

Memorandum of Understanding

**Sierra Madre Professional Firefighters
Association and the City of Sierra Madre**

Amended by Resolution 23-53
July 11, 2023

**Term of Contract:
July 1, 2020 to June 30, 2026**

Article 1	PREAMBLE	3
Article 2	PERSONNEL RULES AND REGULATIONS	3
Article 3	IMPLEMENTATION	3
Article 4	RECOGNITION	3
Article 5	MANAGEMENT RIGHTS	3
Article 6	EMPLOYEE RIGHTS	4
Article 7	ASSOCIATION RIGHTS	4
Section 1	Recognition	4
Section 2	Dues	4
Section 3	Bulletin Board.....	5
Section 4	Association Member’s Representative	5
Section 5	Representing the Association	5
Section 6	Chief Selection Process	5
Article 8	PUBLIC EMPLOYEES RETIREMENT SYSTEM	5
Section 1	CalPERS Membership	5
Section 2	City Payment of Employer Contribution for CalPERS Retirement	6
Section 3	Employee Contribution for CalPERS Retirement	6
Article 9	INSURANCE	6
Section 1	Employee Insurance.....	6
Section 2	Medical Stipend	7
Section 3	Retiree Medical Insurance	7
Article 10	UNIFORMS	8
Article 11	PROBATIONARY PERIOD	8
Article 12	SENIORITY	8
Article 13	SHIFTS	8
Section 1	Shift Exchanges	9
Section 2	Work Day.....	9
Section 3	Work Period	9
Section 4	Pay Period	9
Article 14	SALARY ADJUSTMENT	9
Section 1	Salary Adjustments	10
Article 15	OVERTIME	10
Article 16	ADDITIONAL COMPENSATION	11

Section 1	Good Driving Incentive.....	11
Section 2	Qualified Engineer Bonus.....	11
Section 3	Longevity Pay	11
Section 4	Additional Assignments and Pay.....	12
Section 5	Paramedic License Incentive.....	12
Section 6	Foreign Language Bonus	12
Section 7	Movie Detail.....	13
Article 17	SICK LEAVE	13
Section 1	Sick Leave Use	13
Section 2	Sick Leave Accrual	14
Article 18	VACATION LEAVE	14
Section 1	Vacation Leave Accrual	14
Section 2	Accumulated Vacation	15
Article 19	HOLIDAY LEAVE	15
Article 20	JURY LEAVE AND COURT APPEARANCES	15
Article 21	LIGHT DUTY	15
Article 22	OUTSIDE EMPLOYMENT	16
Article 23	GRIEVANCE PROCEDURE	16
Article 24	DISCIPLINARY ACTION	16
Article 25	Supplemental Procedures for Appeal by Firefighters of Punitive Action Under the Firefighters Procedural Bill of Rights Act	16
Section 1	Definitions.....	16
Section 2	Appeal of a Punitive Action Not Involving Discharge, Demotion, or Suspension of a Firefighter	17
Section 3	Appeal of a Disciplinary Decision Involving Discharge, Demotion, or Suspension of a Firefighter	18
Article 26	AGREEMENT, MODIFICATION, WAIVER	19
Article 27	PROVISIONS OF LAW	20
Article 28	EFFECT	20

Article 1 PREAMBLE

It is the intent and purpose of this agreement to set forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding matters related to wages, hours and/or other items and conditions of employment between the employees of the Fire Department represented by the Sierra Madre Professional Firefighters Association (“Association”) and the City of Sierra Madre (“City”), in accordance with California Government Codes section 3500, et seq. and chapter 2.48 of the Sierra Madre Municipal Code.

This agreement is to set out those items on which the City and Association have reached Agreement, so that these items will not have to be renegotiated during the term of the contract. The term of this Agreement is from December 1, 2022 to June 30, 2026, having been amended June 27, 2023 and ratified by the Association on July 2, 2023 and adopted by the City Council on July 11, 2023.

Article 2 PERSONNEL RULES AND REGULATIONS

This documentation is intended to be used in conjunction with the City of Sierra Madre Personnel Rules and Regulations. The Personnel Rules and Regulations address items including, but not limited to, employee evaluations, personnel files and computer loan program. Current Rules and Regulations of the City that do not deal with matters covered by this agreement shall remain in full force and effect.

Article 3 IMPLEMENTATION

This Agreement constitutes a mutual recommendation to be jointly submitted to the City Council of the City of Sierra Madre. It is agreed that this Agreement shall not be binding upon the parties either in whole or in part unless and until the City Council acts, by a majority vote, formally to approve and adopt said Agreement.

Article 4 RECOGNITION

The City recognizes the Association as the Recognized Employees’ Organization for all classified employees of the Sierra Madre Fire Department, except the Fire Chief, in accordance with section 2.48.040 of the Sierra Madre Municipal Code.

Article 5 MANAGEMENT RIGHTS

The rights of the City include and are not limited to all rights provided under State law, and the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards and levels of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; determine style and/or types of City-issued wearing apparel, equipment or technology used; establish and enforce dress and grooming standards; assign work to and schedule employees in accordance

with requirements as determined by the City; establish and change work schedules and assignments as necessary; and exercise complete discretion over its organization and the technology of performing its work.

Article 6 EMPLOYEE RIGHTS

Each employee shall have the following rights which he/she may exercise in accordance with all applicable laws, ordinances, rules and regulations, and provisions of this Memorandum of Understanding:

- The right to form, join, and participate in the activities of the employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the City, and the right to refuse to join or participate in the activities of any employee organization.
- The right to pay dues to such employee organizations through the regular payroll deduction.
- The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal from membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- The right to present himself/herself individually in his/her employee relations with the City.
- The right to review his/her personnel files by making a request in writing to the Personnel Officer or the Fire Chief.

Article 7 ASSOCIATION RIGHTS

Section 1 Recognition

The city recognizes the right of the Association to govern its internal affairs.

Section 2 Dues

Upon the receipt of a certified list of employees who have executed voluntary written authorization for deduction of Association "dues," the City shall withhold such dues and deductions from the salary of the employee on a bi-weekly payroll basis and remit the withholdings to the Association in a timely manner. The City shall continue to withhold such deductions unless it is notified by the Association of a change of dues deduction status of the employee. The Association shall immediately notify the City of any change of an employee's dues deduction status, and at least 30 days in advance for the change to be effective in the next payroll. The Association will assume responsibility for notifying current and future members in writing of membership maintenance requirements and terms of cancellation. The Association agrees to indemnify and hold the City harmless for any loss or damages, including attorney's fees and costs, for claims arising from the operation of this section, including claims for deductions made in reliance on the Association's representations and certifications regarding employee dues deduction authorizations.

Section 3 Bulletin Board

The Association shall have sole and exclusive use of specific bulletin board space. Such space shall be clearly marked and identified as such, approximately three feet by four feet in dimension and located in the Fire Department. The Fire Chief shall designate the authorized bulletin board space and said space shall be the only space which is authorized for the posting of Association business. Materials placed on the bulletin board shall be at the discretion of Association with the understanding that materials so posted shall be for legitimate communications with its members. Said posting shall not be offensive to good taste, defamatory, involve support or opposition to candidates for political office within City government, or violate City policies regarding harassment, discrimination or retaliation. The Fire Chief, or his/her designee, shall have the right to remove any such materials upon prior notice to the Association representative. The Association shall be responsible for maintaining the bulletin board space in an orderly condition and shall promptly remove outdated materials. No other space in the Fire Station is authorized for use by the Association.

Section 4 Association Member's Representative

An employee shall be allowed to designate a representative to assist said employee in: preparing and presenting grievances, preparing and processing material for disciplinary hearing, and preparing and presenting material for any legitimate employer-employee relations which representation is granted pursuant to existing law. This representative may be a member of the Association as long as the representative is not potentially involved in the matter.

Section 5 Representing the Association

Subject to the needs of the Department and the approval of the Fire Chief, a designated employee representative of the Association shall be allowed: 1) reasonable release time from regularly scheduled duties to present grievances and material for disciplinary hearings on behalf of an affected employee if said employee requests said assistance, and 2) to meet with City management representative relative to matters of employer-employee relations.

Section 6 Chief Selection Process

During any selection process for hiring a Fire Chief, the Association board will have the opportunity to meet with the City Manager prior to the City Manager's selection of the prospective candidate(s) to give input regarding what the Association would like to see in a new Chief.

Article 8 PUBLIC EMPLOYEES RETIREMENT SYSTEM

Section 1 CalPERS Membership

Consistent with the Government Code, employees who are local safety or miscellaneous members of the California Public Employees Retirement System are entitled to the benefits as indicated in the most recent amendment to the contract between the Board of Administration of CalPERS and the City Council.

Section 2 City Payment of Employer Contribution for CalPERS Retirement

The City shall pay the employer share of the CalPERS retirement contribution as actuarially determined by CalPERS for each fiscal year covered by the Agreement. For classic members, as defined in Section 3 of this Article, the retirement benefit is 3% at 55. For new members, as defined in Section 3 of this Article, the retirement benefit is 2.7% @ 57.

Section 3 Employee Contribution for CalPERS Retirement

Classic member employees shall pay the full statutorily required amount of the employee contribution to CalPERS for classic members, which is currently 9% for Safety employees and 8% for miscellaneous employees. Classic members are those members who do not qualify as new members under Government Code section 7522.04.

Pursuant to the Public Employees' Pension Reform Act of 2013, new member employees shall pay 50% of the normal cost rate for the defined benefit plan in which the new member employee is enrolled, rounded to the nearest quarter of 1%. (Government Code section 7522.30.) New members are defined under Government Code section 7522.04.

Article 9 INSURANCE

Section 1 Employee Insurance

The City shall maintain the following overall level of insurance benefits for each employee covered by this memorandum of understanding. The specific coverage is subject to the provisions of the individual insurance company's master contract(s) as issued to the City of Sierra Madre for each type of insurance.

Insurance Benefits offered by the City include:

- Health Insurance
 - Dental Insurance
 - Vision Insurance
 - Life and Accidental Death Insurance (For the employee only)
- The City has participated in the CalPERS medical program since 1995 to provide health coverage for association members. Pursuant to Government Code Section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA), for the calendar year beginning January 2023, the City will contribute \$151.00 for each association member towards the PERS Health Care Plan. This amount is adjusted annually.
- The City will contribute an amount over its contribution under PEMHCA (which is \$151.00 per month for the calendar year beginning January 2023). The total contribution per month, including the City's contribution under PEMHCA, shall be through an IRS Section 125 Flexible Benefit Plan (FBP) administered by either the City or its designee, and be up to a maximum of:

Employee Only	\$850.00
Employee +1	\$1,050

Family (3 plus)	\$1,200
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Effective December 1, 2023 for the monthly premiums starting on January 1, 2024, the total contribution per month shall be up to a maximum of:

Employee Only	\$892.50
Employee +1	\$1,102.50
Family (3 plus)	\$1,260

The specific benefits are subject to change by the insurance carrier. The exact provisions governing each benefit program are contained in the Master Contract issued by the insurance carrier to the City of Sierra Madre. Refer to the certificate of coverage for a complete description of benefits and coverage. The City reserves the right to select any insurance carrier or other method of providing coverage to fund the benefits of the employees under the terms of this agreement, provided that the benefits to employees shall be not less than those in existence as if implementation of this agreement. All insurance benefits offered by the City are subject to COBRA upon an employee's resignation, retirement, or other COBRA defined event.

Section 2 Medical Stipend

An employee who elects not to purchase medical, dental, and vision insurance through the City's plan and provides proof of coverage by another group insurance plan annually, will receive a medical stipend of \$325 per month. The medical stipend will not be provided for and shall not be used for the purpose of purchasing either an individual health plan or insurance on the exchange.

Section 3 Retiree Medical Insurance

The City has participated in the CalPERS medical program since 1999 for members covered under these Terms and Conditions of Employment. As such, the City is obligated to contribute toward the cost of retiree medical coverage for the retiree's and spouse's lifetime so long as they remain eligible for and covered by this medical program. The City provides additional benefits based on these Terms and Conditions beyond those required under PEMHCA.

All Association members who retire from the City (including disability retirement) and continue coverage in the CalPERS medical program are eligible for the benefit provided in the PEMHCA resolutions. Those resolutions provide for the City to contribute toward retiree premiums at an unequal amount to the active employees, for 2023 this amount is \$151.00 per month. Additionally, an employee will be extended "employee only" health insurance coverage for the lowest cost plan available from the City at the time of retirement until age 65. An employee must be a minimum of age 60 on the effective date of retirement and have worked 30 years of full-time service with the City to be eligible for this coverage.

Article 10 UNIFORMS

Upon hiring, the City shall provide 2 short sleeve uniform shirts, 1 long sleeve uniform shirt, 2 pair of uniform pants, 1 belt and 1 belt buckle. The City will also provide 1 Class A uniform as per Department Policy.

The City will reasonably replace uniform items on an “as needed basis” as determined by the Chief or his designee.

Article 11 PROBATIONARY PERIOD

The probationary test period for all personnel hired in an entry level position shall be 12 months. Additionally, the probationary test period for promotional positions shall be 12 months. Further, the probationary test period for all lateral entry sworn personnel shall be 12 months.

In all instances, the probationary test period shall commence upon the employee being classified in the position to which the test period applies. Additionally, the probationary test period shall automatically be extended by a number of day’s equivalent to the number of workdays that the employee did not perform services during the test period. The extension applies regardless of the cause for the employee being unable to perform services. The probationary period may be extended by up to six months for any reason at the discretion of the Fire Chief. The exercise of such discretion is not subject to administrative or judicial appeal.

Although the probationary period may be extended, the employee’s anniversary date will remain the same.

Article 12 SENIORITY

Seniority shall be determined based on: 1) rank, and 2) within a rank, the length of uninterrupted full-time service of the City.

Article 13 SHIFTS

Fire Suppression Personnel are normally assigned shifts begin at 0700 hours. Employees will generally work eight (8), twenty-four (24) hour rotating shifts in a 24-day cycle. An employee’s regular work schedule will generally consist 56 hours per week or 2920 hours per year; all hours worked over 182 in the 24-day FLSA period will be compensated according to the FLSA. The employee’s base hourly rate shall be calculated by dividing the employee’s annual salary in the published and applicable salary matrix by 2920. For example, the Fire Captain’s base hourly rate for FY 2020/2021 is calculated as follows: \$99,168 (annual salary in the July 2020 salary matrix) ÷ 2920 (hours per year) = \$33.96/hour.

Section 1 Shift Exchanges

Employees may voluntarily trade shifts among themselves within the policies set by the department. The Chief or his/her designee must approve the shift trade in writing. The Chief or his/her designee establishes the employees' schedules to meet the needs of the Department and therefore, shift trading is exclusively for the employees' convenience. A shift trade under this section results in one (1) employee working the shift of another employee or a portion thereof. The employee working the extra shift will receive no overtime compensation for doing so, nor will the hours be counted toward FLSA overtime.

Section 2 Work Day

A work day shall include "roll call," two 15-minute rest periods and three 30-minute meal breaks; all on a paid status, but subject to recall. Rest Periods and breaks may be combined based on daily scheduling as determined by the Chief and/or Duty Captain. At no time during daily breaks will the on duty shift leave the station to attend to personal matters.

Section 3 Work Period

Employees' work period shall constitute 24 calendar days per the 7(k) exemption of the Fair Labor Standards Act.

Section 4 Pay Period

A pay period shall constitute 14 calendar days. All Fair Labor Standards Act (FLSA) overtime will be paid on every other pay period.

Article 14 SALARY ADJUSTMENT

Upon ratification of this agreement, Sierra Madre Professional Firefighters Association members, will receive a 20% salary increase retroactive to June 4, 2023.

Upon ratification of this agreement, and effective July 2, 2023, Sierra Madre Professional Firefighters Association sworn members who currently maintain a valid paramedic license through the Los Angeles County Department of Health Services and approved by the Fire Chief, shall receive an additional salary adjustment:

- Firefighter/Paramedic 15%
- Fire Engineer with paramedic license 10%
- Fire Captain with paramedic license 10%.

Effective July 7, 2025, Sierra Madre Professional Firefighters Association members will receive a salary increase that is no less than the COLA as calculated by the BLS for C-CPI-U, looking back to April 2025. However, it is the intention of the City to move fire personnel closer to the market for peer agencies, and both parties should work to negotiate a salary increase that is greater than the minimum identified COLA

Reference Classification Plan and Salary Matrix under Resolution 21-15

Section 1 Salary Adjustments

Effective July 4, 2021, and July 2, 2023, the City’s Classification Plan and Salary Matrix for full-time Fire Department employees, excluding Fire Captains governed under this Memorandum of Understanding shall be modified to reflect Table 1.1 below. Pursuant to the new salary matrix, the former Step 1 will be eliminated, and employees in the Fire Department will move down one step to the step that corresponds with the employee’s current hourly rate. For example, if an employee is in Step 2 as of June 30, 2021, effective July 3, 2022, the employee will be in Step 1. An employee who receives a meet or exceeds standard evaluation rating in his/her immediately preceding annual performance evaluation may be eligible to receive a step adjustment pursuant to Section 6, Performance Evaluation of the City’s Rules and Regulations. For example, if an employee is in Step 2 as of June 30, 2021, and receives a meet or exceeds standards evaluation rating in his/her 2021 performance evaluation, he/she may be eligible to receive a step adjustment, which, if granted, would correspond to moving up one step from Step 1 to Step 2 in the new salary matrix. If, however, an employee is in step 2 as of June 30, 2021, and receives below a meet standards evaluation rating in his/her 2020 performance evaluation, he/she would be placed in Step 1 in the new salary matrix.

The following Fire Department positions that will be modified as described above are:

- Fire Engineer
- Firefighter/Paramedic
- Single Function Firefighter
- Single Function Paramedic

Table 1.1

Range	Step 1	Step 2	Step 3	Step 4	Step 5
Current	15.00	16.00	17.00	18.00	19.00
New	16.00	17.00	18.00	19.00	20.00

Pay rate in Table 1.1 is an example and does not reflect the current Classification Plan & Salary Matrix.

Effective July 3, 2022, association members, excluding Fire Captains, will receive 12.5% salary adjustment.

Effective July 13, 2024, all association members, will receive 5.5% salary adjustment.

Article 15 OVERTIME

The Fire Chief may require employees in the Fire Department to work at any other time other than during regular working hours until such work is accomplished. Employees working a special detail, including but not limited to required training, inspections, investigations, administrative meetings, depositions, court appearances and special event standby, will be paid their hourly rate until such time that an employee works more than 182 hours in a 24-day work period.

Overtime shall be paid in accordance with the Federal Fair Labor Standards Act ("Act") and specifically in accordance with the partial overtime exemption of Section 7(k) of the Act. In determining an employee's eligibility for overtime compensation in a work period, paid leaves of absence and unpaid leaves of absence shall be excluded from the total hours worked. Paid leaves of absence include, but are not limited to, the following:

- Vacation Leave
- Holiday Leave
- Sick Leave
- Administrative Leave
- Compensatory Leave
- Worker's Compensation Leave
- 4850 Time
- Jury Duty
- Bereavement Leave
- Military Leave

Overtime will be paid at a rate of one and one half after an employee has worked 182 hours in a 24-day work period.

Article 16 ADDITIONAL COMPENSATION

Section 1 Good Driving Incentive

Employees covered under this MOU who obtain and maintain a valid Class A, B, or C with Endorsement (equivalent to a Class B license), and have held the position of Engineer with the City of Sierra Madre Fire Department, or have passed the current Engineer exam of the City, will receive \$350 at the end of each calendar year, so long as the employee has not been involved in any preventable driving accidents or violations.

Section 2 Qualified Engineer Bonus

For members covered under this memorandum of understanding that pass the current Engineer exam of the City are eligible for a one-time bonus of \$500. This is a one-time pay and is not reoccurring. The bonus will be paid on the payroll following receipt of the required certificate.

Section 3 Longevity Pay

Longevity Pay recognizes City service, and shall be exclusive of all other premiums and other pays, and shall be established for all full-time employees represented by this MOU. A one-time "Longevity Pay Bonus" will be paid at the employee's current base annual rate at the time the employee became eligible. For example, if an employee reached their 10 eligible years of service on August 1, 2020, then a one-time Longevity Pay Bonus for 10 years of service will be paid at the employee's base annual rate as of August 1, 2020. The Longevity Pay Bonus is a one-time pay that is paid upon reaching the eligible years of service stated below; and is not paid on an annual basis.

The Longevity Pay shall be paid in the pay period following the employee's qualifying anniversary date of eligibility in employment status that follows July 1, 2020. For example, if an employee

reached their 10 eligible years of service prior to July 1, 2020, they are not eligible to receive Longevity Pay until reaching 15 years of service. Should the employee reach 15 eligible years of service on or after July 1, 2020, then the employee receives the Longevity Pay for 15 eligible years of service in the pay period following the employee's qualifying anniversary date for 15 eligible years of service. Any Association member's time in part-time status with the City will be included as time employed with the City for the purpose of eligible years of service for Longevity Pay.

Longevity Pay will be issued each year of service as follows:

Eligible Years of Service	Longevity Pay
10	2.5%
15	2.5%
20	2.5%
25	2.5%
30	2.5%
35	2.5%
40	2.5%

Section 4 Additional Assignments and Pay

Sworn fire personnel may be assigned to no more than two positional duties listed below, and will receive a \$100 stipend for each of the two assigned duties. Therefore, sworn fire personnel may not receive more than \$200 in total in relation to this additional assignment pay. The Fire Chief will make said appointments for existing personnel and the individual shall serve at the pleasure of the Chief.

Types of assignments:

1. Paramedic Coordinator
2. EOC Coordinator

The Fire Chief may from time-to-time, through the City budget process, eliminate assignments or create other additional assigned positional duties.

Section 5 Paramedic License Incentive

Effective July 2, 2023, the Paramedic License Incentive pay is no longer applicable.

Section 6 Foreign Language Bonus

For members covered under this agreement that are proficient to assist in a foreign language or sign language may be eligible for a one-time Foreign Language Bonus of \$750. The bonus will be paid on a single date during the fiscal year following the fiscal year when the member becomes eligible; and the bonus is not annual or recurring. In order to earn the stipend, the member must pass a test, agreed upon between the Association and the City Manager, for reading and writing in the foreign language or demonstrate the ability to communicate using sign language Eligibility is limited to the following languages:

- Spanish

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- Chinese
 - American Sign Language (ASL)

Section 7 Movie Detail

Employees covered under this MOU who meet the requirements to serve as a Fire Safety Officer for movie details shall be paid at the rate established by the City of Sierra Madre Fee Schedule as adopted by the City Council. Movie detail time is not counted as “time worked” towards an employee’s FLSA time.

Article 17 SICK LEAVE

Sick leave is leave from duty which may be granted by the City to an employee because of illness, injury, exposure to contagious disease, illness or injury of a member of the employee’s immediate family requiring the employee’s attendance and medical, dental and optical appointments to the extent that such appointments cannot be scheduled outside the workday.

An employee’s immediate family shall consist of the employee’s spouse or domestic partner, children, step-children, the employee’s, the spouse’s, or the domestic partner’s, mother, father, brother, sister, grandchildren or grandparents or other members of the employee’s family residing in the employee’s home or other member of the employee’s family primarily dependent upon the employee.

Section 1 Sick Leave Use

An employee may be granted sick leave only in case of actual sickness as defines above or as otherwise required by law. In the event that an employee or a member of the employee’s immediate family recovers from any such sickness after being granted sick leave, and during the regularly scheduled hours of work, then such employee shall notify the appropriate immediate supervisor and be available to return to duty.

In order to apply for sick leave use, an employee shall notify the appropriate immediate supervisor within one hour of the time established at the beginning of the employee’s workday, unless the City determines that the employee’s duties require more restrictive reporting. Additionally, each department may have its own guidelines for reporting in sick. Failure to provide notice without good cause shall result in that day of absence being treated as leave of absence without pay.

If the employee is absent on sick leave for more than one day the employee shall keep their immediate supervisor informed as to the date the employee expects to return to work.

Sick leave shall not be granted to any employee absent from duty as a result of any sickness, injury or disability purposefully self-inflicted or caused by willful misconduct.

Sick leave shall not be granted to any employee absent from duty after separation from City service or during a City authorized leave of absence without pay or any other absence from duty not authorized by the City.

Sick leave shall not be granted to an employee to permit the extension of the employee's vacation.

The City may require a physician's certification at any time as to the sickness or injury of the employee or their intermediate family member and the date of the employee's intended return to work.

Employees will not be permitted to use vacation or other leave in lieu of sick leave unless approved by the Personnel Officer.

Section 2 Sick Leave Accrual

Employees shall accrue 5.5 hours of sick leave per pay period for a total of 144 hours (6 shifts) per year. Sick leave may be accrued to a maximum of 2,000 hours. Employee shall have no financial claim to reimbursement for unused sick leave upon leaving City employment, except as follows as what is set forth in Section 5 of the City's Rules and Regulations.

Sick leave granted by the City and used by an employee shall be deducted from the employee's Accrued sick leave balance.

Sick leave shall not be accrued by an employee absent from duty after separation from the City Service or during a City authorized leave of absence without pay, or any other absence from duty Not authorized by the City.

Article 18 VACATION LEAVE

Full-time employees are entitled to annual vacation leave with pay. Vacation leave shall be earned from the first day of probationary employment and may be used only as it is earned. Requests for vacation leave exceeding the amount of leave will require the prior approval of the Personnel Officer.

Section 1 Vacation Leave Accrual

Every full-time probationary and regular employee shall accrue paid vacation leave per payroll period as follows:

<u>Length of Service</u>	<u>Service Years</u>	<u>Per Payroll</u>	<u>Annually</u>
0 - 48 months	1 – 4	5.53 hours	144 hours – (6 shifts)
49 - 119 months	5-9	7.38 hours	168 hours – (8 shifts)
120 - 179 months	10-14	8.30 hours	216 hours - (9 shifts)
180 - 239 months	15-19	9.23 hours	240 hours – (10 shifts)
240 – and above	20 & over	10.15 hours	264 hours – (11 shifts)

Vacation shall accrue bi-weekly on a pro rata basis and increases shall occur at the beginning of the month.

Section 2 Accumulated Vacation

Employees may accumulate up to a total of 135 hours vacation time, not including the current year's allocation, of any given year. For example, if an employee's annual accrual is 144 hours annually, the employee may accumulate 144 hours + 135 hours, up to 279 hours. This employee will cease to accumulate any vacation leave over 279 hours.

After 144 hours of Vacation Leave have been taken in a 12-month period, the employee may request payment in cash at the employee's regular hourly rate, as long as 40 hours of vacation leave remains on the books.

Article 19 HOLIDAY LEAVE

On July 1 of each year, or prorated thereto, each employee will be granted 104 hours of Holiday Leave. A *Request for Leave of Absence* form shall be submitted fifteen working days prior to any use of holiday leave. The balance of any Holiday Leave will be automatically cashed out at the employee's regular hourly rate on final full payroll in the fiscal year on the regular paycheck for that pay period. This leave may not be cashed out at any other time during the fiscal year.

Article 20 JURY LEAVE AND COURT APPEARANCES

Every employee who is called or required to serve as a juror shall be entitled to be absent from his/her duties during the period of such service. Unless otherwise stated in an applicable MOU, there is no limit to the amount of time employees may serve on jury duty. The City will continue to pay an employee his/her regular salary for up to 20 working days so long as proof of services is submitted within five calendar days. After the 20 paid working days of jury leave has been exhausted, jury leave shall be unpaid. Employees are entitled to retain any mileage reimbursement received in connection with jury duty service. If any employee is released from jury duty service prior to the end of his/her normal workday/ scheduled shift, the employee must report to work unless otherwise authorized by his/her supervisor.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which arose in the course and scope of his/her City employment shall be allowed to do so without loss of compensation. An employee subpoenaed to appear in court in a matter unrelated to his/her official capacity as a City employee shall be permitted time off without pay or, if the employee chooses, to use accrued non-sick leaves for this purpose.

Article 21 LIGHT DUTY

At the discretion of the Department, a limited number of temporary light duty positions may be identified. The Department may assign employees injured on duty to light duty positions. The Department has the discretion to consider approving requests that involve off-duty injuries for light duty positions; however, on-duty or industrial injuries will take precedence.

Light duty assignments will be limited to 90 calendar days. The Personnel Officer may approve a one-time extension of that time frame where circumstances warrant. If an extension is granted, it does not create a permanent light duty position, but is intended solely to reasonably accommodate an employee on a temporary basis.

If the Chief determines that the department is unable to accommodate the restrictions, the employee will be subject to the City's Transitional Return to Work Policy.

Article 22 OUTSIDE EMPLOYMENT

No full-time employee shall engage in any outside employment without first obtaining permission of the Personnel Officer or his/her designee, Fire Chief, and Human Resources Manager prior to the commencement of employment. Once permission is granted, the employee must again request permission annually on January 1st of each year. The request for outside employment must be done in writing and it must be completed for any outside employment regardless of length or classification of employment. The Personnel Officer or his/her designee the Fire Chief may deny permission to an employee to engage in any outside employment which is incompatible with City employment as described in Government Code section 1126 or if the Chief determines that the outside employment would render the employee incapable of, or less effective in performing his/her duties as an employee of the City. Failure of any employee to obtain prior written approval of the Chief is grounds for discipline, up to and including termination.

Article 23 GRIEVANCE PROCEDURE

The grievance procedure set forth in Section 23 (Grievance Procedure) of the City's Rules and Regulations shall govern grievances.

Article 24 DISCIPLINARY ACTION

The disciplinary action procedure set forth in Section 24 (Disciplinary Action) of the City's Rules and Regulations shall govern disciplinary actions.

Article 25 Supplemental Procedures for Appeal by Firefighters of Punitive Action Under the Firefighters Procedural Bill of Rights Act

The following appeals procedures were adopted pursuant to Government Code section 3254.5 of the Firefighters Procedural Bill of Rights Act (the Act) and shall apply to any administrative appeal of a punitive action that is required to be afforded to a firefighter under the Act. The procedures supplement any requirements of section 2.68 (Standard Appeal Procedure) of the City Municipal Code and the MOU. Only firefighters (as defined below) are afforded the rights delineated below.

Section 1 Definitions

Firefighter means an employee who is considered a "firefighter" under Government Code § 3251(a).

Punitive Action means any action defined by Government Code § 3251(c), i.e., “any action that may lead to dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer for purposes of punishment.”

Section 2 Appeal of a Punitive Action Not Involving Discharge, Demotion, or Suspension of a Firefighter

Pursuant to Government Code section 11445.20, the following informal hearing procedure shall be utilized for an appeal by a firefighter of a punitive action not involving a discharge, demotion or suspension.

Notice of Appeal

Within five (5) calendar days of receipt by a firefighter of notification of punitive action as set forth above, the firefighter shall notify the City Manager in writing of the firefighter’s intent to appeal the punitive action. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for the appeal.

Presiding Officer

In an informal hearing, the City Manager or his/her designee shall be the presiding officer. The City Manager or his/her designee shall conduct the informal hearing in accordance with these procedures. In such cases, the determination of the City Manager shall be final and binding.

Burden of Proof

The City shall bear the burden of proof at the hearing.

If the action being appealed does not involve allegations of misconduct by the firefighter, the limited purpose of the hearing shall be to provide the firefighter the opportunity to establish a record of the circumstances surrounding the action. The City’s burden of proof shall be satisfied if the City establishes by a preponderance of the evidence that the action was reasonable. The City’s burden of proof may be satisfied even though reasonable persons may disagree about the appropriateness of the action.

If the punitive action involves charges of misconduct, the City shall have the burden of proving by a preponderance of the evidence the facts which form the basis for the charge and that the punitive action was reasonable under the circumstances.

Conduct of Hearing

The formal rules of evidence do not apply, although the Presiding Officer shall have discretion to exclude evidence which is incompetent, irrelevant or cumulative, or the presentation of which will otherwise consume undue time.

The parties may present opening statements.

The parties may present evidence through documents and testimony.
Witnesses shall testify under oath.

Subpoenas may be issued pursuant to Government Code §§ 11450.05 - 11450.50.

Unless the punitive action involves a loss of compensation, the parties shall not be entitled to confront and cross-examine witnesses.

Following the presentation of evidence, if any, the parties may submit oral and/or written closing arguments for consideration by the hearing officer.

Recording of the Hearing

If the punitive action involves the loss of compensation, then the hearing may be stenographically recorded by a certified court reporter. Otherwise, the hearing may be tape recorded. The per diem cost of the court reporter shall be equally borne by the parties. The cost to receive a transcript of the hearing shall be borne by the party requesting the transcript.

Representation

The firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. All costs associated with such representation shall be borne by the firefighter.

Decision

The decision shall be in writing pursuant to Government Code §11425.50. The decision shall be served by first class mail, postage pre-paid, upon the firefighter as well as his/her attorney or representative, shall be accompanied by an affidavit or certificate of mailing, and shall advise the firefighter that the time within which judicial review of the decision may be sought is governed by Code of Civil Procedure § 1094.6.

Section 3 Appeal of a Disciplinary Decision Involving Discharge, Demotion, or Suspension of a Firefighter

In those instances, where the procedures in Government Code §§ 11400, et seq. are inapplicable to an administrative appeal, the administrative appeal shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the California Government Code.

Notice of Discipline as Accusation

The final notice of discipline which is issued at the conclusion of any pre-disciplinary procedures shall serve as the accusation as described in Government Code §§ 11500, et seq. The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq.

Pursuant to Government Code § 3254, subsection (f), the discipline shall not be effective sooner than 48 hours of issuance of the final notice of discipline.

The notice shall be prepared and served in conformity with the requirements of Government Code §§11500, et seq. The notice shall include a post card or other form entitled Notice of Defense which, when signed, will acknowledge service of the accusation and constitute notice of defense under Government Code § 11506.

The accusation shall include or be accompanied by a statement to respondent (firefighter) stating that the respondent may request a hearing by filing a notice of defense as provided in Government Code § 11506 within 15 days after service of the Accusation, and that failure to do so will constitute a waiver of the respondent's right to a hearing. The statement to respondent shall be prepared in conformity with the requirements of Government Code § 11505.

A copy of Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code shall be provided to the firefighter concurrently with the notice of discipline.

Administrative Law Judge

Pursuant to Government Code § 11512, the City has determined that appeals shall be heard by the City Council or a designated mutually agreed upon advisory hearing officer with an administrative law judge presiding over the hearing. The administrative law judge shall rule on the admission and exclusion of evidence and advise on matters of law. The City Council or the mutually agreed upon advisory hearing officer shall exercise all other powers relating to the conduct of the hearing.

Time and Place of Hearing

Pursuant to Government Code § 11508, unless otherwise decided by the City Council, a hearing shall be conducted at City Hall or another location designated by the City Council, at a time to be determined by the City Council.

Notice of the Hearing

Notice of the hearing shall be provided to the parties pursuant to Government Code § 11509.

Burden of Proof

The burdens of proof and production of evidence shall be borne by the City. The standard of proof shall be by a preponderance of the evidence.

Judicial Review

Judicial review of the City Council's decision (or that of the mutually agreed upon advisory hearing officer) may be had pursuant to Government Code § 11523.

Article 26 AGREEMENT, MODIFICATION, WAIVER

No agreement, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing and affixed hereto by all-parties and approved by the City Council.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Article 27 PROVISIONS OF LAW

This agreement is subject to all future and current applicable Federal and State laws and regulations.

If any part or provision of this Agreement is in conflict with such applicable provisions of Federal and State laws and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of the provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Agreement shall not be affected.

The Association and/or the City shall have the right to meet and confer within 30 days concerning said section. This Agreement shall supersede all City rules or ordinances which are in conflict with the Agreement.

Current rules, regulations, and ordinances of the City that do not deal with matters covered by this Agreement shall remain in full force and effect.

Article 28 EFFECT

This Agreement shall remain in full force and effect until a new Memorandum of Understanding is negotiated by the City and Association and said Memorandum of Understanding has been approved and ratified by both the Association and the City.

In exercising the above rights, the City shall comply with all applicable provisions of this Agreement. In exercising the above rights, the City shall not in any way, directly or indirectly, be subject to the grievance procedure herein, provided the City has complied with all applicable provisions of the Agreement and all applicable State laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 2nd day of July, 2023:

Sierra Madre Professional Firefighters
Association Representatives:



David Gacad, Association President



Jacob Knapp, Association Vice President



Andrew Diaz, Association Secretary



Warren Branum, Association Treasurer

City of Sierra Madre Management
Representatives:



Jose Reynoso, City Manager

RESOLUTION NO. 23-53

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SIERRA MADRE
ADOPTING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
SIERRA MADRE AND THE SIERRA MADRE PROFESSIONAL FIREFIGHTERS**

THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY
RESOLVE:

WHEREAS, the City of Sierra Madre employs full-time employees who are members of the Sierra Madre Professional Firefighters Association; and

WHEREAS, the City Council recognizes the Sierra Madre Professional Firefighters Association, under Section 2.48.040 of the City of Sierra Madre Municipal Code; and

WHEREAS, the City Council is authorizing changing the Sierra Madre Professional Firefighters Association salary schedule in the Classification Plan and Salary Matrix; and

WHEREAS, the City Council negotiated an amendment to the memorandum of understanding (MOU) with the Sierra Madre Professional Firefighters Association to make the Paramedic License Incentive pay no longer applicable; and

WHEREAS, the City Council authorizes amending language to Longevity Pay, allowing part-time status to be included in years of service and to include Fire Captains to receive the cost of living adjustment in Fiscal Year 2024-25.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City of Sierra Madre adopts the Memorandum of Understanding between the City of Sierra Madre and the Professional Firefighters Association.

SECTION 2. Effective Date. This Resolution shall go into effect immediately; noting that the MOU amendments will take effect July 2, 2023, and the change to the salary matrix that includes the 20% COLA will be approved retroactively to June 4, 2023.

Passed, Approved, and Adopted on this 11th day of July 2023.



Mayor Edward Garcia
City of Sierra Madre, California

I hereby certify that the foregoing Resolution 23-53 was duly adopted at a regular meeting of the City Council of the City of Sierra Madre held on the 11th day of July 2023 by the following vote:

AYES: Mayor Edward Garcia, Mayor Pro Tem Kelly Kriebs, Council Member Gene Goss, Council Member Kristine Lowe

NOES: None

ABSTAIN: None

ABSENT: Council Member Robert Parkhurst



Laura Aguilar, City Clerk
City of Sierra Madre, California

RESOLUTION NO. 23-54

**MODIFYING THE CITY OF SIERRA MADRE EXECUTIVE MANAGEMENT
AND PART-TIME CLASSIFICATION PLAN AND SALARY MATRIX**

**THE CITY COUNCIL OF THE CITY OF SIERRA MADRE DOES HEREBY
RESOLVE:**

WHEREAS, the City of Sierra Madre employs full-time and part-time employees;

WHEREAS, the City Council has authorized modifying the Classification Plan and Salary Matrix adding two new part-time positions: Emergency Services Coordinator and EMS Coordinator; and

WHEREAS, the City Council has authorized modifying the Classification Plan and Salary Matrix modifying Range 39 to be the same as Range 43; and

WHEREAS, in the amended Classification Plan and Salary Matrix, the information contained within the plan in regard to duties, responsibilities, training, and experience for all other positions remain status quo;

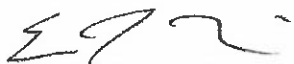
WHEREAS, in the amended Classification Plan and Salary Matrix, the salary information contained within the plan for full-time and part-time positions remains status quo;

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF
THE CITY OF SIERRA MADRE DOES HEREBY DETERMINE AND ORDER AS
FOLLOWS:**

SECTION 1. That the amended pages of the City of Sierra Madre Classification Plan and Salary Matrix be and the same are hereby attached hereto and made a part thereof.

SECTION 2. That the changes to the part-time and Executive Management Classification Plan and Salary Matrix take effect on July 2, 2023.

Passed, Approved, and Adopted on the 11th day of July 2023.



Edward Garcia, Mayor
City of Sierra Madre, California


I the undersigned, hereby certify that the foregoing Resolution 23-54 was duly adopted at a regular meeting of the City Council of the Sierra Madre on the 11th day of July 2023 by the following vote:

AYES: Mayor Edward Garcia, Mayor Pro Tem Kelly Kriebs, Council Member Gene Goss, Council Member Kristine Lowe

NOES: None

ABSTAIN: None

ABSENT: Council Member Robert Parkhurst



Laura Aguilar, City Clerk
City of Sierra Madre, California

Salary Matrix - Executive Management

Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
39	Fire Chief	Annual Salary \$ 139,053	\$ 142,529	\$ 146,092	\$ 149,745	\$ 153,488	\$ 157,326	\$ 161,259	\$ 165,290	\$ 169,422	\$ 173,658
		Hourly \$ 66.85	\$ 68.52	\$ 70.24	\$ 71.99	\$ 73.79	\$ 75.64	\$ 77.53	\$ 79.47	\$ 81.45	\$ 83.49
40	Deputy City Manager Planning & Community Preservation Director Utilities Director Public Works Director	Annual Salary \$ 129,996	\$ 133,246	\$ 136,577	\$ 139,991	\$ 143,491	\$ 147,079	\$ 150,756	\$ 154,524	\$ 158,388	\$ 162,347
		Hourly \$ 62.50	\$ 64.06	\$ 65.66	\$ 67.30	\$ 68.99	\$ 70.71	\$ 72.48	\$ 74.29	\$ 76.15	\$ 78.05
43	Police Chief	Annual Salary \$ 139,053	\$ 142,529	\$ 146,092	\$ 149,745	\$ 153,488	\$ 157,326	\$ 161,259	\$ 165,290	\$ 169,422	\$ 173,658
		Hourly \$ 66.85	\$ 68.52	\$ 70.24	\$ 71.99	\$ 73.79	\$ 75.64	\$ 77.53	\$ 79.47	\$ 81.45	\$ 83.49
44	Finance Director	Annual Salary \$ 143,857	\$ 147,453	\$ 151,140	\$ 154,918	\$ 158,791	\$ 162,761	\$ 166,830	\$ 171,001	\$ 175,276	\$ 179,657
		Hourly \$ 69.16	\$ 70.89	\$ 72.66	\$ 74.48	\$ 76.34	\$ 78.25	\$ 80.21	\$ 82.21	\$ 84.27	\$ 86.37
46	Assistant City Manager	Annual Salary \$ 134,760	\$ 141,498	\$ 148,573	\$ 156,002	\$ 163,802	\$ 171,992	\$ 180,592	\$ 189,621	\$ 199,102	\$ 209,057
		Hourly \$ 64.79	\$ 68.03	\$ 71.43	\$ 75.00	\$ 78.75	\$ 82.69	\$ 86.82	\$ 91.16	\$ 95.72	\$ 100.51

Salary Matrix
Professional Firefighters Association

Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5
201	Fire Captain Annual Salary Hourly	\$ 100,111 \$ 34.28	\$ 105,180 \$ 36.02	\$ 110,504 \$ 37.84	\$ 116,099 \$ 39.76	\$ 121,975 \$ 41.77
204	Engineer Annual Salary Hourly	\$ 86,810 \$ 29.73	\$ 91,151 \$ 31.22	\$ 95,708 \$ 32.78	\$ 100,494 \$ 34.42	\$ 105,518 \$ 36.14
203	Firefighter/Paramedic Annual Salary Hourly	\$ 78,739 \$ 26.97	\$ 82,676 \$ 28.31	\$ 86,810 \$ 29.73	\$ 91,151 \$ 31.22	\$ 95,708 \$ 32.78
206	Single-Function Firefighter Annual Salary Hourly	\$ 65,616 \$ 22.47	\$ 68,897 \$ 23.59	\$ 72,342 \$ 24.77	\$ 75,959 \$ 26.01	\$ 79,757 \$ 27.31
208	Single-Function Paramedic Annual Salary Hourly	\$ 65,616 \$ 22.47	\$ 68,897 \$ 23.59	\$ 72,342 \$ 24.77	\$ 75,959 \$ 26.01	\$ 79,757 \$ 27.31

Effective Date: June 4, 2023 - Resolution 23-53 and 23-54 - 20% COLA for all SMPFA Members

Salary Matrix
Professional Firefighters Association

Range	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5
201	Fire Captain	Annual Salary Hourly \$ 100,111 \$ 34.28	\$ 105,180 \$ 36.02	\$ 110,504 \$ 37.84	\$ 116,099 \$ 39.76	\$ 121,975 \$ 41.77
209	Fire Captain/ Paramedic	Annual Salary Hourly \$ 110,122 \$ 37.71	\$ 115,698 \$ 39.62	\$ 121,555 \$ 41.63	\$ 127,709 \$ 43.74	\$ 134,173 \$ 45.95
204	Engineer	Annual Salary Hourly \$ 86,810 \$ 29.73	\$ 91,151 \$ 31.22	\$ 95,708 \$ 32.78	\$ 100,494 \$ 34.42	\$ 105,518 \$ 36.14
210	Engineer / Paramedic	Annual Salary Hourly \$ 95,491 \$ 32.70	\$ 100,266 \$ 34.34	\$ 105,279 \$ 36.05	\$ 110,543 \$ 37.86	\$ 116,070 \$ 39.75
203	Firefighter/Paramedic	Annual Salary Hourly \$ 90,550 \$ 31.01	\$ 95,078 \$ 32.56	\$ 99,832 \$ 34.19	\$ 104,823 \$ 35.90	\$ 110,065 \$ 37.69
206	Single-Function Firefighter	Annual Salary Hourly \$ 65,616 \$ 22.47	\$ 68,897 \$ 23.59	\$ 72,342 \$ 24.77	\$ 75,959 \$ 26.01	\$ 79,757 \$ 27.31
208	Single-Function Paramedic	Annual Salary Hourly \$ 65,616 \$ 22.47	\$ 68,897 \$ 23.59	\$ 72,342 \$ 24.77	\$ 75,959 \$ 26.01	\$ 79,757 \$ 27.31

Effective Date: July 2, 2023 - Resolution 23-53 and 23-54 - 15% Paramedic License and 10% Out-of-Rank Paramedic License

Part-Time Salary Matrix

July 2, 2023
Fiscal Year 2023-24

Position Title	Range	Step 1
Program Specialist	57	\$ 15.50
Film Monitor - Office	62	\$ 15.50
Film Monitor - Location	65	\$ 35.00
Fire Safety Officer - Filming	64	\$ 50.00
Facility Attendant	61	\$ 15.50
Library Page	51	\$ 15.50
Library Clerk	54	\$ 15.50
Library Technician I	58	\$ 19.73
Library Technician II	86	\$ 21.75
Associate Librarian	63	\$ 26.26
Police Cadet	57	\$ 15.50
Dispatcher I	95	\$ 26.05
Dispatcher II	59	\$ 31.67
Records Clerk	55	\$ 22.29
Community Service Officer	83	\$ 20.72
Investigator	75	\$ 30.60
Patrol Officer	84	\$ 45.96
Lieutenant	70	\$ 42.25
Code Enforcement	83	\$ 20.72
Emergency Services Coordinator (EOC)	96	\$ 30.00
EMS Coordinator	97	\$ 33.13
Fire Captain	83	\$ 20.72
Paramedics	85	\$ 15.50
Engineer II	74	\$ 15.50
Strike Team Responder - Firefighter	67	\$ 17.68
Strike Team Responder - Engineer	68	\$ 23.16
Strike Team Responder - Captain	69	\$ 34.80
Strike Team Responder - Battalion Chief	70	\$ 48.22
Strike Team Responder - Deputy/Asst. Chief	71	\$ 52.33
Strike Team Responder - Fire Chief	72	\$ 52.33
Water Pump Operator	81	\$ 16.47
Maintenance Worker	80	\$ 15.68
Administrative Clerk	76	\$ 18.32
Account Technician	82	\$ 19.08
Accountant	79	\$ 25.19
Analyst	79	\$ 25.19
Intern (Entry Level)	90	\$ 15.50
Administrative Intern	91	\$ 16.00
Management Intern	92	\$ 17.00
Fire Recruit	94	\$ 15.50