



CITY OF  
**FOLSOM**  
DISTINCTIVE BY NATURE

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF FOLSOM FIRE DEPARTMENT  
MIDDLE MANAGEMENT EMPLOYEES  
(CFFDMME)  
AND  
CITY OF FOLSOM**

January 1, 20263 - December 31, 20285

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**PREAMBLE**

On the date hereinafter subscribed, authorized representatives of the City of Folsom, herein called "City", and authorized representatives of the City of Folsom Fire Department Mid-Management Employees, herein called "CFFDMME", made and entered into this Memorandum of Understanding, hereinafter referred to as "Agreement" or "MOU." Pursuant to Section 3500 et seq. of the Government Code of the State of California, an agreement between the aforementioned parties has as its purpose the promotion of harmonious labor relations; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

The term "agreement" as used herein means the written agreement provided under Section 3505.1 of the Government Code.

It is understood and agreed that this Memorandum of Understanding supersedes and replaces all previous such actions on these points by and between the City of Folsom and the CFFDMME.

**ARTICLE I. RECOGNITION AND COVERAGE**

**1. RECOGNITION**

The CFFDMME is recognized as the exclusive representative, as provided in the City's Employer-Employee Relations Policy, for all employees assigned to the Fire Mid-Management Bargaining Unit in the following classifications:

- Fire Battalion Chief
- Fire Division Chief

In the event new classifications are established which are appropriate for this unit, the parties agree to meet and confer for the purpose of including such in the Fire Mid-Management Bargaining Unit.

**2. CONTINUATION OF BENEFITS**

A. This Memorandum of Understanding is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this Memorandum of Understanding. No amendment, alteration, understanding, variation, waiver or modification of any terms or provisions of this Memorandum of Understanding shall in any manner be binding upon the parties unless made and executed in writing between the parties

hereto and approved and implemented by the City Council.

- B. Terms and conditions of employment as specified in this Memorandum of Understanding shall remain in full force and effect during the term of this Memorandum of Understanding unless modified pursuant to the above paragraph. Where ordinances, rules, and policies conflict with this Memorandum of Understanding, the Memorandum of Understanding shall prevail.

3. **MEETING AND CONFERRING DURING THE TERM OF THE MOU**

This Memorandum of Understanding shall be effective January 1, 202~~36~~<sup>30</sup>, and shall expire December 31, 202~~58~~<sup>52</sup>. Unless specifically agreed otherwise, this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters contained in this Memorandum of Understanding and supersedes and cancels all prior or existing understandings or agreements between the parties, whether formal or informal.

During the term of this Memorandum of Understanding, representatives of the City and CFFDMME may meet and confer on matters of mutual concern. Any agreement reached between the parties shall be memorialized in writing and be deemed a "Side Letter" to this Memorandum of Understanding.

The City Manager is authorized to enter into a Side Letter on behalf of the City for purposes of the interpretation or administration of this Memorandum of Understanding. A Side Letter to this Memorandum of Understanding shall not be deemed valid until signed by the City Manager or designee, approved as to form by the City Attorney, and signed by an authorized representative of CFFDMME. Side Letters agreed to during the term of this Memorandum of Understanding may be incorporated into any successor Memorandum of Understanding.

The parties agree to begin negotiations on a successor Memorandum of Understanding not later than 120 calendar days prior to the expiration of this Memorandum of Understanding.

4. **SEVERANCE**

Should any provision of this Agreement be found unlawful or unenforceable by a court of competent jurisdiction, or invalidated by subsequent enacted legislation, the remainder of the Agreement shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

Upon a change in the dental, vision, short term, long term, or life insurance plans provided in this Agreement, the parties agree to meet and confer over the impact of the change on employees in the Fire Mid-Management Bargaining Unit.

## ARTICLE II. MANAGEMENT RIGHTS

To ensure that the City is able to carry out its statutory functions and responsibilities, nothing contained in this article shall be construed to require the City to negotiate on matters which are solely a function of management, or not otherwise assigned as an employee right, including the following:

1. To manage the City generally and to determine issues of policy.
2. To determine the existence of facts which are the basis of management decisions.
3. To determine the necessity for and organization of any service or activity conducted by the City, and to expand or diminish services.
4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
5. To determine methods of financing.
6. To determine types of equipment or technology to be used.
7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and composition of the work force, and to allocate and assign the work which the City operations are to be conducted.
8. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or sub-contract any work or operation of the City.
9. To assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments upon reasonable notice and good faith meet and confer.
10. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive.
11. To establish and modify productivity and performance programs and standards.
12. To dismiss, suspend without pay, demote, reprimand, without salary step increases, or otherwise discipline employees for cause.

- 13. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, and job classifications, and to reclassify employees.
- 14. To hire, transfer, promote and demote employees for non-disciplinary reasons.
- 15. To determine policies, procedures, and standards for selection, training and promotion of employees.
- 16. To establish reasonable employee performance standards, including, but not limited to, quality and quantity standards, and to require compliance therewith.
- 17. To maintain order and efficiency in City facilities and operations.
- 18. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the City. The City agrees to meet and confer on any items that fall within the scope of Government Code Section 3500 et, seq.
- 19. To restrict the activity of an employee organization on the municipal property and on municipal time except as set forth in the City's Personnel Rules and Regulations.
- 20. To take all necessary actions to carry out the mission of the City in emergencies.

### ARTICLE III. SALARY AND OTHER COMPENSATION

#### 1. SALARY RANGE

- A. The salary ranges for the CFFDMME represented classes are attached to this Memorandum of Understanding (Attachment A). ~~These salary ranges shall be effective January 1, 2023. These salary ranges include Education Incentive Pay that was previously paid as additional compensation, which was incorporated into base pay under the 2020 – 2022 MOU.~~
- B. Salary range steps shall be approximately 5% between steps.

~~Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in the City of Folsom Personnel Rules and Regulations, and this MOU, shall apply. Anniversary dates shall remain the same.~~

#### 2. SALARY

- A. ~~Effective January 1, 2026, or the first full pay period following ratification of this Agreement, whichever is later, all employees shall receive a salary increase of 2.5%. 3, all employees shall receive a salary increase of 3.5%.~~  
A.
- B. Effective January 1, 202~~7~~4, all employees shall receive a salary increase of 2.53%.

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~~C.~~ Effective January 1, 202~~85~~<sup>86</sup>, all employees shall receive a salary increase of ~~2.53~~%.

~~3.~~ SPECIAL SALARY INCREASE

~~C.~~ Effective January 1, 2023, the classes of Division Chief and Battalion Chief shall receive a special salary increase of 5%.

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43. MARKET SURVEY

Should the City conduct a market survey of the CFDDMME classes, the study shall determine the relationship of the total compensation for the City of Folsom job classifications when compared to comparable job classifications in the following agencies: City of Davis, City of Rocklin, City of West Sacramento, City of Sacramento, Sacramento Metropolitan Fire Protection District, City of Roseville, El Dorado Hills Fire District, and Cosumnes Community Services District.

54. LONGEVITY PAY

A. ~~Subject to subsection B below,~~ employees shall be eligible to receive longevity pay beginning with ten (10) or more years of City service. The longevity pay formula is based on 2.5% increments and is as follows:

- 2 ½% after ten (10) continuous years of city service
- an additional 2 ½% for a total of 5% after fifteen (15) continuous years of city service
- an additional 2 ½% for a total of 7 ½% after twenty (20) continuous years of city service

~~B. Employees hired after July 1, 2010, shall not be eligible to receive Longevity Pay.~~

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65. DEFERRED COMPENSATION

For employees participating in the City's deferred compensation program, the City agrees to make the following matching contributions in accordance with the following schedule:

<u>Length of Service</u>	<u>Maximum City Matching Contribution</u>
0 -10 years	\$250.00 per month
10 -15 years	\$275.00 per month
15 -20 years	\$300.00 per month
20+ years	\$350.00 per month

**76. VEHICLE ASSIGNMENT**

With the recommendation of the Fire Chief and approval of the City Manager, employees may be provided a department vehicle for transportation to and from job-related activities.

**87. CELLULAR TELEPHONE ASSIGNMENT**

At the discretion of the Fire Chief, employees may be assigned a cellular telephone for communications accessibility.

**98. RETIREMENT****A. Public Employees Retirement System (PERS) – Formula**

~~All safety fire~~ employees hired by the City of Folsom on or prior to ~~October 16, 2011~~ June 30, 2010, shall receive the retirement benefit of 3% @ 50. ~~All safety fire~~ employees hired by the City of Folsom on or after ~~October 17, 2011~~ July 1, 2010, who qualify as CalPERS Classic members shall receive the retirement benefit of 2% @ 50. Safety fire employees hired on or after January 1, 2013, who qualify as CalPERS PEPRA members shall receive the retirement benefit of 2.7% @ 57 or as specified Pursuant to in the the California Public Employee's Pension Reform Act of 2013 (PEPRA AB 340), all employees hired after January 1, 2013, shall receive the retirement benefit of 2.7 @ 57.

Safety fire All employees hired by the City of Folsom prior to ~~October 16, 2011~~ June 30, 2010, shall receive the retirement benefit (subject to PERS limits) based on the single highest twelve (12) months of compensation. Safety fire All employees hired by the City of Folsom on or after ~~October 17, 2011~~ July 1, 2010, shall receive the retirement benefit (subject to PERS limits) based on the employee's highest average monthly compensation during thirty-six (36) consecutive months of employment as provided in state law pertaining to CalPERS.

**B. Public Employees Retirement System (PERS) -- Contributions**

The City agrees to pay the full cost of employer contributions to the California Public Employees' Retirement System (CalPERS) for all employees in the CFFDMME bargaining unit, as currently contracted with CalPERS. Employees shall pay the employee share of retirement according to the following schedule:

- ~~Classic s~~ Safety fire employees who are CalPERS Classic members shall pay 9% ~~of as~~ the employee share of retirement.
- ~~PEPRA s~~ Safety fire ~~employees~~ who are PEPRA members shall pay the employee share of retirement as specified and adjusted by CalPERS.

**490. PRE-RETIREMENT OPTIONAL SETTLEMENT 2W DEATH**

**BENEFIT (SURVIVORS)**

The City's contract with the Public Employees' Retirement System (PERS) includes Government Code Section 21548, Pre-Retirement Optional Settlement 2W Death Benefit.

**140. EMT 1A CERTIFICATION / PARAMEDIC LICENSE**

The parties agree that an Emergency Medical Technician 1 (EMT 1A) certification is required for all CFFDMME positions and that a Paramedic License is optional but preferred. Employees shall receive \$250.00 per month in addition to in their base salary for a valid EMT 1A Certificate or \$550.00 per month for a Paramedic License.

**ARTICLE IV. OVERTIME**

**1. OVERTIME COMPUTATION**

A. ~~Employees-Battalion Chiefs~~ assigned to a 56-hour workweek shall be compensated at the rate of time and one-half of the total hourly compensation rate for all hours worked in emergency response that are not part of the employee's normally assigned work schedule.

B. ~~Employees assigned to a 40-hour work week and~~ Fire Division Chiefs assigned to work overtime in a 56-hour shift position shall be compensated at one and one-half times the employee's straight time hourly rate of pay based on a 56-hour work week (2912 hours worked per year rather than 2080 hours).

C. Employees assigned to work a special event for which the City is reimbursed for the cost of City fire personnel shall be compensated at one and one-half times the employee's straight time hourly rate of pay based on either a 40 hour or 56-hour work schedule, depending on the employee's normal assigned work week.

D. For purposes of this section, total hourly compensation shall include base salary, longevity pay, paramedic pay, and EMT pay. ~~and 40-hour work schedule salary differential received by an employee.~~

E. Except as specifically provided for the above, employees are not entitled to overtime pay unless pre-authorized by the Fire Chief.

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**2. COMPENSATORY TIME OFF**

A. An employee eligible to receive overtime pay pursuant to Section 1, above, may instead elect to receive Compensatory Time Off (CTO) at a rate of one and one half hours of CTO for every one hour of eligible

overtime. A Division Chief working overtime in a 56-hour shift position is not eligible to receive CTO.

B. Shift employees may accrue up to ninety-six (96) hours of CTO. Non-shift employees may accrue up to eighty (80) hours of CTO. Accrued CTO shall be used before any other accrued leave time is used. An employee promoting into the position of Battalion Chief must cash out any CTO hours above ninety six (96) prior to promotion. A Battalion Chief promoting to Division Chief must cash out all CTO hours prior to promotion.

D.

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## ARTICLE V. HOURS OF WORK

### 1. SHIFTS

- A. Employees shall work either a 56-hour workweek or a 40-hour workweek. Employees working a 56-hour workweek shall work the following work shift:
  - (1) Personnel working a 56-hour workweek (2,912 hours per year) will work a total of four shifts within a twelve (12) day work period. Each shift shall be for 24 hours in duration and shall be scheduled back-to-back, contiguously. A shift rotation is defined as two (2) back-to-back, contiguous 24-hour shifts.
  - (2) The twelve (12) day work period shall start at 0800 hours. This establishes the FLSA 7K work period applicable to employees in this unit.
  - (3) Pursuant to Article II, Management Rights, of this MOU work schedules, including the applicable 7K work period, shall continue to be at the discretion of the Fire Chief in consultation with the City Manager, upon reasonable notice and good faith meet and confer with the CFFDMME. The City also reserves the right to review this shift schedule on a periodic basis in order to address any potential inequities or problems.
- B. Employees assigned to a 40-hour workweek may work a flexible schedule upon approval of the Fire Chief. ~~Telecommuting may be considered as part of this flexible schedule for assignments that may be applicable.~~

## ARTICLE VI. LEAVES

## 1. ANNUAL LEAVE

- A. Employees shall receive the following Annual Leave credits.

Non-shift personnel (40-hour work week):

<u>Length of Service</u>	<u>Annual Leave Allowance</u>
0 - 5 years	16 hours per month
5 - 10 years	19 hours per month
10 - 15 years	22 hours per month
15+ years	25 hours per month

Shift personnel (56-hour work week):

<u>Length of Service</u>	<u>Annual Leave Allowance</u>
0 - 5 years	23 hours per month
5 - 10 years	28 hours per month
10 - 15 years	32 hours per month
15+ years	35 hours per month

- B. Except as specified in Article VI, Section C (1) below, employees shall not accrue sick leave. However, employees who have accumulated sick leave hours shall retain such hours and may use such leave credits pursuant to Article VI, Section 4, Sick Leave, of this MOU.
- C. Employees with annual leave balances that exceed the annual leave caps of 320 for non-shift/480 for shift employees as of the date of ratification by City Council of this MOU, may retain such balances until the annual leave balances are reduced to the new caps.
- (1) To avoid exceeding the maximum of 320/480 hours of accumulated annual leave, the City may direct an employee to take time off on annual leave. However, in the event the City does not approve annual leave for an employee in an amount sufficient to reduce accumulated annual leave to 320/480 hours, the number of hours that exceed 320/480 hours shall be rolled over into sick leave until the annual leave balance is reduced to the cap.
  - (2) Employees may cash out up to 40 hours of annual leave for non-shift personnel, and 56 hours of annual leave for shift personnel per fiscal year. Annual leave shall be cashed out pursuant to procedures established by the City Human Resources Department.
  - (3) Accrued annual leave shall be cashed out upon separation of employment with City on an hour for hour basis.

## 2. MANAGEMENT LEAVE

Employees shall receive management leave at a rate of 80 hours annually based on a fiscal calendar. Such leave shall be posted to affected employees on July 1<sup>st</sup> each year. Employees promoted with less than 12 months' service in a CFFDMME shall accrue management leave on a prorated basis.

A member of CFFDMME who works substantially more than 80 hours per pay period without compensation, may be allocated up to a total of 100 hours per year of management leave. Annually, the Fire Chief may provide a list to the City Manager of those employees who they feel are deserving of the additional management leave. A list of regularly performed duties in excess of compensated hours shall be included with each employee's name. The list shall be submitted for the City Manager's review and approval no later than July 1 of each year. All such requests are subject to final approval by the City Manager.

## 3. LEAVE CONVERSIONS

Effective January 1, 2023, the City and CFFDMME agree to the following terms related to the conversion of annual leave hours by employees when they are placed in temporary and permanent assignments within the department.

- A. Conversion from 56 Hour to 40 Hour Work Week Assignments. Employees temporarily or permanently assigned to staff positions on a 40-hour work week schedule shall have annual leave usage banks converted using a division factor of 1.4 for each hour available in the leave bank. As an example, a 56-hour employee with 100 hours of annual leave would see their annual leave bank adjusted to 71.43 hours when the employee is assigned to a 40-hour work assignment.
- B. Conversion from 40 Hour to 56 Hour Work Week Assignments. Employees temporarily or permanently assigned to line positions on a 56-hour work week schedule shall have annual leave usage banks converted using a multiplier factor of 1.4 for each hour available in the annual leave bank. As an example, a 40-hour employee with 71.43 hours of annual leave would see their annual leave bank adjusted to 100 hours when the employee is assigned to a 56-hour work assignment.
- C. Leave usage rates shall be applied at the hourly rate used by the employee during the temporary or permanent assignment.
- D. Leave conversion rates shall be applied to annual leave accrual banks provided to the employee by the City.
- E. As of January 1, 2023, the City agrees it will not convert sick leave banks.

4. SICK LEAVE

- A. Sick leave may be used by employees for purposes enumerated in City Personnel Rules.
- B. Consistent with PERS law, sick leave shall be converted to service credit for purposes of retirement (Government Code section 20965).
- C. Accrued sick leave shall not be cashed out.
- D. There shall be no maximum on the number of hours of sick leave an employee may accrue (bank).

5. HOLIDAY PAY

A. The following holidays shall be observed by the City:

- 1) New Year's Day (January 1)
- 2) Martin Luther King Day
- 3) President's Day (Washington's Birthday)
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Veterans Day
- 8) Thanksgiving Day
- 9) Friday following Thanksgiving Day
- 10) December 24
- 11) Christmas Day
- 12) December 31

B. Employees who are normally required to work on the holidays listed in subsection A shall receive a 6% Holiday Pay differential. Holiday Pay shall be multiplied by the employee's salary step and paid each pay period. ~~Employees with accrued Holiday Leave credits on the books may take such time off in the same manner as Annual Leave.~~ Holiday Pay shall be compensable for retirement (PERS) purposes.

C. Any employee with Holiday Leave credits accrued under prior agreements may use those credits in the same manner as Annual Leave.

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6. VACATION SCHEDULING

The City and CFFDMME agree to establish a vacation scheduling procedure as noted below:

- A. No more than one (1) employee shall be granted leave for vacation purposes at the same time; provided, however, that on holidays the Fire Chief may authorize more than one employee.
- B. Employees shall not be granted leave for vacation purposes for more than forty-five (45) consecutive calendar days. Employees must return to duty

for at least fourteen (14) calendar days before being eligible to take additional leave for vacation purposes.

- C. Employees will not be contacted during vacation periods to work overtime during their vacation and will not be force hired to maintain normal day-to-day minimum staffing during their scheduled vacation period. Employees may be subject to vacation cancellation and recall pursuant to City Personnel Rules and Regulations.

## 7. BEREAVEMENT LEAVE

Employees may use Classified permanent or promotional probationary employees may be granted a maximum of ninety-six (96) hours or four (4) shifts from accrued leave time as bereavement leave for each instance to deal with matters related to the funeral, death, or critical illness (where death appears imminent) of any member of the employee's immediate family, including aunt, uncle, brother-in-law, sister-in-law, daughter-in-law and son-in-law. Employees on a 56-hour workweek may be granted up to ninety-six (96) hours of four (4) shifts for bereavement leave. Employees on a 40-hour workweek may be granted up to forty (40) hours of bereavement leave.

Annual Leave usage for Bereavement Leave shall be taken by the employee in twelve hour or greater increments for 56-hour employees, and four (4) hour increments for 40-hour employees.

## 8. PERSONAL LEAVE TIME

- A. Any Personal Leave Time (PLT) remaining on the books may be used by employees for time off on an hour for hour basis until the employee has exhausted the bank. Use of PLT time shall be subject to the following:
- (1) Use of PLT shall be subject to the operating needs of the Fire department.
  - (2) Use of PLT shall not cause the Fire department to backfill behind an employee using PLT.
  - (3) PLT shall have no cash value and may not be cashed out. If an employee terminates employment with the City or retires, any PLT remaining in the bank shall be surrendered with no value to the employee.

## ARTICLE VII. INSURANCE

The City's obligation for health, dental, vision, life and disability insurance coverage is limited to plan contribution. Plan content, including eligibility criteria, is determined by

the respective carriers.

1. 4. HEALTH INSURANCE

A. The City's maximum monthly contribution for active employee health coverage for the year 2025 is as follows:

- Employee only: \$754
- Employee plus one: \$1,506
- Employee plus family: \$1,955

B. The City's maximum monthly contribution for active employee health insurance will be adjusted annually. If there is an increase in the Kaiser HMO monthly premium, the City will cover 50% of the increase, adding it to the previous year's contribution for employee-only, employee plus one, and employee plus two or more coverage levels. The final amount will be rounded to the next whole number. The employee is responsible for the difference between the applicable premium and the City's contribution. If there is no premium increase, the City's contribution remains unchanged.

Example:

If the previous year's City contribution for the employee-only coverage was \$500 and the Kaiser HMO premium increased by \$20, the new City contribution would be:

$\$500 + (50\% \text{ of } \$20) = \$500 + \$10 = \$510$

C. Employees who enroll in a health plan with a higher monthly premium than the City's maximum monthly contribution as established under part A and B above shall pay the difference between the maximum contribution amount and cost of the premium through payroll deduction.

~~Effective April 1, 2011, as demonstrated in the example below, employees shall be included in the same health plan design as the majority of City employees, including copayments. The City's maximum monthly contribution for active employee health insurance coverage shall be adjusted annually to an amount equal to 50% of the increase, if any, above the prior year's Kaiser monthly premium rate combined with the City's prior year contribution amount for employee only, employee plus 1, and employee plus 2 or more (rounded to the next whole number). The employee is responsible for the difference between the applicable premium and the City's contribution.~~

Example:

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~~**Employee only category:** The 2010 monthly premium for Kaiser employee only is \$507.89 and the City's maximum monthly contribution is \$486.00. If this premium increases by 10% for 2011, or to \$558.68, the City's contribution for 2011 for the employee only category would be computed as follows:  $\$558.68 - \$507.89 = \$50.79$ ,  $\$50.79 \times 50\% = \$23.40$ ,  $\$486.00 + \$23.40 = \$509.40$ . After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$509 per month. If the premium increases by 10% for 2012, or to \$614.55, the City's contribution for 2012 for the employee only category would be computed as follows:  $\$614.55 - \$558.68 = \$55.87$ ,  $\$55.87 \times 50\% = \$27.93$ ,  $\$509.00 + \$27.93 = \$536.93$ . After rounding to the next whole number, the City's maximum contribution for health insurance for the employee only category would be \$537 per month.~~

~~**Employee plus 1 category:** The 2010 monthly premium for Kaiser employee plus 1 is \$1,015.78 and the City's maximum monthly contribution is \$972.00. If this premium increases by 10% for 2011, or to \$1,117.36, the City's contribution for 2011 for the employee plus 1 category would be computed as follows:  $\$1,117.36 - \$1,015.78 = \$101.58$ ,  $\$101.58 \times 50\% = \$50.79$ ,  $\$972.00 + \$50.79 = \$1,022.79$ . After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,023 per month. If the premium increases by 10% for 2012, or to \$1,229.10, the City's contribution for 2012 for the employee plus 1 category would be computed as follows:  $\$1,229.10 - \$1,117.36 = \$111.74$ ,  $\$111.74 \times 50\% = \$55.87$ ,  $\$1,023.00 + \$55.87 = \$1,078.87$ . After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 1 category would be \$1,079 per month.~~

~~**Employee plus 2 or more category:** The 2010 monthly premium for Kaiser employee plus 2 or more is \$1,320.52 and the City's maximum monthly contribution is \$1,263.00. If this premium increases by 10% for 2011, or to \$1,452.57, the City's contribution for 2011 for the employee plus 2 or more category would be computed as follows:  $\$1,452.57 - \$1,320.00 = \$132.57$ ,  $\$132.57 \times 50\% = \$66.29$ ,  $\$1,263 + \$66.29 = \$1,329.29$ . After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be \$1,329 per month. If the premium increases by 10% for 2012, or to \$1,597.83, the City's contribution for 2012 for the employee plus 2 or more category would be computed as follows:  $\$1,597.83 - \$1,452.57 = \$145.26$ ,  $\$145.26 \times 50\% = \$72.63$ ,  $\$1,329 + \$72.63 = \$1,401.63$ . After rounding to the next whole number, the City's maximum contribution for health insurance for the employee plus 2 or more category would be \$1,402 per month.~~

~~B. Employees who select a health plan with higher monthly premiums than the maximum monthly premium paid by the City (Section A above) shall~~

~~pay the difference through payroll deduction. Should employees select a health plan with lower monthly premiums than the maximum monthly premium paid the City, the City's contribution shall be limited to the cost of the monthly premium.~~

~~C. Notwithstanding Section 1, Item A, the City's maximum monthly contribution for active employee health insurance coverage shall not be reduced more than eighty percent (80%) of the Kaiser premium cost for the employee only category, employee plus 1 category, or employee plus 2 or more category.~~

D. High Deductible Health Plans

- (1) The City agrees to offer High Deductible Health Benefit Plans offered by the health benefit plan carriers.
- (2) The City agrees to make available a Health Savings Account (HSA) to eligible active employees who select a High Deductible Health Benefit Plans.
- (3) Fifty percent (50%) of the difference between the City's monthly contribution towards the cost of the Kaiser HMO Health plan premiums as set forth in Article VII, Section 1 of the MOU and the monthly premium for a High Deductible Health Plan shall be contributed into the employee's HSA. Tax status of contributions, contribution amounts, and use of HSA funds shall be in accordance with federal and state law.

E. The City will maintain an IRS 125 Medical Reimbursement Account. Employees may participate in the account pursuant to administrative procedures established by the City.

F. Health Insurance – Cash Back

- (1) Probationary or permanent employees, who certify to the Human Resources Department that they have group health insurance coverage with comparable benefits to health plans offered by City, may decline to participate in City health insurance coverage.
- (2) Employees who decline to participate in City health insurance coverage shall receive a cash back payment from the City of \$300.00 per month for each month the employee does not participate in City health insurance coverage.
- (3) Employees who have declined to participate in City health plan coverage pursuant to this section may enroll in City health plan coverage only during the annual open enrollment period, or other

qualifying life event as determined by the California Department of Insurance.

- (4) This section shall be administered pursuant to procedures established by the City Human Resources Department.
- (5) Employees who decline health insurance coverage shall continue to be eligible to participate in the City's vision and dental plans.
- (6) An employee whose spouse is employed by the City and receives health insurance is also eligible to receive the cash back payment.

## 2. DENTAL INSURANCE

~~Dental insurance will be provided by Delta Dental Services, Inc. The City will offer at least one dental insurance plan to eligible employees. The City will contribute 100%~~ <sup>80%</sup> of the monthly premium for an employee, employee and dependent or an employee plus family as set forth in the plan document. ~~The dental carrier Employees will contribute 20% of the monthly premium. The Delta Dental shall determine dental insurance coverage. Preferred Provider Program shall provide coverage maximum of \$1,750 per year for employees/dependents who patronize Preferred Provider Program participating dentists. Employees/dependents that choose non-participating dentists shall have a coverage maximum of \$1,500 per year.~~

## 3. VISION CARE

Vision insurance will be provided by Vision Services Plan (VSP). The City will contribute ~~100%~~ <sup>80%</sup> of the monthly premium for an employee, employee and dependent or an employee plus family as set forth in the plan document. ~~The City's obligation for vision insurance coverage is limited to plan contribution. Employees will contribute 20% of the monthly premium.~~

~~The following elements shall provide the basis of VSP coverage:~~

- ~~A. One eye exam every 12 months;~~
- ~~B. One set of lenses every 12 months;~~
- ~~C. \$150 allowance/wholesale basis for frames; and~~
- ~~D. A co-pay of \$5.00 per visit.~~

## 4. LIFE INSURANCE

The City agrees to provide \$60,000 life insurance coverage and \$60,000 accidental death and dismemberment coverage for employees covered by this MOU. Eligible dependents shall receive \$2,000 life insurance coverage.

## 5. SHORT TERM DISABILITY PROGRAM

The City agrees to provide a Short Term Disability Insurance Program, with the City paying 100% of the premium rate for the weekly indemnity insurance program (short-term disability) of up to 60% of salary, subject to the plan maximum, for up to sixty (60) calendar days. The waiting period for initiation of benefits shall be twelve (12) calendar days. Otherwise, the City's obligation to provide Short Term Disability insurance coverage is limited to plan contributions. The Short Term Disability insurance carrier shall determine plan content. Any change in the Short Term Disability Insurance plan that results in changes to the disability benefit is subject to meeting and conferring.

## 6. LONG TERM DISABILITY PROGRAM

The City agrees to provide a long-term disability program for employees in the CFFDMME Bargaining Unit as provided in the plan document. Plan coverage shall provide a maximum benefit of up to 60% of salary, up to age 65. The maximum payment on this plan is subject to plan agreement.

## 7. RETIREE HEALTH INSURANCE

A. Effective May 8, 2007, existing employees as of that date who retire<sup>1</sup> from City service may participate in the health insurance plans made available by the City for active employees until age 65 when they move to a Medicare Advantage Plan per subsection 2.v. of this section. The amount of the City's monthly contribution shall be determined as set forth below. Any costs that exceed the maximum paid by the City towards retiree health insurance costs shall be borne by the retiree.

- (1) Employees who retire with less than 5 years of service<sup>2</sup> shall not be eligible to receive any City contribution toward the cost of retiree health insurance.
- (2) Employees who retire with more than 5 years of service shall qualify for a monthly City retiree health insurance contribution.
  - i. Subject to the maximum set forth in Item 3 below, the City retiree health insurance contribution shall be as follows:
  - ii. Retiree only – an amount equal to the City's contribution towards active employee health insurance for the category of "employee only."

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<sup>1</sup> "Existing employees" are exclusively permanent and/or probationary employees of the City of Folsom on the date the Addendum was approved by the Folsom City Council (May 8, 2007). "Retire" or "retiree" is defined as any classified City employee who (1) applies for retirement with the Public Employees' Retirement System (PERS) within ninety (90) days after terminating employment with the City; and (2) receives a PERS retirement benefit.

<sup>2</sup> "Service" is defined as full time (or equivalent) continuous permanent and/or probationary employment status with the City of Folsom.

- iii. Retiree and one dependent – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one."
  - iv. Retiree and two or more dependents – an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus two or more" until the retiree reaches age 55. Thereafter, the City's contribution towards a retiree with two or more dependents shall be an amount equal to the City's contribution towards active employee health insurance for the category of "employee plus one" plus \$100.
  - v. Retirees and their covered family members who are Medicare eligible must move to an offered Medicare Advantage Plan option when they reach Medicare eligibility. These plans require that they enroll and pay for Medicare parts A and B. Retirees are responsible for showing proof of Medicare enrollment as required by the carrier. Medicare eligible retirees will be dropped from the City's non-Medicare plan upon Medicare eligibility and/or charged any additional costs associated for noncompliance by the plan carrier.
- (3) The City's monthly contribution toward the cost of retiree health insurance shall not exceed the maximum monthly contribution paid by the City to active employee health insurance for the categories of employee only (for retiree only), employee plus one (for retiree plus one dependent), and employee plus one plus \$100 (for retiree plus two or more dependents), as of January 1, 2012.
- i. The January 1, 2012 cap for each category shall be adjusted each January thereafter by an amount not to exceed 3%, depending on the percent increase in the Consumer Price Index (CPI), U.S. Department of Labor, for November - November of the previous year, Index CPI-W, Urban Wage Earners and Clerical Workers, Series #CWUR0400SA0, United States. (Example, if the cost of living for the specified period increases by 2%, the cap shall be increased by 2%. If the cost of living for the specified period increases by 4%, the cap shall be increased by 3% (cost of living increases in the cap shall be rounded to the nearest tenth.)
- (4) The City shall contributes \$25 per pay period into an Health Reimbursement Arrangement HRA \_\_\_\_\_ for each probationary/permanent employee hired after May 8, 2007 ~~July 1, 2008~~.

C. C.—Employees who retire from City service as of January 1, 2020, must have at least 120 months of continuous service as a City employee to qualify for dental and vision insurance benefits provided to active employees. For those retiring on or after October 1, 2020, the City shall contribute 5% of the premium per year of City service, up to an 80% City contribution.

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8. Out of Area Health Plan

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A. OAHP shall work in conjunction with the Health Reimbursement Arrangement (HRA) provided by the City to active employees. Each OAHP retiree will obtain a participant account.

B. Only retirees who (a) are not eligible for Medicare who reside outside of the service area as defined by the City health insurance carriers; (b) qualify for retiree health coverage pursuant to Article VII, Section 7; and (c) agree to disenroll from the current group medical benefit plan for retiree health coverage may participate in OAHP.

C. Once a retiree opts to participate in OAHP, the retiree shall thereafter be prohibited from returning to retiree health coverage.

D. The City will contribute to the retiree's participant account on a monthly basis in an amount equal to the amount of the City's contribution for employee only, employee plus 1 or employee plus family coverage based on the retiree's marital status at the time of OAHP election. Eligible dependents not covered at the time of election will not be added at a later date. Annual confirmation of dependent eligibility will be required. The City's contribution would be used for premiums to obtain health coverage and other qualified out-of-pocket medical expenses. Under no circumstances shall the contribution be higher than the City paid premiums for similarly situated in-area employees. The retiree shall be responsible for administrative costs established by the HRA plan administrator.

E. Upon the death of, or martial dissolution from, the retiree's spouse on record at the time of election to participate in the OAHP, the funding level will be adjusted to employee only. Subsequent spouse(s) from any subsequent marriage(s) (i.e. post initial OAHP election) shall not be eligible to participate and funding will remain at employee only. In the event of the retiree's death, surviving spousal benefits will conform to City practices applicable to employees participating in City plans. Should the retiree obtain coverage from another source (e.g. coverage by spouse), the funding will cease and will not be reinstated.

F. Rules and procedures governing OAHF shall be determined and administered by the City's Human Resources Department. Disputes regarding the OAHF shall be appealed to the City Manager or designee and shall not be subject to arbitration.

9. IAFF Medical Expense Reimbursement Plan

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A. Acknowledgement. The City acknowledges that the CFFDMME has entered into an agreement with the IAFF Medical Expense Reimbursement Plan (hereafter, the "IAFF MERP") of the Washington State Council of Fire Fighters Employee Benefit Trust (hereafter, the "Trust"). The purpose of the Trust shall be to provide for retiree health expense reimbursement benefits. The Trust shall be, and remain separate and apart from any City health insurance funding program.

B. Defined Class of Employees Receiving Contributions. The "Defined Class" of employees receiving contributions to the Trust as set forth below, consists of all employees represented by the CFFDMME.

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C. Employee Contribution Amount. The City and the CFFDMME agree that the City shall withhold a mandatory pre-tax contribution of \$37.50 per pay period from the pay of every employee of the Defined Class and shall transmit such contributions to the Trust pursuant to the requirements in Part (E) below. No employee shall be permitted to opt-out of the mandatory employee contributions or receive any portion of the contribution in cash.

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D. City Contribution Amount. The City and CFFDMME agree that upon adoption of this agreement the City shall cease making contributions to the RHRA set forth in VII, B(4) above and shall instead commence contributions of \$25 per pay period to the Trust for all employees of the Defined Class hired after May 8, 2007.

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1) In-lieu Contribution. The City and CFFDMME agree that upon the adoption of this agreement the City shall cease the \$300 monthly cash incentive for employees declining City health insurance coverage set forth in Article VII, Section F(2) above and shall instead make an equivalent monthly contribution of \$300 to the Trust.

The employee, by written election may direct any portion of the in-lieu incentive contribution to the employee's 457 account up to allowable IRS limits.

No employee in the Defined Class shall have the option to receive cash in lieu of making contributions to the Trust and/or 457 plan.

2) Transfer of Employee Annual Leave – At Termination. The City CFFDMME agree that the cash option for accrued Annual Leave at termination set forth in Article VI, Section 1 shall be eliminated.

For every employee in the Defined Class, the City shall, upon the employee’s separation from the City, irrevocably contribute to the employee’s Trust account on a pre-tax basis, an amount equal in value to 100% of the payments that would otherwise be paid to the employee for unused Annual Leave. The employee, by written election received by the City no later than 30 days prior to separation, may elect to direct any portion of the value of the accrued Annual Leave to a City sponsored 457 plan up to allowable IRS plan limits.

No employee in the Defined Class shall have the option to receive cash for the value of the accrued Annual Leave in lieu of making contributions to the Trust and/or 457 plans.

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E. Remittance of Contributions. The City shall remit all contributions set forth herein directly to the custodian of the Trust within 30 days of the date the payment would have been payable to the employee. The City hereby acknowledges receipt of the Trust Agreement governing the Trust and will comply with rules set by the Trust in regard to reporting and depositing the required contributions set forth herein.

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F. Reporting to the Trust Office. The City shall electronically submit to the Trust Office a report of contributing employees for each contribution sent to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds. The report will include at a minimum: employee first and Page 43 last name, with suffix as applicable; employee number; Social Security Number; employee status (e.g., active, on leave); date of birth; gender; date of hire; bargaining unit; date of change in bargaining unit, as applicable; home mailing address; City contribution amount; Employee contribution amount; leave transfer amount, as applicable; separation date, as applicable; and separation reason.

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The City shall also provide an initial report of contact information for all contributing Employees to the Trust Office, in a format reasonably requested by the Trust, and shall send updates to this information to the Trust Office whenever the City has notice of changes to the information.

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The Trust Office will provide a secure data transfer platform or process for transmission of this employee information to the Trust Office.

G. Modification of Employee Contributions. The City and the CFFDMME agree that the CFFDMME has the right, subject to approval of its

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members according to the CFFDMME internal rules, to prospectively modify the amount of the mandatory employee monthly contribution (Section C), or to include the mandatory transfer of employee leave for which the Employee is eligible to receive monetary compensation during the course of this Agreement, as long as the modification is mandatory for all employees in the Defined Class.

H. Indemnification. CFFDMME agrees to indemnify and hold the City harmless from any liabilities of any nature which may arise as a result of the operations of the Trust, except for the obligation of the City to make and report on the non-elective transfer of contributions as described in this Section.

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## ARTICLE VIII. ALLOWANCES AND REIMBURSEMENTS

### 1. UNIFORM ALLOWANCE

A. The City agrees to pay employees the sum of two thousand dollars (\$2,000.00) per fiscal year for the purchase of approved on duty uniforms and attire. All uniforms purchased shall comply with the most current regulations and specifications as identified in Standard Operating Procedures (SOP).

B. The City agrees to continue providing employees covered by this MOU the current uniform laundering services, with costs being assumed by the City.

### 2. TUITION/BOOKS REIMBURSEMENT

Employees who attend job related classes/training programs that are approved by the department shall be entitled to reimbursement of costs for books, tuition, and lodging (pursuant to the City's lodging reimbursement schedule) up to one thousand, five hundred dollars (\$1,500.00) per fiscal year. The Fire Chief may authorize additional employee reimbursement costs above this limit, when requested by the employee, should said request not exceed the budgeted amount of the department for this program.

Approval shall be given by the department Training Officer prior to the beginning of the class/training program. The City shall implement a procedure that allows for payment of an authorized class up front when requested by the employee.

An employee may repeat a job-related course to maintain or upgrade his/her knowledge, skills and abilities.

Attendance in job related classes/training programs will be non-mandatory and will not include overtime payment or reimbursement for costs of transportation,

meals, or other incidental expenditures, unless otherwise specified prior to the course and approved by the department.

Employees who fail to attend or satisfactorily complete a job-related class/training program shall reimburse the department for all costs incurred by the City. The City shall deduct the total amount of monies spent by the department from the employee's paycheck over the next four (4) pay periods.

3. SCBA OPTICS REIMBURSEMENT

Optical wear (lenses) suitable for insertion into SCBA mask are reimbursable by the City. Employees should use the claim reimbursement form and submit it within thirty (30) days using the chain of command.

4. PARAMEDIC REIMBURSEMENT

Employees who maintain a paramedic license and accreditation shall be reimbursed the cost of the license and accreditation up to an amount of \$500 per year. Employees will not be reimbursed for any late fees associated such licensing or accreditation.

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ARTICLE IX. MISCELLANEOUS

1. JOB CLASSIFICATIONS

- A. The City recognizes that CFFDMME has a vital interest in the content of fire job specifications, including minimum qualifications and promotional patterns, for classifications represented by CFFDMME.
- B. The City agrees to notify CFFDMME anytime the City proposes to recruit and examine for, or to modify, fire job classifications represented by CFFDMME. The City agrees to meet and consult with CFFDMME over such proposed changes if CFFDMME so requests.
- C. On its own initiative, CFFDMME may at any time notify the City Human Resources Director that CFFDMME requests to meet and consult with the City over CFFDMME proposed modifications to the recruitment and examination procedure, and/or job specifications for fire classifications represented by CFFDMME. The City shall schedule a meet and consult session in response to such request.
- D. Nothing in this provision shall be construed as to require the City to divulge information or change procedures that in any way would compromise the integrity of the City's merit system.

2. SHORT TERM SUSPENSION

The parties agree that the members of this unit are not subject to short-term suspension as defined by the Personnel Rules and Regulations of the City of Folsom.

3. FITNESS / WELLNESS

A. The City and CFFDMME agree to support a comprehensive, mandatory annual medical examination for all uniformed employees represented by CFFDMME, as a component of the fitness/wellness program.

B. The City agrees an established a fitness/wellness work out period for all CFFDMME employees during the normal work shift.

4. SENIORITY FOR PURPOSES OF LAYOFF

Seniority for purposes of layoff shall be defined by the date of the most recent appointment to the classification. Time served as a probationary employee in the class shall be included in determining seniority.

5. SALARY UPON PROMOTION

An employee who is promoted to the position of Battalion Chief or Division Chief to a position in a classification with a higher salary range shall be placed in at a the salary step in the new salary range that is which provides the employee with at least a 5% increase in compensation. For purposes of this section, compensation shall include above the current base salarywages, paramedic incentive pay, and education incentive pay. An employee thus promoted is therefore assigned a new salary anniversary date effective of the date of promotion.

6. PROMOTIONAL LIST

A. The eligibility list generated from a promotional examination will have a one-year life unless it is reduced to three or fewer eligible candidates; at which time the City may give an examination and create a new list, or the Fire Chief shall have the option of promoting from the list. At the end of the list's expiration a new examination shall be required, and the current list shall expire. If a new list is not generated prior to the expiration, the Fire Chief may extend the list by no more than one (1) year until a new examination is administered.

B. Temporary appointments and short-term vacancy assignments (acting time) may be made from the current eligibility list, or most-recent eligibility list if a current eligibility list does not exist.

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### ARTICLE X. SIGNATURE CLAUSE

The terms and conditions of this Memorandum of Understanding are executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the Employer-Employee representatives whose signatures appear below on behalf of their respective organizations.

City of Folsom

CFFDMME

\_\_\_\_\_  
~~Elaine Andersen~~Bryan Whitemyer  
~~Beck~~  
City Manager

\_\_\_\_\_  
~~Chad Wilson~~Brian  
CFFDMME Representative

\_\_\_\_\_  
Allison Garcia  
Human Resources Director

\_\_\_\_\_  
~~Mark Piacentini~~Benjamin Signor  
CFFDMME Representative

\_\_\_\_\_  
~~Ken Cusano~~Vance Piggliott  
~~Fire Chief~~City Representative  
Representative

\_\_\_\_\_  
W. Nick Lawlor  
\_\_\_\_\_  
CFFDMME

\_\_\_\_\_  
~~John Spittler~~Doris Valencia  
~~Lefkove~~Matthew Blake  
~~Human Resources Advisor~~Sr. Human Resources Analyst  
Representative

\_\_\_\_\_  
Eric  
CFFDMME

\_\_\_\_\_  
Matthew McGee  
CFFDMME Representative

## ATTACHMENT A – SALARY RANGES

	<b>E92</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Fire Battalion Chief</b>	Eff 1/1/26	163,794.02	171,983.73	180,582.91	189,612.06	199,092.66
	Eff 1/1/27	167,069.91	175,423.40	184,194.57	193,404.30	203,074.51
	Eff 1/1/28	170,411.30	178,931.87	187,878.46	197,272.39	207,136.00
	<b>E93</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Fire Division Chief</b>	Eff 1/1/26	185,317.56	194,583.44	204,312.61	214,528.24	225,254.65
	Eff 1/1/27	189,023.91	198,475.10	208,398.86	218,818.80	229,759.74
	Eff 1/1/28	192,804.39	202,444.61	212,566.84	223,195.18	234,354.94

	<b>E92</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Fire Battalion Chief</b>	Eff 1/1/23	\$ 151,364	\$ 158,933	\$ 166,879	\$ 175,223	\$ 183,984
	Eff 1/1/24	\$ 155,905	\$ 163,700	\$ 171,886	\$ 180,480	\$ 189,504
	Eff 1/1/25	\$ 160,582	\$ 168,611	\$ 177,042	\$ 185,894	\$ 195,189

	<b>E93</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Fire Division Chief</b>	Eff 1/1/23	\$ 171,254	\$ 179,817	\$ 188,808	\$ 198,248	\$ 208,161
	Eff 1/1/24	\$ 176,392	\$ 185,212	\$ 194,472	\$ 204,196	\$ 214,406
	Eff 1/1/25	\$ 181,684	\$ 190,768	\$ 200,306	\$ 210,322	\$ 220,838