

MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SANDPOINT
AND SELKIRK FIREFIGHTERS LOCAL 2319 SANDPOINT GROUP

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Sandpoint and Selkirk Firefighters Local 2319, Sandpoint Group

2. Purpose. The purpose of this MOU is to establish the terms and conditions for the amendment of CBA Article 16 Wages/Compensation, and Article 17 Hours of Duty and Overtime

Current Language: Article 16

“Wages and Compensation shall be paid in accordance with this Article.

A. GENERAL 1. Wages for each calendar year covering the term of this agreement shall be as set forth in Appendix “B” and shall be paid on a biweekly basis.

2. Direct deposit is required.

B. CALCULATION OF WAGES FOR 56-HOUR EMPLOYEES 1. Annual wages shall be calculated by multiplying the shift pay times one hundred twenty-one point six six (121.66).

2. Biweekly pay shall be one twenty sixth (1/26) times annual calendar year wages.

3. Shift pay shall be calculated by multiplying hourly pay times twenty-four (24).

4. The amounts applicable are set forth in Appendix “B”.

C. TIMECARDS 1. A timecard, signed by the Firefighter and the designated Chief Officer, is required to calculate and process pay checks for fire personnel. The timecard will consist of a twenty-four (24) day pay period.

2. Overtime for the pay period shall be calculated and paid in the second half of the biweekly twenty-four (24) day cycle. By mutual consent of the Agencies and the Union, early payment and other modifications may be made.”

Will be amended to:

“Wages and Compensation shall be paid in accordance with this Article.

A. GENERAL

1. Wages for each calendar year covering the term of this agreement shall be as set forth in Appendix “B” and shall be paid on a biweekly basis.

2. Direct deposit is required.

B. TIMECARDS

1. A timecard, approved by the Firefighter and the designated Officer, is required to calculate and process paychecks for fire personnel. The timecard will consist of a fourteen (14) day pay period.
2. Overtime will be paid each fourteen (14) day pay period.”

Current Language: Article 17

“Work schedules for 56-hour shift personnel covered by this agreement shall be in accordance with this Article.

A. WORK SCHEDULES 1. Throughout the term of this agreement the forty-eight/ninety-six (48/96) hour work schedule shall be used, which consists of the following recognized shifts: Green(G), Red(R), Blue(B) — Example: GRRBBGRRBB. Each employee will work two (2) consecutive twenty-four (24) hour work periods or two (2) “shifts” for a total of forty-eight (48) hours or one (1) “set”, followed by ninety-six (96) hours off duty:

- a. 24 hours on duty
- b. 24 hours on duty
- c. 96 hours off duty

2. This schedule equates to one hundred ninety-two (192) hours of work in a twenty-four (24) day cycle, which in turn averages fifty-six (56) hours in a seven (7) day work week. All hours worked outside of the normal work schedule shall be considered unscheduled overtime hours.

3. 56-hour employees shall normally not work more than seventy-two (72) consecutive hours unless authorized by the Fire Chief, except for emergency call back or extenuating circumstances.

4. Both the Agencies and the Union understand that occasionally staffing may need to be changed temporarily to accommodate any safety issues.

B. DUTY SHIFT

Duty shifts for 56-hour employees shall begin at 0800 hours of the duty day and end at 0800 hours the following day.

C. OVERTIME PAY FOR 56-HOUR EMPLOYEES 1. All overtime shall be administered in accordance with the Fair Labor and Standards Act (FLSA).

2. The annual wage calculations outlined in this article (based on the wage scale in Appendix “B”) shall include straight time pay for one hundred ninety-two (192) hours in a twenty-four (24) day work cycle. A payment of one-half (1/2) times the regular hourly rate shall be paid for all hours between one hundred eighty-two (182) hours and one hundred ninety-two (192) hours in a twenty-four (24) day work cycle. This averages out to be twelve point six seven three six (12.6736) hours of scheduled overtime per calendar month.

3. Hours worked more than one hundred ninety-two (192) hours in a twenty-four (24) day work cycle shall be compensated at one and one half (1-1/2) times the regular hourly rate.

4. Time off without pay, for any reason, shall be subtracted from the sum of hours worked for the purpose of calculating scheduled overtime.

D. UNSCHEDULED OVERTIME

The unscheduled overtime rate for all employees shall be one and one-half (1-1/2) times their current regular hourly rate.

E. CALL BACK

All employees called in for overtime work on an emergent basis shall be paid at least a two (2) hour minimum at the overtime rate of pay. However, the two (2) hour minimum shall not apply to employees required to attend departmental meetings on their off-duty time and shall be paid only hours worked computed to the nearest one-quarter (1/4) hour.

F. HOLDOVER

All employees required to work beyond the end of their regular shift shall be paid at the overtime rate in increments of one-quarter (1/4) hour, to the nearest one-quarter (1/4) hour.”

Will be amended to:

“Work schedules for 56-hour shift personnel covered by this agreement shall be in accordance with this Article.

A. WORK SCHEDULES

1. Throughout the term of this agreement the forty-eight/ninety-six (48/96) hour work schedule shall be used, which consists of the following recognized shifts: Green(G), Red(R), Blue(B) — Example: GGRRBBGGRRBB. Each employee will work two (2) consecutive twenty-four (24) hour work periods or two (2) “shifts” for a total of forty-eight (48) hours or one (1) “set”, followed by ninety-six (96) hours off duty:
 - a. 24 hours on duty
 - b. 24 hours on duty
 - c. 96 hours off duty
2. This schedule averages fifty-six (56) hours in a seven (7) day work week. All hours worked outside of the normal work schedule shall be considered unscheduled overtime hours.
3. 56-hour employees shall normally not work more than seventy-two (72) consecutive hours unless authorized by the Fire Chief, except for emergency call back or extenuating circumstances.
4. Both the City and the Union understand that occasionally staffing may need to be changed temporarily to accommodate any safety issues.

B. DUTY SHIFT

Duty shifts for 56-hour employees shall begin at 0800 hours of the duty day and end at 0800 hours the following day.

C. OVERTIME PAY FOR 56-HOUR EMPLOYEES

1. Except as provided below, all overtime shall be administered in accordance with the Fair Labor and Standards Act (FLSA).
2. Hours worked in excess of the normal work schedule shall be compensated at one and one half (1-1/2) times the regular hourly rate. For example, in a pay period in which the normal work scheduled is 96 hours, the employee will be compensated at the overtime rate for all hours worked in excess of 96 hours during that pay period.
3. Time off, for any reason, shall be subtracted from the sum of hours worked for the purpose of calculating scheduled overtime.

D. CALL BACK

All employees called in for overtime work on an emergent basis shall be paid at least a two (2) hour minimum at the overtime rate of pay. However, the two (2) hour minimum shall not apply to employees required to attend departmental meetings on their off-duty time and shall be paid only hours worked computed to the nearest one-quarter (1/4) hour. For example, if at any time during the pay cycle, an employee takes PTO and then comes in for an emergency call back, the employee shall be compensated at the overtime rate for the call back.

E. HOLDOVER/FORCE HIRE

All employees required to work beyond the end of their regular shift shall be paid at the overtime rate in increments of one-quarter (1/4) hour, to the nearest one-quarter (1/4) hour. For example, if at any time during the pay cycle, an employee takes PTO and then gets force hired, the employee shall be compensated at the overtime rate for the force hire.”

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than July 1, 2025. This MOU may be terminated, without cause, by either party upon 30-day written notice, which notice shall be delivered by hand or by certified mail.

4. Responsibilities of the City of Sandpoint. To acknowledge the one-time amendment of the CBA Article 16 and to process all future wages and compensation in a (14) fourteen-day pay cycle beginning August 11, 2024.

5. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by

and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Entirety of Agreement. This MOU, consisting of 5 pages, represents the entire and integrated agreement between the parties regarding the amendment to replace the (24) twenty-four-day pay cycle with the (14) fourteen-day pay cycle.

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read and understood and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

City of Sandpoint

Jeremy Grimm, Mayor Date

Selkirk Firefighters Local 2319

Lucas Bloxson, Vice President Date