

April 19, 2018

Via Email and Regular Mail

Jason H. Jasmine
Messing, Adam & Jasmine
980 9th Street, Suite 380
Sacramento, CA 95814

Re: Ladder Truck Negotiations

Dear Jason:

This letter responds to your email dated March 30, 2018. Please accept this letter as the City's declaration of impasse on the negotiations between the City and the Roseville Firefighters Association ("RFF") over staffing on the ladder truck. The RFF has consistently opposed the City's proposal for a Pilot Program to reduce staffing on the ladder truck from 4 to 3 personnel. You confirmed in your email dated March 30, 2018 that RFF remains opposed to the decision and had several questions related to costing of the proposal and the implementation of the Pilot Program. The City addresses each of these issues below.

Costing

With respect to the issues RFF raised related to costing, enclosed herein is the City's costing based on the issues raised by RFF. In addition, the City can confirm a number of additional points related to RFF's concerns expressed in your email.

1. The 11,524.25 hours of leave time was actual leave hours taken by staffed positions and did not take into account vacancies.
2. Union leave hours were included in the total because when a firefighter is off on union business another firefighter is backfilled on overtime. The total amount of union leave included was 170.5 hours and the City does not believe it is appropriate to deduct these hours from the total leave time since they were backfilled by overtime.

Jason Jasmine
April 19, 2018
Page 2

3. The City's costing includes 5% for OPEB for all employees because the Council approved OPEB funding plan calculates and transfers 5% of payroll for each employee into the OPEB trust to prefund the benefit.
4. The City selected the date range for the calculation because it was the most recent 12 month period that was posted. Based on RFF's concerns in your email, the City recalculated the numbers using 1/1/17 – 12/31/17 and the total leave hours were 11,440.25. As you will note, this does make provide a material difference.
5. The City believes that its estimated cost of \$502,821.65 to hire six new firefighters is reasonable. As noted in the City's enclosed costing, the Cost of 6 firefighters at step A is \$691,388 and the cost of 6 firefighters at step O is \$976,914 for an average of \$834,151. Based on this method of costing, the cost of hiring 6 firefighters would be reduced from \$502,821.65 to \$339,518.75.
6. Although you noted the difference between RFF and the City on the overtime rate was minor, you did not provide enough detail on RFF's position. The City requests additional information on how RFF calculated the overtime rate to provide a further response.

Relief Pool

Turning to RFF's issues raised in your email related to the Relief Pool, the City explained during the last negotiation meeting on February 12, 2018, that it would prioritize the use of the Relief Pool for filling vacancies that are known in advance and longer than 24 hours. It remains the City's intent to utilize the Relief Pool in this manner. The chart set forth below shows historically the number of firefighters off for twenty-four hours per day. This does not include the ranks of engineer or captain.

Calendar Year	0 Firefighters Off	1 Firefighters Off	2+ Firefighters Off
2014	17	70	278
2015	13	98	254
2016	26	88	251
2017	21	82	262

Jason Jasmine
April 19, 2018
Page 3

Assigning Relief Pool firefighter/paramedics to twenty-four hour shifts would limit the movement of Relief Pool employees to when they start/end each shift. In addition, City policy provides as follows:

Roseville Municipal Code 3.12.030 Reporting to duty station.

Employees are expected and required to report to their prescribed work location at the designated time work activities are scheduled to commence. Tardiness, unexcused absences and failure to report as described in these rules and regulations may be grounds for disciplinary action. In the event an employee cannot report to work on time, the employee shall notify the immediate supervisor prior to or not later than 15 minutes after the start of the day's/shift's work. Department heads may grant reasonable exceptions to the rule where unusual, extenuating circumstances can be verified. (Ord. 5013 § 11, 2012; Ord. 3213 § 1, 1998.)

The current practice for scheduled overtime is advance notice given to the firefighter and they are expected to report to the assigned station with their assigned equipment needed for the shift. The City expects that a firefighter from the Relief Pool would report to their assigned station in the same manner as a firefighter for an overtime shift. It's the City's position that travel to or from home and work would not be considered part of the work day and not reimbursable. The City agrees that travel between stations would be considered reimbursable under California Labor Code 2802 and includes hourly pay and mileage. The City provides a method to reimburse employees for mileage, which utilizes the IRS standard rate. The IRS standard rate is based on the costs for operating an automobile including depreciation, insurance, repairs, tires, maintenance, gas, and oil. The City has provided prior direction as to the use of privately owned vehicles on city business as outline in A.R. 2.13. The administrative regulation outlines reimbursement and insurance requirements.

The City also agrees that a firefighter being relieved by the Relief Pool firefighter is eligible for overtime (extension of shift) as outlined by the City's personnel rules if not relieved by the end of the work shift. If an employee who is assigned to the Relief Pool is unable to provide their own transportation between stations, the City will provide transportation by way of City vehicle, taxi, shuttle, Chief Officer, or fire apparatus. Transportation will be limited to travel between stations. Although the City does not anticipate any material overtime or travel costs associated with the Relief Pool, those costs will be nevertheless tracked during the Pilot Program and taken into account when determining the actual cost savings of the staffing change.

Jason Jasmine
April 19, 2018
Page 4

In accordance with the City's Impasse Procedures, enclosed please find the City's statement of its position on the disputed issues which supplements the City's position as set forth in this letter. The City also requests that the parties conduct the impasse meeting on Tuesday, April 24th at 2:00 p.m. "to permit review of the position of all parties in a final good faith effort to reach agreement on the disputed issues." Please confirm that RFF can attend this meeting by close of business April 20, 2018.

Sincerely,



Timothy L. Davis

TLD/kcd
Enclosure