inclusive of any applicable special compensation or incentives. This is based upon a fifty-six (56) hour workweek at a two hundred twenty-four (224) hour per month work cycle. All salaries will be based off Captain's position.

"Day" employee's monthly salary is **base rate salary** divided by fifty-two (52).

The salary ratios between steps and ranks shall be as follows:

<u>Position</u>	<u>Years</u>	<u>Current</u>
Entry Fire Fighter	0	Captain - 38%
Second Step Fire Fighter	6 months	Captain - 33%
Third Step Fire Fighter	1 1/2 years	Captain - 28%
Fourth Step Fire Fighter	2 1/2 years	Captain - 23%
Engineer	3 1/2 years	Captain - 11%
Captain	3 1/2 years	Bench Mark Salary
Battalion Chief	5 1/2 years	Captain + 17%
Prevention Officer	5 1/2 years	Captain + 8%
Training Officer	5 1/2 years	Captain + 8%
Operations Officer	5 1/2 years	Captain + 8%

Article VIII - Overtime

A. Overtime is time worked by a "Shift" employee represented by the Union beyond forty-eight (48) hours in a standard duty period. For "Day" employees, it is time worked beyond forty (40) hours in a standard duty period.

B. All overtime shall be paid at one and one-half (1 1/2) times the base rate inclusive of incentives. The employee shall have the option of accepting compensatory time off in lieu of money at the rate of one and one-half (1 1/2) times with a maximum accrual of nine (9) shifts (216) hours for "Shift" personnel and (152) hours for "Day" personnel. The use of "comp time" shall be in accordance with the Districts Policies and Procedures.

C. For the purpose of this Agreement, paid vacation and sick leave shall be treated as time worked.

D. Employee shall be paid for a minimum of two (2) hours for emergency call back. After two hours, overtime shall be on an hour for hour basis.

Article IX – Leave:

A. Sick Leave Accrual:

During the term of this Agreement, all regular full-time "Shift" employees shall accrue 5.54 hours of sick leave per payroll period or major fraction thereof worked for a total of (6) shifts per year.

"Day" employees shall accrue 3.93 hours per payroll period or major fraction thereof worked for a total of 102 hours per year.

Sick leave shall accrue only for time worked. The following shall be treated as time worked for the purpose of this article: Paid vacation or sick leave; periods of leave without pay not exceeding three (3) weeks; periods of non-charge leave for work-connected illness or injury if the disability is determined to be temporary.

“Shift” Employees may accumulate a maximum of one hundred and twenty shifts (2880) hours.

“Day” Employees may accumulate a maximum of (2048 hours).

B. 457 Tax Deferred Sick Leave Parameters:

1. The employee may choose not to participate in the program.
2. The “Shift” employee must have the minimum of thirty 30 shifts (720) hours of sick leave to qualify for this program.
“Day” employees must have (514) hours of sick leave to qualify.
3. “Shift” employees may defer up to five (5) shifts (120) hours per fiscal year.
“Day” employees may defer up to (88) hours per year.
4. Employees may choose to invest in any eligible American Funds.
5. The District will issue a check to American Funds no later than July 31st.
6. The District will send the funds directly to American Funds, not to the employee.

C. Sick Leave Reimbursement Parameters:

“Upon termination of employment by retirement, disability, or death, employees of the Kentfield Fire Protection District who have completed fifteen (15) years of service shall receive compensation for 50% of accumulated unused sick leave at the employee’s then current rate of pay inclusive of incentives.”

Effective July 1, 2009:

Sick leave buyout for “Shift” employees hired on or before June 17, 1991 will have a cap of 2000 hours. “Day” employees hired on or before June 17, 1991 will have a cap of 1428.

Sick leave buyout for “Shift” employees hired after June 17, 1991 will have a cap of 1440 hours. “Day” employees” hired after June 17, 1991 will have a cap of 1028.

D. Bereavement Leave:

In addition to sick days provided herein, “Shift” employees shall be entitled to up to three (3) shifts (72) hours off in the event of a death of a member of the immediate family of the employee. Up to (40) hours per event of death for “Day” employees. Immediate family shall be defined as spouse and children of the employee, mother, father, sister, brother, grandmother, grandfather, grandchild of the employee and those of the employee's spouse. Any additional time taken will be taken as vacation or comp time.

E. Emergency Leave:

Paid Emergency Leave of up to three (3) shifts (72) hours per year will be granted to permanent “Shift” employees for family emergencies. Up to (40) hours per year for “Day” employees. These shifts/days may be taken only in the event of an **immediate family** illness

or emergency. For the purposes of this section - immediate family shall be defined as the spouse and children of the employee. The shifts are not accrued or transferable. Emergency leave is not part of vacation time or regular sick leave.

F. Maternity Leave:

‘Shift’ employee: Two (2) shift (48) hours to be granted for paid maternity leave.

“Day” employee: Up to (40) hours to be granted for paid maternity leave.

Article X - Holidays

A. The following twelve (12) Holidays shall be granted to employees covered by this agreement:

New Year’s Day	Labor Day	Independence Day
Lincoln's Birthday	Easter Sunday	Columbus Day
Washington's Birthday	Thanksgiving	Christmas Day
Martin Luther King Day	Memorial Day	Veteran's Day

B. In addition to the established wage rates, the District shall pay “Shift employees” a premium of one-half (1/2) shift pay (12) hours per holiday listed above. Holiday pay will be paid at the rate 5.5385 hours straight time inclusive of incentives on a bi-weekly basis. Holiday Pay is defined as compensation within the meaning of Section 20636 of the California Government Codes and Section 571(a)(5) of the CalPERS Regulations.

All 40-hour “Day” employees covered under this Memorandum of Understanding are entitled to the aforementioned holidays off with pay. If assigned to work by a supervisor, employee shall be paid in addition to their regular salary for the number of hours worked during such a day at the rate of straight time based on their standard hourly rates.

If an approved holiday for “Day employees” falls on a weekend, they will be given a full day off either the day before or the day after; whichever is closer to the holiday.

Article XI - Vacation

A. During the term of this agreement, regular full-time employees shall earn entitlement to annual vacation on the basis of continued service in accordance with the following schedule:

“Shift Employees”

Years of Service	Number of Shifts
1 through 4 year	7 shifts (168) hours
5 through 9 years	10 shifts (240) hours
10 through 14 years	11 shifts (264) hours
15 through 19 years	12 shifts (288) hours
20 + years	13 shifts (312) hours

“Day Employees”

Years of service	Number of hours
1 through 4	(120 hrs.)
5 through 9	(172 hrs.)
10 through 14	(189 hrs.)
15 through 19	(205 hrs.)
20 + years	(223 hrs.)

B. Vacation time shall be accumulated each payroll period from the onset of employment.

C. In case of termination, an employee will be paid for accrued unused vacation from the date of employment to termination date.

D. “Shift” employees may carry over from one year to the next their yearly accrual plus nine (9) shifts (216) hours. “Day” employees may carry over their yearly accrual plus (152) hours. Comp time shall be counted as part of this carryover allotment.

E. The District will not incur overtime when any employee uses their Comp Time.

F. Comp time will be covered by the District when:

a) Employee taking time off uses thirty-six (36) hours for twenty-four (24) hours off.

G. Employee cannot be forced to work a comp day for twenty-four (24) hours straight time pay.

H. Vacation time shall be allocated in accordance with the Districts Policies and Procedures.

I. Officers shall not cover Firefighters or Engineers.

Article XII - Shift Exchange

Employees shall have the right to exchange shifts when approved by the Shift Officer and the change does not interfere with the operation of the Fire District.

Article XIII - Uniform Allowance

Employees shall be entitled to a uniform allowance of eight hundred dollars (\$800.00) per year to maintain the required uniform items per the District Policies and Procedures. Uniforms prematurely damaged shall be replaced by the District per the provisions of the Districts Policies and Procedures. Uniform allowance will be paid on a bi-weekly basis. Uniform Pay is defined as compensation within the meaning of Section 20636 of the California Government Codes and Section 571(a)(5) of the CalPERS Regulations.

Article XIV - Staffing

The District and the Union agree that the minimum staffing per shift shall be three (3) professional firefighters, which shall include one fire officer. For the purposes of this clause, neither the Fire Chief, Battalion Chief (after 08/05/2014), nor other forty (40)-hour per week employees, shall count towards minimum staffing unless that person is assigned to the shift in question.

After 08/05/2014, only in emergency situations, may a Battalion Chief work for an engine company officer.

Article XV - Working Out Of Classification

Any employee covered by this Agreement who is required to accept responsibilities and carry out the duties of a position or rank above that which the employee normally holds, shall be compensated at the basic rate of pay for that position or rank while so acting. Working out of Classification Pay is defined as compensation within the meaning of Section 20636 of the California Government Codes and Section 571(a)(3) of the CalPERS Regulations.

Article XVI - Personnel Reduction

In the case of a personnel reduction, the employee with the least seniority in the rank of firefighter shall be laid off first. Time in the Fire District shall be given the utmost consideration. The Employer and the Union agree and understand that if the need for personnel reduction should arise, said reduction will come first from the ranks of firefighter before any person holding the rank of officer is laid off. If there should be a reduction that would include a personnel reduction from the officer ranks, time in the fire service of those holding similar rank will be given the utmost consideration. No new employees shall be hired until the laid off employee has been given the opportunity to return to work, provided that said laid off employee has reached a permanent status, and less than two (2) years has elapsed from the date of lay-off.

Article XVII - Promotions

All positions within the Fire District, other than that of firefighter, shall be based upon promotional examination and shall be offered to qualified existing employees. Only in the event that none of the qualified employees successfully pass the promotional examination shall the District hire a new employee to fill any vacancy or newly created position.

Article XVIII - Pension Plan

“Classic Member” Employee

The employer shall contract with the California Public Employees Retirement System.
The employer agrees to pay 9% of the employee’s salary towards the employee’s portion of CalPERS safety pension plan.

Section 21363.1	3% @55 Safety Retirement	(07-01-2000)
Section 20691	Employer Paid Member Contributions (EPMC)	(07-01-2001)
Section 20626(c)(3)	EPMC Reported as Special Compensation	(07-01-2001)
Section 21574	Fourth Level 1959 Survivor Benefits	(11-23-1995)
Section 20042	Single Highest Year Final Compensation	(03-25-1987)
Section 21624	Post Retirement Survivor Allowance (50%)	(10-08-1985)
Section 21548	Pre-Retirement Opt 2	(07-01-2005)
Section 20965	Sick Leave Credit	(07-01-2005)
Section 21620	Retired Death Benefit	(07-01-2005)
Section 21024	Military Stats 76	(01-01-1977)
Section 21329	Cost of Living Adjustment 2% Annually	(04-01-1971)
Section 20938	Limit Prior Service	(10-09-1985)
Section 21022	Public Service Layoff	(03-16-2000)
Section 21027	Military Retirees	(01-01-2000)
Section 21551	Death Benefit Continues	(07-01-2005)
Section 21023.5	Peace Corp	(11-23-1995)
Section 20055	Prior Service Credit	(01-01-1951)
Section 21624/26/28	PRSA 50%	(10-09-1985)
Section 21037	IDR Service Cancelled	(03-16-2000)
Section 21635	Limited Prior Service	(07-01-2005)

New Hires after 1/01/2013 (Non-Classic)-“PEPRA”

The employer shall contract with the California Public Employees Retirement System.

Section 7522.25	2.7% @57 Safety Retirement	(01-01-2013)
Section 21574	Fourth Level 1959 Survivor Benefits	(11-23-1995)
Section 7522.32	Three Year Final Compensation	(01-01-2013)
Section 7522.30	Cost sharing 50% of normal	(01-01-2013)
Section 21624	Post Retirement Survivor Allowance (50%)	(10-08-1985)
Section 21548	Pre-Retirement Opt 2	(07-01-2005)
Section 20965	Sick Leave Credit	(07-01-2005)
Section 21620	Retired Death Benefit	(07-01-2005)
Section 21024	Military Stats 76	(01-01-1977)
Section 21329	Cost of Living Adjustment 2% Annually	(04-01-1971)
Section 21022	Public Service Layoff	(03-16-2000)
Section 21027	Military Retirees	(01-01-2000)
Section 21551	Death Benefit Continues	(07-01-2005)
Section 21023.5	Peace Corp	(11-23-1995)
Section 20055	Prior Service Credit	(01-01-1951)
Section 21624/26/28	PRSA 50%	(10-09-1985)
Section 21037	IDR Service Cancelled	(03-16-2000)
Section 21635	Limited Prior Service	(07-01-2005)

Article XIX - Employee Benefit Program

- A. Government Code Section 22825.6 provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at not less than the amount required under Section 22825 of the Act. Government Code Section 22857 provides that a contracting agency may fix the amount of the employer's contribution for employees and annuitants at different amounts. The employer's contribution for each employee shall be the amount necessary to pay the full cost of the employee's enrollment, including the enrollment of eligible family members, in a health benefits plan or plans up to a maximum equivalent to the current monthly premiums of PERS Platinum Region 1 plus administrative fees.
- B. Dental coverage with Delta Dental through the County of Marin (Group #1909, Subgroup #0009) shall be paid by the employer at the amount necessary to pay the full cost of the employee's enrollment including the enrollment of family members.
- C. Vision care coverage with Vision Service Plan (Group #00106116) shall be paid by the employer at the amount necessary to pay the full cost of the employee's enrollment including the enrollment of family members.

- D. Long Term Disability through California Association of Professional Firefighters (Group 1775, certificate #kentff) shall be paid by the employer at the amount necessary to pay the full cost of the employee's enrollment in "Plan A".
- E. Long Term Care through National Peace Officers and Fire Fighters Benefit Association (150 Plan managed through California Association of Professional Firefighters) shall be paid by the employer at the amount necessary to pay the full cost of the employee's enrollment while maintaining agreed upon levels of coverage and roll-ups. Upon separation, the employee may continue to pay his/her share.
- F. The District shall provide a Life Insurance Policy, for current employees, in the amount of \$100k Life and \$100k AD&D. The Fire District's annual contribution amount shall be \$4500.00 based on eleven paid safety staff members. The KAPF will allocate the various populations.

Medical Benefits on Retirement

CalPERS Medical and Hospital Care Act, Government Code Section 22850, 22857 – Effective December 1, 1988 the employer's contribution for each annuitant shall be the amount necessary to pay the cost of the annuitants enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of \$50.00 per month and that the contribution shall be increased annually by five percent of the monthly contribution for employees until such time as the contributions are equal. Employee portion of monthly contribution shall be deducted from monthly CalPERS retirement check. Employer portion of monthly contribution shall be billed to agency.

Article XX – Educational Incentive

The District agrees to provide an educational incentive program for employees covered by this agreement:

- A. The Incentive Program shall be based on hours completed in "certified" fire service training programs. These programs include College curriculum fire science classes and the core classes required to complete the Fire Science Degree; State Fire Marshal classes; Marin County Fire Chiefs classes; those classes authorized and approved by the educational committee.
- B. An educational committee consisting of the Fire Chief and a member of the Association shall review all educational requirements.
- C. There shall be a yearly requirement of sixteen (16) hours to maintain incentive pay and the course contents shall be consistent with the rank of the individual applying for incentive. The sixteen (16) yearly hours shall also be applied towards the cumulative educational hours of the employee. Maintenance hours shall count only in the year they are taken in and shall not be carried forward in the next year for maintenance purposes. On duty hours or hours in which an employee receives compensation shall not qualify as hours towards maintenance.

Eight (8) hours of the annual maintenance requirement may be attained through an approved distance learning educational system.

D. Educational incentive shall be based on individuals salary step.

Five hundred (500) hours = 3%

One thousand (1000) hours = 5%

One thousand five hundred (1500) hours = 7%

Two thousand (2000) hours with 30 units Fire Science and at least an AA or AS degree = 9%

Two thousand five hundred (2500) hours with 30 units Fire Science and at least an AA or AS degree = 11%

Education Incentive Pay is defined as compensation within the meaning of Section 20636 of the California Government Codes and Section 571(a)(2) of the CalPERS Regulations.

Article XXI - Existing Benefits

Changes in existing benefits or propertied (vested right) existing benefits not encompassed by the provisions of this Agreement shall be made only following notice to and negotiation with the Union. Such changes shall be subject to the grievance procedure.

Article XXII - Savings Clause

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

Article XXIII - Duration of Agreement

This Agreement shall be effective as of the first day of July 2023 and shall remain in full force and effect until the thirtieth day of June 2024.

This agreement shall be automatically renewed from year to year; thereafter unless either party shall have notified the other, in writing, at least ninety (90) days prior to the expiration date that it desires to modify the Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date of the Agreement.


Article XXIV - Performance Guarantee

The Union will take whatever lawful steps are necessary to prevent any interruption of work in violation of this Agreement, recognizing with the District that all matters of controversy within the scope of this Agreement shall be settled by the grievance procedure referred to in Article V.


Kentfield Fire Protection District (Board Chairman)

Date: 10-2-2023 By: 

Local 1775, International Association of Firefighters

Date: 10/4/2023 By: 

Kentfield Professional Firefighters Association

Date: 10/2/2023 By: 

Kentfield Fire Protection District
Base Salaries

Rank	Percent Captain	2023/2024 Annual	2023/2024 Monthly	2023/2024 Bi-weekly	2023/2024 Hourly	2023/2024 Overtime
56 Hour Week						
I - Entrance	-38%	106,405	8,867.08	4,092.50	36.54	54.81
II - Firefighter	-33%	110,405	9,200.43	4,246.35	37.91	56.87
III - Firefighter	-28%	114,718	9,559.84	4,412.23	39.39	59.09
IV - Firefighter	-23%	119,381	9,948.42	4,591.58	41.00	61.50
Engineer	-11%	132,287	11,023.92	5,087.96	45.43	68.15
Captain	0%	146,839	12,236.59	5,647.65	50.43	75.65
Prevention Officer	8%	158,586	13,215.47	6,099.46	54.46	81.69
Training Officer	8%	158,586	13,215.47	6,099.46	54.46	81.69
Operations Officer	8%	158,586	13,215.47	6,099.46	54.46	81.69
Battalion Chief	17%	171,802	14,316.87	6,607.77	59.00	88.50
COLA						
		4.00%				
40 Hour Week						
I - Entrance	-38%	106,405	8,867.08	4,092.50	51.16	76.74
II - Firefighter	-33%	110,405	9,200.43	4,246.35	53.08	79.62
III - Firefighter	-28%	114,718	9,559.84	4,412.23	55.15	82.73
IV - Firefighter	-23%	119,381	9,948.42	4,591.58	57.39	86.09
Engineer	-11%	132,287	11,023.92	5,087.96	63.60	95.40
Captain	0%	146,839	12,236.59	5,647.65	70.60	105.90
Prevention Officer	8%	158,586	13,215.47	6,099.46	76.24	114.36
Training Officer	8%	158,586	13,215.47	6,099.46	76.24	114.36
Operations Officer	8%	158,586	13,215.47	6,099.46	76.24	114.36
Battalion Chief	17%	171,802	14,316.87	6,607.77	82.60	123.90
COLA						
		4.00%				