

**SIDE LETTER OF AGREEMENT BETWEEN THE
CITY OF FOUNTAIN VALLEY AND
FOUNTAIN VALLEY FIREFIGHTERS ASSOCIATION IAFF LOCAL 4530**

This Side Letter of Agreement ("Side Letter") between the CITY OF FOUNTAIN VALLEY ("City") and the FOUNTAIN VALLEY FIREFIGHTER'S ASSOCIATION IAFF LOCAL 4530 ("Association") (collectively, "Parties") regards a Memorandum of Understanding ("MOU") effective July 1, 2021, through June 30, 2024 in regard to compensation:

WHEREAS, pursuant to Article 6, Section 6.01 – 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 6.01 – 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 6.01 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	1%
Effective pay period ending January 6, 2023	1%
Effective pay period ending January 5, 2024	1%

Association members employed as of January 1, 2024, will each receive a one-time, non-PERS reportable, monetary bonus of \$2,250 to be paid during the pay period ending February 16, 2024.

2. **Section 6.02 – Paramedic Pay:** Defined as compensation to employees who obtain and maintain certification in auxiliary medical techniques. Designated by 2 CCR § 571(a) (2) as Educational Pay.

- A. Paramedic Pay (Firefighter/Paramedic Compensation). Effective January 1, 2022, when sworn, non-management active Fire employees are assigned to Firefighter/Paramedic, they shall receive a salary differential increased from 13.5% to 14.5% above Firefighter.
- B. Paramedic Pay (Paramedic Recertification Bonus). The City shall pay the following one (1) time bonus to Firefighter/Paramedics who obtain recertification as Paramedics in Orange County while employed by the City:

Recertification	One-Time Bonus
1st Recertification	\$350
2nd Recertification	\$450
3rd Recertification	\$550
4th Recertification and each subsequent recertification thereafter	\$650

- C. Paramedic Pay (Paramedic Bonus). Fire Engineers or Captains certified as Paramedics and required to work as a Paramedic shall be paid a paramedic pay which is the difference between the top step Firefighter and Firefighter/Paramedic salaries for only those hours worked as a Paramedic.

(Revised 2/9/08, 2/7/09, 8/20/10, 1/1/2022)

3. **Section 6.04 – Educational Incentive (Firefighter II Certification)**: Defined as compensation to employees for completing educational courses, certificates, and degrees that enhance their ability to do their job. Designated by 2 CCR § 571 (a) (2) as educational incentive. Sworn, non-management Fire employees who possess a Firefighter II Certification shall be eligible to receive an educational incentive (Firefighter II Certification Bonus) of \$320 per month above their base salary.

Effective January 1, 2024, the Firefighter II Certification Bonus will increase from \$320 per month to five percent (5%) of base rate per month.

An employee shall only be entitled to receive either the Firefighter II or III Certification Pay or Fire Officer Certification Pay, but not both.

(Revised 2/7/90, 2/9/97, 2/9/98, 8/11/07, 8/9/08, 8/20/10, 2/12/16, 1/1/2024)

4. **Section 6.05 – Educational Incentive (Firefighter III Certification)**: Defined as compensation to employees for completing educational courses, certificates, and degrees that enhance their ability to do their job. Designated by 2 CCR § 571 (a) (2) as educational incentive. When tests and certification procedures for Firefighter III have been developed and approved, the City shall pay an educational incentive to Firefighter II certification pay above the base salary to those employees who attain certification as Firefighter III. The City agrees to continue to pay educational incentive equivalent to Firefighter II educational incentive to those individuals who became certified as a Firefighter II prior to the approval of the Firefighter III certification procedures. However,

employees who become certified receive certification, as a Firefighter II subsequent to the approval of the Firefighter III certification procedures shall not be eligible to receive the educational incentive. An employee shall only be entitled to educational incentive for Firefighter II or Firefighter III, but not both.

5. **Section 6.06 – Educational Incentive (Fire Officer Certification):** Defined as compensation to employees for completing educational courses, certificates and degrees that enhance their ability to do their job. Designated by 2 CCR § 571 (a) (2) as educational incentive. Sworn, non-management Fire employees who have completed the required Fire Officer Certification courses, or possess a Fire Officer Certification from the California State Fire Training (SFT), shall be eligible to receive an educational incentive (Fire Officer Certification) for \$545 per month.

Effective January 1, 2024, the compensation for Fire Officer Certification will increase from \$545 per month to nine percent (9%) of base rate per month.

An employee shall only be entitled to receive either Firefighter II, III or Fire Officer educational incentive, but not both.

(Revised 2/9/97, 2/9/98, 8/11/07, 8/9/08, 8/20/10, 2/12/16, 7/1/21, 1/1/2024)

6. **Section 6.08 - 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 special assignment pay. Sworn, non-management fire employees shall receive hazard premium in the amount of \$150.00 per month in addition to their base rate of pay.

Effective January 1, 2022, sworn, non-management active fire employees shall receive hazard premium of five percent (5%) per month in addition to their base rate of pay.

(Effective 2/2/92; Revised 2/2/91, 2/2/92, 8/9/97, 1/1/2022)

7. **Section 6.09 – Physical Fitness Program Pay (Wellness):** Defined as compensation to local safety members who meet an established physical criterion. Designated by 2 CCR § 571 (a) (1) as incentive pay. Sworn, non-management fire employees may participate in a voluntary physical fitness/wellness program. Sworn, non-management fire employees 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 sworn, non-management fire employees shall receive physical fitness program pay (wellness) in the amount of \$195.00 per month. The employee may elect to use whatever portion of this pay may be necessary to satisfy his/her full obligation to pay health insurance premiums.

Effective January 1, 2022, if qualified for Tier 2, sworn, non-management active fire employees shall receive physical fitness program pay (wellness) of four percent (4%) per month in addition to their base rate of pay. The employee may elect to use whatever portion of this pay may be necessary to satisfy his/her full obligation to pay health insurance premiums.

(Effective 8/98; Revised 8/11/07, 8/9/08, 8/20/10, 1/1/2022)

8. **Section 6.18 Retention Incentive Program (Longevity Pay):** Defined as compensation to incentivize sworn, non-management Fire employees 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 pay 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 five (5) years of qualified service, and beginning their sixth (6th) year of service, eligible employees will receive five percent (5%) of base pay only.
- B. After completion of fifteen (15) years of qualified service, and beginning their sixteenth (16th) year of service, eligible employees will receive seven percent (7%) percent of base pay only.
- C. After completion of twenty (20) years of qualified service, and beginning their twenty-first (21) year of service, eligible employees will receive nine percent (9%) 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.

(Effective 1/1/2023)

9. **Section 6.13 – Temporary Upgrade (Acting or Move-Up Appointments) :**

A. **Acting Appointments:** Defined as compensation to employees who are required by their employer to work in an upgraded position/classification of limited duration. Designated by 2 CCR §571 (a) (3) as premium pay. In the event of a vacancy due to the extended absence of an employee as a result of injury, illness, separation, or other reason, the Fire Chief is authorized to make an acting appointment of a qualified individual to the vacant position, subject to the following:

- 1) The position must be vacant for a minimum of thirty (30) calendar days.
- 2) The acting appointment must be approved by the City Manager.

- 3) Appointment to an acting position shall be made from a current certified eligibility list for the position being filled. If there is no current eligibility list, the Fire Chief may recommend appointment of an employee from a prior eligibility list for the position. If neither a current nor a prior eligibility list exists, the Fire Chief may recommend appointment of an employee who meets the minimum qualifications for the position to be filled.
- 4) An employee who serves in an acting position shall receive the first step salary rate of the position or five-percent (5%) above their base salary, whichever is greater.
- 5) Acting appointments shall be for a period not to exceed six (6) months, unless approved by the City Manager.

B. Temporary Move-Up Pay: Not designated under 2 CCR § 571 (a) (3) as special compensation.

- 1) Employees moved up to temporarily perform the assignments of the higher-level position for any increment of time.
- 2) Not intended for positions vacated by an incumbent or on an extended leave of absence.
- 3) Length of move-up may be for an increment of time such as: by hour, shift, or tour.
- 4) Appointment to an acting position shall be made from a current certified eligibility list for the position being filled. If there is no current eligibility list, the Fire Chief may recommend appointment of an employee from a prior eligibility list for the position. If neither a current nor a prior eligibility list exists, the Fire Chief may recommend appointment of an employee who meets the minimum qualifications for the position to be temporarily filled.
- 5) An employee who serves in an acting position shall receive the first step salary rate of the position or five (5%) percent above their base salary, whichever is greater.

(Revised 1/1/2022)

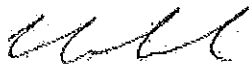
10. **Section 6.17 – Exempt Status of Fire Captains:** Section removed in its entirety from MOU.

(Eliminated effective 1/1/2022)

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.

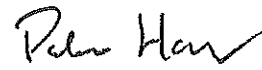
APPROVED AS TO FORM:

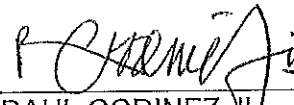

By _____
COLIN BURNS
Attorney for the City

ATTEST:

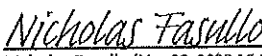

RICK MILLER
Clerk of the Council

CITY OF FOUNTAIN VALLEY:


PATRICK HARPER
Mayor


RAUL GODINEZ, II
Interim City Manager

FOUNTAIN VALLEY FIREFIGHTERS'
ASSOCIATION IAFF LOCAL 4530:


Nicholas Fasullo (Mar 23, 2022 15:50 PDT)
NICHOLAS FASULLO
President