

Battalion Chiefs Division Chiefs



COMPENSATION & BENEFITS

Effective January 1, 2022

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INTRODUCTION

This document reflects the salary, benefits, and working conditions for the following positions:

- Division Chief (3)
- Battalion Chief Shift (3)

EFFECTIVE DATE

January 1, 2022

EMPLOYMENT STATUS, WORK PERIOD, SALARIES, OTHER COMPENSATIONS

Employment Status

Position	Typical Work Week	Status
Division Chief/Training and Safety	40 / Week	FLSA Salary Exempt
Division Chief /Fire Marshal	40 / Week	FLSA Salary Exempt
Division Chief/EMS	40 / Week	FLSA Salary Exempt
Battalion Chief	48/96 A B and C Shift	FLSA Hourly Non-exempt

Works Periods

Division Chiefs typically work a standard work week (Monday – Thursday / 10-hour days). Division Chiefs may vary their arrival and/or departure times (and other times during the workday) upon approval from of the Deputy Chief.

Shift Battalion Chiefs work a shift, 0800 to 0800, 48/96 schedule (48 hours on, 96 hours off)

Salaries

Salaries are set forth in the salary scheduled attached to this document as Appendix A.

Hourly rates for 56-hour employees' salary shall be calculated by dividing an employee's annual salary by 2912.

Hourly rates for 40-hour employees' salary shall be calculated by dividing an employee's annual salary by 2080.

Overtime Pay

Shift Battalion Chiefs shall receive time and one-half (1.5) for all overtime worked. This includes overtime for meetings and classes required by the District. Overtime is based on the individual Battalion Chiefs base hourly rate per FLSA.

Division Chiefs who are qualified to work Shift Battalion Chief positions shall receive time and one-half in excess of their normally scheduled 40-hour work week or in response to a reported emergency incident. When assigned to cover the Battalion Chief shift, Division Chiefs will spend the night at one of the districts fire stations if their private residence is outside of the District limits.

Overtime will only be approved for work that is not currently compensated by any other compensatory tool.

Overtime Procedures

1. Overtime shall be allocated and paid in accordance with existing policy.
2. Shift overtime for Chief Officers working a shift assignment shall conform to existing overtime policies and procedures and does not require approval from the Deputy Fire Chief or Fire Chief.
3. Overtime requests for all Chief Officers, other than scheduled shift overtime, shall require pre-approval from the Deputy Fire Chief or the Fire Chief via email.
4. The request shall state the work product requiring the overtime, and the hours of overtime requested. Battalion Chiefs/ Division Chiefs shall always consider whether it is necessary to work outside his/her normal work schedule or while off-duty to complete his/her work prior to requesting approval for overtime.
5. Request clarification from the Deputy Fire Chief or the Fire Chief, if a Chief Officer is unsure of his/her priorities, urgency of the work product, or the justification to work overtime, prior to making the request.
6. Overtime may be worked without approval if there is an urgent, unplanned, and high priority assignment or event. However, this is an exception to the normal process and an email must be sent to the Deputy Fire Chief or the Fire Chief via email within 24 hours of the occurrence to receive retroactive approval.

Emergency Call Back / Mandated Staffing Periods / Recall Pay

The District may recall off-duty personnel due to significant emergency incidents (fire, rescues, disasters) and to provide additional on-duty staffing during periods of elevated community risk (storms, Red Flag Warnings). Battalion Chiefs and Division Chiefs shall be paid overtime for any hours worked beyond normal hours.

On-Call / Stand By Stipend (“Duty Chief” assignment)

Battalion and Division Chiefs who are assigned to be on-call off duty and after normal business hours (“Duty Chief”) shall be compensated \$150 stipend per day. They shall be compensated time and one-half (1.5) pay when responding to significant incidents or at the request of the on-duty Battalion Chief. Overtime will be rounded to the nearest hour with a two-hour minimum. Being available regularly for on-call duty is an essential function of the position of Battalion Chief and/or Division Chief.”

Out of District Mutual Aid Assignment

Division and Battalion Chiefs are permitted to respond to an out of district mutual aid assignment with approval from the Deputy Chief. Division and Battalion Chiefs shall be paid overtime for any hours worked beyond their normal hours, portal to portal.

Mandated Overtime

Shift Battalion Chiefs fill A, B and C shifts. In the event an open shift is not voluntarily filled using shift backfill procedure, the Deputy Chief may mandate an employee to fill the shift. Division Chiefs cannot be mandated to shift Battalion coverage.

Shift Trades / Partial Coverage

Battalion Chiefs may request shift exchanges with other Battalion Chiefs. Shift trades at no disservice to the District.

Non-Emergency Call Back

Battalion Chief/ Division Chiefs who are summoned back to work while off duty for meetings, training, workshops, or at the request of the Deputy Chief and/or his/her designee, shall receive overtime.

Out of Classification Stipend

Battalion and Division Chiefs assigned by the Fire Chief shall receive \$150 stipend per day for every day assigned to work in the acting role.

Deferred Compensation

The District will contribute up to \$150 dollar for dollar match per pay period towards the Division or Battalion Chiefs contribution to PERS 457 plan.

RETIREMENT

Retirement benefits for all employees covered in this agreement shall be provided in accordance with the current California Public Employees' Retirement System (CalPERS) contract.

Classic safety employees with 3% @ 55 plan, formula. Classic employees shall pay 10% employee contribution of applicable compensation.

Safety employees hired after January 1, 2013, with 2.7% @ 57 plan, formula (PEPRA Members). PEPRA safety employees will pay up to 50% of the normal cost, as set annually by PERS, contribution of applicable salary.

In lieu of the CalPERS Sick Leave Credit, the employee may choose to have the District pay the employee thirty percent (30%) of all unused sick leave accrued by the employee at the time of retirement based on the employee's hourly rate of pay inclusive of applicable incentives.

Retirement Medical

The Fire District will continue post-retirement medical insurance to current qualified past-Rincon Valley Fire District employees and qualified spouse, who were hired prior to July 1, 2012, subject to the following restrictions:

The employee retires from the District with a minimum of eleven complete years of full-time permanent service with the District.

The qualified retired employee or the qualified retired employee's spouse is not otherwise eligible for the same level of medical coverage through another employer.

The qualified retired employee or the qualified spouse shall exercise due diligence in identifying coverage available through another employer.

If only one of the qualified retired employees or the qualified spouse are eligible for the same level of medical coverage through another employer, the remaining individual shall continue to be qualified under this section.

The qualified retired employee and the qualified retired employee's spouse participate in Medicare to the full extent allowed by law.

At the time that a qualified retired employee or qualified spouse reaches age 65 the District shall be furnished with a statement of earnings from Social Security.

If neither a qualified retired employee or qualified spouse claims to be eligible for Medicare at age 65 a notarized statement to that effect shall be provided to the District.

The maximum contribution for the aggregate of the qualified retired employee and the qualified retired employee's spouse shall be \$1,261.15 per month for an employee retiring with twenty complete full-time permanent years of service with the District (which includes any probationary time as a permanent full-time employee). Service with the District shall include any full-time permanent service with an agency absorbed by the District. The most restrictive maximum amount shall apply unless proof of eligibility for a less restrictive maximum amount is provided by the qualified retired employee or qualified spouse of the qualified retired employee.

For retired employees with more than eleven complete full-time permanent years of service and less than twenty complete full-time permanent years of service the District shall contribute the following maximum amounts (based on the limits in section 5.1.4.3) for the aggregate of the retired employee and the retired employee's spouse.

Eleven complete years, but less than twelve: 10% of actual premium to a maximum of 10% of the applicable maximum amount.

Twelve complete years, but less than thirteen: 20% of actual premium to a maximum of 20% of the applicable maximum amount.

Thirteen complete years, but less than fourteen: 30% of actual premium to a maximum of 30% of the applicable maximum amount.

Fourteen complete years, but less than fifteen: 40% of actual premium to a maximum of 40% of the applicable maximum amount.

Fifteen complete years, but less than sixteen: 50% of actual premium to a maximum of 50% of the applicable maximum amount.

Sixteen complete years, but less than seventeen: 60% of actual premium to a maximum of 60% of the applicable maximum amount.

Seventeen complete years, but less than eighteen: 70% of actual premium to a maximum of 70% of the applicable maximum amount.

Eighteen complete years, but less than nineteen: 80% of actual premium to a maximum of 80% of the applicable maximum amount.

Nineteen complete years, but less than twenty: 90% of actual premium to a maximum of 90% of the applicable maximum amount.

The retired employee was a full-time permanent employee of the District on or after January 1, 2003.

“Retiree” or “Retired employee” means a person who is eligible to retire under P.E.R.S. rules at the time of separation from District service.

Eligible dependents of a qualified retired employee, other than a qualified spouse, may be covered at the expense of the retired employee.

The retired employee’s share, if any, shall be billed directly to the retiree by the District’s third-party administrator. Failure of the retired employee to pay the required share shall cause the coverage to be terminated.

The benefit to the qualified retired employee shall expire upon the death of the qualified retired employee and the benefit to the qualified spouse of the qualified retired employee shall expire upon the death of the qualified spouse of the qualified retired employee unless the benefit expires pursuant to other provisions in Section 5.1.4.

The benefit to the qualified spouse of the qualified retired employee shall only apply to a spouse that has been legally married pursuant to California law to the qualified retired employee for a minimum of one year prior to the date of retirement.

The spouse of a qualified retired employee shall cease to be a qualified spouse and shall no longer be eligible for any benefits under this section upon the termination of the marriage to the qualified retired employee for any reason other than death.

A qualified retired employee and/or the qualified spouse of a qualified retired employee that does not request the benefit at the time of the qualified employee’s retirement or who terminates the coverage prior to death may reactivate the coverage during a month in each year designated by the District or upon a qualifying life event.

It is the intent of this section that the qualified retired employee and the qualified spouse of the qualified retired employee shall only be eligible for the plan that is offered through the District and that it shall not be construed to mean that the qualified retired employee and the qualified spouse of the qualified retired employee shall be eligible for any reimbursement or offset for selecting or participating in a different plan.

PAID TIME OFF

Sick Leave

Division Chiefs shall accumulate sick leave at the rate ten (10) hours per month up to and including the fifteenth (15th) year of service. The accrual rates shall increase to sixteen (16) hours per month beginning with the sixteenth (16th) year of service. The District shall pay an employee 30% of any unused sick leave accrued by the employee at the time of separation from the District based on the employee’s hourly rate of pay inclusive of applicable incentives.

Shift Battalion Chiefs shall accumulate sick leave at the rate twelve (12) hours month up to and including the fifteenth (15th) year of service. The accrual rates shall increase to twenty-four (24) hours per month beginning with the sixteenth (16th) year of service. The District shall pay an employee 30% of any unused sick leave accrued by the employee at the time of separation from the District based on the employee's hourly rate of pay inclusive of applicable incentives.

The District may require a doctor's note for sick time exceeding four consecutive days/shifts.

Bereavement Leave

Battalion and Division Chiefs shall be allowed time off with pay, in the event of a death in the immediate family, according to the schedule listed below. Immediate family shall include the employees' existing spouse, domestic partner, child, step or foster child, child of domestic partner, a legal ward, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, stepparents, foster parents, or any close relative residing in the employee's household.

Shift Battalion Chiefs:	72 consecutive work hours (3 shift days)
Division Chiefs:	3 consecutive days

The District may, at its discretion, approve a request for additional time off as bereavement leave where out-of-state travel is required or when an employee's emotional condition so warrants. Any such requests, if granted, shall be deducted from the employee's accrued sick leave.

Vacation

Battalion Chiefs accrue the following vacation benefits: and shall use in 24-hour blocks:

<u>Years of Service</u>	<u>Hours Accrued Annually (2912) hours</u>
0 – 5 Years	144 hours
6 – 9 Years	216 hours
10 – 15 Years	264 hours
16 or more years	312hours

Division Chiefs accrue the following vacation benefits and shall use in 1-hour blocks:

<u>Years of Service</u>	<u>Hours Accrued Annually (2080) hours</u>
1-3 years	80 hours
4-7 years	120 hours
8-11 years	160 hours
12-15 years	200 hours
16 or greater	240 hours

Maximum Allowable Accumulated Vacation

Vacation balances maximum shall be two (2) years of accrual.

Should an employee reach the maximum vacation accrual, the District shall pay hours in excess to the employee at their regular rate of pay upon the employee's anniversary date.

Employees on extended “sick or injury” leave or vacation that has been canceled by the District, shall have vacation time in excess of the maximum allowed carried forward by written request approved by the Fire Chief.

Employees who are on extended leave (sick or injury, non-workers compensation), or vacation that has been canceled by the District, shall have vacation time in excess of the maximum allowed carried forward by written request approved by the Fire Chief. Employees who are on a nonwork-related leave, shall not accumulate vacation or sick hours during the leave.

Holidays

The District recognize the following holidays:

New Year’s Day	Martin Luther King Jr. Day
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Friday after Thanksgiving Day	Christmas Eve
Birthday	Christmas Day

Battalion Chiefs Holiday Pay shall be paid for each of the twelve (12) observed holidays as they occur.

For Division Chiefs, if the holiday falls on a weekend day, the previous Friday or following Monday can be taken off.

Alternative Leave

Shift Battalion Chiefs shall receive twenty-four (24) hours of Alternative Leave per calendar year. The Alternative Leave hours may be used at the employee’s discretion, subject to scheduling considerations of the District. Alternative Leave will not accumulate and can only be used within the calendar year it was received. Alternative must be used in a whole twenty-four (24) block. Alternative leave hours do not hold cash value.

Division Chiefs shall receive sixty (60) hours of alternative leave per calendar year. Alternative leave hours do not transfer year to year and do not hold cash value.

Jury Duty

In the event of a jury summons, no deduction will be made from the salary of any employee while serving on jury duty. Employee is to return to work immediately following a release from jury duty if jury duty concludes during a work period.

BENEFITS

Medical Insurance

All qualified employees and their legal dependents and domestic partners¹, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group medical plan provided by the District.

Regardless of the plan chosen by the individual employee, the District shall pay the actual premium charged by the approved health care provider for providing coverage to the employees and their dependents under the terms of the plan up to the following monthly maximum amounts:

Employee with no dependents	\$788/month
Employee with 1 dependent	\$1576/month
Employee with 2 or more dependents	\$2045/month

The employee may choose any plan made available to the District. The employee shall be responsible for paying the difference between the amounts listed above and the actual cost of the plan selected. Any difference shall be deducted monthly from the employee's pay.

The District offer an I.R.S. Section 125 Plan for the portion of the premiums for medical benefits that are the responsibility of the employee to pay.

Dental Insurance

All qualified employees and their legal dependents, as defined by the State of California and the Internal Revenue Service, are eligible to participate in a group dental plan selected by the District. The District shall pay the actual premium charged by the approved dental insurance provider for providing coverage to the employees and their dependents under the terms of the Plan up to a maximum of amount of \$153 per employee toward the monthly premium.

Vision Insurance

All qualified employees and their dependents are eligible to participate in a group vision care plan selected by the District. The District shall pay \$9 toward the actual premium charged by the approved vision insurance provider for providing coverage to the employees and their dependents under the terms of the Plan.

Life Insurance

All qualified employees are eligible to participate in the life insurance program selected by the District. The District shall pay 100% of the premium for the selected plan. Employees may choose higher coverage at the expense of the employee for the difference.

Long Term Disability Insurance

All qualified employees are eligible to participate in the District's disability insurance program through CSFA. The District shall pay 100% of the actual premium charged under the terms of the program.

¹ Registered Domestic Partners are the same as spouses under California law. Existing law defines domestic partners as two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A domestic partnership is formed when persons file a Declaration of Domestic Partnership with Secretary of State and meet required criteria.

CSFA Membership

The District will pay 100% of CSFA dues for all employees.

OTHER PROVISIONS

Employee Rights

Battalion and Division Chiefs shall be covered under Government Code § 3250 (Firefighter Bill of Rights).

Management Rights

The District, on its own behalf and on the behalf of the taxpayers of the District, hereby retains and reserves the right, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in by the laws and the Constitution of the State of California and the United States including but without limiting the generality of the foregoing the right.

Uniforms / Apparel

Apparel: The District will provide the employee with one uniform polo shirt, pullover sweater, and three tee shirts initially, then supplied/updated as needed as approved by a program manager per District Uniform Policy.

Uniform: The District will provide the employee with three full sets of class B uniforms and one class A uniform initially, then supplied/updated as needed as approved by a program manager per District Uniform Policy.

The District will provide the employee with a pair of station and wildland boots. Replacement will be as needed. Maximum allowance of \$450 per year and in accordance with District Uniform Policy.

Laundering and basic maintenance of uniforms shall be the responsibility of the employee. District laundering facilities and laundry supplies shall be made available to employees for laundering uniforms.

Station Dues

Station dues shall be paid according to the schedule listed below. Station dues are for fire station consumable products (coffee, tea, condiments, etc.).

Shift Battalion Chief:	\$30.00 a month
Division Chief:	\$10.00 a month

Personal Exposure Reporting

The District shall reimburse employees twelve dollars (\$12.00) per person, per year, towards the Personal Exposure Reporting System.

Training, Continuing Education and Tuitions

Battalion Chiefs and Division Chiefs are eligible for education costs reimbursements up to a maximum of \$1000 per year for work related studies at a recognized college, university, or professional accreditation. Training reimbursements do not transfer year to year and have no cash value.

Shift Battalion Chiefs are granted up to three (3) shifts off, Division Chiefs are granted up to five (5) consecutive days off for training leave per year for coursework that directly benefits their current

position. Training leave must be approved in advance by the Deputy Chief. Training leave only applies for the fiscal year and does not carry over to the next fiscal year.

District Owned Vehicles

The District may provide chief officers with an assigned District owned or leased and maintained vehicle to use while conducting district business. See Use of District Vehicle Policy for restriction. The District shall reimburse the employee for any use of his/her personal vehicle when used for District business. Reimbursement shall be for mileage only at the current IRS rate.

**Appendix A
Salary Schedule**

January 1, 2022 - 3% Increase

Classification	Step 1	Step 2	Step 3
Battalion Chief (2912)	\$149,207	\$153,683	\$158,294
Division Chief (2080)	\$156,667	\$161,368	\$166,209

July 1, 2022 - 2% Increase

Classification	Step 1	Step 2	Step 3
Battalion Chief (2912)	\$152,191	\$156,757	\$161,460
Division Chief (2080)	\$159,800	\$164,595	\$169,533

January 1, 2023 - 3% Increase

Classification	Step 1	Step 2	Step 3
Battalion Chief (2912)	\$156,757	\$161,460	\$166,304
Division Chief (2080)	\$164,594	\$169,533	\$174,619

Approval Signature: _____ Date: _____