

**FIRST MEMORANDUM OF UNDERSTANDING**

**to the**

**LABOR AGREEMENT**

**Between**

**EAST FORK FIRE PROTECTION DISTRICT**

**and the**

**EAST FORK PROFESSIONAL FIREFIGHTERS' ASSOCIATION-GENERAL**

**MEMBERSHIP**

**(January 1, 2018 to June 30, 2020)**

This First Memorandum of Understanding ("First MOU") modifies the current Labor Agreement between the East Fork Fire Protection District ("Employer") and the East Fork Professional Firefighters Association effective July 1, 2018 through June 30, 2020 (the "Agreement"). The Memorandum of Understanding will allow for changes in the current contract in an effort to provide contract language which will establish a new section regarding returning to work compensation, provide for two additional special assignment positions and compensation, and a section to address exceptions to promotional pay during probationary periods. Changes and modifications are identified in *Bold/Italic type*.

The East Fork Fire Protection District and the East Fork Professional Firefighters hereby agree to a Memorandum of Understanding to the current labor agreement, recorded February 23, 2018 and as document number 2018-910756 as recorded by the Douglas County Recorder.

The following Articles are amended as follows:

**Article 6 Salaries and Pay Practices**

**O. Special Assignment Incentive**

Effective the second pay date of July 2017 any employees assigned to one of the recognized special assignments listed in the contract will receive Special Assignment Pay equal to the distribution assigned in this contract. Special Assignments may be on an annual basis or short-term basis. Special Assignment Incentive Pay will be equal to the percentage assigned in this contract of the qualifying employees' base hourly wage.

The following Special Assignments will be given 5%:

Employee Relations Liaison  
EMS Supply Manager  
RMS\PCR\MDC Manager  
Academy Agency Coordinator

The following Special Assignments will be given 2.5%.

Small Equipment Manager  
AED Program Manager  
Technical Rescue Equipment Manager

***Effective the first pay date of August 2018 any employees assigned to one of the recognized special assignments listed below will receive Special Assignment Pay equal to the distribution assigned below and will continue to receive special assignment pay in succeeded contracts equal to future negotiated amounts.***

***The following Special Assignments will be given 2.5%***

***Radio Program Manager  
Knox Program Manager***

In addition to the listed Special Assignments, the Administration and Association can meet and confer for additional temporary Special Assignments and level of incentive for short term Special Assignments at either 2.5% or 5% but in no case to exceed 5%.

If multiple employees apply for an assignment a selection process shall be applied that is agreed upon by the District and the Association.

For each of the Special Assignment Incentives defined herein, the District will prepare applicable Special Assignment descriptions, responsibilities and expectations.

The District shall not be allowed to mandate an employee into a Special Assignment and conversely, the District is not obligated to fill any Special Assignment(s) if alternative means exist to accomplish the task associated with the Special Assignment(s).

**R. Return to Work Pay Defined**

**1. Return to Work Pay**

*Return to Work Pay is paid at two (2) times the employee's hourly rate and is paid for a minimum of two (2) hours or time actually worked until the next scheduled shift, whichever is greater.*

**A. Return to Work Pay for employees hired after July 1, 2008:**

*"Return to Work Pay" is defined as compensation earned for returning to duty after an employee has completed his/her regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours notice.*

**B. Employees hired on or before July 1, 2008:**

*Employees who return to work with less than 12 hours notice who were hired on or before July 1, 2008 shall receive Call Back pay as defined in Article 6.D of the CBA.*

**Article 14 Promotion/Demotion**

**D. Promotion Pay Increase**

1. Employees promoted to a position in a higher classification will receive a promotional pay increase to the step in the promotion range that is two full steps higher than their current step before promotion. However, any promotional pay increase may not result in a salary that either exceeds the top of the new pay range or is lower than the bottom of the new pay range. Employees that are demoted, either voluntarily or involuntarily, to a position in a lower job classification will receive a salary decrease to the step in the new pay range that is one step higher than they were before they promoted. However, the new pay rate must not exceed the top of the new pay range of the new job classification.
2. **Exceptions to the Promotional Pay Increase**
  - a. *An employee hired July 1, 2017 or later as an FF/EMT-Basic (FF Pay Range) who completes EMT-Advanced training or Paramedic training will move to his/her current step in the new pay range and their step raises shall continue to occur on their initial hire anniversary date.*
  - b. *An employee hired July 1, 2017 or later as an FF/EMT-Advanced (FF/EMTA Pay Range) who completes Paramedic training will move to*

*his/her current step in the new pay range and their step raises shall continue to occur on their initial hire anniversary date.*

*This Memorandum of Understanding (MOU) is in effect upon passage by the District and Association as documented by the signatures below.*

**East Fork Fire Protection District**



**Bernard Curtis, President  
East Fork Fire Protection District**

Dated: 8-21-2018

**For The Association**



**Paul Azevedo, President  
East Fork Professional Firefighters  
Association- General Membership**

Dated: 23 Aug 2018

ATTEST: Holly E Megee  
**Holly Megee, Board Clerk**