

**SIDE LETTER AGREEMENT  
BETWEEN THE  
ROSEVILLE FIREFIGHTERS, LOCAL 1592  
AND  
THE CITY OF ROSEVILLE**

**RELATED TO THE MODIFICATION OF THE HOURS OF SERVICE SECTION TO  
INCORPORATE A PROVISION FOR WORKING DOWN**

The City of Roseville (hereinafter referred to as "City") and the Roseville Firefighters, Local 1592 (hereinafter referred to as "Local 1592") entered into a Memorandum of Understanding ("MOU") with a term beginning on January 1, 2019, and terminating on December 31, 2021. The City and Local 1592 are collectively referred to herein as the "Parties."

Background and Overview

This Agreement relates to a modification to the City's provision of the Hours of Service (Chapter 6, Article I and IV) section of the current MOU to allow Captains and Engineers to work down into a lower rank as authorized by the Fire Chief or Fire Chief of Operations.

Constant staffing creates the need to maintain specified staffing levels that requires the City to force employees to fill behind absent staff or vacant positions that can result in "Force Hires." The City wants to maintain public trust in our fire services by not having excessive overtime costs. The Parties agree there could be mutual benefit to amend the current MOU (Chapter 6, Article I Hours of Service) to allow qualified Captains and Engineers to work down into a lower rank when a high number of vacancies exist, numerous staff are on leave and staff assigned on Strike crews are sent to provide mutual aid in other jurisdictions.

MOU Language:

**Chapter 6**

**ARTICLE I. HOURS OF SERVICE**

- A. The Fire Department shall work on the basis of twenty-four (24) hours on duty. This shall average a total of fifty-six (56) hours per week. A shift shall begin at seven o'clock (7:00) a.m., and shall end at seven o'clock (7:00) a.m., the following morning.
- B. The City agrees to maintain a 48/96 work schedule. The schedule will consist of two (2) consecutive twenty-four (24) hour shifts on duty followed by ninety-six (96) hours off (i.e. - X X O O O O X X O O O O X X).

- C. The City will maintain a twenty-four (24) day FLSA pay period to coincide with the 48/96 work schedule. Salaries will be paid bi-weekly.
- D. The Force Hire rotation will be structured so that a shift will be up for Force Hire on the first and fourth day of the four (4) day. All represented 24-hour shift employees will be subject to the Force Hire rotation.

Example:

Shift on duty:	A	A	B	B	C	C	A	A	B	B
Force List:	C	B	A	C	B	A	C	B	A	C

E. Working down:

1. At the discretion of the Fire Chief or Assistant Fire Chief of Operations, employees will be allowed to work down in a lower rank position to reduce Force Hires.
2. Employees working down in a lower rank position will only be utilized after all voluntary options for filling the vacancy have been exhausted. Available qualified actors from a lower rank will be used to fill the vacancy prior to employees at a higher rank being allowed to work down.
3. When a Force Hire occurs, the Forced employee may seek other qualified employees starting with other employees in the same rank, and then including actors from current promotional lists and then qualified employees from the rank above, to cover all or part of the Force Hire. Hours covered through this agreement will be counted as SOD (overtime) hours. The hours worked will be compensated at their regular overtime rate.
4. Engineer Paramedics can work down as Firefighter Paramedics to prevent a Force Hire. The employee working down to cover the Force Hire will do so by indicating through Fire Staffing that they are willing to work down and post availability through Telestaff. The hours worked will be counted to them as SOD (overtime) hours. The employee working down will be compensated at their regular overtime rate.
5. Captains can work down as Engineers to prevent a Force Hire. The employee working down to cover the Force Hire will do so by indicating through fire staffing that they are willing to work down and post availability through Telestaff. The hours worked will be counted to them as SOD (overtime) hours. The employee working down will be compensated at their regular overtime rate.

6. Engineers and Captains are prohibited from working down if a Force Hire exists at their normal assigned rank during the same time period.
7. The employee authorized to work down in the lower rank shall meet the minimum qualification for the job class. The Fire Chief or designee shall have the final determination for who meets the minimum competency requirements for personnel permitted to work down as Engineers and Firefighter Paramedics. This determination can be grieved to the Fire Chief or his designee. The decision of the Fire Chief is final.

**ARTICLE IV. LONG TERM VACANCIES**

All vacancies are filled on a rank-for-rank basis in accordance with existing department Call Back Procedures. This does not prohibit the Working Down provision in Article I above. Effective July 01, 2014, when a vacancy becomes long term (greater than 30 days), the vacancy will become a "floating" vacancy. Floating vacancies are to be filled with NO preference given to unit or station assignment. NO "reset" of a floating vacancy will be applied if the vacancy is moved to a different unit or shift assignment.

The parties agree that the City Manager or designee has the sole authority and discretion, at any time during the term of this MOU, to determine that the terms and conditions of this side letter agreement need to revert back to status quo in the MOU. The City Manager's or designee's decision is not subject to the grievance procedure. The Fire Chief will notice the union in writing of this decision.

For the RFF:  \_\_\_\_\_

Date: 5/7/20

For the City:  \_\_\_\_\_

Date: 5/7/2020