

RESOLUTION NO. 2023-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULLERTON, CALIFORNIA, APPROVING THE AGREEMENT BETWEEN THE CITY AND THE FULLERTON FIRE MANAGEMENT ASSOCIATION DATED MAY 16, 2023, AND SUPERSEDES, IN ITS ENTIRETY, RESOLUTION NO. 2022-029 AND UPDATING, ADDING, AND DELETING CERTAIN CLASS SPECIFICATIONS IN THE PERSONNEL CLASSIFICATION PLAN

THE CITY COUNCIL OF THE CITY OF FULLERTON HEREBY RESOLVES AS FOLLOWS:

1. City Council approves the Agreement between the City of Fullerton and the Fullerton Fire Management Association dated May 16, 2023, attached hereto.
2. City Council adopts the following revised classification specification (attached) and adds to the classification plan:

<u>Title</u>	<u>Effective Date</u>
Fire Battalion Chief	June 2023

3. City Council adopts the following new class specifications (attached):

<u>Title</u>	<u>Effective Date</u>
Division Chief	June 2023
Deputy Chief	June 2023

4. City Council approves salary range placement for the new class specifications as follows (Appendix A of Attachment 1):

<u>Title</u>	<u>Range</u>	<u>Bottom</u>	<u>Top</u>
Division Chief	720	\$11,593	\$15,536
Deputy Chief	740	\$12,351	\$16,552

5. City Council deletes the following obsolete class specifications from the classification plan:

<u>Title</u>	<u>Effective Date</u>
Fire Battalion Chief	February 2023
Fire Marshal/Deputy Chief - Administration	March 2014

6. This resolution shall be effective June 6, 2023.

ADOPTED BY THE FULLERTON CITY COUNCIL ON JUNE 6, 2023.

Fred Jung, Mayor

ATTEST:

Lucinda Williams, MMC
City Clerk

Date

Attachments:

- Attachment 1 – Fullerton Fire Management Association Memorandum of Agreement
- Attachment 2 – Fire Battalion Chief Class Specification
- Attachment 3 – Division Chief Class Specification
- Attachment 4 – Deputy Chief Class Specification

AGREEMENT
BETWEEN THE CITY OF FULLERTON AND
THE FULLERTON FIRE MANAGEMENT
ASSOCIATION,
FOR THE PERIOD FOR JANUARY 7, 2023 THROUGH
JUNE 30, 2027

ARTICLE 1: INTRODUCTION

This Agreement is made and entered into by the City of Fullerton (hereinafter referred to as the "City") and the Fullerton Fire Management Association (hereinafter referred to as the "FFMA"). The FFMA is the recognized majority representative of employees in the classifications listed on Appendix A (hereinafter collectively referred to as "affected employees"). This Agreement fully supersedes and renders void the prior Agreement between the parties that was effective from July 1, 2021 through June 30, 2023.

Pursuant to City Council Resolution 5145 (which pertains to employer-employee relations) and California Government Code §3500, et seq., authorized representatives of the City and the FFMA have met and conferred in good faith concerning compensation, hours and other terms and conditions of employment of affected employees, and have reached an Agreement that shall be submitted to the City Council for approval. Following approval, this Agreement shall be implemented by action of the Council or City Manager by appropriate ordinances, resolutions, or other directives.

Therefore, the City and the FFMA agree that upon approval by the City Council, the compensation, hours and other terms and conditions of employment for affected employees shall be as follows:

ARTICLE 2: TERM - EFFECTIVE DATES

The term of this Agreement shall be from January 7, 2023 through June 30, 2027. The effective date of each Article is January 7, 2023 unless otherwise stated herein.

ARTICLE 3: MAINTENANCE OF EXISTING BENEFITS

Except as provided herein, all compensation, hours and other terms and conditions of employment within the lawful scope of representation of the FFMA presently enjoyed by affected employees, shall remain in full force and effect unless changed subject to completion of meet-and-confer/consult sessions with authorized representatives of the FFMA.

The City may reopen negotiations on the issue of health insurance benefits or cafeteria plan (including, as to both, but not limited to, plan benefits or structure, City or employee

contributions and/or opt out amount or requirements) in order to avoid penalties or taxes under the Affordable Care Act, (hereinafter “ACA”) or other statutory scheme that may result from an interpretation of the ACA or other statutory scheme by the Internal Revenue Service or other federal agency (including, but not limited to, a revenue ruling, regulation or other guidance) or state agency, or a ruling by a court of competent jurisdiction.

ARTICLE 4: SEPARABILITY

If any part or provision of this Agreement is rendered or declared invalid by any subsequently enacted legislation or by any decree of any court of competent jurisdiction, the remaining portions shall continue in full force and effect.

ARTICLE 5: CITY REVENUES

The FFMA shall encourage its members to live and shop in Fullerton in an effort to increase the revenue available to the City.

ARTICLE 6: SCHEDULE OF BASE SALARY RATES and ALLOCATION OF CLASSES TO SALARY RANGES

- A. The Schedule of Base Salary Rates and the Allocation of Classes to Salary Ranges shall be as contained in Appendix A. Base salary rates shall be adjusted by across-the-board increases as follows:

Eight percent (8%) base salary increase effective the first full pay period after January 1, 2023.

Four percent (4%) base salary increase effective the first full pay period after July 1, 2023.

Four percent (4%) base salary increase effective the first full pay period after July 1, 2024.

Three percent (3%) base salary increase effective the first full pay period after July 1, 2025.

Three percent (3%) base salary increase effective the first full pay period after July 1, 2026.

- B. Effective the first full pay period after January 1, 2023, the base salary ranges for the classifications of Division Chief and Deputy Chief shall be established as follows:

1. The base salary range for Division Chief shall be established at 7% above the base salary range for Fire Battalion Chief.
2. The base salary range for Deputy Chief shall be established at 14% above the base salary range for Fire Battalion Chief.
3. Upon entry into either the Division Chief or Deputy Chief classifications, an employee shall be placed at the same pay step as their pay step in the classification of Fire Battalion Chief at the time of appointment.

C. In addition to the increases in section (A), above:

1. Effective the first full pay period after January 1, 2023, the City shall add Step 7 to the current salary range for the rank of Fire Battalion Chief. Step 7 shall be set at five percent (5%) greater than Step 6. Personnel in the classification of Deputy Chief shall immediately move up to Step 7 and shall have their pay step anniversary in their current rank adjusted to January 1. All other personnel shall be eligible for step advancement in accordance with established personnel rules.
2. Effective the first pay period after July 1, 2023, the City shall add Step 8 to the current salary range for the rank of Fire Battalion Chief. Step 8 shall be set at five percent (5%) greater than Step 7. Personnel in the classification of Deputy Chief shall immediately move up to Step 8 and shall have their pay step anniversary in their current rank adjusted to July 1. All other personnel shall be eligible for step advancement in accordance with established personnel rules.
3. When an employee is promoted into a FFMA Suppression classification, he/she shall be advanced to the lowest step in the appropriate salary range which provides not less than a 5% increase over his/her current salary rate, including Educational Incentive Pay, Longevity Pay, Bilingual Pay, and Paramedic Pay, if any.

ARTICLE 7: INCREMENT PAY

A. Bilingual Pay

1. An employee shall be eligible to receive \$50 biweekly if the following conditions are met:
 - a. The employee is required, as part of his/her regular public contact duties, to speak and/or translate by reading/writing one or more languages other than English.

- b. The employee must pass a language skills test approved or administered by the City.
2. Eligibility for Bilingual Pay is subject to re-determination at any time by the City. The City shall give four months' notice to each affected employee prior to giving a requalifying exam.

ARTICLE 8: VEHICLE USE

Each Division Chief, Deputy Chief, and Emergency Medical Services Manager shall have use of a City vehicle for City business.

ARTICLE 9: CONSTANT STAFFING/EMERGENCY DUTY PAY

A. Constant Staffing Situations – Suppression Personnel Only

The City shall determine how overtime is assigned. If a Fire Battalion Chief, Division Chief, or a Deputy Chief is not available to work, then a Fire Captain who is qualified to work as acting Fire Battalion Chief may be assigned as an acting Fire Battalion Chief.

1. An employee on a 56-hour work week shall be paid at a rate of time and one half of his/her straight base hourly rate for any time worked in a suppression duty position in excess of his/her regular schedule.
2. An employee on a 40-hour work week shall be paid for all suppression duty time worked in excess of his/her normal 40-hour work week at a rate of time-and-one-half of the top step of range 720 56-hour work week rate.

B. Emergency Situations

An employee who is called back or held over beyond his/her regularly scheduled shift for the purpose of an ongoing emergency operation shall be paid at one-and-one-half times his/her base salary rate.

C. Payment – Suppression Personnel Only

Each employee required to work in excess of his/her regular work schedule in a work period shall be paid at his/her straight time base salary rate for non-suppression work or the appropriate time-and-one-half rate for suppression duty work in accordance with Article 9(A)(2) or receive compensatory time off at straight time for the excess hours.

D. Compensatory Time – Suppression Personnel Only

Should any employee exceed 96 hours of accrued compensatory time, he/she shall be paid for those excess hours at his/her straight base hourly rate. All compensatory time on the books at the end of each payroll year shall be paid off, unless used by the end of the following March in accordance with established City practice.

E. Affected employees shall have no claim to overtime pay pursuant to the Fair Labor Standards Act (FLSA) and related court decisions other than what is contained in this Article.

ARTICLE 10: EDUCATION INCENTIVE PROGRAM

A. Objective

The education program is designed to encourage employees to continue their career development by enrolling in approved courses which will:

1. Educate them in new concepts and methods in their occupational field and prepare them to meet the changing demands of their job.
2. Help prepare them for advancement to positions of greater responsibility with the City of Fullerton.

To meet these objectives, the program consists of two components:

1. Tuition Reimbursement – Reimbursement of fees for tuition, registration, and texts for eligible coursework.
2. Education Incentive Pay – The Education Incentive Pay portion of this program was previously rolled into the base salary for the classifications in this unit.

B. General Guidelines – Tuition Reimbursement

1. The Director of Human Resources or his/her appointed representative shall:
 - a. Review written applications submitted by employees through the Fire Chief.
 - b. Grant approval by either certifying the acceptability of majors, courses and expenditures, or suggesting those courses which will qualify the employee for education incentive pay/tuition reimbursement.

- c. Consult with the Fire Chief and school authorities on the development and establishment of criteria and standards to determine the acceptability of majors, courses and expenditures that will qualify the employee for tuition reimbursement.
 - d. Render a decision on an application for tuition reimbursement or education incentive pay within 60 days from the date of receipt by Human Resources.
2. If approval is denied, the employee may submit a written appeal within 30 days to a three-member education review committee appointed by the City Manager. The decision of the Committee shall be final.

C. Eligibility

1. All affected employees are eligible to receive tuition reimbursement. Courses must: commence after the employee's appointment to the City; be in excess of the educational standards for the classification (as noted in the class specification); and are not taken to acquire skills, knowledge and abilities which the employee was deemed to have when appointed to the classification. An example of this would be junior- or senior-level college or university courses when the specification for the classification calls for high school graduation.
2. Courses must meet one of the following requirements: 1) be approved by one of the regional accreditation associations recognized by the Council for Higher Education Accreditation; 2) training courses and seminars sponsored by the Orange County Emergency Medical Services Agency, the California State Fire Training System, and/or the U.S. Fire Administration; or 3) training courses or seminars approved by the Fire Chief. Credits for non-classroom assignments, such as life experience, military training, and professional training are not eligible for tuition reimbursement. These courses will be considered eligible for education incentive pay when receiving compensation for an approved completed degree.
3. A course must be: 1) related to the employee's current classification; 2) related to a City classification to which the employee may be eligible for promotion within five years of completion of his/her educational objective; or 3) required for the completion of a pre-approved job-related major. An example of the third requirement would be general education or elective requirements for the major as stated in the school catalog.
4. Courses shall not duplicate training which the employee has already had or which is to be provided in-house unless special approval has been granted by the Fire Chief and the Human Resources Department.

5. Courses cannot be taken on City time. The employee must certify that all courses submitted for approval were taken on the employee's off-duty time.
6. To certify eligibility, a fully completed pre-approval form shall be submitted to the Fire Chief and to Human Resources before the course begins.

D. Reimbursement

1. A tuition reimbursement request form must be submitted within three months of completion of the approved course. A minimum final grade of "C" or its equivalent is required for reimbursement. A pass in a pass/fail course will be considered equivalent to a "C" for reimbursement purposes only. No reimbursement shall be made for audited or incomplete courses.
2. Employees shall be reimbursed for tuition and any fees and reading materials required by the academic institution for the eligible course(s). Expenses for parking, travel, lodging, meals, transcript fees, materials and any other costs are not reimbursable.
3. Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by California State University, Fullerton, with a maximum reimbursement of \$2,500 per fiscal year for courses taken during that particular fiscal year. The difference between the City's maximum obligation during any fiscal year and the total amount of actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent fiscal year.
4. Employees must submit a bona fide certification of major, fees paid and grade achieved from the attendant institution in order to have their request for reimbursement considered. These documents must accompany the reimbursement request form.
5. Upon separation from employment, employees shall reimburse the City for any funds received under this program for courses completed during the last 12 months of employment. This payback provision does not apply to employees who receive a service or disability retirement and qualify as a retiree (as defined in Article 16(A), who are laid off by the City or who separate as a result of a City/departmental reorganization.

ARTICLE 11: UNIFORM ALLOWANCE

Each employee shall receive \$27.70 per pay period for the purchase, maintenance, and cleaning of uniforms and equipment.

Should the Fullerton Firefighters' Association (FFA) contractually agree to an increase in the amount of uniform allowance during the term of this Agreement, the FFMA shall receive an equivalent percentage increase to the uniform allowance provided in this Article. Any increase to uniform allowance under this provision shall be effective either the first pay period in which the FFA receives the increase in uniform allowance or the first pay period after City Council approval of the FFA agreement, whichever date is later. There shall be no retroactivity paid under this provision regardless of the effective date of any increase in uniform allowance for the FFA.

ARTICLE 12: SURVEYS

In determining what is adequate compensation, the parties shall use as a guideline the compensation provided to comparable employees of the following cities: Anaheim, Brea, Costa Mesa, Fountain Valley, , Huntington Beach, Laguna Beach, Newport Beach, and Orange.

ARTICLE 13: CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS)

A. Benefits

For unit employees hired as fire safety member on or before December 22, 2012, the City's contract with CalPERS for fire safety employees shall include the following options:

1. 3% at 50- benefit formula (Ca. Gov. Code §21362.2).
2. One-Year Highest Compensation (Ca. Gov. Code §20042).
3. Post-Retirement Survivor Allowance (Ca. Gov. Code §21624 and §21626).
4. Fourth Level of 1959 Survivor Benefits (Ca. Gov. Code §21574).
5. Military Service Credit (Ca. Gov. Code §21024), in which the employee pays the entire cost.
6. Pre-Retirement Optional Settlement 2 Death Benefit (Ca. Gov. Code §21548).

For unit employees hired as a fire safety member after December 22, 2012 who do not meet the definition of "New Member" under the Public Employee Pension Reform Act of 2013 (hereinafter referred to as "PEPRA"), the City's contract with CalPERS shall include the following options:

1. 3% at 55 benefit formula (Cal. Gov. Code §21363.1).
2. Final Compensation shall be based upon the average of the highest paid 36 consecutive months.
3. Post-Retirement Survivor Allowance (Cal. Gov. Code §§21624 and 21626).
4. Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code §21573).
5. Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.
6. Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).

B. Employer-Paid Member Contributions (EPMC)

1. The City shall pay the CalPERS normal member contribution (as defined in §20677 et seq. of the California Government Code, and hereinafter referred to as “ EPMC”) into each employee's account with CalPERS, pursuant to §20691 of the California Government Code. This payment will be included within the employee's compensation earnable that is reported to CalPERS, pursuant to §20636(c)(4) of the California Government Code. Employees hired on or after January 1, 2013 who meet the definition of “New Member” under PEPRa do not qualify for this benefit. Effective December 28, 2019, the City’s resolution regarding payment of the EPMC was amended to reduce the City’s payment from the full 9% normal member contribution to 7%. Thereafter, employees shall be required to pay the portion of the normal member contribution calculated on 2% of total compensation earnable.
 - (a) Effective the first full pay period after July 1, 2026, the City contribution toward EPMC shall be decreased by an additional 4% (for a total of 6%), with 6% of the normal member contribution paid by the employee.
2. The EPMC paid by the City shall not be considered as base salary, and is not taxable income, pursuant to §414(H)(2) of the Internal Revenue Code. However, should any state or federal agency alter the current income tax treatment of such payment, the consequences of such action shall be the sole responsibility of the affected employees and shall in no way alter any obligation of the City toward such employees.
3. The City shall pay the 1959 Survivor Benefits premium for affected employees.

C. Cost Sharing

Employees under the 3% @ 50 benefit formula shall contribute 9.557% of their compensation earnable (as defined in Government Code §20636) and employees under the 3%@55 benefit formula shall contribute 9.0% of their compensation earnable (as defined in Government Code §20636) toward the employer contribution rate. The employee contribution toward the employer rate shall be made through a combination of a portion paid pursuant to Government Code Section §20516(a) as specified in the contract between the City and CalPERS, and the balance being made pursuant to Government Code Section §20516(f). In the event of a change in the law or legal determination that any portion of the employee contribution toward the employer rate is not allowable as agreed, the EPMC shall be reduced by whatever portion is not allowable and the parties shall meet and confer to determine the appropriate modifications of benefits to offset this change.

It is further provided that should legislation be enacted that requires employees pay any portion of the required member contribution, then the City shall take whatever action is necessary to reduce the amount of the employee pick-up of the employer contribution by the amount of the required payment by the employee of the member contribution.

Effective the first full pay period after July 1, 2026, the employee cost sharing contribution shall be decreased by 4%. Concurrently, the City contribution toward EPMC shall be decreased by 4% as set forth in Section B(1)(a) above, with 6% of the normal member contribution paid by the employee.

ARTICLE 13.1: CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT
SYSTEM (CalPERS) – NON-SWORN EMPLOYEES

A. The City's contract with CalPERS for non-sworn unit employees shall include the following options:

1. One-Year Highest Compensation (Cal. Gov. Code §20042) for employees hired by the City on or before December 22, 2012.
2. Employees hired on or after December 23, 2012, who are not “new members” as defined under PEPRA, will have their final compensation calculated based on the provisions of California Government Code §20037. Final compensation shall be calculated based on the average of the highest three consecutive years.
3. Employees hired on or after January 1, 2013 who are “new members” as defined under PEPRA will have their final compensation calculated based on the provisions of California Government Code §7522.32 (highest average pensionable compensation for 36 consecutive months.) Post-

Retirement Survivor Allowance (Cal. Gov. Code §§21624, 21626).

4. Fourth Level of 1959 Survivor Benefits (Cal. Gov. Code § 21574).
5. Military Service Credit as Public Service (Cal. Gov. Code §21024), in which the employee pays the entire cost.
6. 2% @ 55 – Full Formula (Cal. Gov. Code §21354) for employees who are not “new members” as defined by PEPRA.
7. 2% at 62 formula (Cal. Gov. Code §7522.20) for employees who are “new members” as defined by PEPRA.
8. Pre-Retirement Optional Settlement 2 Death Benefit (Cal. Gov. Code §21548).
9. Credit for Unused Sick Leave (Cal. Gov. Code §20965). An employee who is not eligible for benefits under Article 26(F) Payment for Unused Sick Leave upon Separation shall receive additional service credit for his/her unused sick leave upon retirement from the City, converted per the terms of the CalPERS contract.

B. Employer-Paid Member Contributions (EPMC) – Employees Who Are Not “New Members”

For employees who are not “new members” as defined by PEPRA, the City shall pay the CalPERS normal member contribution [as defined in §20677(a)(2) of the California Government Code] into each employee's account with CalPERS, pursuant to §20691 of the California Government Code. This payment will be included within the employee's compensation earnable that is reported to CalPERS, pursuant to §20636(c)(4) of the California Government Code.

This EPMC shall not be considered base salary, and is not taxable income, pursuant to §414(h)(2) of the Internal Revenue Code. However, should any state or federal agency alter the current income tax treatment of such payment, the consequences of such action shall be the sole responsibility of the affected employees and shall in no way alter any obligation of the City toward such employees. “New members” as defined by PEPRA are not eligible for this benefit.

- (a) Effective the first full pay period after July 1, 2026, the City contribution toward EPMC shall be decreased by 4%, with 4% of the normal member contribution paid by the employee.

Employee Cost-Sharing of Employer Contribution Rate – Employees Who Are Not “New Members”

Effective December 10, 2011, employees who are not “new members” as defined by PEPRA shall contribute 7% of their compensation earnable (as defined in Government Code §20636) toward the employer contribution rate (“cost-sharing”). Effective December 23, 2012, the City amended its contract with CalPERS to implement the provisions of California Government Code 20516(a) to provide that a portion of the 7% contribution shall be made pursuant to Government Code Section §20516(a), with the balance of the 7% contribution made pursuant to Government Code Section §20516(f). In the event of a change in the law or legal determination that any portion of the 7% employee contribution toward the employer rate is not allowable as agreed, the EPMC shall be reduced by whatever portion is not allowable and the parties shall meet and confer to determine the appropriate modifications of benefits to offset this change.

It is further provided that should legislation be enacted that requires employees pay any portion of the required member contribution, then the City shall take whatever action is necessary to reduce the amount of the employee pick-up of the employer contribution by the amount of the required payment by the employee of the member contribution.

Effective the first full pay period after July 1, 2026, the employee cost sharing contribution shall be decreased by 4%. Concurrently, the City contribution toward EPMC shall be decreased by 4% as set forth in Section B(a) above, with 4% of the normal member contribution paid by the employee.

- C. The City shall pay the 1959 Survivor Benefits premium for affected employees.

ARTICLE 14: SOCIAL SECURITY

In the event the City and its employees are required to participate in the Federal Social Security program, the contribution designated by law to be the responsibility of the employee shall be paid in full by the employee and the City shall not be obligated to pay or "pick up" any portion thereof.

ARTICLE 15: MEDICARE

Employees hired by the City on or after April 1, 1986 shall be required to pay the designated employee contribution to participate in the Medicare Program and the City shall be under no obligation to pay or "pick up" any such contribution.

ARTICLE 16: HEALTH INSURANCE

A. Contributions

1. According to the provisions of this Agreement and to the extent required by law, the Health Benefit Plan available under the Public Employees Medical and Hospital Care Act (PEMHCA) as set forth in §22751 of the California Government Code is made available to all eligible employees, retirees, and their eligible dependents. The PEMHCA medical insurance benefit program shall be the sole program available for employees, retirees, and their surviving annuitants.
2. City and FFMA agree that the costs of the PEMHCA medical plans shall be shared by the City and FFMA employees and retirees in the same manner determined by the provisions of Articles 29 and 30 of the Agreement between the City and the FFA for the period January 7, 2023 through June 30, 2027 or any successor thereto.
3. A "retiree" as used in this Article shall mean only those former employees who receive a CalPERS retirement allowance that has been in effect since the day after official separation from City of Fullerton employment.
4. A retiree desiring to have health insurance coverage for himself/herself or for dependents shall remit to the City a check for the amount of the premium less the City contribution no later than the 15th of the month preceding the effective month of coverage.

B. Opt Out

1. An employee may "opt out" of the City's medical plan under these conditions:
 - a. The employee must sign a document stating his/her desire to waive medical insurance.
 - b. The employee must provide proof of other coverage which shall be confirmed by the City each year prior to open enrollment.
 - c. The employee may only re-enroll during 1) annual open enrollment, or 2) upon loss of coverage in accordance with the underwriting guidelines for each of the City's health plans.
2. The employee will then receive a cash payment equal to 50% of the City's reduced cost. The maximum benefit shall be \$50 per pay period.

ARTICLE 17: FLEXIBLE SPENDING ACCOUNT

The City's Flexible Spending Account shall be made available to affected employees.

Pursuant to said program, an employee may request that eligible expenses be paid or reimbursed by the City out of his/her account, with the employee's base salary being reduced by the amount of any such payments or reimbursements.

Each employee with a payroll deduction for medical and dental insurance premiums shall have his/her salary reduced by the amount of those deductions, on a before-tax basis.

ARTICLE 18: LONG-TERM DISABILITY INSURANCE

- A. The City shall pay 100% of the premium for a City-owned Long-Term Disability insurance policy affording coverage to each active employee.
- B. The policy shall have an elimination period of 55 calendar days of continuous disability. Anytime after the expiration of the elimination period, the employee may apply for Long-Term Disability insurance or may continue to use accrued leave pursuant to the City's policy thereon.
- C. The maximum benefit shall be no less than 60% of the eligible employee's pre-disability earnings as defined in the policy document, or \$6,000 per month, whichever is less. This maximum benefit shall be calculated in accordance with policy definitions.
- D. The 55-day elimination period shall be satisfied by use of paid leave benefits to the extent available, provided that sick leave benefits shall be exhausted before other paid leave benefits may be used (unless otherwise governed by Article 26).

ARTICLE 19: GROUP LIFE INSURANCE

The City shall provide group term life insurance equal to annual base salary for all affected employees. Each employee may purchase additional City group term life insurance.

ARTICLE 20: GROUP DENTAL INSURANCE

The City shall pay up to an amount equal to the family premium rate for the prepaid dental plan for employee and dependent coverage under any group dental insurance plan administered or approved by the City.

A retiree (as defined in Article 16), and his/her eligible dependents, may subscribe to a City dental plan by paying the full premium for the coverage chosen. A retiree desiring to have dental insurance coverage for him/herself or for dependents shall remit to the City

a check for the amount of the premium no later than the 15th of the month preceding the effective month of coverage.

ARTICLE 21: VISION INSURANCE

The City shall provide vision care insurance for employees and eligible dependents enrolled in PEMHCA medical plans that do not include vision coverage and pay an amount up to the family-only premium. The plan shall have an annual deductible of \$10 per person.

ARTICLE 22: SELF-INSURANCE/OTHER

The City shall have the right to provide all or any portion of the benefits presently available under any existing health, long-term disability, dental, or vision plan through a self-insurance program, or, in the case of vision insurance, via a contract with a direct provider; however, the election of such option shall not cause affected employees to suffer any loss of benefits or coverage.

A medical advisory committee, to include representatives of the four major employee organizations, has been established. The Committee shall meet with City representatives at least four times per year. This Committee's functions shall include analysis of plan coverage and cost containment opportunities, the review of alternative approaches to medical insurance, and communications to and from employees for the purpose of providing reasonably priced medical care. Committee recommendations shall be developed with a view toward including them in this Agreement.

ARTICLE 23: CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

Employees not entitled to benefits under Article 16 who are allowed to remain on a City health or dental insurance plan following separation from employment pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) may be charged the maximum rate permissible by law for such coverage.

ARTICLE 24: HOLIDAYS

- A. An employee on a suppression shift schedule shall receive the following paid holidays of 11.2 hours each at the straight time rate in addition to his/her regular pay:
1. January 1, New Years Day
 2. The third Monday in February, Presidents' Day
 3. The last Monday in May, Memorial Day

4. July 4, Independence Day
5. The first Monday in September, Labor Day
6. November 11, Veteran's Day
7. Thanksgiving Day
8. The Friday following Thanksgiving Day
9. December 24, Christmas Eve (if a Saturday or Sunday, the following Tuesday shall be observed)
10. December 25, Christmas Day
11. December 31, New Year's Eve

Employees on any other schedule shall have the same holiday schedule and be governed by the same rules which apply to classifications represented by the City's non-sworn management employee bargaining unit.

- B. No other day shall be such a holiday unless it is a nonrecurring holiday designated specifically by the President of the United States and/or the Governor of California and approved by the City Council.
- C. There shall be no holiday pay following an unplanned absence (e.g., sick leave) of ten consecutive shifts or more. If an employee returns to active duty following such an absence, the "lost" holiday pay shall be paid to the employee. This section shall not apply to industrial injury leaves.
- D. As an alternative to the current method of receiving holiday pay as the holidays occur, an employee who works without regard to holidays (i.e., suppression) may elect, at the beginning of each payroll year, to defer receipt of holiday pay until the end of that payroll year. Each employee who defers cash payment for holidays will be paid for the holidays on the final payday of each payroll year.

ARTICLE 25: VACATION

- A. Except as provided in D below, affected employees shall accrue vacation credit with pay in accordance with the following table. For purposes of this section only, "Amount of Current Service" for employees hired by the City on or after February 1, 2015 to serve as Fire Captain or in any classification in this unit shall be calculated on the basis of total sworn fire service within the State of California:

1. For 24-hour shift employees:

Amount of Current Service	Number of Hours	
	Annually	Biweekly
≤ 5 Years	144	5.54
< 10 Years	192	7.39
≥ 10 Years	204	7.85
≥ 11 Years	216	8.31
≥ 12 Years	228	8.77
≥ 13 Years	240	9.23
≥ 14 Years	252	9.69
≥ 20 Years	264	10.15

2. For other than 24-hour shift employees:

Amount of Current Service	Number of Hours	
	Annually	Biweekly
≤ 5 Years	104	4.00
< 10 Years	120	4.62
≥ 10 Years	128	4.93
≥ 11 Years	136	5.24
≥ 12 Years	144	5.54
≥ 13 Years	152	5.85
≥ 14 Years	160	6.16
≥ 20 Years	168	6.46
≥ 25 Years	176	6.77

B. Vacation credit shall accrue each pay period in which the employee has worked or used paid leave except sick leave for at least one full regular work shift. An employee absent on sick leave or unpaid leave of absence for an entire pay period shall not receive vacation credit for that pay period.

C. Usage

1. First Vacation. A new employee's first vacation may not be taken until he/she has successfully completed his/her initial probation period with the City.
2. Department Head Approval. No vacation absence with pay may be taken without approval by the Fire Chief or designee. The Fire Chief shall schedule and approve vacation for his/her employees as requested or at such other time as will achieve the most efficient functioning of the department and to avoid any loss of vacation by reason of the accumulation limit provided herein.

D. Accumulation Limit

An employee may accumulate vacation credits up to twice his/her annual allowance. Vacation does not accrue beyond that point, with the following exception:

When any written request by an employee to take a vacation is refused or not acted upon by the Fire Chief and the employee is not allowed other vacation time off to prevent a loss of vacation credits, the employee shall then be paid at the straight time salary rate then in effect not only for the time worked, but also for the vacation time that would have been credited to him/her for so working were it not for said accumulation limit. This payment shall continue until such time as the employee is permitted to take a vacation.

E. Annual Conversion

At the end of each payroll year, a 24-hour shift employee may convert up to 96 hours of unused vacation time into cash, payable at the base salary rate in effect at the time of conversion. Other employees may convert up to 40 hours. Such conversions shall be made concurrently with the optional conversion of sick leave program.

F. Separation From Employment

An employee who separates from employment by resignation, layoff or otherwise, shall be paid for the balance of his/her accumulated vacation credits at the base salary rate in effect on the date of separation. In the case of the employee's death, the balance shall be paid to the employee's designee or, if no designee, to the employee's estate.

ARTICLE 26: SICK LEAVE

A. Each regular full-time employee shall earn and accumulate sick leave in accordance with the following table:

Regular Work Week	Regular Working Day Equivalent	Biweekly Accrual Rate
56 hours	12.0 hours	5.17 hours
40 hours	8.0 hours	3.69 hours

For sick leave credits to accrue during a pay period, the employee must have worked at least one full regular shift that pay period. An employee absent on vacation shall receive sick leave credit, but an employee absent on sick leave or unpaid leave of absence for an entire pay period shall not receive sick leave credit

for that pay period.

B. Sick Leave Usage

An employee shall be allowed to use his/her accumulated sick leave as follows:

1. Absences relating to the health of the employee:
 - a. Personal illness or physical incapacity which does not result from a service-connected illness or injury.
 - b. Medical or dental appointments;
 - c. Forced quarantine in accordance with community health regulations;
2. Absences relating to the health of the employee's family:
 - a. Health conditions of or medical or dental appointments for the employee's spouse, parents, children, stepchildren, brother, sister, mother-in-law, father-in-law, and others as required by law in a total amount not to exceed 48 hours in a payroll year for 40-hour employees and 67.2 hours for 56-hour employees.
 - b. The care of an employee's newborn child/children or the placement with an employee of a son or daughter for adoption or foster care, within the first 12 months after birth or placement. Employees may use up to 96 hours for 40-hour employees and up to 134.4 hours for 56-hour employees.
 - c. The serious health condition of a family member which qualifies under the Family and Medical Leave Act (FMLA). Employees may use up to 480 hours of accrued sick leave for 40-hour employees and for up to 672 hours of accrued sick leave for 56-hour employees, provided that the employee has submitted all necessary documentation to the Human Resources Department certifying the condition qualifies for leave under the FMLA.

In no event shall the total time taken pursuant to 2(a), 2(b) and 2(c) exceed 480 hours for 40-hour per week employees and up to 672 hours for 56-hour employees in any 12-month period. This maximum limit of 480 hours or 672 hours shall be reduced by any time taken pursuant to the employee's own FMLA qualifying condition(s) within such rolling 12-month period except as otherwise required by law.

C. Approval of Sick Leave

1. Sick leave may be taken only when an employee has sick leave credits. The first sick leave with pay may not be taken until three days' sick leave have been credited. No payment for sick leave shall be made without the approval of the Fire Chief.
2. Prior to resuming work after taking more than two consecutive 24-hour shifts of sick leave, a suppression employee shall submit a physician's written certification of the medical necessity for his/her absence from work and a written release stating that he/she is able to perform his/her normal or modified job duties. Non-suppression employees (i.e., those on a 40-hour workweek) shall submit this release after taking three or more consecutive shifts of sick leave. For example, an employee absent on Monday, Tuesday and Wednesday must provide this release before resuming work on Thursday.

If the absence of three or more consecutive shifts is for family illness (see B2 above) the employee shall submit appropriate certification from the family member's attending physician. The physician's certification shall verify that the family member had an illness, injury, or medical procedure during the period of time for which paid leave is requested. However, the certification shall not be required to include a diagnosis or description of injury or treatment.

D. Bereavement Leave

The death of a member of the employee's immediate family shall entitle the affected employee to be absent for three consecutive shifts, and such absence shall not be charged to sick leave. Employees may also use two days of their accumulated sick leave per incident for bereavement purposes, and the City Manager may authorize up to an additional five consecutive shifts of sick leave usage for bereavement purposes when appropriate.

The definition of "immediate family" for the purpose of bereavement leave shall include the employee's spouse, parents, children, stepchildren, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepparent, legal guardian and others as required by law.

E. Annual Optional Conversion of Sick Leave

1. A person who has been regularly employed by the City for the full preceding calendar year and has at least 24 (48 hours for suppression employees) hours of unused sick leave remaining from the preceding payroll year, may convert a fixed percentage of the unused portion of those sick leave credits to either of the following:

- a. Up to 50% to vacation credits; or
 - b. Up to 50% to cash, to be paid at the employee's base salary rate.
2. An eligible employee who does not use sick leave during the preceding payroll year may convert up to 60% to cash, to be paid at the employee's base salary rate.

F. Payment for Unused Sick Leave Upon Separation

Except as provided in this section, no payment shall be granted to an employee for accrued sick leave at the time of separation.

Employees who are killed in the line of duty and qualify under the federal Public Safety Officers' Benefits Act of 1976 ("eligible employees," for purposes of this subsection only), and no others are entitled to payment for unused sick leave upon separation as described below.

1. 50% of the unused sick leave credits accumulated will be paid to the employee or, in the case of the employee's death, to the employee's designee or, if no designee, to the employee's estate.
2. For purposes of this section, payment shall be at the base salary rate .

ARTICLE 27: CONVERSION OF LEAVE BALANCES

When an employee is reassigned from a 56-hour position to a 40-hour position, the employee's leave balances shall be reduced to a 40-hour work week equivalent. Similarly, when an employee is reassigned from a 40-hour position to a 56-hour position, the employee's leave balances shall be increased to a 56-hour work week equivalent.

A. Vacation and Sick Leave Hours

Accrued Vacation and Sick Leave hours shall be converted as follows:

1. From 56-hour schedule to 40-hour schedule

Paid leave accrued but not taken shall be reduced by multiplying leave balances at the time of the schedule change by the ratio of 40/56 (.7143), rounded to the next highest whole hour.

2. From 40-hour schedule to 56-hour schedule

Paid leave accrued but not taken shall be increased by multiplying leave balances at the time of the schedule change by the ratio of 56/40 (1.4),

rounded to the next highest whole hour.

B. Holiday Hours

If an employee on a 56-hour schedule has elected to accrue Holiday hours in accordance with Article 24(D), or is promoting from the FFA and has elected to accrue Holiday hours in accordance with Article 36(D) of the FFA MOA, the employee shall be cashed-out for all Holiday hours owed at his/her 56-hour hourly rate, and then begin receiving paid Holidays as a 40-hour employee. Holiday cash-out for an employee going from a 56-hour schedule to a 40-hour schedule shall be calculated as follows:

Number of Holidays that have occurred in the payroll year multiplied by 11.2 = total number of Holiday hours due to the employee, less any Holiday hours used by the employee during the payroll year.

If an employee has accrued and cashed-out any Holiday hours that would be considered advance payment, the employee shall pay the advanced hours via payroll deduction in future earnings. An employee may spread out these deductions over the same number of pay periods that have elapsed during the current payroll year.

C. Management Leave hours shall be converted in accordance with Article 28

ARTICLE 28: MANAGEMENT LEAVE

A. Each employee shall be eligible for up to 27 hours of management leave each fiscal year, except that those who are on a 56-hour work week shall be eligible for up to 36 hours each fiscal year. Additional time may be granted at the discretion of the Fire Chief.

B. Management leave shall not accrue past the 27 or 36 hour maximum. Unused management leave shall be lost at the end of each fiscal year and shall not be converted to any other form of compensation.

C. Accrued Management Leave hours shall be converted as follows:

1. From 56-hour schedule to 40-hour schedule

Management Leave accrued but not taken shall be reduced by multiplying the leave balance at the time of the schedule change by the ratio of 27/36 (.75), rounded to the next highest whole hour.

2. From 40-hour schedule to 56-hour schedule

Management Leave accrued but not taken shall be increased by multiplying the leave balance at the time of the schedule change by the ratio of 36/27 (1.333), rounded to the next highest whole hour.

- D. An employee who separates prior to the end of a fiscal year shall have deducted from the final paycheck or vacation balance any Management Leave that would be considered advance payment.

ARTICLE 29: WORKERS' COMPENSATION PROGRAM

Fire safety employees shall have all of the benefits conferred upon them by the laws of the State of California with respect to job-incurred illness or injury.

The anniversary date of any employee who is absent from work as a result of an illness or an injury, either of which were induced by or arose from the performance of duties in the course of his/her employment, shall not be affected as long as the employee is receiving an amount equal to his/her full pay. During such time, the employee shall continue to accrue vacation and sick leave benefits in the same manner as though he/she were not absent.

ARTICLE 29.1: WORKERS' COMPENSATION PROGRAM –
NON-SWORN EMPLOYEES

A. Supplemental Pay

1. An employee absent due to illness or injury resulting from his/her City employment, for which the employee is eligible to receive temporary total disability payments under California Workers' Compensation laws, shall be paid his/her full salary only for the first 1,040 cumulative hours of absence related to the illness or injury, including absences for medical or therapy. This salary payment period shall not extend beyond the date temporary total disability payments are terminated. Persons employed on a 3/4-time basis shall receive a cumulative total of 780 hours, and persons employed on a half-time basis shall receive a cumulative total of 520 hours.
2. A full-time employee who suffers a temporary disability as a result of what is interpreted under state Workers' Compensation laws as a separate illness or injury, regardless of whether the illness or injury is to the same or a different part of the body, shall be entitled to an additional 1,040 hours cumulative time of supplemental pay (pro rata time if a part-time employee) for each such separate illness or injury.

3. Once the employee has exhausted all of the benefits described in subsections 1 and 2 above, the employee shall be entitled, at his/her request, to use any accumulated sick leave credits to pay the difference between his/her full salary and any amounts paid him/her under said Workers' Compensation laws until his/her accumulated sick leave credits are exhausted.
- B. The anniversary date of any employee who is absent from work as a result of an illness or injury resulting from the performance of duties in the course of his/her employment, shall not be thereby affected as long as he/she is receiving an amount equal to his/her full pay. During such time, the employee shall continue to accrue vacation and sick leave benefits in the same manner as through he/she were not absent.

ARTICLE 30: JURY DUTY

When an employee is duly summoned to jury duty, he/she shall receive her/his regular pay for any regularly scheduled working hours spent in actual performance of such service. If the employee receives \$50 or more for such service, the employee shall remit to the City all fees and allowances payable for such service, less reimbursements from the court for meals, travel or lodging.

Employees who have the option to request call-in juror status shall exercise that option.

ARTICLE 31: PAYROLL SYSTEM

- A. The City shall utilize the biweekly pay system. Pay periods shall begin at 12:01 A.M. every other Saturday, and end at midnight on the second Friday (i.e., 14 days later) thereafter. Paydays shall occur on the Friday following the conclusion of each pay period. The one exception to this is when that Friday is a City holiday, the payday shall fall on the preceding business day.
- B. Each affected employee shall participate in the City's direct deposit payroll program.
- C. The payroll year begins on the first day of the biweekly pay period that is paid in a new calendar year, and ends on the last day of the pay period that is paid within the same calendar year.
- D. Federal Labor Standards Act (FLSA) work weeks will be determined for employees based upon their work schedules.

ARTICLE 32: SUBSTANCE ABUSE

- A. It is the responsibility of all affected employees to cooperate to protect the lives, personal safety and property of coworkers and fellow citizens. The parties hereto and all affected employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.
- B. It is in the best interest of the City, the FFMA, affected employees and the public to ensure that affected employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Illegal substance" refers to any substance considered illegal under California State Law or Federal Law. "Under the influence of drugs" means the use of any illegal substance or misuse of a prescribed drug in a manner and to a degree that impairs the employee's work performance or ability to use City property or equipment safely.
- C. The City pays for a counseling service for employees who have problems with drugs and/or alcohol. The City and the FFMA agree that every effort shall be made by the City and the FFMA to refer employees who have such problems to this counseling service for assistance.
- D. The City may compel an employee who is unable to perform the duties of his/her position to submit to a medical examination on City time and at the City's expense.

ARTICLE 33: USE OF TOBACCO

Affected employees shall not use tobacco products in any form inside or on City buildings, structures, facilities, vehicles, or in plain view of the public at any time.

ARTICLE 34: GRIEVANCE PROCEDURE

The grievance procedure contained in the Agreement between the City and the FFA shall apply to affected employees.

ARTICLE 35: ORANGE COUNTY FIRE AUTHORITY

Should the City make the decision to contract with the Orange County Fire Authority, the City and the FFMA agree to meet and confer in good faith over any negotiable impacts of the City's decision.

DATED: May 17, 2023

FOR THE FULLERTON FIRE
MANAGEMENT ASSOCIATION

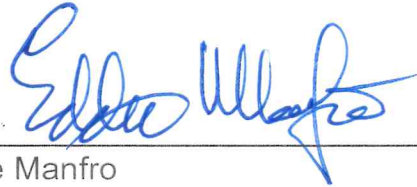


Jon Fugitt
Deputy Chief – Administration/
Fire Marshal



Michael Meacham
Deputy Chief – Operations

FOR THE CITY OF FULLERTON



Eddie Manfro
Director of Human Resources

Ellis Chang
Director of Administrative Services

FULLERTON FIRE MANAGEMENT ASSOCIATION (FFMA)
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective January 7, 2023

RANGE NO.	CLASS TITLE	STEPS						
		1	2	3	4	5	6	7
700	Emergency Medical Services Manager							
	Approx. Annual	99,399	104,369	109,587	115,066	120,820	126,861	N/A
	Approx. Monthly	8,283	8,697	9,132	9,589	10,068	10,572	N/A
	Approx. Bi-Weekly	3,823	4,014	4,215	4,426	4,647	4,879	N/A
	Hourly	47.788	50.177	52.686	55.320	58.086	60.991	N/A
705	Battalion Chief (40 hr./wk.)							
	Approx. Annual	130,015	136,516	143,341	150,508	158,034	165,936	174,232
	Approx. Monthly	10,835	11,376	11,945	12,542	13,169	13,828	14,519
	Approx. Bi-Weekly	5,001	5,251	5,513	5,789	6,078	6,382	6,701
	Hourly	62.507	65.633	68.914	72.360	75.978	79.777	83.766
710	Battalion Chief (56 hr./wk.)							
	Approx. Annual	130,015	136,516	143,341	150,508	158,034	165,936	174,232
	Approx. Monthly	10,835	11,376	11,945	12,542	13,169	13,828	14,519
	Approx. Bi-Weekly	5,001	5,251	5,513	5,789	6,078	6,382	6,701
	Hourly	44.647	46.880	49.224	51.685	54.269	56.982	59.832
720	Division Chief (40 hr./wk.) - 7% Differential Over Battalion Chief (40 hr./wk.)							
	Approx. Annual	139,116	146,072	153,375	161,044	169,096	177,551	186,429
	Approx. Monthly	11,593	12,173	12,781	13,420	14,091	14,796	15,536
	Approx. Bi-Weekly	5,351	5,618	5,899	6,194	6,504	6,829	7,170
	Hourly	66.883	70.227	73.738	77.425	81.296	85.361	89.629
	(56 hr./wk. equivalent)							
	Approx. Annual	139,116	146,072	153,375	161,044	169,096	177,551	186,429
	Approx. Monthly	11,593	12,173	12,781	13,420	14,091	14,796	15,536
	Approx. Bi-Weekly	5,351	5,618	5,899	6,194	6,504	6,829	7,170
	Hourly	47.773	50.162	52.670	55.304	58.069	60.972	64.021
740	Deputy Chief (40 hr./wk.) - 14% Differential Over Battalion Chief (40 hr./wk.)							
	Approx. Annual	148,217	155,628	163,409	171,580	180,159	189,167	198,625
	Approx. Monthly	12,351	12,969	13,617	14,298	15,013	15,764	16,552
	Approx. Bi-Weekly	5,701	5,986	6,285	6,599	6,929	7,276	7,639
	Hourly	71.258	74.821	78.562	82.490	86.615	90.945	95.493
	(56 hr./wk. equivalent)							
	Approx. Annual	148,217	155,628	163,409	171,580	180,159	189,167	198,625
	Approx. Monthly	12,351	12,969	13,617	14,298	15,013	15,764	16,552
	Approx. Bi-Weekly	5,701	5,986	6,285	6,599	6,929	7,276	7,639
	Hourly	50.899	53.444	56.116	58.922	61.868	64.961	68.209

FULLERTON FIRE MANAGEMENT ASSOCIATION (FFMA)
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 8, 2023

RANGE NO.	CLASS TITLE	STEPS							
		1	2	3	4	5	6	7	8
700	Emergency Medical Services Manager								
	Approx. Annual	103,375	108,544	113,971	119,669	125,653	131,936	N/A	N/A
	Approx. Monthly	8,615	9,045	9,498	9,972	10,471	10,995	N/A	N/A
	Approx. Bi-Weekly	3,976	4,175	4,383	4,603	4,833	5,074	N/A	N/A
	Hourly	49.700	52.184	54.794	57.533	60.410	63.431	N/A	N/A
705	Battalion Chief (40 hr./wk.)								
	Approx. Annual	135,215	141,976	149,075	156,528	164,355	172,573	181,201	190,261
	Approx. Monthly	11,268	11,831	12,423	13,044	13,696	14,381	15,100	15,855
	Approx. Bi-Weekly	5,201	5,461	5,734	6,020	6,321	6,637	6,969	7,318
	Hourly	65.007	68.258	71.671	75.254	79.017	82.968	87.116	91.472
710	Battalion Chief (56 hr./wk.)								
	Approx. Annual	135,215	141,976	149,075	156,528	164,355	172,573	181,201	190,261
	Approx. Monthly	11,268	11,831	12,423	13,044	13,696	14,381	15,100	15,855
	Approx. Bi-Weekly	5,201	5,461	5,734	6,020	6,321	6,637	6,969	7,318
	Hourly	46.433	48.755	51.192	53.752	56.439	59.261	62.225	65.336
720	Division Chief (40 hr./wk.) - 7% Differential Over Battalion Chief (40 hr./wk.)								
	Approx. Annual	144,680	151,914	159,510	167,485	175,860	184,653	193,885	203,580
	Approx. Monthly	12,057	12,660	13,292	13,957	14,655	15,388	16,157	16,965
	Approx. Bi-Weekly	5,565	5,843	6,135	6,442	6,764	7,102	7,457	7,830
	Hourly	69.558	73.036	76.687	80.522	84.548	88.775	93.214	97.875
	(56 hr./wk. equivalent)								
	Approx. Annual	144,680	151,914	159,510	167,485	175,860	184,653	193,885	203,580
	Approx. Monthly	12,057	12,660	13,292	13,957	14,655	15,388	16,157	16,965
	Approx. Bi-Weekly	5,565	5,843	6,135	6,442	6,764	7,102	7,457	7,830
	Hourly	49.684	52.168	54.777	57.516	60.391	63.411	66.581	69.911
740	Deputy Chief (40 hr./wk.) - 14% Differential Over Battalion Chief (40 hr./wk.)								
	Approx. Annual	154,145	161,853	169,945	178,442	187,365	196,733	206,569	216,898
	Approx. Monthly	12,845	13,488	14,162	14,870	15,614	16,394	17,214	18,075
	Approx. Bi-Weekly	5,929	6,225	6,536	6,863	7,206	7,567	7,945	8,342
	Hourly	74.108	77.814	81.704	85.790	90.079	94.583	99.312	104.278
	(56 hr./wk. equivalent)								
	Approx. Annual	154,145	161,853	169,945	178,442	187,365	196,733	206,569	216,898
	Approx. Monthly	12,845	13,488	14,162	14,870	15,614	16,394	17,214	18,075
	Approx. Bi-Weekly	5,929	6,225	6,536	6,863	7,206	7,567	7,945	8,342
	Hourly	52.934	55.581	58.360	61.278	64.342	67.559	70.937	74.484

FULLERTON FIRE MANAGEMENT ASSOCIATION (FFMA)
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 6, 2024

RANGE NO.	CLASS TITLE	STEPS							
		1	2	3	4	5	6	7	8
700	Emergency Medical Services Manager								
	Approx. Annual	107,511	112,887	118,531	124,457	130,680	137,214	N/A	N/A
	Approx. Monthly	8,959	9,407	9,878	10,371	10,890	11,435	N/A	N/A
	Approx. Bi-Weekly	4,135	4,342	4,559	4,787	5,026	5,277	N/A	N/A
	Hourly	51.688	54.272	56.986	59.835	62.827	65.968	N/A	N/A
705	Battalion Chief (40 hr./wk.)								
	Approx. Annual	140,623	147,654	155,037	162,789	170,928	179,475	188,448	197,871
	Approx. Monthly	11,719	12,305	12,920	13,566	14,244	14,956	15,704	16,489
	Approx. Bi-Weekly	5,409	5,679	5,963	6,261	6,574	6,903	7,248	7,610
	Hourly	67.607	70.988	74.537	78.264	82.177	86.286	90.600	95.130
710	Battalion Chief (56 hr./wk.)								
	Approx. Annual	140,623	147,654	155,037	162,789	170,928	179,475	188,448	197,871
	Approx. Monthly	11,719	12,305	12,920	13,566	14,244	14,956	15,704	16,489
	Approx. Bi-Weekly	5,409	5,679	5,963	6,261	6,574	6,903	7,248	7,610
	Hourly	48.290	50.705	53.240	55.902	58.697	61.632	64.714	67.949
720	Division Chief (40 hr./wk.) - 7% Differential Over Battalion Chief (40 hr./wk.)								
	Approx. Annual	150,467	157,990	165,890	174,184	182,893	192,038	201,640	211,722
	Approx. Monthly	12,539	13,166	13,824	14,515	15,241	16,003	16,803	17,643
	Approx. Bi-Weekly	5,787	6,077	6,380	6,699	7,034	7,386	7,755	8,143
	Hourly	72.340	75.957	79.755	83.742	87.929	92.326	96.942	101.789
	(56 hr./wk. equivalent)								
	Approx. Annual	150,467	157,990	165,890	174,184	182,893	192,038	201,640	211,722
	Approx. Monthly	12,539	13,166	13,824	14,515	15,241	16,003	16,803	17,643
	Approx. Bi-Weekly	5,787	6,077	6,380	6,699	7,034	7,386	7,755	8,143
	Hourly	51.671	54.255	56.968	59.816	62.807	65.947	69.244	72.707
740	Deputy Chief (40 hr./wk.) - 14% Differential Over Battalion Chief (40 hr./wk.)								
	Approx. Annual	160,310	168,326	176,742	185,579	194,858	204,601	214,831	225,573
	Approx. Monthly	13,359	14,027	14,729	15,465	16,238	17,050	17,903	18,798
	Approx. Bi-Weekly	6,166	6,474	6,798	7,138	7,495	7,869	8,263	8,676
	Hourly	77.072	80.926	84.972	89.221	93.682	98.366	103.284	108.448
	(56 hr./wk. equivalent)								
	Approx. Annual	160,310	168,326	176,742	185,579	194,858	204,601	214,831	225,573
	Approx. Monthly	13,359	14,027	14,729	15,465	16,238	17,050	17,903	18,798
	Approx. Bi-Weekly	6,166	6,474	6,798	7,138	7,495	7,869	8,263	8,676
	Hourly	55.052	57.804	60.694	63.729	66.916	70.261	73.774	77.463

FULLERTON FIRE MANAGEMENT ASSOCIATION (FFMA)
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 5, 2025

RANGE NO.	CLASS TITLE	STEPS							
		1	2	3	4	5	6	7	8
700	Emergency Medical Services Manager								
	Approx. Annual	110,736	116,273	122,087	128,191	134,601	141,331	N/A	N/A
	Approx. Monthly	9,228	9,689	10,174	10,683	11,217	11,778	N/A	N/A
	Approx. Bi-Weekly	4,259	4,472	4,696	4,930	5,177	5,436	N/A	N/A
	Hourly	53.239	55.901	58.696	61.630	64.712	67.947	N/A	N/A
705	Battalion Chief (40 hr./wk.)								
	Approx. Annual	144,841	152,083	159,687	167,672	176,055	184,858	194,101	203,806
	Approx. Monthly	12,070	12,674	13,307	13,973	14,671	15,405	16,175	16,984
	Approx. Bi-Weekly	5,571	5,849	6,142	6,449	6,771	7,110	7,465	7,839
	Hourly	69.635	73.117	76.773	80.611	84.642	88.874	93.318	97.984
710	Battalion Chief (56 hr./wk.)								
	Approx. Annual	144,841	152,083	159,687	167,672	176,055	184,858	194,101	203,806
	Approx. Monthly	12,070	12,674	13,307	13,973	14,671	15,405	16,175	16,984
	Approx. Bi-Weekly	5,571	5,849	6,142	6,449	6,771	7,110	7,465	7,839
	Hourly	49.739	52.226	54.837	57.579	60.458	63.481	66.655	69.987
720	Division Chief (40 hr./wk.) - 7% Differential Over Battalion Chief (40 hr./wk.)								
	Approx. Annual	154,980	162,729	170,866	179,409	188,379	197,798	207,688	218,073
	Approx. Monthly	12,915	13,561	14,239	14,951	15,698	16,483	17,307	18,173
	Approx. Bi-Weekly	5,961	6,259	6,572	6,900	7,245	7,608	7,988	8,387
	Hourly	74.510	78.235	82.147	86.254	90.567	95.095	99.850	104.843
	(56 hr./wk. equivalent)								
	Approx. Annual	154,980	162,729	170,866	179,409	188,379	197,798	207,688	218,073
	Approx. Monthly	12,915	13,561	14,239	14,951	15,698	16,483	17,307	18,173
	Approx. Bi-Weekly	5,961	6,259	6,572	6,900	7,245	7,608	7,988	8,387
	Hourly	53.221	55.882	58.676	61.610	64.691	67.925	71.321	74.888
740	Deputy Chief (40 hr./wk.) - 14% Differential Over Battalion Chief (40 hr./wk.)								
	Approx. Annual	165,119	173,375	182,044	191,146	200,703	210,738	221,275	232,339
	Approx. Monthly	13,760	14,448	15,170	15,929	16,725	17,562	18,440	19,362
	Approx. Bi-Weekly	6,351	6,668	7,002	7,352	7,719	8,105	8,511	8,936
	Hourly	79.384	83.353	87.521	91.897	96.492	101.317	106.382	111.701
	(56 hr./wk. equivalent)								
	Approx. Annual	165,119	173,375	182,044	191,146	200,703	210,738	221,275	232,339
	Approx. Monthly	13,760	14,448	15,170	15,929	16,725	17,562	18,440	19,362
	Approx. Bi-Weekly	6,351	6,668	7,002	7,352	7,719	8,105	8,511	8,936
	Hourly	56.703	59.538	62.515	65.641	68.923	72.369	75.987	79.787

FULLERTON FIRE MANAGEMENT ASSOCIATION (FFMA)
SCHEDULE OF BASE SALARY RATES AND
ALLOCATION OF CLASSES TO SALARY RANGES

Effective July 4, 2026

RANGE NO.	CLASS TITLE	STEPS							
		1	2	3	4	5	6	7	8
700	Emergency Medical Services Manager								
	Approx. Annual	114,059	119,762	125,750	132,038	138,640	145,572	N/A	N/A
	Approx. Monthly	9,505	9,980	10,479	11,003	11,553	12,131	N/A	N/A
	Approx. Bi-Weekly	4,387	4,606	4,837	5,078	5,332	5,599	N/A	N/A
	Hourly	54.836	57.578	60.457	63.480	66.654	69.986	N/A	N/A
705	Battalion Chief (40 hr./wk.)								
	Approx. Annual	149,186	156,645	164,478	172,701	181,337	190,403	199,924	209,920
	Approx. Monthly	12,432	13,054	13,706	14,392	15,111	15,867	16,660	17,493
	Approx. Bi-Weekly	5,738	6,025	6,326	6,642	6,974	7,323	7,689	8,074
	Hourly	71.724	75.310	79.076	83.030	87.181	91.540	96.117	100.923
710	Battalion Chief (56 hr./wk.)								
	Approx. Annual	149,186	156,645	164,478	172,701	181,337	190,403	199,924	209,920
	Approx. Monthly	12,432	13,054	13,706	14,392	15,111	15,867	16,660	17,493
	Approx. Bi-Weekly	5,738	6,025	6,326	6,642	6,974	7,323	7,689	8,074
	Hourly	51.231	53.793	56.482	59.306	62.272	65.385	68.655	72.087
720	Division Chief (40 hr./wk.) - 7% Differential Over Battalion Chief (40 hr./wk.)								
	Approx. Annual	159,629	167,610	175,991	184,791	194,030	203,732	213,918	224,614
	Approx. Monthly	13,302	13,968	14,666	15,399	16,169	16,978	17,827	18,718
	Approx. Bi-Weekly	6,140	6,447	6,769	7,107	7,463	7,836	8,228	8,639
	Hourly	76.745	80.582	84.611	88.842	93.284	97.948	102.845	107.988
	(56 hr./wk. equivalent)								
	Approx. Annual	159,629	167,610	175,991	184,791	194,030	203,732	213,918	224,614
	Approx. Monthly	13,302	13,968	14,666	15,399	16,169	16,978	17,827	18,718
	Approx. Bi-Weekly	6,140	6,447	6,769	7,107	7,463	7,836	8,228	8,639
	Hourly	54.818	57.559	60.436	63.458	66.631	69.963	73.461	77.134
740	Deputy Chief (40 hr./wk.) - 14% Differential Over Battalion Chief (40 hr./wk.)								
	Approx. Annual	170,072	178,576	187,504	196,880	206,724	217,060	227,913	239,308
	Approx. Monthly	14,173	14,881	15,625	16,407	17,227	18,088	18,993	19,942
	Approx. Bi-Weekly	6,541	6,868	7,212	7,572	7,951	8,348	8,766	9,204
	Hourly	81.765	85.854	90.146	94.654	99.386	104.356	109.573	115.052
	(56 hr./wk. equivalent)								
	Approx. Annual	170,072	178,576	187,504	196,880	206,724	217,060	227,913	239,308
	Approx. Monthly	14,173	14,881	15,625	16,407	17,227	18,088	18,993	19,942
	Approx. Bi-Weekly	6,541	6,868	7,212	7,572	7,951	8,348	8,766	9,204
	Hourly	58.404	61.324	64.390	67.610	70.990	74.540	78.267	82.180

FIRE BATTALION CHIEF**Definition:**

Under general supervision, supervises, plans and coordinates assigned Fire Department operations, services and activities including fire suppression, fire prevention, inspections, in-service training activities and maintenance of equipment and facilities; coordinates assigned activities with other divisions, outside agencies and the general public; presents public education programs; provides responsible and complex staff assistance to the Deputy Chief and performs related work as required.

Essential Duties and Responsibilities:

The following responsibilities and essential duties are performed on a frequent and recurring basis by an incumbent. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Coordinates the organization, staffing and operational activities to include assuming command, responsibility, and management of fire personnel at fires, rescues, disasters, hazardous materials, and other emergency incidents.

Manages the resources of assigned programs and activities to ensure emergency response readiness and acceptable levels of maintenance and supplies.

Participates in the development and assists in the management and implementation of departmental goals, objectives, and strategic priorities and plans for department and/or area of assignment; reviews and evaluates work methods, procedures and effectiveness and recommends and implements methods for improvement.

Participates in the selection, training, motivation, and evaluation of assigned staff and recommends and/or implements disciplinary action; provides or coordinates staff training; works with employees to enhance their strengths and correct deficiencies.

Responds to and resolves difficult and sensitive citizen inquiries and complaints.

Directs, coordinates and reviews work plans for assigned fire companies; meets with staff to resolve problems, assign activities, and review and evaluate services, methods, and procedures.

Coordinates, supervises, and participates in apparatus and equipment inspection/testing and coordinates equipment maintenance and repair.

Coordinates suppression training to ensure provision of mandated training; schedules monthly training activities; coordinates joint training and provides specialty training.

Stays abreast of new trends and innovations in the fields of fire suppression, emergency medical services and transport, fire prevention, and emergency management as well as in area of assignment.

Participates in the development and administration of the department budget; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures and implements budgetary adjustments as appropriate.

Resolves grievances and/or participates in the grievance resolution process.

Reviews incident reports for completion and accuracy.

Coordinates assigned services and activities with other divisions/departments and outside organizations/agencies as needed.

Responds to and resolves inquiries and concerns from a variety of sources and investigates complaints of violations.

Prepares or directs the preparation of a variety of materials to include comprehensive staff reports, correspondence, and schedules.

Provides staff assistance to a Division Chief, a Deputy Chief or the Fire Chief and may act in their absence as assigned.

Represents the City and the Fire Department at civic and other public functions and makes oral presentations.

Drives a vehicle on City business.

Responds to emergency incidents off-duty when requested.

Other Duties and Responsibilities:

Performs other projects/tasks as assigned.

Drives/operates a fire engine and specialized equipment as needed.

Lifts and moves objects weighing 75 pounds or less, performs strenuous physical activities and in an emergency, drags or carries victims.

Class Characteristics:

Fire Battalion Chief is a Fire Management class with duties related to the management of staff and resources involved with the protection of life and property under emergency situations.

Qualification Guidelines:

The knowledge and abilities which are required to perform the duties and responsibilities of this class are as follows:

Knowledge of:

Command and control strategy and tactics, suppression techniques, firefighting principles, fire apparatus and firefighting-related equipment.

Basic building construction materials, methods, and techniques.

Operational characteristics and designs of automated fire protection systems, sprinkler systems, alarm systems, elevators, and other related systems.

Principles and procedures of the Incident Command System (ICS) and Standard Emergency Management System (SEMS).

Local, county, state and federal laws and regulations related to the area assigned.

Fire Department rules, regulations, administrative and operational procedures, Firefighter Memorandum of Agreement provisions and related labor issues/laws.

Principles and practices of budget preparation and administration.

Principles and procedures of recordkeeping and reporting to include incident reporting.

English usage and grammar.

City geography, local hazards and hydrant and water main locations.

Effective supervisory techniques to include performance evaluation methods, grievance handling and staff counseling.

Individual and group training/instruction methods.

Techniques for providing a high level of customer service.

Modern office practices, methods, and computer equipment and applications related to the work.

AND

Ability to:

Manage and coordinate the work of assigned staff and provide professional leadership and direction.

Manage and coordinate a full range of Fire Department activities, utilize the incident command system, and direct and control a variety of emergency services.

Recommend and implement goals, objectives, and practices for providing effective and efficient fire suppression and related services.

Supervise, train, and evaluate staff.

Operate and train others in the use of a variety of firefighting and emergency tools

equipment.

Interpret and apply applicable policies, procedures, laws, codes, and regulations related to area assigned.

Organize work, adhere to multiple deadlines, and handle multiple projects.

Work independently, understand and follow verbal and written directions, use independent judgment and initiative, and make sound decisions in accordance with established procedures and policies.

Communicate effectively orally and in writing and prepare a variety of clear and concise reports; read and write at the level required for successful job performance.

Meet the public with courtesy and tact; use tact, discretion, and sensitivity in dealing with sensitive situations.

Establish and maintain effective relationships with those contacted in the course of work and live cooperatively with peers and supervisors.

Maintain discipline and order on-site and exercise self-control and good judgment in emergency/hazardous situations; handle job stress and maintain a professional demeanor; remain calm and composed in demanding situations.

Operate modern office equipment including computer equipment and applicable and specialized software.

Perform activities requiring good physical condition.

Education and Experience:

Any combination of training and experience which provides the required knowledge, skills, and abilities is considered qualifying. A typical way to obtain the required qualifications is:

Graduation from a State of California accredited fire academy.

AND

Eight years of progressively responsible, sworn experience in the fire service, to include three years as a Fire Captain with the Fullerton Fire Department or comparable organization.

A bachelor's degree in Management, Business Administration, Public Administration, or a related field from an accredited college or university supplemented with course work in Fire Science or Fire Administration is highly desirable.

Special Requirements Include:

One of the following:

Status as a current City of Fullerton employee AND an open Fullerton Fire Department Acting Fire Battalion Chief Task Book at time of application and completed prior to appointment.

OR

Proof of completion of all educational requirements for Chief Fire Officer certification by California State Fire Training at time of application.

And all of the following:

At time of application, certification by California State Fire Training as a Fire Officer or proof of completion of all requirements for certification as a Company Officer.

Completion of California State Fire Training Chief Fire Officer Task Book prior to the completion of probation.

Designation as a California Incident Command Certification System Qualified Strike Team Leader Trainee prior to the completion of probation.

Valid and appropriate California Driver's License with the necessary California Department of Motor Vehicle Endorsements/Restrictions required for operation firefighting equipment, and acceptable driving record at time of application and maintenance of such throughout employment in this position. Note: A driving permit is not acceptable. Employees in this classification will be enrolled in the Department of Motor Vehicles Government Employer Pull Notice Program.

Eyesight not less than uncorrected 20/100, correctable to 20/30 with contacts or glasses. Must have color vision sufficient to recognize red, green, and yellow colors.

Must be able to work a variety of shifts and a flexible schedule to include 40-hour, 56-hour and other workweeks, consecutive 24-hour shifts, overtime, emergency call back, holidays and weekends to accommodate City needs.

The City of Fullerton's Conflict of Interest Code requires that a Fire Battalion Chief file financial disclosure statements in accordance with state and local laws.

Possession of a current State of California approved Emergency Medical Technician (EMT) 1 or EMT Fire Service Certificate at time of application.

Valid and appropriate Red Cross or American Heart Association cardiopulmonary resuscitation (CPR) certification at time of application and throughout employment in this position.

Physical Tasks and Working Conditions Include the Following:

Work is performed indoors and outdoors. When work is performed outdoors there is full exposure to the elements. An incumbent drives a vehicle on City business and may perform physical activity requiring physical strength and endurance. An incumbent sits, stands, walks and may run on slippery and uneven surfaces, kneels, crouches, twists,

reaches, may lay dry and charged hoses, carry, raise and lower a variety of ladders; work from ladders while carrying equipment; rappel down elevated areas; climb stairs, ladders and inclines while carrying equipment; work on rooftops, multi-story buildings and at various heights; an incumbent may, in an emergency, ventilate roofs, rescue injured persons from hazardous areas by assisting, carrying or dragging the victim(s); climb over walls, fences, through windows; crawl through confined spaces and conduct searches. An incumbent may use a variety of hand and power tools and equipment to include rotary and chain powered saws, sledgehammers, shovels, picks, hoists, axes, ropes, hydraulic rescue tools, pike poles, prying tools, rubbish hooks, hose lines and bundles, fire extinguishers, air bottles and breathing apparatus. An incumbent may push, pull, drag, grasp, lift and carry items and work at shoulder level with hoses and other items weighing 75 pounds or less and drag or carry victims weighing up to 150 pounds. Incumbents performing first aid and paramedic tasks may also be exposed to human injury health hazards to include blood and other bodily fluids/products, communicable diseases, and human-borne parasites. When on-site at an incident, incumbents are exposed to/work in a hot, smoky, or toxic atmosphere close to flames. Incumbents may be exposed to extreme noise, wet or damp conditions, grease/oil, fumes, solvents, a variety of chemicals, mechanical and electrical hazards, vehicle hazards and vibration. Incumbents must be able to meet the physical requirements of the class and have mobility, balance, coordination, vision, hearing, sense of smell and dexterity levels appropriate to the duties to be performed.

Fair Labor Standards Act Designation: Exempt.

Revised June 2023

Revised February 2023 (includes title change from Battalion Chief)

Revised February 2017

Revised October 2012

Revised July 2010

Revised July 2004

Revised October 1990

DIVISION CHIEF**Definition:**

Under general supervision, assists in directing and managing the activities and operations of an assigned division or program within the Fullerton Fire Department; oversees special programs and conducts special projects; coordinates assigned activities with other City departments; provides highly responsible and complex staff assistance to a Deputy Chief and performs related work as required.

Essential Duties and Responsibilities:

The following responsibilities and essential duties are performed on a frequent and recurring basis by an incumbent. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Manages department activities and operations and assumes full management responsibility over an assigned division or program including supervising safety and non-safety professional, technical, and clerical staff.

Serves as the Department Safety Officer; responds to emergency incidents as required by departmental policy; assumes command of operations unless relieved of command by a superior officer; performs a management role in the direction of assigned personnel and equipment at the scene of emergencies involving fire, all types of accidents, hazardous materials incidents, and lifesaving and rescue work.

May coordinate all initial and promotional testing and selection procedures for all ranks; plans and directs mandated training for suppression, EMS, and fire prevention; schedules monthly training activities and evaluations for probationary employees.

May facilitate the purchasing, maintenance, and inventory of department-related equipment, vehicles, and property including fire apparatus, command and light duty vehicles, communication equipment, rescue and safety equipment, and fire stations; supervises the apparatus and equipment maintenance program.

Ensures compliance with applicable labor and employment laws, memorandum of agreement, and City and Department policies and procedures.

Works collaboratively with the Fire Battalion Chief's Office to analyze and present After Action Reports.

Supervises and provides program guidance to the Emergency Medical Services Manager.

Represents the City and Fire Department at civic and other public functions, to other departments, elected officials, and outside agencies and makes public presentations; coordinates assigned activities with those of other departments, outside agencies, and multi-jurisdictional unified command organizations.

Prepares or directs the preparation of a variety of materials to include comprehensive staff reports, proposals, memoranda, and related documents concerning department operations, programs, and activities; receives and assesses a variety of documents, reports, and statistical information to support the Deputy Chief and Fire Chief.

Participates on a variety of boards, commissions, and committees; attends and participating in professional group meetings.

Participates in the development and assists in the management and implementation of departmental goals, objectives, and strategic priorities and plans for department and/or area of assignment; reviews and evaluates work methods, procedures and effectiveness and recommends and implements methods for improvement.

Participates in the selection, training, motivation, and evaluation of assigned staff and recommends disciplinary action when appropriate; provides or coordinates staff training; works with employees to enhance their strengths and correct deficiencies.

Directs, coordinates and reviews work plans for assigned fire companies; meets with staff to resolve problems, assign activities, and review and evaluate services, methods, and procedures.

Coordinates, supervises, and participates in apparatus and equipment inspection/testing and coordinates equipment maintenance and repair.

Manages the resources of assigned division(s), programs, and activities to ensure emergency response readiness and acceptable levels of maintenance and supplies.

Stays abreast of new trends and innovations in the fields of fire suppression, emergency medical services and transport, fire prevention, and emergency management as well as in area of assignment.

Participates in the development and administration of assigned division/program and department budget; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures and implements budgetary adjustments as appropriate.

Participates in the grievance resolution process working with the Fire Battalion Chief and the Deputy Chief to determine the most appropriate course of action.

Reviews incident reports for completion and accuracy.

Responds to and resolves difficult and sensitive inquiries and concerns from a variety of sources.

Provides staff assistance to the Deputy Chiefs or Fire Chief and may act in their absence as assigned.

Drives a vehicle on City business.

Responds to emergency incidents off-duty when requested.

Other Duties and Responsibilities:

Performs other projects/tasks as assigned.

Drives/operates a fire engine and specialized equipment as needed.

Lifts and moves objects weighing 75 pounds or less, performs strenuous physical activities and in an emergency, drags or carries victims.

Class Characteristics:

Division Chief is a Fire Management class with duties related to the management of staff and resources involved with the protection of life and property under emergency situations in addition to managing an assigned division or program within the Fire Department.

Qualification Guidelines:

The knowledge and abilities which are required to perform the duties and responsibilities of this class are as follows:

Knowledge of:

Command and control strategy and tactics, suppression techniques, firefighting principles, fire apparatus and firefighting-related equipment.

Basic building construction materials, methods, and techniques.

Local, county, state and federal laws and regulations related to the area assigned.

Fullerton Fire Department rules, regulations, administrative and operational procedures, Fullerton Firefighters' Memorandum of Agreement provisions and related labor issues/laws.

Principles and procedures of the Incident Command System (ICS) and Standard Emergency Management System (SEMS).

Management and leadership theory; effective supervisory principles and techniques to include performance evaluation methods, grievance handling and staff counseling.

Principles and procedures of recordkeeping and reporting to include incident reporting.

English usage and grammar.

City geography, local hazards and hydrant and water main locations.

Effective supervisory techniques.

Principles and practices of budget preparation and administration.

Individual and group training/instruction methods.

Techniques for providing a high level of customer service.

Modern office practices, methods, and computer equipment and applications related to the work.

AND

Ability to:

Manage and coordinate the work of assigned staff and provide professional leadership and direction.

Manage and coordinate a full range of Fire Department activities, utilize the incident command system, and direct and control a variety of emergency services.

Recommend and implement goals, objectives, and practices for providing effective and efficient fire suppression and related services.

Supervise, train, and evaluate staff.

Analyze complex management problems and develop and evaluate alternatives and exercise leadership in adopting effective courses of action.

Operate and train others in the use of a variety of firefighting and emergency tools equipment.

Interpret and apply applicable policies, procedures, laws, codes, and regulations related to area assigned.

Organize work, adhere to multiple deadlines, and handle multiple projects.

Administer a division or program budget.

Work independently, understand and follow verbal and written directions, use independent judgment and initiative, and make sound decisions in accordance with established procedures and policies.

Communicate effectively orally and in writing and prepare a variety of clear and concise reports; read and write at the level required for successful job performance.

Meet the public with courtesy and tact; use tact, discretion, and sensitivity in dealing with sensitive situations.

Establish and maintain effective relationships with those contacted in the course

of work and live cooperatively with peers and supervisors.

Maintain discipline and order on-site and exercise self-control and good judgment in emergency/hazardous situations; handle job stress and maintain a professional demeanor; remain calm and composed in demanding situations.

Operate modern office equipment including computer equipment and applicable and specialized software.

Perform activities requiring good physical condition.

Education and Experience:

Any combination of training and experience which provides the required knowledge, skills, and abilities is considered qualifying. A typical way to obtain the required qualifications is:

Graduation from a State of California accredited fire academy.

AND

Eight years of progressively responsible, sworn experience in the fire service, to include three years as a Fire Captain with the Fullerton Fire Department or comparable organization.

A bachelor's degree in Management, Business Administration, Public Administration, or a related field from an accredited college or university supplemented with course work in Fire Science or Fire Administration is highly desirable.

Special Requirements Include:

One of the following:

Status as a current City of Fullerton employee AND an open Fullerton Fire Department Acting Fire Battalion Chief Task Book at time of application and completed prior to appointment.

OR

Proof of completion of all educational requirements for Chief Fire Officer certification by California State Fire Training at time of application.

And all of the following:

At time of application, certification by California State Fire Training as a Fire Officer or proof of completion of all requirements for certification as a Company Officer.

Completion of California State Fire Training Chief Fire Officer Task Book prior to the completion of probation.

Designation as a California Incident Command Certification System Qualified Strike Team

Leader Trainee prior to the completion of probation.

Valid and appropriate California Driver's License with the necessary California Department of Motor Vehicle Endorsements/Restrictions required for operation firefighting equipment, and acceptable driving record at time of application and maintenance of such throughout employment in this position. Note: A driving permit is not acceptable. Employees in this classification will be enrolled in the Department of Motor Vehicles Government Employer Pull Notice Program.

Eyesight not less than uncorrected 20/100, correctable to 20/30 with contacts or glasses. Must have color vision sufficient to recognize red, green, and yellow colors.

Must be able to work a variety of shifts and a flexible schedule to include 40-hour, 56-hour and other workweeks, consecutive 24-hour shifts, overtime, emergency call back, holidays and weekends to accommodate City needs.

The City of Fullerton's Conflict of Interest Code requires that a Fire Battalion Chief file financial disclosure statements in accordance with state and local laws.

Possession of a current State of California approved Emergency Medical Technician (EMT) 1 or EMT Fire Service Certificate at time of application.

Valid and appropriate Red Cross or American Heart Association cardiopulmonary resuscitation (CPR) certification at time of application and throughout employment in this position.

Physical Tasks and Working Conditions Include the Following:

Work is performed indoors and outdoors. When work is performed outdoors there is full exposure to the elements. An incumbent drives a vehicle on City business and may perform physical activity requiring physical strength and endurance. An incumbent sits, stands, walks and may run on slippery and uneven surfaces, kneels, crouches, twists, reaches, may lay dry and charged hoses, carry, raise and lower a variety of ladders; work from ladders while carrying equipment; rappel down elevated areas; climb stairs, ladders and inclines while carrying equipment; work on rooftops, multi-story buildings and at various heights; an incumbent may, in an emergency, ventilate roofs, rescue injured persons from hazardous areas by assisting, carrying or dragging the victim(s); climb over walls, fences, through windows; crawl through confined spaces and conduct searches. An incumbent may use a variety of hand and power tools and equipment to include rotary and chain powered saws, sledgehammers, shovels, picks, hoists, axes, ropes, hydraulic rescue tools, pike poles, prying tools, rubbish hooks, hose lines and bundles, fire extinguishers, air bottles and breathing apparatus. An incumbent may push, pull, drag, grasp, lift and carry items and work at shoulder level with hoses and other items weighing 75 pounds or less and drag or carry victims weighing up to 150 pounds. Incumbents performing first aid and paramedic tasks may also be exposed to human injury health hazards to include blood and other bodily fluids/products, communicable diseases, and human-borne parasites. When on-site at an incident, incumbents are exposed to/work in a hot, smoky, or toxic atmosphere close to flames. Incumbents may be exposed to extreme noise, wet or damp conditions, grease/oil, fumes, solvents, a variety of chemicals, mechanical and electrical hazards, vehicle hazards and vibration. Incumbents must be able to meet the physical requirements of the class and have mobility, balance,

coordination, vision, hearing, sense of smell and dexterity levels appropriate to the duties to be performed.

Fair Labor Standards Act Designation: Exempt.

Established June 2023

DEPUTY CHIEF**Definition:**

Under general direction of the Fire Chief, leads, directs and manages the activities and operations of the Fire Department within areas of responsibility to include operations, fire prevention and/or administration; oversees special programs and conducts special projects; provides highly responsible and complex staff assistance to the Fire Chief and performs related work as required.

Essential Duties and Responsibilities:

The following responsibilities and essential duties are performed on a frequent and recurring basis by an incumbent. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Manages department activities and assumes full management responsibility for operations, fire prevention and/or administration including supervising safety and non-safety professional, technical, and clerical staff.

Develops and standardizes procedures and methods to improve and continuously monitor the efficiency and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationship; identifies opportunities and makes recommendations for improvements.

Assist the Fire Chief in directing activities of the Fullerton Fire Department; confers with the Fire Chief in developing policies and procedures and implementation of department goals.

Coordinates with Fire Battalion Chiefs to establish daily priorities; evaluates daily activity locally, regionally, and statewide for impact on local resources distribution and concentration; allocates resources to ensure City coverage for emergency response and training.

Responds to emergency incidents and may assume command and control of field operations; performs management role in the direction of assigned personnel and equipment at the scene of emergencies involving fire, all types of accidents, hazardous materials incidents, and lifesaving and rescue work; supervises and directs fire scene and arson investigations.

Conducts a variety of organizational and operational studies and investigations; recommends modifications to assigned programs, policies and procedures as appropriate.

Assists in directing disaster preparedness and other programs, works to maximize individual and community preparedness to minimize loss of life and property within community.

Ensures compliance with applicable labor and employment laws, memorandums

of agreement, and City and Department policies and procedures.

Oversees the presentation of After Action Reports.

May supervise and provide program guidance to a Division Chief.

Represents the City and Fullerton Fire Department at civic and other public functions, to other departments, elected officials, and outside agencies and makes public presentations; coordinates assigned activities with those of other departments, outside agencies, and multi-jurisdictional unified command organizations.

Prepares or directs the preparation of a variety of materials to include comprehensive staff reports, proposals, memoranda, and related documents concerning department operations, programs, and activities; receives and assesses a variety of documents, reports, and statistical information.

Participates on a variety of boards, commissions, and committees; attends and participating in professional group meetings.

Participates in the selection, training, motivation, and evaluation of assigned staff and recommends and/or implements disciplinary action; provides or coordinates staff training; works with employees to enhance their strengths and correct deficiencies.

Directs, coordinates and reviews work plans for assigned fire companies; meets with staff to resolve problems, assign activities, and review and evaluate services, methods, and procedures.

Provides administrative direction in the Insurance Service Office public protection classification process.

Coordinates, supervises, and participates in apparatus and equipment inspection/testing and coordinates equipment maintenance and repair.

Manages the resources of assigned division(s), programs, and activities to ensure emergency response readiness and acceptable levels of maintenance and supplies.

Plans and administers the City's fire prevention, structural inspection program, requiring interpretation of existing policies and regulations and recommends revised and new fire prevention ordinance; develops, implements, and supervises comprehensive fire prevention, inspection, and education programs.

Performs or assigns comprehensive and technical plan checks of proposed projects for the determination of fire safety conditions and needs.

Stays abreast of new trends and innovations in the fields of fire suppression, emergency medical services and transport, fire prevention, and emergency management as well as in area of assignment.

Participates in the development and administration of assigned division/program and department budget; participates in the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures and implements budgetary adjustments as appropriate.

Resolves grievances and/or participates in the grievance resolution process.

Reviews incident reports for completion and accuracy.

Responds to and resolves difficult and sensitive inquiries and concerns from a variety of sources, investigates complaints of violations, and determines cause(s) of fires.

Provides staff assistance to the Fire Chief to include grant preparation, contract administration, and monitoring the Emergency Operations Center and acts in the Fire Chief's absence as assigned.

Drives a vehicle on City business.

Responds to emergency incidents off-duty when requested.

Other Duties and Responsibilities:

Performs other projects/tasks as assigned.

Drives/operates a fire engine and specialized equipment as needed.

Lifts and moves objects weighing 75 pounds or less, performs strenuous physical activities and in an emergency, drags or carries victims.

Class Characteristics:

Deputy Chief is a Fire Management class with duties related to the management of staff and resources involved with the protection of life and property under emergency situations in addition to managing an assigned division or program within the Fullerton Fire Department.

Qualification Guidelines:

The knowledge and abilities which are required to perform the duties and responsibilities of this class are as follows:

Knowledge of:

Principles and modern methods of fire administration including organization, fiscal management, budgetary preparation and controls, program planning, implementation, and administration.

Command and control strategy and tactics, suppression techniques, firefighting principles, fire apparatus and firefighting-related equipment.

Principles and procedures of the Incident Command System (ICS) and Standard Emergency Management System (SEMS).

Basic building construction materials, methods, and techniques.

Operational characteristics and designs of automated fire protection systems, sprinkler systems, alarm systems, elevators, and other related systems.

Local, county, state and federal laws and regulations related to the area assigned.

Fire prevention principles, practices, techniques and the provisions of local fire code requirements and related ordinances.

Fullerton Fire Department Rules & Regulations, administrative and operational procedures, Fullerton Firefighters' Memorandum of Agreement provisions, and related labor issues/laws including the Firefighter Bill of Rights.

Management and leadership theory; effective supervisory principles and techniques to include performance evaluation methods, grievance handling and staff counseling.

Research and analysis methodologies.

Principles and procedures of recordkeeping and reporting to include incident reporting.

English usage and grammar.

City geography, local hazards and hydrant and water main locations.

Individual and group training/instruction methods.

Techniques for providing a high level of customer service.

Modern office practices, methods, and computer equipment and applications related to the work.

AND

Ability to:

Assist in the overall leadership and management of the Fullerton Fire Department.

Manage and coordinate the work of assigned staff and provide professional leadership and direction.

Manage and coordinate a full range of Fullerton Fire Department activities, utilize the incident command system, and direct and control a variety of emergency services.

Recommend and implement goals, objectives, and practices for providing effective

and efficient fire suppression and related services.

Supervise, train, and evaluate staff.

Independently analyze complex management problems and develop and evaluate alternatives and exercise leadership in adopting effective courses of action.

Operate and train others in the use of a variety of firefighting and emergency tools equipment.

Interpret and apply applicable policies, procedures, laws, codes, and regulations related to area assigned.

Organize work, adhere to multiple deadlines, and handle multiple projects.

Administer a division, program, or department budget.

Understand and follow verbal and written directions.

Communicate effectively orally and in writing and prepare a variety of clear and concise reports; read and write at the level required for successful job performance.

Meet the public with courtesy and tact; use tact, discretion, and sensitivity in dealing with sensitive situations.

Establish and maintain effective relationships with those contacted in the course of work and live cooperatively with peers and supervisors.

Maintain discipline and order on-site and exercise self-control and good judgment in emergency/hazardous situations; handle job stress and maintain a professional demeanor; remain calm and composed in demanding situations.

Operate modern office equipment including computer equipment and applicable and specialized software.

Perform activities requiring good physical condition.

Education and Experience:

Any combination of training and experience which provides the required knowledge, skills, and abilities is considered qualifying. A typical way to obtain the required qualifications is:

Graduation from a State of California accredited fire academy.

AND

Ten years of progressively responsible, sworn experience in the fire service, to include three years as a Fire Captain and one year as a Fire Battalion Chief or Division Chief with the Fullerton Fire Department or comparable organization.

A bachelor's degree in Management, Business Administration, Public Administration, or a related field from an accredited college or university supplemented with course work in Fire Science or Fire Administration is highly desirable.

Special Requirements Include:

California State Fire Training Chief Fire Officer certified.

Designation as a California Incident Command Certification System Qualified Strike Team Leader Trainee.

Valid and appropriate California Driver's License with the necessary California Department of Motor Vehicle Endorsements/Restrictions required for operation firefighting equipment, and acceptable driving record at time of application and maintenance of such throughout employment in this position. Note: A driving permit is not acceptable. Employees in this classification will be enrolled in the Department of Motor Vehicles Government Employer Pull Notice Program.

Eyesight not less than uncorrected 20/100, correctable to 20/30 with contacts or glasses. Must have color vision sufficient to recognize red, green, and yellow colors.

Must be able to work a variety of shifts and a flexible schedule to include 40-hour, 56-hour and other workweeks, consecutive 24-hour shifts, overtime, emergency call back, holidays and weekends to accommodate City needs.

The City of Fullerton's Conflict of Interest Code requires that a Deputy Chief file financial disclosure statements in accordance with state and local laws.

Possession of a current State of California approved Emergency Medical Technician (EMT) 1 or EMT Fire Service Certificate at time of application.

Valid and appropriate Red Cross or American Heart Association cardiopulmonary resuscitation (CPR) certification at time of application and throughout employment in this position.

Physical Tasks and Working Conditions Include the Following:

Work is performed indoors and outdoors. When work is performed outdoors there is full exposure to the elements. An incumbent drives a vehicle on City business and may perform physical activity requiring physical strength and endurance. An incumbent sits, stands, walks and may run on slippery and uneven surfaces, kneels, crouches, twists, reaches, may lay dry and charged hoses, carry, raise and lower a variety of ladders; work from ladders while carrying equipment; rappel down elevated areas; climb stairs, ladders and inclines while carrying equipment; work on rooftops, multi-story buildings and at various heights; an incumbent may, in an emergency, ventilate roofs, rescue injured persons from hazardous areas by assisting, carrying or dragging the victim(s); climb over walls, fences, through windows; crawl through confined spaces and conduct searches. An incumbent may use a variety of hand and power tools and equipment to include rotary and chain powered saws, sledgehammers, shovels, picks, hoists, axes, ropes, hydraulic rescue tools, pike poles, prying tools, rubbish hooks, hose lines and bundles, fire

extinguishers, air bottles and breathing apparatus. An incumbent may push, pull, drag, grasp, lift and carry items and work at shoulder level with hoses and other items weighing 75 pounds or less and drag or carry victims weighing up to 150 pounds. Incumbents performing first aid and paramedic tasks may also be exposed to human injury health hazards to include blood and other bodily fluids/products, communicable diseases, and human-borne parasites. When on-site at an incident, incumbents are exposed to/work in a hot, smoky, or toxic atmosphere close to flames. Incumbents may be exposed to extreme noise, wet or damp conditions, grease/oil, fumes, solvents, a variety of chemicals, mechanical and electrical hazards, vehicle hazards and vibration. Incumbents must be able to meet the physical requirements of the class and have mobility, balance, coordination, vision, hearing, sense of smell and dexterity levels appropriate to the duties to be performed.

Fair Labor Standards Act Designation: Exempt.

Established June 2023