

Deputy 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:

- Deputy Chief – Operations (1)
- Deputy Chief – Administrative / Support (1)

EFFECTIVE DATE

January 1, 2022

EMPLOYMENT STATUS, WORK PERIOD, SALARIES, OTHER COMPENSATIONS

Employment Status

Position	Typical Work Week	Status
Deputy Chief -- Support	40 / Week	Salary Exempt
Deputy Chief -- Operations	40 / Week	Salary Exempt

Work Periods

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

Salaries

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

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). Deputy Chiefs shall be paid overtime for any hours worked beyond normal hours.

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

Deputy Chiefs who are assigned to be on-call off duty and after normal business hours (“Duty Chief”) shall be compensated \$150 per day stand-by pay and 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.

Out of District Mutual Aid Assignment Limitations and Pay

Deputy Chiefs are permitted to respond for a total of 28 days per year on an out of District mutual aid assignment without prior approval from the Fire Chief. Additional out of District mutual aid assignments will require prior approval from the Fire Chief. Deputy Chiefs shall be paid overtime for any hours worked beyond their normal hours, portal to portal.

Battalion Chief Coverage Pay

In the event a battalion shift (A, B, or C shift) cannot be filled, and the hire back procedure has been exhausted, the Deputy Chief may cover the shift. The Deputy Chief covering the shift shall receive a \$600 stipend for a weekday shift, \$1200 stipend for a weekend or holiday shift.

Out of Classification Stipend

Deputy Chiefs assigned by the Fire Chief shall receive \$150 stipend per day for every day assigned to work as the Acting Fire Chief. If the Acting Fire Chief is also scheduled to work a Duty Chief 7 day during that period, then the Deputy Chief shall receive both stipends. Assignment to the Acting Fire Chief shall be designate by the Fire Chief for a specific period. In the case of an emergency the Board of Directors may assign an Acting Fire Chief.

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.

Deferred Compensation

The District will contribute up to \$175 per pay period, dollar for dollar to match towards the Deputy Chief's contribution (PERS 457) plan, provided the Deputy Chief contributes at least \$175 per pay period to his/her deferred compensation plan.

RETIREMENT**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 conditions:

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

Deputy Chiefs accumulate sick leave at the rate ten (10) hours 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 (other than retirement) based on the employees’ hourly rate of pay. The District may require a doctor’s note for four (4) our more consecutive days off sick leave.

Bereavement Leave

Deputy Chiefs shall be allowed three (3) consecutive days off with pay, in the event of a death in the immediate family, which shall include the employees' existing spouse, child, step or foster child, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, stepparents, foster parents, or any close relative residing in the employee's household. Bereavement leave applies only in instances where the employee attends the funeral or is required to make funeral arrangements. The District may require substantiation of the death.

Vacation

<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

Accrued vacation hours in excess of the amount accrued in two years shall be paid out 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.

Holidays

Deputy Chiefs recognize the following holidays. If the holiday falls on a weekend day, the following Monday may be taken off. Holidays do not transfer year to year and have no cash value.

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
Christmas Day	Birthday

Alternative Leave

Deputy Chiefs shall receive sixty (60) hours of alternative leave per calendar year. Alternative leave hours do not transfer year to year and have no 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 \$153 per employee towards 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 \$9.00 towards 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.

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.

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.

CSFA Dues

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

OTHER PROVISIONS**Uniform and 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.

Training, Continuing Education and Tuitions

Deputy Chiefs are eligible for education costs reimbursements up to a maximum of \$1200 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.

Deputy 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 Fire 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.

Employee Rights

Deputy 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.

**Appendix A
Salary Schedule**

January 1, 2022 - 3% Increase

Classification	Step 1	Step 2	Step 3
Deputy Chief	\$182,038	\$187,500	\$193,125

July 1, 2022 - 2% Increase

Classification	Step 1	Step 2	Step 3
Deputy Chief	\$185,679	\$191,250	\$196,987

January 1, 2023 - 3% Increase

Classification	Step 1	Step 2	Step 3
Deputy Chief	\$191,249	\$196,987	\$202,897

Approval Signature: _____ Date: _____