**CITY OF NEVADA CITY**
**SIDE LETTER NO. 2 TO MEMORANDUM OF UNDERSTANDING**

**TO**: Catrina Olson, City Manager

**FROM**: Dan Paulus, Fire Captain – Shop Steward, Nevada County Professional Firefighters, IAFF Local 3800

**SUBJECT**: Amendment No. 2 to the Nevada County Professional Firefighters, Local 3800 Memorandum of Understanding dated July1, 2018 through June 30th, 2021.

**EFFECTIVE DATE**: August 22, 2018 & June 30, 2019

Parties to this agreement are the City of Nevada City (City) and IAFF Local 3800 (Local 3800).

The parties agree to replace Article 14 of the current memorandum of Understanding (MOU) with **ARTICLE 14A HOURS OF WORK AND BASIS OF COMPENSATION**, and **ARTICLE 14B: OVERTIME; CALLBACK; STANDBY; COURT TIME; TRAINING TIME**. The 28-day FLSA cycle in this section shall be deemed to have started on June 30, 2019.

Parties further agree to replace Article 23 of the current MOU with **ARTICLE 23: FIRE ENGINEER RANK**.

Parties also agree to the additional language below:

## 14-A. HOURS OF WORK AND BASIS OF COMPENSATION

Section 1: Pay Periods

The "pay period" shall be fourteen (14) calendar days from Sunday at 0800 to 0800 on the second Saturday thereafter, and refers to the period of computing compensation due for all normal working days during that period. Actual payment of payroll shall be made the ensuing Friday following the end of the pay period. The employee or his designee with valid ID may pick up payroll after 12:00 noon that Friday at the employee's assigned station. There are twenty-six (26) equal pay periods per year.

Section 2: Work Periods

a. For employees assigned to Shift Work, the work period will be a twenty-eight (28) day work period.
b. The average weekly duty hours shall be fifty-six (56) hours per week for Shift Employees.
c. The Bi-weekly average work hours shall be one hundred twelve (112) hours for positions of Firefighter, Engineer and Captain who are assigned shift work at fire station(s) and shall coincide with the established two (2) week pay period (consisting of fourteen (14) days or two (2) weeks).
d. A Standard work period for employees assigned forty (40) work hours per week is

fourteen (14) calendar days from Sunday (starting at midnight Saturday) to midnight of the second Friday thereafter, and refers to the period for computing compensation due for all normal working days during that period.

e. Payroll checks will be available the ensuing Friday by noon following the end of the pay period. Direct deposit pay checks will have funding available on the morning of the Friday payroll date.

Section 3: Calculation of Compensation

a. Compensation for Shift employees is based on twenty-seven hundred, fifty-six (2,756) hours per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour. The amount of salary for the first pay period in a twenty-eight (28) day work period shall be calculated by multiplying the hourly rate by one hundred six (106) hours. The second pay period of a 28-day work period will be 106 hours at the hourly rate plus FLSA overtime and other appropriate compensation earned during the entire 28-day work period.
b. For employees working a Standard work period pay is based on 2,080 hours per year with twenty-six (26) equal pay periods per year. The payment of compensation shall be calculated to the nearest one-quarter (1/4) hour.
c. Compensation is based on the hourly rates and pay schedule set forth in Appendix A. Adjustments in hourly rates are rounded up to the next penny, but may not exceed the top of any pay range.

Section 4: Work Day

a. For Shift Employees working the normal work day means each day on which a shift employee performs a normal working shift of twenty-four (24) hours including holidays, Saturday and Sunday. No work hours will be added or deducted due to daylight savings changes.
b. For employees working a Standard 2,080 hours per year the normal work day means each day on which an employee performs a normal working shift of eight (8) hours, including holidays, Saturday and Sunday. All time appropriately authorized in excess of eight (8) hours per workday shall be administered pursuant to Article 5. Work periods may be adjusted to reflect alternative work schedules. The normal work day is 8:00 am to 5:00 pm.

Section 5: Work Schedule

a. The work schedule for employees will be posted fourteen (14) days prior to the work period. The normal work schedule for 2,080 hour employees is Monday through Friday.

Section 6: Lunch Period

a. Employees are allowed a one (1) hour lunch period.

Section 7: Rest Period

a. Employees are allowed one (1) fifteen (15) minute rest period during the mid-morning hours and one (1) fifteen (15) minute rest period during the mid-afternoon hours except in the case of an emergency response.
b. Employees working 8 hours per day (or alternate schedule) are provided one paid fifteen (15) minute rest period for each half of the work day and a one hour lunch break, generally in the middle of the work day. Lunch period and rest periods generally are not to be taken within one hour of start or ending times.

Section 8: Shift Trades

a. With approval of the Fire Chief or designee, the trading of hours between employees may occur without overtime or other financial liability to the City. The trading of time between employees may occur from one work period to another. All such trades will be voluntary by the employees affected. All shift trades shall be scheduled in accordance with Standard Operating Procedure (SOP). There shall be no limitation to the number of shift trades between employees.

## 14B. OVERTIME; CALLBACK; STANDBY; COURT TIME; TRAINING TIME

Section 1: Policy

a. The Fire Chief or his designee will schedule the work of the department so that shift employees will normally not work more than their assigned shifts in a twenty-eight (28) day work period. Overtime work will be held to a minimum consistent with the necessary staffing requirements of the fire department and emergencies within the city. The Fire Chief, or his/her designee, shall designate work schedules for employees to carry out the work herein provided. The Fire Chief, or his/her designee, may alter this schedule from time to time when needs of the department require.

Section 2: Defined

a. Overtime is authorized time worked in excess of two hundred, twelve (212) hours in a twenty-eight (28) day work period.
b. Employees who work in excess of two hundred and twelve (212) hours in a twenty-eight (28) day work period, will receive time and one half (time or pay) for all hours worked in excess of two hundred and twelve (212) during the work period.
c. Employees who work less than two hundred and twelve 212 hours in a 28 day work period will receive straight time (time or pay) up to two hundred and twelve (212) hours.
d. For employees working a Standard work period, overtime is authorized for time worked in excess of the assigned daily shift, provided total time worked in excess of forty (40) hours in a work week. Time may be adjusted to reflect alternative work schedules.

Section 3: Authorization for Overtime Work

a. Overtime work not specifically authorized through the scheduling process shall be performed only upon express authorization of the Fire Chief or designee empowered by him/her to authorize the same.

Section 4: Reporting Overtime

a. Total hours of recorded authorized overtime for each work period for each employee shall be reported on attendance reports and shall be signed by Fire Chief or designated alternate. The total hours of prior accumulated compensatory time taken off during each pay period shall be likewise reported.

Section 5: Fringe Benefits Not Affected by Overtime

a. Overtime work shall not be a basis for increasing vacation or sick time leave benefits, nor shall it be a basis of advancing completion of required period for probation or salary advances.

Section 6: Court Appearances

a. When an employee is required to appear in court as a result of their employment with the City on his/her day off, said employee shall be entitled to overtime. The minimum overtime to which said employee is entitled shall be three (3) hours at time and one half when the court appearance occurs.
b. If placed on call-back status by the court for the morning session, the employee shall receive two hours of standby pay at straight time if no court appearance is made during the morning session. If the call-back status is then continued into the afternoon, the employee shall receive an additional two hours of standby pay at straight time if no court appearance is made during the afternoon session.
c. When an employee is required to appear in court as a result of their employment with the City on his/her day off, and the court appearance is canceled after 6:00 p.m. the day prior to the scheduled court proceeding, he/she shall receive two (2) hours pay at their time and one half rate.

Section 7: Compensation for Overtime

a. Compensatory time off (CTO) may be accrued up to eighty (80) hours. These limits may be exceeded due to emergencies, but are to be brought into compliance as soon as operationally possible.
b. An employee shall have the option to request compensatory time in lieu of paid time for overtime necessitated by call backs, training, sick leave, holiday, or vacation coverage. Approval from the Chief or designee is required. Strike team and overhead assignments will be paid only in overtime pay.
c. Employees who work less than 212 hours in a 28 day work period will receive their regular straight time pay, by including any available leave credits to reach the 212 hour level. Vacation, floating holidays, bereavement, jury duty, sick leave, and compensatory time off shall count as time worked for the purpose of computing overtime.

d. The following time is not considered work time for the purpose of calculating overtime:
   1. Time spent traveling to work and returning home in either personal or City owned vehicles.
   2. All time spent doing homework, study time, meal time, or sleep time when assigned off-duty training.
   3. All time putting on or removing uniforms.
   4. All time for personal preparation and clean-up.

e. Emergency overtime is that time when an off-duty employee is ordered to report for duty for other than a regularly scheduled shift. When so ordered the travel time for the employee to get to work, not to exceed 30 minutes, shall be counted as work time. Emergency overtime is when an employee's presence at work:
   1. Is deemed necessary or advisable to properly handle an emergency incident or incidents.
   2. To maintain necessary staffing levels.

f. Compensation received through the payment of workers compensation pay (4850) time shall not count as hours worked for the purpose of computing overtime.

## 23. FIRE ENGINEER RANK

City agrees to introduce the Fire Engineer rank, with a minimum of 1 position, starting no later than July 1, 2018.

Fire Engineer job description and qualifications are attached in Exhibit A

## PERS Repayment Schedule

Parties agree to a repayment period of no less than 24 pay-periods. Both Parties will be responsible for repaying any back-wages. Both sides will be responsible for their PERS share. Should an individual leave employment with the City prior to the repayment being completed, any amounts due shall be settled in the employee's final paycheck.

| | |
|---|---|
| Catrina Olson, City Manager | 12/3/19<br>Date |
| Loree' McCay, Administrative Services Manager | 12/3/19<br>Date |
| Dan Paulus, Fire Captain | 12-9-2019<br>Date |
| Clayton Thomas, President Local 3800 | 12-9-2019<br>Date |