

ROSS VALLEY FIRE DEPARTMENT

RESOLUTION 24-07

A RESOLUTION OF THE ROSS VALLEY FIRE DEPARTMENT BOARD OF DIRECTORS ESTABLISHING A FULL-TIME 40-HOUR-PER-WEEK BATTALION CHIEF POSITION AND APPROVING \$140,000 TO BE USED FROM UNDESIGNATED RESERVES TO PURCHASE A NEW COMMAND VEHICLE

WHEREAS, at the June 12, 2024 Ross Valley Fire Department Fire Board Meeting, the Board approved a Side Letter to the Memorandum of Understanding (“MOU”) between Ross Valley Fire Department and the Ross Valley Fire Chief Officers Association; and

WHEREAS, the Board directed staff to bring forth this Resolution (24-07) to formally establish a full-time 40-Hour-Per-Week Battalion Chief position and approve \$140,000 to be used from undesignated reserves to purchase a new command vehicle; and

WHEREAS, the salary, benefits, and working conditions for the 40-Hour-Per-Week Battalion Chief have been set out in the Side Letter to the Memorandum of Understanding between Ross Valley Fire Department and the Ross Valley Fire Chief Officers Association and is attached to this resolution as *Attachment 1*;

NOW THEREFORE, THE ROSS VALLEY FIRE DEPARTMENT BOARD OF DIRECTORS RESOLVES THE FOLLOWING:

Section 1. That the Side Letter to the MOU setting out salary, benefits, and working conditions for the 40-Hour-Per-Week Battalion Chief position effective July 1, 2024 between Ross Valley Fire Department and the Ross Valley Fire Chief Officers Association, attached as *Attachment 1*, is hereby approved.

Section 2. The Board of the Ross Valley Fire Department approves \$140,000 to be used from Undesignated Reserves to purchase a new command vehicle.

Section 3. The Fire Chief or Executive Director are hereby authorized to implement all provisions of the MOU attached as *Attachment 1*, and to purchase the new command vehicle authorized in Section 2.

I do hereby certify that the above Resolution 24-07 is a true and correct copy as passed by the Ross Valley Fire Board on July 10, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Thomas Finn, Board President

Attest:

Samantha Stettler, Administrative Assistant

Attachment 1

SIDE LETTER TO MEMORANDUM OF UNDERSTANDING

Between

ROSS VALLEY FIRE DEPARTMENT

And

ROSS VALLEY FIRE CHIEF OFFICERS ASSOCIATION

The authorized representatives of the Parties have met and conferred and present the following joint recommendation to the Ross Valley Fire Department Board of Directors for amendment of the existing Memorandum of Understanding (MOU) for the purpose of creating an additional Chief Officer Position assigned to a 40-hour work week schedule.

Section 2: Rates of Pay

The Basic rate of pay equals:

- a. The base hourly rate of pay for 56-hour employees shall be determined by dividing an employee's monthly salary by 242. The formula is: $\text{Monthly Salary}/242 = \text{base hourly rate of pay}$. The base hourly rate of pay for 40-hour employee's shall be determined by dividing an employee's monthly salary by 173.33. The formula is: $\text{Monthly Salary}/173.33 = \text{base hourly rate of pay}$.

Section 3: Salary and Wage Plan for Battalion Chiefs

FY 24/25

STEPS	A	B	C
40-hour	16,296.27	17,201.62	18,106.97

**Above includes FY 24/25 contractual 3% agreement per Chief Officers MOU.*

Battalion Chiefs assigned to the 40-hour position shall receive a 9.85% increase in their base salary above the 56-hour Battalion Chief. This increase is factored into the base salary listed above.

Section 4: Hours of Work

For 56-hour Chief Officers:

The firefighting duty schedule shall consist of two twenty-four (24) hour shifts followed by ninety-six (96) hours off duty. Shifts shall not exceed forty-eight hours in duration, commencing at 7 o'clock am.

For 40-hour Chief Officers:

The duty schedule shall consist of a schedule that is equal to 40 hours per week. Chief Officers may work flexible hours, but will typically have a 5-8 or 4-10 schedule.

Section 7: Administrative Leave

40-hour Chief Officers will accrue 103 hours of administrative leave.

Section 9: Vacations

Vacation:

- a. During the term of this agreement, regular full-time employees shall earn entitlement to annual vacation on the basis of continuous service in accordance with the following schedule:

MONTHS OF SERVICE			ANNUAL VACATION ENTITLEMENT 56-hour Chief Officers		ANNUAL VACATION ENTITLEMENT 40-hour Chief Officers
Start	Through	36	6	24-hour shifts/144 hrs	103 hours
37	Through	96	8	24-hour shifts/192 hrs	137 hours
97	Through	180	10	24-hour shifts/240 hrs	171 hours
181	And over		12	24-hour shifts/288 hrs	206 hours

- f. Vacation may be taken in advance of accrual and, if approved by the Chief, as convenient to Authority as follows:

56-hour Chief Officers may take 72 hours of vacation in advance of accrual.

40-hour Chief Officers may take 51 hours of vacation in advance of accrual

- J. 40-hour Chief Officers will not participate in the vacation selection process with 56-hour Chief Officers.

Section 10: Sick Leave

- b. During the term of this agreement, employees will accrue sick leave as follows;

56-hour Chief Officers will accrue 12 hours per month

40-hour Chief Officers will accrue 8.5 hours per month

Sick *leave* shall accrue only for time actually worked. The following shall be treated as time worked for purposes of this subsection; paid vacation or sick *leave*; periods of *leave* without pay not exceeding three (3) weeks; periods of non-charged *leave* for work-connected illness or injury if the disability is determined to be temporary.

- d. In case of necessity, sick leave may be taken in advance of accrual if approved by the Chief as follows:

56-hour Chief Officers up to seventy-two (72) hours

40-hour Chief Officers up to fifty-one (51) hours

- e. In the event of illness or injury of a person having a close familial relationship with an employee covered by this agreement, the following sick leave hours may be taken as familiar care leave per contract year:

56-hour Chief Officers up to seventy-two (72) hours

40-hour Chief Officers up to fifty-one (51) hours

A familial relationship includes the employee's immediate family members and shall consist of the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters; spouse's children, parents, grandparents, grandchildren, brothers, sisters or any other person identified by law.

- f. In the death of a person having a close familial relationship with an employee covered by this agreement, the following sick leave hours may be taken as bereavement leave per contract year:

56-hour Chief Officers up to seventy-two (72) hours

40-hour Chief Officers up to fifty-one (51) hours

A familial relationship includes the employee's immediate family members and shall consist of the employee's spouse, children, parents, grandparents, grandchildren, brothers, sisters; spouse's children, parents, grandparents, grandchildren, brothers, sisters or any other person approved by the Chief.

Section 19: Working Conditions


- g. 40-hour Chief Officers will not participate in the overtime signup process. but may backfill 56-hour Chief Officers to prevent force hires and/or during times of extreme staffing shortages.
- h. All Chief Officers will be allowed time to participate in the department's physical

fitness programs. 40-hour Chief Officers will work with the Fire Chief to mutually agree on participation times based on their work schedule.

- i. The 40hr Battalion Chief position will not be part of the Departments daily minimum staffing requirements, unless covering a 56-hour Battalion Chief.
- j. Incumbent Chief Officers may request to transfer to either the 56-hour or 40-hour position prior to vacancies being filled through a promotional process. If said transfer is approved by the Fire Chief, it will not go into effect until the subsequent vacancy can be filled unless it is filling a 56-hour position.
- k. Upon transfer or promotion to the 40-hour position, employees will keep their current accrued leave balances and benefits.
- l. When more than one vacancy exists at the Battalion Chief level the 56-hour position will be filled prior to the 40-hour position.

Term

This agreement shall be effective as of the first day of July 2024, and shall remain in full force and effect until the 30th day of June 2025. It shall be automatically renewed from year to year thereafter unless either party shall have notified the other in writing, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the agreement.



Ross Valley Fire Chief Officers Association
Tim Grasser, Representative

Date: 6/25/2024



Ross Valley Fire Department
Tom Finn, Board Of Directors President

Date: 6/12/24