

**SIDE LETTER OF AGREEMENT BETWEEN THE
CITY OF FOUNTAIN VALLEY AND
FOUNTAIN VALLEY INDIVIDUALLY REPRESENTED BATALLION CHIEFS
AND DIVISION CHIEF**

This Side Letter of Agreement ("Side Letter") between the CITY OF FOUNTAIN VALLEY ("City") and the FOUNTAIN VALLEY INDIVIDUALLY REPRESENTED BATALLION CHIEFS AND DIVISION CHIEF "(Individually Represented BattalioN Chiefs and Division Chief)" (collectively, "Parties") regarding a Memorandum of Understanding ("MOU") effective July 1, 2021, through June 30, 2024 in regard to compensation:

WHEREAS, pursuant to Article 4, Section 4.01 – Compensation of the MOU - the Parties agreed to undertake a compensation survey with the goal of ensuring that the total compensation of the employees in the unit is at least at 50% of the average market value within the designated labor market. The Parties further agreed that once the results of the compensation survey was completed they would meet and confer in good faith for additional compensation increases, if any, to bring each classification to the market average in total compensation. Finally, Section 4.01 – Compensation also provides in relevant part:

Any additional compensation increases, as agreed upon by the parties, shall be implemented in the pay period containing January 7, 2022, January 6, 2023 and January 5, 2024; shall not surpass four percent (4%) of the bargaining unit's total compensation in any one of those years.

WHEREAS, the Parties have met and conferred over the results of the compensation survey and the additional compensation increases produced thereby.

NOW, THEREFORE, the Parties hereby agree to amend the MOU as follows:

1. The parties agree that upon adoption of this Side Letter, active members are eligible to receive the following applicable pay(s):

Section 4.01 Compensation: Additional adjustments to the schedule of base salary rates for classifications covered under this agreement are outlined below:

Effective Date of Adjustment	Adjustment Amount
Effective pay period ending January 7, 2022	0.5%
Effective pay period ending January 6, 2023	1%
Effective pay period ending January 5, 2024	1%

2. **Section 4.03 – Educational Incentive Pay (Chief Officer Certification):** Defined as compensation to employees for completing educational courses, certificates, and degrees which enhance their ability to do their job. Designated by 2 CCR § 571(a) (2) as Educational Pay. Individually Represented Battalion Chiefs and Division Chief possessing a Chief Officer Certificate by the State of California shall

receive educational incentive pay (Chief Officer Certification) in the amount of \$545.00 per month.

Effective 1/1/2024, the Education Incentive Pay (Chief Officer Certification) will adjust from \$545.00 per month to nine percent (9%) of base pay per month.

(Revised 8/20/10, 8/9/08, 8/11/07, 8/8/98, 2/17/97, 2/1/96, 8/1/95, 2/1/95, 8/1/94, 8/1/16, 1/1/2024)

3. **Section 4.04 – Educational Incentive (Chief Officer Management):** Defined as compensation to employees for completing educational courses, certificates and degrees which enhance their ability to do their job. Designated by 2 CCR § 571(a) (2) as educational pay. Individually Represented Battalion Chiefs and Division Chiefs possessing a Chief Officer Certificate from the State of California who have earned a minimum of 90 semester units at an accredited college or university, shall be eligible for \$100.00 per month educational incentive pay (Chief Officer Management Certification). The Individually Represented Battalion Chiefs and Division Chief must submit a college or university transcript showing completion of a minimum of ninety (90) semester units. Chief Officer Management Pay is in addition to Chief Officer Certification Pay.

Effective in the pay period including 1/1/2024, the Chief Officer Management Educational Pay will adjust from \$100.00 per month to 0.65% of base pay per month.

(Effective 8/1/07, 1/1/2024)

4. **Section 4.05 – Educational Incentive Pay (Strike Team Leader Certification).** Defined as compensation to employees for completing educational courses, certificates and degrees which enhance their ability to do their job. Designated by 2 CCR § 571(a) (2) as educational pay. Individually Represented Battalion Chiefs and Division Chief completing all required courses for Strike Team Leader (Engine) Certification from the State of California shall receive educational incentive pay (Strike Team Leader Certification) in the amount \$95.00 per month.

A Battalion Chief or Division Chief who returns to work from a strike team deployment of greater than 24 hours in duration on that Battalion/Division Chief's regularly assigned duty shift, will not be expected to return to duty for the remainder of the regular duty shift. The Battalion or Division Chief will not be required to utilize any accrued leave and the shift will remain backfilled.

Effective in the pay period containing 1/1/2024, The Strike Team Leader Certification Educational Pay will adjust from \$95.00 per month to 0.65% of base pay per month.

(Revised 8/20/10, 8/9/08, 8/11/07, 9/1/2020, 1/1/2024)

5. **Section 4.06 – Hazard Premium (Exposure).** Defined as compensation to employees who are routinely and consistently exposed to toxic, radioactive, explosive or other hazardous substances or perform hazardous activities to implement health or safety

procedures. Designated by 2 CCR § 571 (a) (4) as premium pay. Individually Represented Battalion Chiefs and Division Chiefs shall receive hazard premium in the amount of five percent (5%) of base pay per month.

(Revised 2/16/93, 2/17/97, 1/1/2022)

6. **Section 4.07 – Physical Fitness Program Pay (Wellness).** Defined as compensation to local safety members who meet an established physical criterion. Designated as 2 CCR § 571 (a) (1) incentive pay. The Individually Represented Battalion Chief and Division Chief may participate in a voluntary physical fitness/wellness program. Individually Represented Battalion Chiefs successfully passing the semi-annual performance standards shall receive physical fitness program pay (wellness) in the amount of \$50.00 per month for Tier 1. If qualified for Tier 2, the Individually Represented Battalion Chief and Division Chief shall receive physical fitness program pay (wellness) in the amount of four percent (4%) of base pay per month. The employee may elect to use whatever portion of this pay as may be necessary to satisfy his/her full obligation to pay health insurance premiums.

(Revised 8/20/10, 8/9/08, 8/11/07, 1/1/2022)

7. **Section 4.11 - Non-Suppression Overtime.** The Individually Represented Battalion Chief shall be paid at the regular hourly rate (straight time) for all **non-suppression** hours worked in excess of one hundred twelve (112) hours in a fourteen-day (14) work period. Non-suppression work shall include attendance at meetings, work as a Fire Investigator, work on pre-employment background investigations, etc. The Individually Represented Division Chief shall not be paid for Non-Suppression Overtime.

(Revised 1/1/2022)

8. **Section 4.13 Longevity:** Defined as compensation to incentivize sworn, Individually Represented Battalion Chiefs and Division Chief to remain with the City of Fountain Valley, and defined as special compensation 2 CCR § 571 (a) (1) Longevity Pay. Effective in the pay period containing January 1, 2023, eligible employees will earn Retention Incentive Premium at the following rates based on their cumulative, full-time sworn Fire Department service. Only sworn Fire Department employees with the rank of Firefighter or higher, as determined by the Fire Chief, shall be included as qualified, sworn Fire service experience. Any Retention Incentive Premium shall not commence until the Fire Department is notified by the employee of obtaining eligibility and all required proof of eligibility is received by the Human Resources Department and approved by the Fire Chief and City Manager.

- A. After completion of fifteen (15) years of qualified service, and beginning their sixteenth (16th) year of service, eligible employees will receive five percent (5%) percent of base pay only.
- B. After completion of twenty (20) years of qualified service, and beginning their twenty-first (21) year of service, eligible employees will receive six percent (6%) of base pay only.


An eligible employee shall only be entitled to receive one Retention Incentive Premium. Retention Incentive Premiums are not intended to be stacked.

(Established and Effective 1/1/2023)

11. Except as modified in this Amendment, all terms and conditions of the Memorandum of Understanding as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Memorandum of Understanding on April 5, 2022.

APPROVED AS TO FORM:

By 
COLIN BURNS
Attorney for the City

ATTEST:


RICK MILLER
Clerk of the Council

CITY OF FOUNTAIN VALLEY:


PATRICK HARPER
Mayor


RAUL GODINEZ,
Interim City Manager

FOUNTAIN VALLEY INDIVIDUALLY
REPRESENTED BATTALION CHIEFS
AND DIVISION CHIEF:

Bill McQuaid

Bill McQuaid (Mar 23, 2022 16:28 PDT)

WILLIAM MCQUAID
DIVISION CHIEF