



**RANCHO SANTA FE FIRE PROTECTION DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA**

Rancho Santa Fe FPD
Board Room – 18027 Calle Ambiente
Rancho Santa Fe, California 92067

December 13, 2023
1:00 pm PT
Regular Meeting

Public Comment: to submit a comment in writing, please email McQuead@rsf-fire.org and write “Public Comment” in the subject line. In the body of the email include the item number and/or title of the item as well as your comments. If you would like the comment to be read aloud at the meeting (not to exceed five minutes), please write “Read Out Loud at Meeting” at the top of the email. All comments received by 11:00 am will be emailed to the Board of Directors and included as “Supplemental Information” on the District’s website prior to the meeting. Any comments received after 11:00 am will be added to the record and shared with the members of the Board at the meeting.

Americans with Disabilities Act: If you need special assistance to participate in this meeting, please contact the Board Clerk at 858-756-5971 ext. 1014. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the meeting.

Rules for Addressing the Board of Directors: Members of the audience who wish to address the Board of Directors are requested to complete a form near the entrance of the meeting room and submit it to the Board Clerk. Any person may address the Board on any item of Board business or Board concern. The Board cannot take action on any matter presented during the Public Comment but can refer it to staff for review and possible discussion at a future meeting. As permitted by State Law, the Board may take action on matters of an urgent nature, or which require immediate attention. The maximum time allotted for each presentation is FIVE (5) MINUTES.

Agendas: Agenda packets are available for public inspection 72 hours prior to scheduled meetings at the Manager of Finance and Administration’s office located at 18027 Calle Ambiente, Suite 101, Rancho Santa Fe, CA during normal business hours.

Packet documents are also posted online at www.rsfire.org.



Rancho Santa Fe Fire Protection District Board of Directors Regular Meeting

December 13, 2023

Call to Order

Pledge of Allegiance

Roll Call

1. Motion waiving reading in full of all Resolutions/Ordinances

All items listed on the Consent Calendar are considered routine and will be enacted by one motion without discussion unless Board Members, Staff, or the public requests removal of an item for separate discussion and action. The Board of Directors has the option of considering items removed from the Consent Calendar immediately or under Unfinished Business.

2. Consent Calendar

a. Board of Directors Minutes

- Board of Directors minutes of November 15, 2023

ACTION REQUESTED: **Approve**

b. Receive and File

- Monthly/Quarterly Reports for November 2023

(1) List of Demands Check 37147 thru 37245, Electronic File Transfers (EFT), and Wire Transfer(s)
totaling: \$ 604,954.55

Wire Transfer(s) totaling: \$ 316,907.27

Payroll(s) totaling: \$ 719,088.74

TOTAL DISTRIBUTION \$ 1,640,950.56

(2) Grant Recap

(3) Activity Reports – November 2023

(a) Operations

(b) Training

(c) Fire Prevention

ACTION REQUESTED: **Receive and File**

3. Public Comment

4. Resolution/Ordinance

a. Resolution No. 2023-14

To discuss and/or adopt a Resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Authorizing Investment of Monies in the Local Agency Investment Fund.

ACTION REQUESTED: **Adopt**

b. Resolution No. 2023-15

To discuss and/or adopt a Resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Authorizing Signers on District Bank Accounts.

ACTION REQUESTED: **Adopt**



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c. Resolution No. 2023-16

To discuss and/or adopt a Resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting a Cafeteria Plan. [Staff Report 23-30, Exhibit A Cafeteria Plan](#)

ACTION REQUESTED: **Adopt**

d. Resolution No. 2023-17

To discuss and/or adopt a Resolution *entitled* a Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Adopting an Amendment No. 1 to the Memorandum of Understanding Between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Professional Firefighters' Association-Local 4349.

ACTION REQUESTED: **Adopt and authorize the execution of MOU - Local 4349 (Exhibit A)**

e. Resolution No. 2023-18

To discuss and/or adopt a Resolution *entitled* a Resolution of the Rancho Santa Fe Fire Protection District Board of Directors Adopting an Amendment No. 1 to the Memorandum of Understanding between the Rancho Santa Fe Fire Protection District and the Rancho Santa Fe Fire Protection District Employees Association.

ACTION REQUESTED: **Adopt and authorize the execution of MOU - Employees Association (Exhibit A)**

f. Resolution No. 2023-19

To discuss and/or adopt a Resolution *entitled* a Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Establishing Salaries and Benefits for Management Personnel.

ACTION REQUESTED: **Adopt**

g. Resolution No. 2023-20

To discuss and/or adopt a Resolution *entitled* A Resolution of the Board of Directors of the Rancho Santa Fe Fire Protection District Adopting a Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5

[Staff Report 23-31, Exhibit A Salary Schedule](#)

ACTION REQUESTED: **Adopt**

5. New Business

a. New Executive Assistant/ Board Clerk Position

To discuss and/or approve the new position of Executive Assistant/ Board Clerk.

[Staff Report 23-32](#)

ACTION REQUESTED: **Approve**

b. Rename current Office Support Coordinator to Permit Technician

To discuss and/or approve to rename current position Office Support Coordinator to Permit Technician.

[Staff Report 23-33](#)

ACTION REQUESTED: **Approve**



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5. Oral Report
 - a. Fire Chief
 - b. Operations
 - c. Training
 - d. Fire Prevention
 - e. Human Resources, Finance & Board Clerk
 - f. Board of Directors
 - I. North County Dispatch JPA – Update
 - II. County Service Area – 17 – Update
 - III. Rancho Santa Fe Fire District Foundation - Update
 - IV. Director Comments
6. Closed Session
 - a. With respect to every item of business to be discussed in closed session pursuant to Section 54957
Employee Performance Evaluation
Title: Fire Chief
7. Adjournment

The next regular Board of Directors meeting to be held on January 17th, 2023, in the Board Room located at 18027 Calle Ambiente, Rancho Santa Fe, California. The business meeting will commence at 1:00 p.m.

CERTIFICATION OF POSTING

I certify that on December 8, 2023, a copy of the foregoing agenda was posted on the District's website and near the meeting place of the Board of Directors of Rancho Santa Fe Fire Protection District, said time being at least 72 hours in advance of the meeting of the Board of Directors (Government Code Section 54954.2)

Executed at Rancho Santa Fe, California on December 8th, 2023:

Dave McQuead

Dave McQuead
Fire Chief

Rancho Santa Fe Fire Protection District

Regular Board of Directors Meeting

Minutes November 15, 2023



These minutes reflect the order in which items appeared on the meeting agenda and do not necessarily reflect the order in which items were considered.

President Ashcraft called to order the regular session of the Rancho Santa Fe Fire Protection District Board of Directors at 1:03pm.

Pledge of Allegiance

Deputy Chief Slattery led the assembly in the Pledge of Allegiance.

Roll Call

Directors Present: Ashcraft, Hillgren, Malin, Stine, Tanner-arrived late (1:26pm)

Staff Present: Fire Chief Dave McQuead; Deputy Chief Brian Slattery; Fire Marshal Marlene Donner, Battalion Chief/Training Officer Luke Bennett, Battalion Chief Greg O’Gorman, Office Support Coordinator Dana Shedley

RSF Fire District Foundation: Retired Fire Chief Frank Twohy, Tim Costanza

1. Motion waiving reading in full of all Resolutions/Ordinances

MOTION BY DIRECTOR MALIN, SECOND BY DIRECTOR STINE, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to waive reading in full of all resolutions and/or ordinances.

2. Consent Calendar

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to accept the consent calendar as presented.

a. Board of Directors Minutes

- Board of Directors minutes of October 18, 2023

b. Receive and File

- Monthly/Quarterly Reports
 - (1) List of Demands- Currently Transitioning to new program
 - (2) Grant Recap
 - (3) Activity Report– October 2023
 - (a) Operations
 - (b) Training
 - (c) Fire Prevention

ACTION REQUESTED: Receive and File

3. Public Comment

None

5. New Business

a. Sale of Assets

To discuss and/or authorize the sale of vehicle #1282 deemed as surplus – [Staff Report 23-26](#)

ACTION REQUESTED: **Authorize sale and disposal of surplus vehicle.**

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to authorize staff to sale Vehicle #1282.



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b. Sale of Assets

To discuss and/or authorize the sale of vehicle #1581 deemed as surplus – [Staff Report 23-27](#)

ACTION REQUESTED: **Authorize sale and disposal of surplus vehicle.**

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to authorize staff to sale Vehicle #1581.

c. New Finance Manager

To Discuss and/or approve for hiring the new position of Finance Manager - [Staff Report 23-28](#),

ACTION REQUESTED: **Approve**

Fire Chief McQuead reported the reconfiguration of positions in Administration creating the position for Finance Manager.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR STINE, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to approve for hiring for the position of Finance Manager

d. Finance Manager Recruitment

To Discuss and/or approve for the hiring contract with a recruitment agency that specializes in public sector employment-[Staff Report 23-29](#)

Fire Chief McQuead reported using a recruitment agency that specializes in public sector employment as an option for hiring for the position of Finance Manager.

MOTION BY DIRECTOR HILLGREN, SECOND BY DIRECTOR MALIN, and CARRIED 4 AYES; 0 NOES; 1 ABSENT; 0 ABSTAIN to approve for the hiring contract with a recruitment agency as an option for hiring for the position of Finance Manager

4. Oral Report

a. Fire Chief:

Fire Chief McQuead reported on the upcoming Chili lunch with Sharron MacDonald and friend at Station 2. Craig McVey will be cooking the Chili. Crews will be showing off the Drones as well as the UTV.

Operations:

Deputy Chief Slattery reported on Staffing: 1 Firefighter vacancy. Current New hire is currently in backgrounds. Will be starting 2-week academy on 12/1. Live Fuel moisture November vs October overall average is up 1%. Type 6 unit from CalFire is on loan at Station 6 which we would like to purchase. Will be a great backup for us. Slattery answered questions from the board. October had a total of 463 calls vs September at 438 possibly due to Santa Anna weather up a little. OES 6309 strike team was sent to Highland fire in Riverside. They were gone for a total of 5 days. Approximately 2500 acres burned. 5-acre fire burned in Rancho Bernardo, 4 units were sent to assist San Diego Fire department

Training:

Training Battalion Chief Bennett reported that Training hours scheduled were over 1400 hours. Wrapped up UTV training, will go live on Dec 17, 2023. Posted a strike team leader class. On going training for EMS TIP's Program (Trauma Intervention Program). Began Drone Training, first round pilots for FAA license, 12 in total. Bennett answered questions from the board. Hosted Palomar Fire academy out of our training facility. Was the Lead agency for the North Zone Technical drill. Bennett presented slides on drills.



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b. **Fire Prevention:**

Fire Marshal Donner reported that Muslim cultural center across from station 5, hoping to be up in 2 years. Helen Woodward education center on El Apajo has been approved. Fire Alarm system for main building at The Inn has been completed and is up and running. Working in the Conference room next. Taking it in segments to get them up and running. Energy storage system meeting with County. Making progress on working better with each other on plan review process.

c. **Board of Directors:**

i. **North County Dispatch JPA:**

Ashcraft will not be here November 27th. Larissa from Finance has left.

ii. **County Service Area – 17:**

Transport down 15%, mutual aid is way down, and expenses are up 24%. A lot of focus on drug overdose/how to respond to it. Putting EMS training together for July 1. Narcan kits shown. Behind all defibrillators, all Emergency response vehicles, college campuses, will be available for everyone. 94% compliance with AMR/3 months, 85% Transports sent to Scripps Encinitas or La Jolla. Escondido joining Northcom in early part of 2024, Lifeguards did annual presentation presenting their calls and beach hazards and are having a problem with a hiring shortage. Chief Gordan did a presentation on Medic 266 and the possibility of combining M232 as a 24 hr unit or adding an additional 12 hrs as additional cost. CSA-17 subcommittee to review the options on this. M266 Parks at station 6 to plug in, and runs 8pm to 8am, 12-hour unit, the crew drives to North end of Encinitas.

iii. **Rancho Santa Fe Fire District Foundation:**

Met this week. Excited about Chili Luncheon with Sharron MacDonald. Working on getting more people in Foundation-moving to Quarterly meeting instead of monthly. Talked about getting a Phone amplifier for Station 6. Will help with cell phones working inside of building.

iv. **Director Comments:**

Malin:	None
Stine:	None
Tanner:	Sorry for being late
Hillgren:	None
Ashcraft:	None

2:19pm Adjourned for break

2:28pm Reconvened to open session

2:29pm Adjourned into Closed session

5. **Closed Session**

With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency Negotiators: James Ashcraft, Randy Malin, and assigned Staff.

Represented Employees: Rancho Santa Fe Professional Firefighters' Association – Local 4349

Represented Employees: Rancho Santa Fe Miscellaneous Employees

Under Negotiation: Memorandums of Understanding



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4:00pm Reconvened to Open Session

Upon reconvening to open session, President Ashcraft reported that the Board of Directors had given direction; no action taken.

6. **Adjournment**

Meeting adjourned at 4:00pm

Dave McQuead

Dave McQuead
Fire Chief

James H. Ashcraft
President

Check No.	Amount	Vendor	Purpose
37147	\$35,454.10	Advexure LLC	GRANT EXPENSES
37148	\$1,248.00	AFSS North	TRAINING: PREVENTION
37149	\$259.27	AlphaGraphics	CAPITAL - APPARATUS
37150	\$433.60	AT&T Calnet 2/3	UTILITIES: ADMIN, RSF1, RSF3
37151	\$1,623.00	Business Owner's Ins Agency	COMMERCIAL LIABILITY - AUTO
37152	\$1,681.50	C.A.P.F.	DISABILITY INSURANCE
37153	\$22,778.10	CDW Government Inc.	COMPUTERS & PRINTERS
37154	\$1,226.16	Spectrum	UTILITIES: ADMIN
37155	\$3,200.00	Cielo Village Partners LP	BUILDING: UPGRADES/REPAIRS
37156	\$1,400.00	Code Blue Consulting Inc.	GRANT EXPENSES
37157	\$3,477.00	County of SD/RCS	DISPATCH SERVICES
37158	\$764.00	David Clark Company Inc.	RADIOS
37159	\$132.80	Dish	UTILITIES: RSF6
37160	\$457.69	EDCO Waste & Recycling Inc	UTILITIES: RSF5, RSF6
37161	\$220.08	Griffin Hardware Co.	BUILDING: RSF2, OFFICE EXPENSES, TRAINING MATERIALS & SUPPLIES
37162	\$15,646.55	Industrial Commercial Systems INC.	BUILDING: ADMIN, RSF3, RSF4, UPGRADES/REPAIRS
37163	\$268.00	Integrity Data	MEMBERSHIPS & SUBSCRIPTIONS
37164	\$4,300.00	Magnesite Specialties, Inc.	BUILDING: RSF3
37165	\$1,877.11	Olivenhain Municipal Water District	UTILITIES: RSF2, RSF4
37166	\$182.19	Race Telecommunications INC	UTILITIES: RSF1
37167	\$481.99	Rincon Del Diablo Water District	UTILITIES: RSF5
37168	\$3,890.44	SC Commercial LLC	FUEL/PROPANE
37169	\$25.00	SoCal FPO	TRAINING: PREVENTION
37170	\$497.00	Streamline	PROFESSIONAL SERVICES/Website
37171	\$2,607.81	Verizon Wireless	CSA-17 CONTRACT; CELLULAR
37172	\$2,476.16	Waste Management Inc	UTILITIES: RSF1, RSF2, RSF3, RSF5
37173	\$93.48	About Service Inc	APPARATUS/VEHICLES
37174	\$740.00	Accme Janitorial Service Inc	BUILDING: UPGRADES/REPAIRS
37175	\$6,000.00	Caselle INC.	CAPITAL - EQUIPMENT
37176	\$268.01	Diamond Environmental Svcs LP	PROFESSIONAL SERVICES
37176	\$553.45	Diamond Environmental Svcs LP	PROFESSIONAL SERVICES
37177	720	Fitch Law Firm Inc	LEGAL SERVICES
37178	9409.12	Industrial Commercial Systems INC.	BUILDING: RSF1
37179	\$347.84	Jauregui & Culver Inc	BUILDING: RSF1
37180	\$525.00	K & M Pest Solutions	BUILDING: UPGRADES/REPAIRS
37181	\$300.96	Lincoln National Life Ins Co	LIFE INSURANCE

Check No.	Amount	Vendor	Purpose
37182	\$15,000.00	Pun Group	ACCOUNTING/AUDIT SVCS
37183	\$120.00	RSF Mail Delivery Solutions	OFFICE EXPENSES
37184	\$851.60	San Diego Union-Tribune LLC	ADVERTISING & LEGAL NOTICES
37185	\$2,956.36	SC Commercial LLC	FUEL/PROPANE
37186	\$1,844.93	SoCal PPE LLC	PPE
37187	\$1,938.24	ThyssenKrupp Elevator Inc	ELEVATOR
37188	\$150.00	AFSS -Southern Division	TRAINING: ADMINISTRATION
37189	\$1,705.64	AT&T Calnet 2/3	UTILITIES:ADMIN, RSF2, RSF4, RSF6
37190	\$1,224.92	Build Masters Construction	BUILDING: RSF2
37191	\$2,225.00	CDW Government Inc.	COMPUTERS & PRINTERS
37192	\$45.79	Spectrum	UTILITIES: RSF4
37193	\$299.98	Dependable Alarm Systems Inc	BUILDING: RSF2
37194	\$8,558.50	Endsight LLC	ACCOUNTING/AUDIT SVCS
37195	\$228.94	Konica Minolta Business Inc	PROFESSIONAL SERVICES/Website
37196	\$2,661.89	L N Curtis & Sons Inc	CSA-17 CONTRACT
37197	\$142.09	Napa Auto Parts Inc	FUEL/PROPANE
37198	\$684.09	Original Watermen INC.	UNIFORMS
37199	\$4,600.00	R.E. Badger & Son INC.	BUILDING: RSF2, RSF4, RSF6
37200	\$2,030.93	SC Commercial LLC	FUEL/PROPANE
37201	\$400.00	SDCFCA - Admin Section	MEETINGS & SPECIAL EVENTS
37202	\$18,108.70	SDG&E	UTILITIES: ALL STATIONS
37203	\$250.00	Sound Image Inc	BUILDING: RSF2
37204	\$328,152.16	South Coast Fire Equipment INC	CAPITAL - APPARATUS
37205	\$12,855.22	U S Bank Corporate Payment System	OFFICE EXPENSES
37206	\$7,657.51	Uniforms Plus	UNIFORMS
37207	\$260.00	A to Z Plumbing Inc	BUILDING: RSF4
37208	\$75.00	AAA Live Scan	NEW HIRES & BACKGROUNDS, GRANT EXPENSES
37209	\$47.41	Discount Tire	APPARATUS/VEHICLES
37210	\$18.31	Griffin Hardware Co.	APPARATUS/VEHICLES
37211	\$190.16	Hanna Plumbing & Supply	BUILDING: RSF2
37212	\$588.30	Home Depot INC	BUILDING: RSF5
37213	510	Industrial Commercial Systems INC.	BUILDING: RSF2
37214	\$803.00	Liebert Cassidy Whitmore	LEGAL SERVICES
37215	\$50.00	SDCFCA - EMS Section	MEMBERSHIPS & SUBSCRIPTIONS
37216	\$26.74	SoCal PPE LLC	UNIFORMS
37217	\$64.00	State of CA Dept of Justice	GRANT EXPENSES

Check No.	Amount	Vendor	Purpose
37218	\$1,034.06	Workplace Services Inc	CAPITAL - FACILITIES
37219	\$25.00	AAA Live Scan	GRANT EXPENSES
37221	\$507.92	AT&T	UTILITIES: RSF1, RSF2, RSF3, RSF5, RSF6
37222	1681.5	C.A.P.F.	DISABILITY INSURANCE
37223	\$782.00	Caselle INC.	CAPITAL - EQUIPMENT
37224	\$116.99	Charter Communications Holdings LLC (Sp	UTILITIES: ADMIN
37225	\$3,200.00	Cielo Village Partners LP	BUILDING: ADMIN
37226	\$1,106.00	Concentra	NEW HIRES & BACKGROUNDS
37227	\$568.27	Cox Communications	UTILITIES: RSF5
37228	\$654.00	DEH County of San Diego	PERMITS
37229	\$468.00	Dependable Alarm Systems Inc	UTILITIES: RSF2
37230	\$2,373.97	Direct Energy Business-Dallas	UTILITIES: RSF1
37231	\$780.04	Discount Tire	APPARATUS/VEHICLES
37232	\$120.80	Dish	UTILITIES: RSF6
37233	\$982.15	Eide Bailly LLP	CONSULTING SVCS - FINANCIAL
37234	\$9,000.00	Fader Electric	BUILDING: RSF6
37235	\$3,146.50	Fire ETC Inc	PPE
37236	\$381.88	Griffin Hardware Co.	EQUIPMENT - MINOR; BUILDING: RSF2; APPARATUS/VEHICLES
37237	\$5,697.90	Guardian Life Insurance Co	RETIREE HEALTH EXPENSE
37238	\$995.00	iSimulate LLC	CSA-17 CONTRACT
37239	\$15,965.56	L N Curtis & Sons Inc	CSA-17 CONTRACT
37240	\$826.07	Lincoln National Life Ins Co	LIFE INSURANCE
37241	\$1,717.32	Olivenhain Municipal Water District	UTILITIES: RSF2, RSF3, RSF4, RSF6
37242	\$92.00	San Diego Union-Tribune LLC	MEMBERSHIPS & SUBSCRIPTIONS
37243	\$5,398.91	SC Commercial LLC	FUEL/PROPANE
37244	\$133.60	Shred it Stericycle	OFFICE EXPENSES
37245	\$2,638.83	Verizon Wireless	CSA-17 CONTRACT, CELLULAR
23110301	\$250.00	Nick Brandow	CSA-17 CONTRACT
23110302	\$201.33	Alicea I. Caccavo	TRAINING: ADMINISTRATION
23110801	\$25.79	Alicea I. Caccavo	TRAINING: ADMINISTRATION
23110802	\$450.00	Nathan Fritchle	TRAINING: SUPPRESSION
23110803	\$212.17	Sarah Montagne	TRAINING: ADMINISTRATION
23110804	\$250.00	Aaron Frazee	CSA-17 CONTRACT
23113002	\$250.00	Josh Guzman	CSA-17 CONTRACT
23113003	\$30.17	Tanner Worley	APPARATUS/VEHICLES
	\$604,954.55		

Rancho Santa Fe Fire Protection District

List of Demands - November 2023

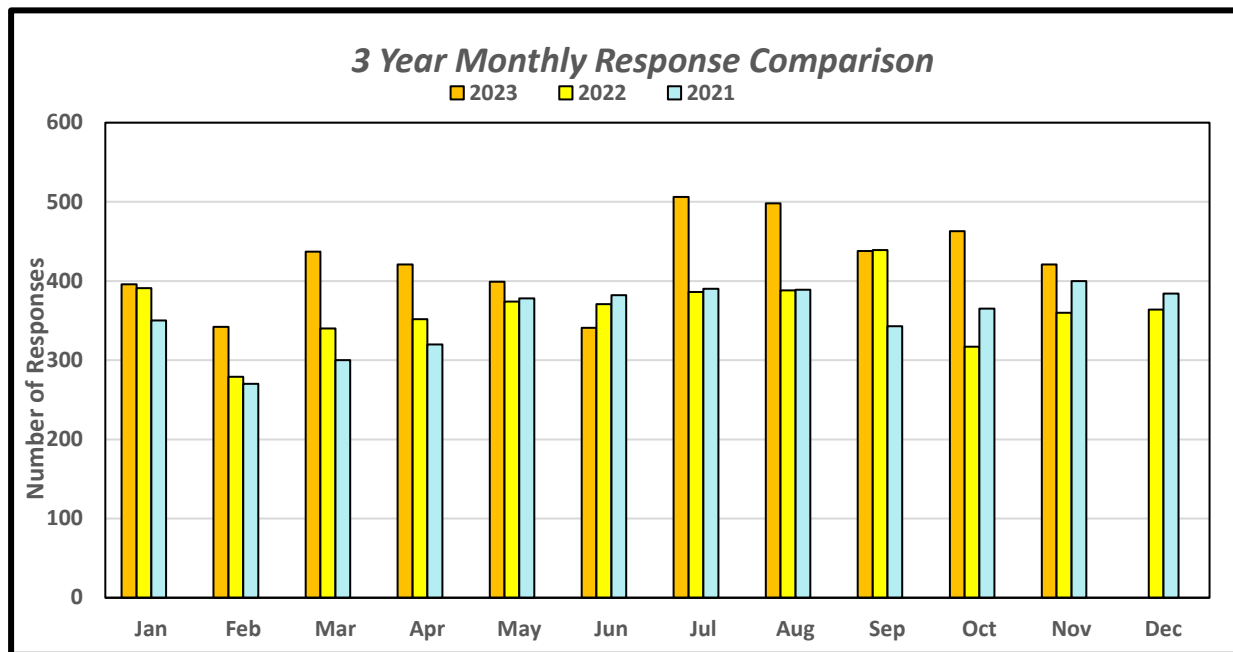
Check No.	Amount	Vendor	Purpose
ACH Transfer	\$199,505.71	CalPERS	OCTOBER RETIREMENT
ACH Transfer	\$90,700.94	CalPERS	DECEMBER HEALTH
ACH Transfer	\$26,700.62	TASC	HRA CONTRIBUTIONS
Subtotal	\$316,907.27		
11/15/2023	\$434,598.31	RSF Fire Payroll	
11/30/2023	\$284,490.43	RSF Fire Payroll	
Subtotal	\$719,088.74		
Total	\$1,640,950.56		

RSF Grant Re-Cap

Status	Date Submitted	Agency/Grantor Name	Description / Items Requested	Amount Requested	Total Received	Notes:
ACTIVE	9/30/2021	FEMA	Covid Forced Labor OT	\$ 93,084.25		RFI completed 8/2022. Under eligibility review. 2/7/23 - On follow up, UASI had no record of submission. Resubmitted application.
ACTIVE	9/7/2021	UASI FY19	Rescue Systems 1	\$ 7,705.26		Re-approved 10/10/2023 (Was \$15,196.00). Submitting reimbursement prior to 1/2024.
ACTIVE		UASI FY21	Fresno Symposium & Rescue Systems 1	\$ 20,655.00		Award letter received.
ACTIVE		UASI FY22	Fresno Symposium	\$ 15,000.00		Received Pre-Approval.
ACTIVE	9/29/2022	UASI FY23	Training	\$ 89,098.86		Elfin Forest/Harmony Grove Clean Up; Collaborating w/UrbanCorp, San Marcos Fire and Escondido Fire; 3 year grant - 1/2023-12/2025; Financials going through UrbanCorp. Work expected to be completed by end of February 2024.
ACTIVE	8/1/2022	Coastal Conservancy	Escondido Creek/San Marcos Defensible Space/Roadway Clearance	\$ 325,864.00		4 Radios purchased. Approved on extension to Feb 2024
ACTIVE		SHSGP FY21	4 Radios	\$ 22,904.00		4 Radios purchased. Award letter received.
ACTIVE		SHSGP FY22	4 Radios	\$ 20,338.00		Proposing purchase of 2 Radios. 2 MacBooks for drone program. Waiting for approval. Drone computers require a special request form to see if it can be approved. Waiting for award amount. Letter expected Jan/Feb. Overages covered by CSA-17.
ACTIVE		SHSGP FY23	2 Radios, MacBooks	\$ 20,589.02		
CLOSED	5/15/2023	SD Regional Fire Foundation (County Supervisor Terra Lawson-Remer)	70 Wildland Brush Jackets	\$ 7,380.00		Approved. Jackets received from Fire ETC.
		RSF Fire Protection District General Fund	70 Wildland Brush Jackets	\$ 9,286.97		
CLOSED	5/15/2023	SD Regional Fire Foundation	E-Hydraulic Extrication Tools	\$ 5,000.00		Approved. Tools received from LN Curtis.
		County Supervisor Terra Lawson-Remer	E-Hydraulic Extrication Tools	\$ 20,000.00		
		RSF Fire Protection District General Fund	E-Hydraulic Extrication Tools	\$ 20,000.00		
CLOSED	1/30/2021	OTS	Struts, Airbags, Circ. Saw (Extrication)	\$ 15,181.23	\$ 15,181.23	Check received; Final Quarterly report provided to OTS. Process is officially closed.
CLOSED	6/1/2022	SD Regional Fire Foundation	Mental Health Program Support	\$ 3,000.00	\$ 3,000.00	Check received. Presentation given at prior Board Meeting. Process is officially closed.
CLOSED	3/11/2021	DEPT OF THE TREASURY (ARPA)	COVID-19 Recovery Funds	\$ 329,000.00	\$ 329,000.00	5/12: All documentation submitted to County & approved; Check received. Process is officially closed.
CLOSED	4/21/2023	RSF Association	Firefighter of the Year Award	\$ 750.00	\$ 750.00	Scott Schieber accepted. Process is officially closed.
CLOSED	10/15/2021	CSDA (CA Special Districts)	COVID-19; Staffing and Supplies	\$ 6,163,371.00	\$ 1,154,981.00	Check received. Audit complete.
CLOSED	7/6/2022	UASI FY20	Training; L-954 Course	\$ 15,196.00	\$15,196.00	Approved 04/08/2022. Check Received 9/2023. Check received. Utilizing funds for Via Ambiente Roadway Clearance; Work completed and payment received.
CLOSED	5/12/2020	FEMA	Vegetation Management	\$ 18,000.00	\$ 17,000.00	
RSF Fire District Foundation						
	12/7/2021	RSF Foundation	Forcible Entry	\$ 8,905.00	\$ 8,905.00	(1) Multi-Force Door (Forcible Entry Door Simulator). 50/50 split with the District for pendants, cell guards for Staff and harmonizers for each facility.
	9/21/2021	RSF Foundation	GIA Wellness	\$ 8,537.50	\$ 8,537.50	10 UVC LED Disinfecting Air Purifiers.
	8/19/2021	RSF Foundation	UVC Air Disinfecting	\$ 1,000.00	\$ 1,000.00	Completed.
	8/19/2022	RSF Foundation (Sharon McDonald)	E-Hydraulic Extrication Tools	\$ 45,000.00	\$ 45,000.00	Approved.
	2/22/2023	RSF Foundation	Station 6 Improvements	\$ 203,000.00	\$ 203,000.00	Approved. Items in Service.
	4/1/2023	RSF Foundation (Sharon McDonald)	UTV/Radios	\$ 196,337.00	\$196,337.00	Approved. Items delivered.
	6/16/2023	RSF Foundation	RSF3 Barbecue	\$ 1,000.00	\$1,000.00	Approved. Item delivered. Ongoing purchases procured as needed for Drone program.
	9/1/2023	RSF Foundation (Sharon McDonald)	Drone Program	\$ 50,000.00	\$50,000.00	
	11/27/2023	RSF Foundation (Sharon McDonald)	TICs	\$ 25,000.00	\$25,000.00	Change since previous re-cap

Rancho Santa Fe Fire Protection District Operations Report

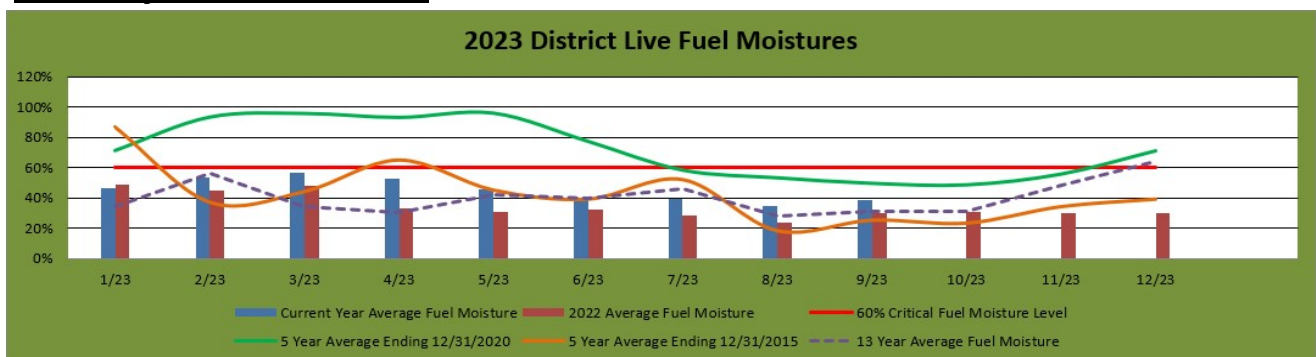
December 2023



3 Year Call Volume Tracker:

2023		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
	Responses	396	342	437	421	399	341	506	498	438	463	421		4,662
	YTD	396	738	1175	1596	1995	2336	2842	3340	3778	4241	4662		
2022		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
	Responses	391	279	340	352	374	371	386	388	439	317	360	364	4,361
	YTD	391	670	1010	1362	1736	2107	2493	2881	3320	3637	3997	4361	
2021		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD Responses
	Responses	350	270	300	320	378	382	390	389	343	365	400	384	4,271
	YTD	350	620	920	1240	1618	2000	2390	2779	3122	3487	3887	4271	

Monthly Fuel Moisture:



Rancho Santa Fe Fire Protection District Operations Report

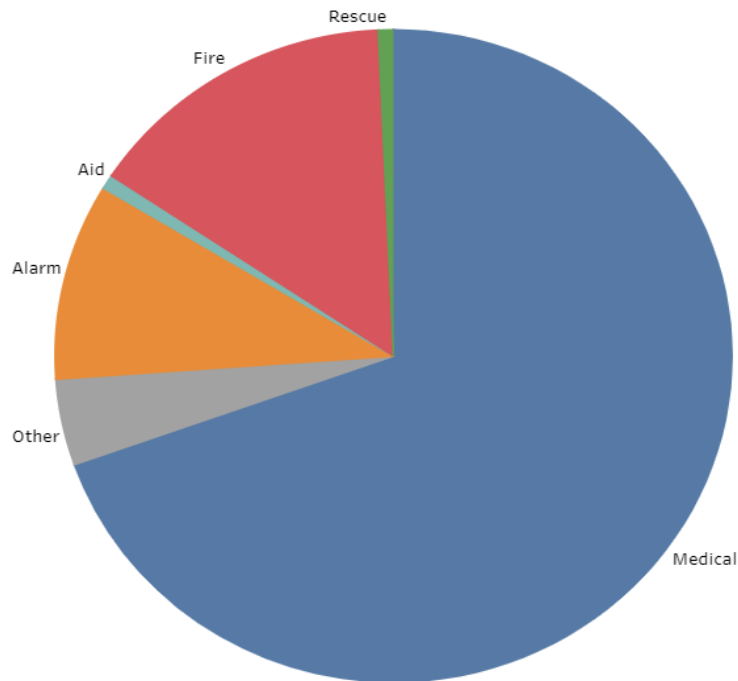
December 2023

Monthly Incidents

Assigned Incidents for RANCHO SANTA FE FPD
November 2023

Agency
RANCHO SANTA FE FPD

Month and Year
November 2023



Medical	293 incidents / 69.60%
Fire	63 incidents / 14.96%
Alarm	41 incidents / 9.74%
Aid	3 incidents / 0.71%
Rescue	3 incidents / 0.71%
Other	18 incidents / 4.28%
Grand Total	421 incidents / 100.00%

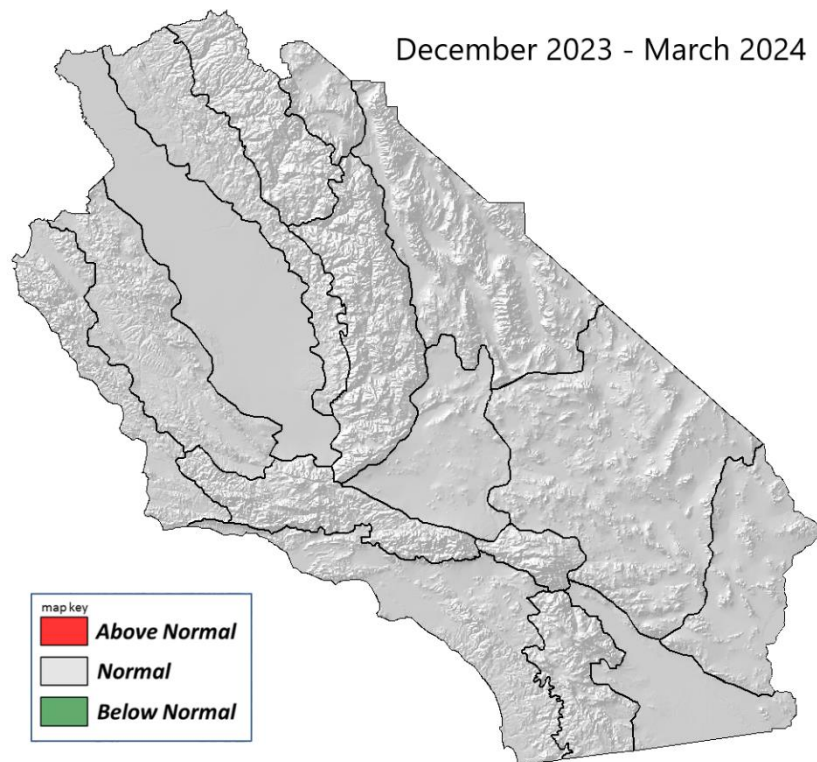
Problem Category

- Medical
- Other
- Alarm
- Aid
- Fire
- Rescue

Assigned incidents for all RANCHO SANTA FE FPD units.

Significant Incidents:

Date:	Incident:	Units Assigned:
11/23/2023	Strawberry Incident	E261, BR262, E263, OES 6309 WT266, B261



***Monthly Images will only be shown when there are changes**

December 2023 – March 2024 South Ops Highlights

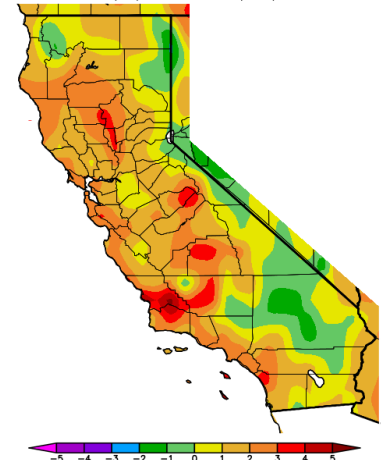
- The odds show a slight to moderate tilt in favor of a cooler and wetter December 2023 – March 2024 forecast period.
- The odds tilt towards above normal dead fuel moisture to occur for the majority of the forecast period.
- The odds tilt strongly towards El Niño conditions to persist for the entirety of the forecast period.

Weather Discussion

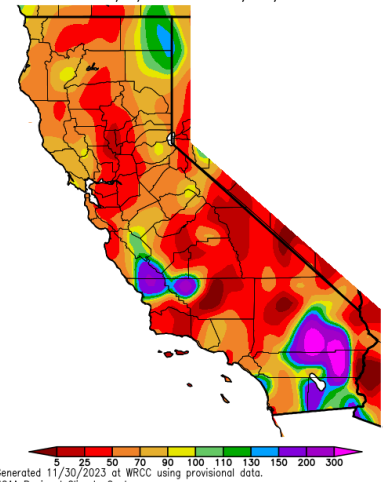
November 2023 was warmer and drier for most of the region (**Figures 1 and 2**). This was primarily attributed to persistent low pressure off the California coast with high pressure over the Great Basin. This overall synoptic pattern favors offshore winds as wind blows from high pressure to low pressure.

Latest sea surface temperature (SST) anomalies show El Niño conditions across the equatorial Pacific. The latest SST anomaly pattern represents a traditional East Pacific El Niño as the warmest SST anomalies remain in the eastern Equatorial Pacific. However, there are indications of this traditional East Pacific El Niño starting to transition into a Central Pacific El Niño Modoki as SST anomalies have increased in Niño 3.4 Region (central equatorial Pacific) (**Figure 3**) while SST anomalies are remaining steady to slightly falling in Niño 1+2 Region (eastern equatorial Pacific) (**Figure 4**).

Ave. Temperature dep from Ave (deg F)
11/1/2023 – 11/29/2023



Generated 11/30/2023 at WRCC using provisional data.
NOAA Regional Climate Centers
**Fig 1: November 1st – November 29th
Temperature Departure from Average**
Percent of Average Precipitation (%)
11/1/2023 – 11/29/2023



Generated 11/30/2023 at WRCC using provisional data.
NOAA Regional Climate Centers
**Fig 2: November 1st – November 29th
Precipitation (% of Ave.)**

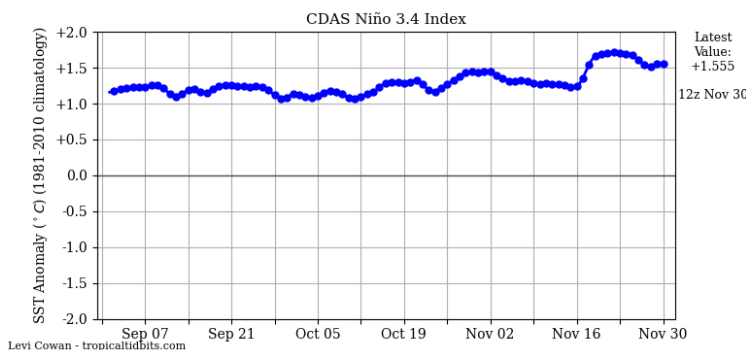


Fig 3: Niño 3.4 Region SST Anomaly

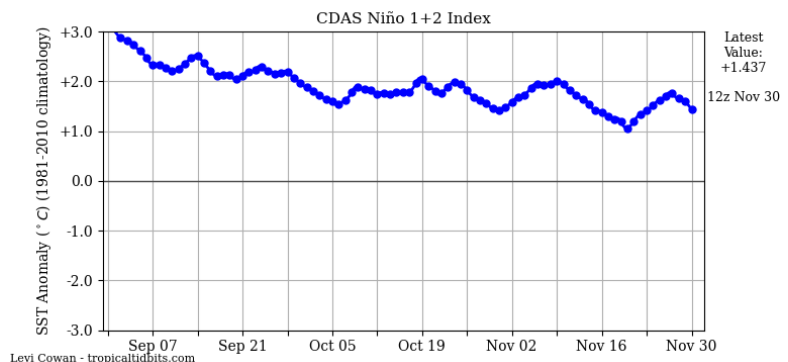
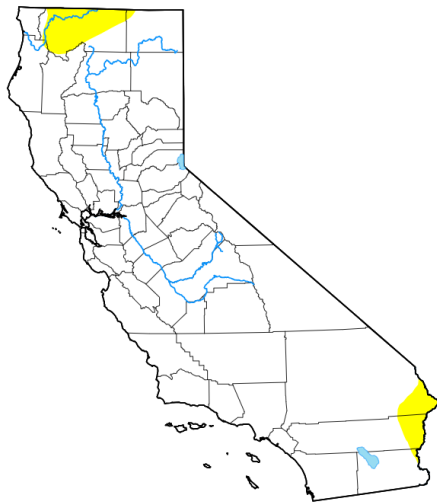


Fig 4: Niño 1+2 Region SST Anomaly

Fuels Discussion

Latest U.S. drought monitor shows zero areas currently in drought status currently across Southern California (**Figure 5**). The only thing to note here is the Eastern Deserts are abnormally dry (D0), however this is not yet drought status. Live Fuel Moistures remain above normal for this time of the year (**Figure 6**). 1000-hour dead fuel moisture shows a variance ranging from below normal moisture across most of the northern Predictive Services Areas (PSAs) and either near or above normal for most of the southern PSAs (**Figure 7**).

However, the odds show a moderate tilt towards a wetter than normal December 2023 – March 2024 4-month period which supports wetter than normal dead fuels for the majority of this 4-month period.



Map released: Thurs. November 30, 2023

Data valid: November 28, 2023 at 7 a.m. EST

Intensity

- None
- D0 (Abnormally Dry)
- D1 (Moderate Drought)
- D2 (Severe Drought)
- D3 (Extreme Drought)
- D4 (Exceptional Drought)
- No Data

Authors

United States and Puerto Rico Author(s):
David Simeral, Western Regional Climate Center

Pacific Islands and Virgin Islands Author(s):
Richard Heim, NOAA/NCEI

Fig 5: USDA Drought Monitor November 30th

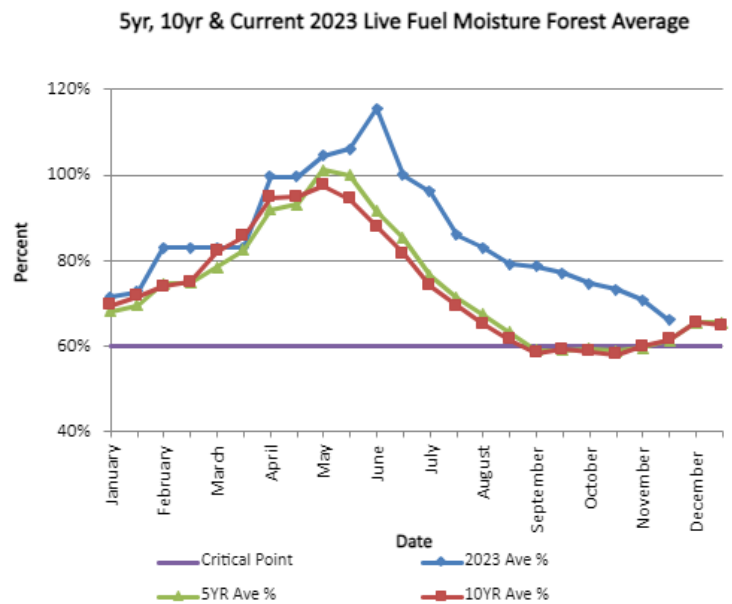


Fig 6: LPF Live Fuel Moisture November 15th

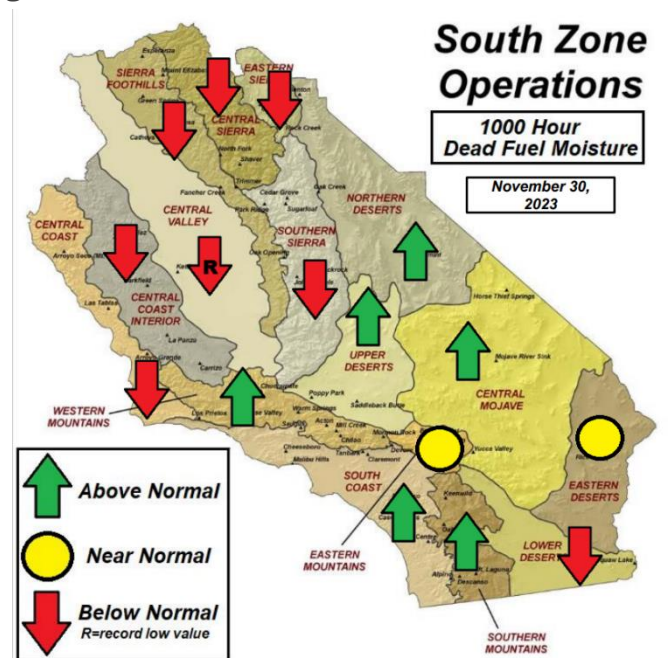


Fig 7: 1000hr Dead Fuel Moisture by PSA Map

SOUTH OPS OUTLOOK

East Pacific El Niño conditions continue as we enter December 2023 (**Figure 8**). Climate models suggest a gradual transition from a traditional East Pacific El Niño to a Central Pacific El Niño Modoki during the 4-month DJFM period. This means the core of the warm SST anomalies in the equatorial Pacific will move from the East Pacific to the Central Pacific. Comparing the current pattern to various analog years, the odds show a slight to moderate tilt towards above normal precipitation for Southern California. Climate models support this solution (**Figure 9**) as all but one member of the North American Multi-Model Ensemble (NMME) shows a moderate tilt in the odds towards a wetter than normal December – March period. CFSv2 forecast monthly Mean Sea Level Pressure (MSLP) anomalies suggest the best chance for intermittent dry spells to be in the first half of the 4-month period as this solution shows a greater chance for high pressure over the Northern Rockies in December and January than in February and March.

In conclusion, the odds tilt in favor of large-fire potential to remain near normal for all 16 PSAs with the climatological normal for large fires being zero across all 16 PSAs for this time of the year. The combination of above normal fuel moisture for larger dead fuels and live fuels coupled with the El Niño pattern and absence of drought support this tilt in the odds for the December 2023 – March 2024 4-month period.

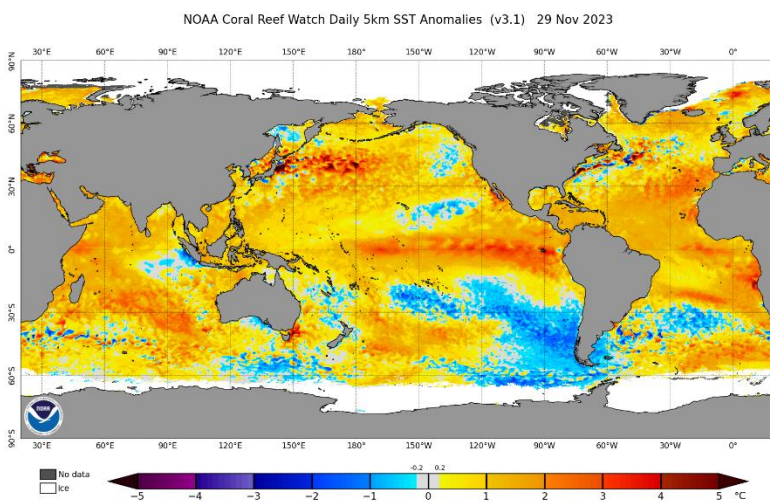


Fig 8: Sea Surface Temperature Anomaly, November 29th, 2023

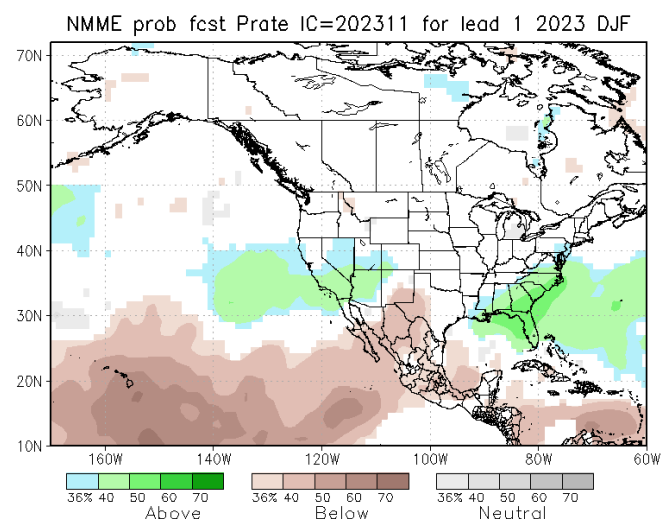
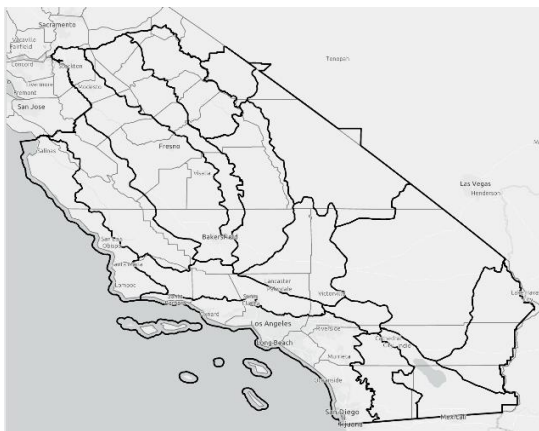


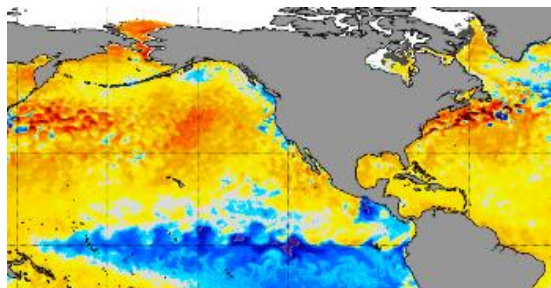
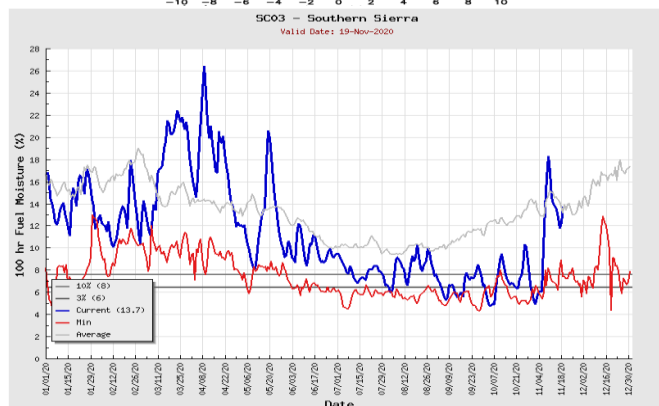
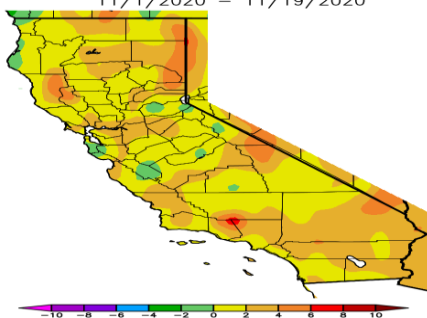
Fig 9: NMME December 2023 – February 2024 3-month Precipitation Anomaly Forecast

Maps with Counties and Select Intel Links used in the forecast



December 2023 – March 2024

Av. Max. Temperature dep from Ave (deg F)
11/1/2020 – 11/19/2020



Climate

- <https://calclim.dri.edu/pages/anommaps.html>
- <https://droughtmonitor.unl.edu/>

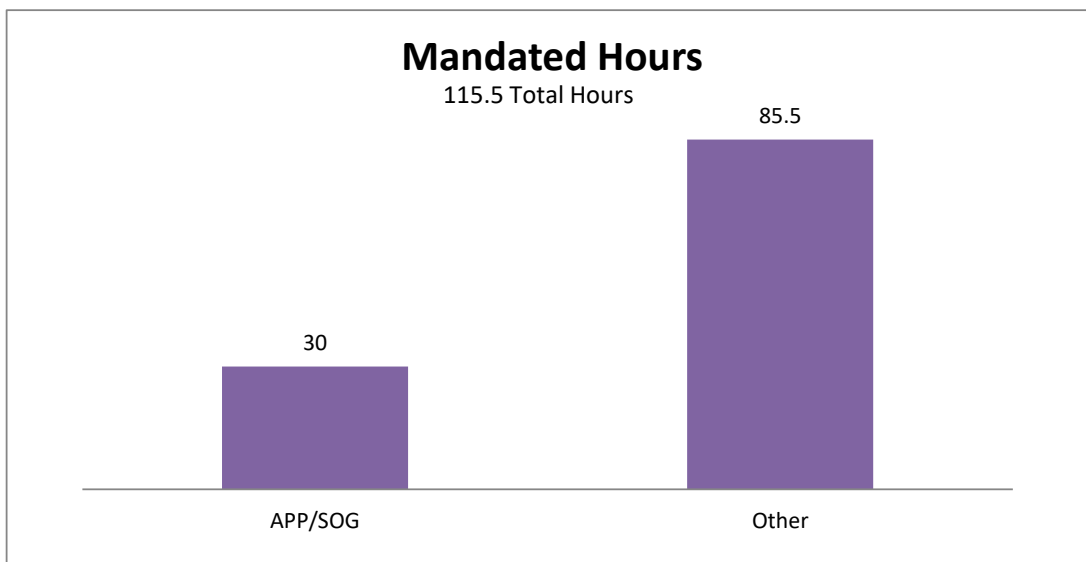
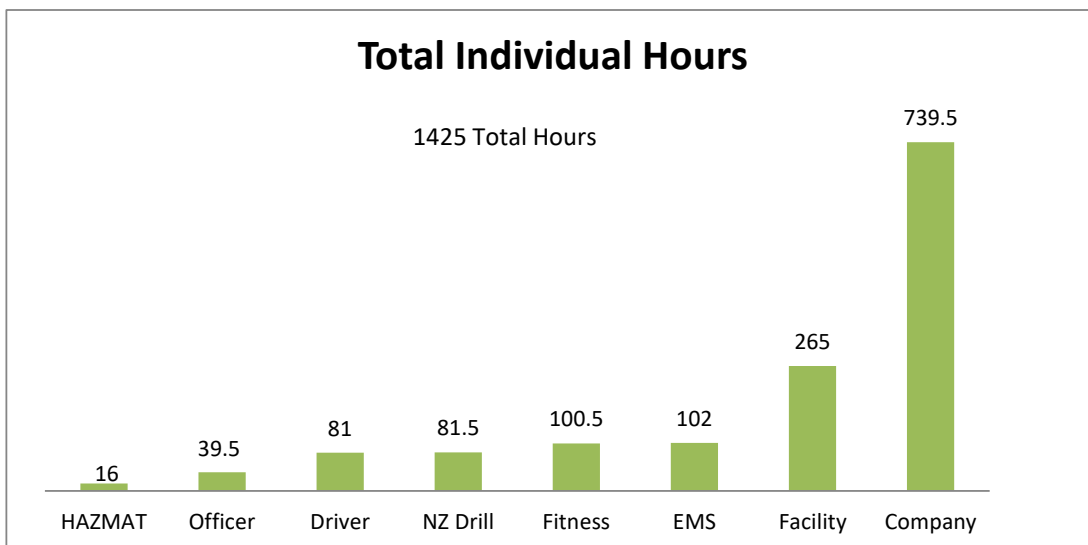
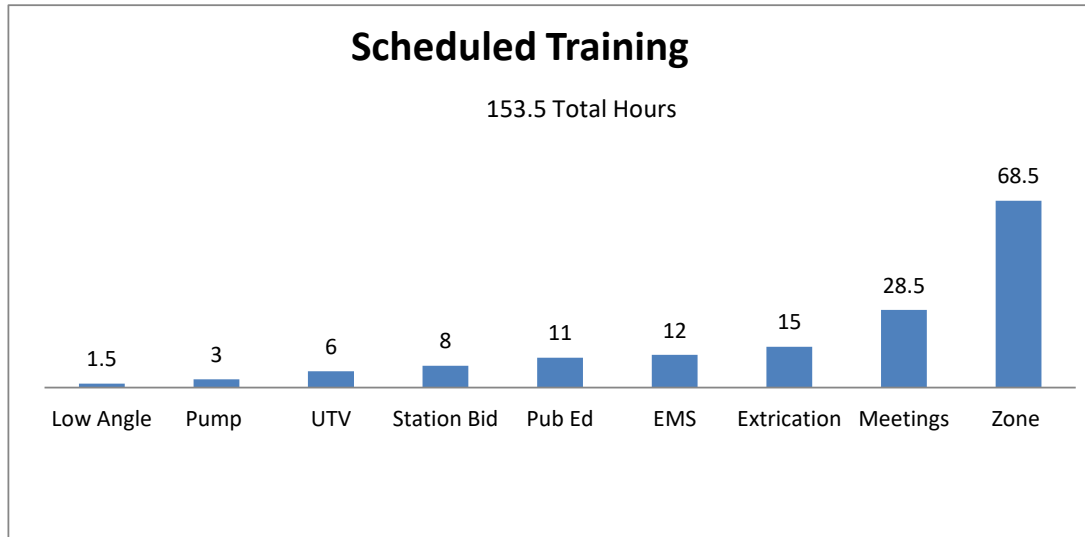
100 hr dead fuel moisture

- https://gacc.nifc.gov/oscc/fuelsFireDanger_Hundred.php

Current sea surface temperatures

- <https://www.ospo.noaa.gov/Products/ocean/sst/anomaly/>
- <https://www.tropicaltidbits.com>

Training Division
November 2023



See next page for descriptions.

PLAN REVIEWS					
Plan Type	# of New Reviews	# of Resubmittals	Approved New SQFT (Mit Fees)	SQFT Reviewed (No Mit Fees)	Total SQFT Reviewed
New Residential	15	13	15122	92948	0
Residential Additions/Remodels	16	10	14940	46406	0
New Commercial	1	0	0	14110	0
Commercial T.I.	7	0	0	9382	0
Tents/Special Events	1	0	0	0	0
Rack Storage	0	0	0	0	0
Preliminary	15	2	0	34666	0
Fire Suppression Systems	6	0	0	0	0
Alarms	5	0	0	0	0
Landscaping	31	4	0	0	0
Grading/Mylars/Improvement Plans	6	0	0	0	0
Underground	0	0	0	0	0
Hood System	1	0	0	0	0
Tanks	2	0	0	0	0
Cell Sites	5	0	0	0	0
DSS/CCL	0	0	0	0	0
DPLU	1	0	0	14110	0
Solar Panels	2	0	0	0	0
High Piled Storage	0	0	0	0	0
High Hazard/Communications/Other	0	0	0	0	0
Spray Booth	0	0	0	0	0
Fire Protection Plans	0	0	0	0	0
Technical Reports	0	0	0	0	0
TOTAL	114	29	30062	211622	0

INSPECTIONS	
Inspection Type	# of Inspections
Alarms	11
Fire Supression Systems	16
Building Construction	15
Landscaping	3
Tent/Special Event	2
Gates/Knox	-
Site Visit	2
Technical Report/FPP	-
Underground	2
Annual Inspection	6
DSS Licensing	-
Other	-
TOTAL	57

SPECIAL PROJECTS	
Project Type	# of Projects
Grants	1
GIS	1
Forms (Updates/New)	-
Project Research	-
Computer Programming/I.T.	3
Emergency Response Support	-
Annual Mailer (Weed Abatement)	-
Board Report Formatting/ Design	-
Other	-
TOTAL	5

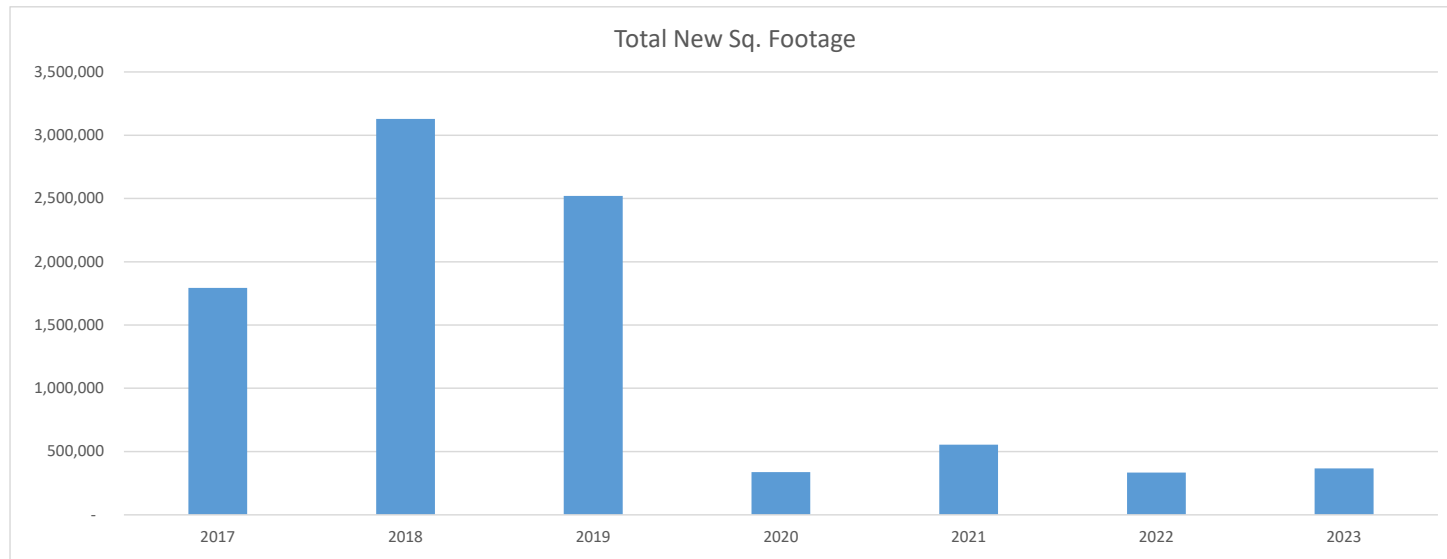
MEETINGS	
Meeting Type	# of Meetings
H.O.A	9
Staff	14
Board	1
On-Site Project Meetings	10
In-Office Project Meetings	23
Shift	-
Captain's	-
Weed Abatement	18
County	7
Code Development	-
Support/I.T. Development	4
San Diego County FPO's	5
Community Stakeholder Meetings	1
North Zone	1
Other	2
TOTAL	95

TRAINING/EDUCATION	
No. of Training Classes	Staff Hours
0	0
0	6
0	0
0	0
0	0
TOTAL	6

WEED ABATEMENT	
Activity	# of Inspections
Weed Abatement Inspection	-
Weed Abatement Reinspection	-
1st Notice	115
Final Notice	147
Posting	10
Notices Printed	276
Abated	241
Forced Abatement	-
TOTAL	789

OFFICE SUPPORT	
Activity	# Completed
Phone Calls	950
Correspondence	6,740
Walk in/Counter	212
Knox Application Request	3
Burn Permits	2
Plans Accepted/Routed	76
Special Projects	2
Scanning Documents/Electronic Files	64
Meetings: Admin/Prevention/Admin Shift	6
Post Office Runs	-
Deposit Runs/Preparations	1
TOTAL	8,056

Rancho Santa Fe Fire Protection District
Fire Prevention Bureau Monthly Activity Summary



Total New Square Footage (*Reflected in Chart Above)

Year	Total
2017	1,793,936
2018	3,128,964
2019	2,519,545
2020	336,899
2021	554,173
2022	333,814
2023	366,318

Total New Square Footage Only

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2020	29,226	41,043	38,102	25,751	38,400	7,290	16,516	15,384	77,848	15,070	22,529	9,740
2021	29,808	23,298	50,000	29,760	7,104	19,361	24,413	1,794	33,357	106,768	99,103	129,407
2022	42,895	14,666	32,871	8,805	39,325	42,871	18,679	21,916	23,981	18,782	46,658	22,365
2023	18,185	62,584	62,584	26,121	29,280	19,320	35,530	43,154	6,591	32,907	30,062	

Comparison Total Reviewed Square Footage

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2019	240,861	691,306	274,736	307,024	412,556	248,869	287,395	424,065	250,518	742,439	440,335	137,995
2020	40,748	86,593	145,794	76,506	54,651	42,950	47,950	91,532	163,417	127,963	59,192	47,677
2021	90,462	89,135	111,456	98,218	118,557	151,000	203,116	254,055	312,253	204,313	171,023	137,116
2022	128,254	204,226	162,816	250,473	176,018	115,972	27,777	130,623	261,094	319,242	219,859	243,944
2023	212,285	345,997	283,413	401,980	136,835	240,963	144,320	111,107	46,952	98,828	211,622	

RESOLUTION No. 2023-14

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND.

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Rancho Santa Fe Fire Protection District Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the district.

NOW THEREFORE, BE IT RESOLVED, that the Rancho Santa Fe Fire Protection District Board of Directors hereby authorizes the deposit and withdrawal of district monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following Rancho Santa Fe Fire Protection District officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Dave McQuead – Fire Chief Signature_____

Burgen Havens – Interim Finance Manager Signature_____

Brian Slattery – Deputy Chief Signature_____

Marlene Donner – Fire Marshal Signature_____

James Ashcraft – President Signature_____

Section 2. This resolution shall remain in full force and effect until rescinded by the Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED, by the Board of Directors of Rancho Santa Fe Fire Protection, in San Diego County of State of California on December 13, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST:

Dave McQuead
Fire Chief

RESOLUTION No. 2023-15

A RESOLUTION OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS AUTHORIZING SIGNERS ON DISTRICT BANK ACCOUNTS

WHEREAS, the Rancho Santa Fe Fire Protection District (hereafter "RSFFPD") has authorized the payment of accounts payable, payroll, workers compensation, and acceptance of credit cards and grant funding in accordance with District policy; and

WHEREAS, it was necessary to establish a local interest-bearing checking accounts as a depository in accordance with State of California Government Code section 53667, and as a clearing account for the processing of accounts payable, payroll, workers compensation, and the receipt of monies for payment of services and grants; and

WHEREAS, Rancho Santa Fe Fire Protection District, in accordance with board policy requires two signatures for all checks remitted.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Rancho Santa Fe Fire Protection District the following:

- 1) The RSFFPD shall, as required, transfer funds from the County of San Diego Treasurer to the Agency's banking accounts as provided herein.
- 2) The RSFFPD shall, as required, transfer funds to the established checking accounts for the following:
 - a) Payroll – California Bank & Trust, Encinitas, California, branch as a depository
 - b) Accounts Payable – Pacific Western Bank, Rancho Santa Fe, California, branch as a depository
 - c) Credit Card – Bank of America, Rancho Santa Fe, California branch as a depository
 - d) Workers Comp – Bank of America, Rancho Santa Fe, California branch as a depository
 - e) Savings – Bank of America, Rancho Santa Fe, California branch as a depository
 - f) Investment – California State Treasurer, Local Agency Investment Fund (LAIF)
 - g) Investment – Cal Trust, a Public Agency
 - h) Investment – CA Class, a joint powers authority
- 3) The RSFFPD shall, as required, transfer funds to and from the following investment accounts.
- 4) Any two of the personnel listed on "Exhibit A" must sign all checks and/or requests for transfers on behalf of Rancho Santa Fe Fire Protection District.
- 5) The RSFFPD will perform monthly bank account reconciliations in accordance with sound accounting principles and practices.
- 6) The signatories listed in this resolution (Exhibit A), shall become effective **December 14, 2023**.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on **December 13, 2023**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

James H. Ashcraft
President

ATTEST:

Dave McQuead, Fire Chief

EXHIBIT "A"

Dave McQuead
Fire Chief _____ Signature

Burgen Havens
Interim Finance Manager _____ Signature

Brian Slattery
Deputy Chief _____ Signature

Marlene Donner
Fire Marshal _____ Signature

RESOLUTION 2023-16

A RESOLUTION OF THE FIRE CHIEF OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ADOPTING THE RESTATED AND AMENDED CAFETERIA PLAN DOCUMENT

WHEREAS, the Rancho Santa Fe Fire Protection District (the “District”) sponsors certain welfare benefit plans, including medical, vision, and dental insurance coverage plans, for the benefit of the District’s eligible employees; and

WHEREAS, from time to time, participating employees are required to fund the cost of those benefits through deductions from their District salary; and

WHEREAS, under the tax laws, those salary deductions qualify as nontaxable if made under a “cafeteria plan” within the meaning Section 125 of the Internal Revenue Code; and

WHEREAS, the District previously adopted the Rancho Santa Fe Fire Protection District Cafeteria Plan (“Plan”); and

WHEREAS, the District’s Fire Chief believes it to be in the District’s best interest to make modifications to the Plan and adopt a restated and amended Plan document.

NOW, THEREFORE, BE IT RESOLVED, that effective January 1, 2024, the Fire Chief hereby adopts the restated and amended Rancho Santa Fe Fire Protection District Cafeteria Plan (“Plan”) substantially in the document (Exhibit A) attached, with any revisions recommended by legal counsel.

RESOLVED FURTHER, that of the benefits that may be offered under the Plan, only pre-tax salary deductions directed to medical and dental benefit premiums will be provided until subsequent action by District’s Board of Directors or the Fire Chief. The District’s Board of Directors provides authorization to the Fire Chief to modify and approve future changes to the Plan within the meaning Section 125 of the Internal Revenue Code.

ADOPTED, SIGNED, AND APPROVED THIS 13th day of December 2023.

Dave McQuead, Fire Chief

Ratified at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on December 13, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST:

Dave McQuead
Fire Chief

STAFF REPORT

NO. 23-30

TO: BOARD OF DIRECTORS
DAVE MCQUEAD, FIRE CHIEF
FROM: BRIAN SLATTERY, DEPUTY CHIEF
SUBJECT: SECTION 125 CAFETERIA PLAN
DATE: DECEMBER 13, 2023



RECOMMENDATION

The Fire Chief & Deputy Chief recommends the Board of Directors ratify, by Resolution the Section 125 Cafeteria plan update and restated effective January 1, 2024.

STAFF ANALYSIS

The District adopted, signed and approved by Resolution on the 30th day of December 2022, a Cafeteria Plan to permit eligible employees to pay for their share of contributions for benefits on a pre-tax salary redirection basis. This adopted plan became in effect for January 1, 2022, to provide for pre-tax benefits. Prior to this date, the District did not have a Cafeteria Plan in place.

The Rancho Santa Fe Fire Protection District Cafeteria Plan Restated Effective January 1, 2024, reflects current practice and is in line with RSFFPD employee benefits.

The updated plan is recommended by staff and has been reviewed by legal counsel.

Exhibit A

**RANCHO SANTA FE FIRE PROTECTION DISTRICT
CAFETERIA PLAN**

RESTATED EFFECTIVE JANUARY 1, 2024

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RANCHO SANTA FE FIRE PROTECTION DISTRICT

CAFETERIA PLAN

INTRODUCTION

Rancho Santa Fe Fire Protection District ("Employer") has adopted this Plan effective January 1, 2022 and restated effective January 1, 2024, to permit eligible Employees to pay for their share of contributions for benefits on a pre-tax salary redirection basis. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. The Plan shall be known as the Rancho Santa Fe Fire Protection District Cafeteria Plan (the "Plan"). The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended, and regulations thereunder.

ARTICLE I DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.3 **"Board of Directors"** means the Rancho Santa Fe Fire Protection District's Board of Directors.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"COBRA"** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

1.6 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.7 **"Contributions"** means the amount contributed to pay for the cost of Benefits.

1.8 **"Compensation"** means wages or salary paid to an Employee from the Employer, determined prior to (a) any Salary Redirection election under this Plan; and (b) any compensation reduction under any Code §132(f)(4) plan; but determined after (d) any salary deferral elections under any Code §401(k), 403(b), 408(k), or 457(b) plan or arrangement. Thus, "Compensation" generally means wages or salary paid to an Employee by the Employer, as reported in Box 1 of Form W-2, but adding back any wages or salary forgone by virtue of any election described in (a) or (b) of the preceding sentence.

1.9 **"Dental Insurance Benefits"** means the Employee's Dental Insurance Plan coverage for purposes of the Plan.

1.10 **"Dental Insurance Plan"** means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents that may be eligible under the terms of such plan), providing dental type benefits through a group insurance policy or policies, if separate from the Medical Insurance Plan. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

1.11 **"Dependent"** means, for the purposes of health coverage to the extent funded under the Health and Dental Insurance Premium Payment Component, (1) any individual who qualifies as a dependent under Code Section 152 (as modified by Code Section 105(b)); (2) any child (as defined in Code §152(f)(1)) of the Participant who as of the end of the taxable year has not attained age 27, and (3) any child of the Participant to whom IRS Revenue Procedure 2008-48 applies (regarding certain children of divorced or separated parents who receive more than half of their support for the calendar year from one or both parents and are in the custody of one or both parents for more than half of the calendar year).

1.12 **"Effective Date"** means January 1, 2022.

1.13 **"Election Period"** (otherwise referred to as the "Open Enrollment Period") means the period or periods preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. Generally, the Election Period for the Health Insurance Premium Payment Benefit occurs in part of September and October and the Election Period for the Dental Insurance Premium Payment Benefit occurs in part of November and December. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.14 **"Eligible Employee"** means any Employee who is eligible to participate in the Plan, as provided in Section 2.1.
An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors. Notwithstanding the above, "Eligible Employee" does include former Employees for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

1.15 **"Employee"** means any person who the Employer classifies as a common-law employee and who is on the Employer's W-2 payroll, but does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code §414(n)) or individual classified by the Employer as an independent contractor for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; (c) any self-employed individual; (d) any partner in a partnership; and (e) any more-than-2% shareholder in a Subchapter S corporation. The term Employee does include former Employees for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.

1.16 **"Employer"** means Rancho Santa Fe Fire Protection District and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 **"Medical Insurance Benefits"** means the Employee's Medical Insurance Plan coverage for purposes of this Plan.

1.19 **"Medical Insurance Plan"** means the plan(s) that the Employer maintains for its Employees (and for their Spouses and Dependents who may be eligible under the terms of such plan), providing major medical-type benefits through a group insurance policy or policies. The Employer may substitute, add, subtract, or revise at any time the menu of such plans and/or the benefits, terms, and conditions of any such plans. Any such substitution, addition, subtraction, or revision will be communicated to Participants and will automatically be incorporated by reference under this Plan.

1.20 **"Participant"** means any Eligible Employee who elects to participate in the Plan pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.21 **"Period of Coverage"** means the Plan Year, with the following exceptions: (a) for Employees who first become eligible to participate, it shall mean the portion of the Plan Year following the date on which participation commences, as described in Sections 2.1 and 2.2; and (b) for Employees who terminate participation, it shall mean the portion of the Plan Year prior to the date on which participation terminates, as described in Section 2.4.

1.22 **"Plan"** means the Rancho Santa Fe Fire Protection District Cafeteria Plan.

1.23 **"Plan Document"** means this document for the Plan, including all amendments thereto.

1.24 **"Plan Year"** means the 12-month period beginning January 1 and ending December 31.

The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.25 **"Premium Payment Benefits"** means the Premium Payment Benefits that are paid for on a pre-tax Salary Redirection basis as described in Section 3.2.

1.26 **"Premium Payment Component"** means the component of this Plan described in Article VI.

1.27 **"Salary Redirection"** means the amount by which a Participant's Compensation is reduced and applied by the Employer on behalf of Participants under the Plan to pay for one or more Benefits pursuant to Section 3.1, before any applicable state and/or federal taxes have been deducted from the Participant's Compensation (i.e., on a pre-tax basis). The Salary Redirection contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.28 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce their Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and subsequently does not become currently available to the Participant.

1.29 **"Spouse"** means an individual who is treated as a spouse as determined for Federal tax purposes.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Every Eligible Employee is a Participant. An individual is eligible to participate in this Plan if the individual: (a) is an Employee; (b) is eligible for the Medical Insurance Plan (whether or not coverage under such plan has been elected); and (c) meets the eligibility requirements, if any, specified in an applicable memorandum of understanding, resolution, or contract. Eligibility for Medical and Dental Insurance Premium Payment Benefits shall also be subject to the additional requirements, if any, specified in the Medical and Dental Insurance Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An individual will become a Participant on the first date they become an Eligible Employee.

2.3 APPLICATION TO PARTICIPATE

An Eligible Employee shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change

their Benefit elections pursuant to Section 5.4 hereof. An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which they wish to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- a) Termination of employment or loss of eligibility. The Participant ceases to be an Eligible Employee, except for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan;
- b) Death. The Participant's death, subject to the provisions of Section 2.6; or
- c) Termination of the plan. The termination of this Plan, subject to the provisions of Section 10.2.

Termination of participation in this Plan will automatically revoke the Participant's elections. The Medical and Dental Insurance Benefits will terminate as of the date(s) specified in the Medical and Dental Insurance Plans.

2.5 PARTICIPATION FOLLOWING TERMINATION OF EMPLOYMENT OR LOSS OF ELIGIBILITY

If a Participant's employment with the Employer is terminated for any reason other than death, their participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- a) If a Participant terminates their employment for any reason, including (but not limited to) disability, retirement, layoff, or voluntary resignation, and then is rehired within 30 days or less after the date of a termination of employment, then the Employee will be reinstated with the same elections that such individual had before termination.
- b) If a former Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, then the individual may make new elections as a new hire as described in Section 2.1. Notwithstanding the above, an election to participate in the Medical Insurance Premium Payment Benefit or Dental Insurance Premium Payment Benefit will be reinstated only to the extent that coverage under the Medical Insurance Plan or Dental Insurance Plan is reinstated.
- c) If an Employee (whether or not a Participant) ceases to be an Eligible Employee for any reason (other than for termination of employment), including (but not limited to) a reduction of hours, and then becomes an Eligible Employee again, the Employee must complete any applicable waiting period before again becoming eligible to participate in the Plan.

2.6 DEATH

If a Participant dies, their participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent.

2.7 FMLA LEAVES OF ABSENCE

Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying leave under the Family and Medical Leave Act of 1993 ("FMLA"), then to the extent required by the FMLA, the Employer will continue to maintain the Participant's Medical and Dental Insurance Benefits on the same terms and conditions as if the Participant were still an active Employee. That is, if the Participant elects to continue their coverage while on leave, the Employer will continue to pay its share of the Contributions.

Employer may require Participants to continue all Medical and Dental Insurance Benefits coverage while they are on paid leave, provided that Participants on non-FMLA paid leave are required to continue such coverage. If so, the Participant's share of the Contributions shall be paid by the method normally used during any paid leave (e.g., on a pre-tax Salary Redirection basis).

In the event of unpaid FMLA leave (or paid FMLA leave where coverage is not required to be continued), a Participant may elect to continue their Medical and Dental Insurance Benefits during the leave. If the Participant elects to continue coverage while on FMLA leave, then the Employer and Participant may reach an agreement that the Participant will pay their share of the Contributions in one of the following ways:

- a) with after-tax dollars, by sending monthly payments to the Employer by the due date established by the Employer;
- b) with pre-tax dollars, by having such amounts withheld from the Participant's ongoing Compensation (if any), including unused sick days and vacation days, or pre-paying all or a portion of the Contributions for the expected duration of the leave on a pre-tax Salary Redirection basis out of pre-leave Compensation. To pre-pay the Contributions, the Participant must make a special election to that effect prior to the date that such Compensation would normally be made available (pre-tax dollars may not be used to fund coverage during the next Plan Year); or
- c) under another arrangement agreed upon between the Participant and the Plan Administrator (e.g., the Plan Administrator may fund coverage during the leave and withhold "catch-up" amounts from the Participant's Compensation on a pre-tax or after-tax basis) upon the Participant's return.

If the Employer requires all Participants to continue Medical and/or Dental Insurance Benefits during an unpaid FMLA leave, then the Participant may elect to discontinue payment of the Participant's required Contributions until the Participant returns from leave. Upon returning from leave, the Participant will be required to repay the Contributions not paid by the Participant during the leave. Payment shall be withheld from the Participant's Compensation either on a pre-tax or after-tax basis, as agreed to by the Plan Administrator and the Participant.

If a Participant's Medical and/or Dental Insurance Benefits coverage ceases while on FMLA leave (e.g., for non-payment of required contributions), then the Participant is permitted to re-enter the Medical and/or Dental Insurance Benefits, as applicable, upon return from such leave on the same basis as when the Participant was participating in the Plan prior to the leave, or as otherwise required by the FMLA. In addition, the Plan may require Participants whose Medical and/or Dental Insurance Benefits coverage terminated during the leave to be reinstated in such coverage upon return from a period of unpaid leave, provided that Participants who return from a period of unpaid, non-FMLA leave are required to be reinstated in such coverage.

2.8 NON-FMLA LEAVES OF ABSENCE

If a Participant goes on an unpaid leave of absence that does not affect eligibility, then the Participant will continue to participate and the Contributions due for the Participant will be paid by pre-payment before going on leave, by after-tax contributions while on leave, or with catch-up contributions after the leave ends, as may be determined by the Plan Administrator. If a Participant goes on an unpaid leave that affects eligibility, then the election change rules in Section 5.4 will apply.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER AND PARTICIPANT CONTRIBUTIONS

- a) **Employer Contributions.** For Participants who elect the Medical and/or Dental Insurance Premium Payment Component described in Article IV and VI, the Employer will contribute a portion of the Contributions as provided in an applicable memorandum of understanding, resolution, or contract.
- b) **Participant Contributions.** Participants who elect any of the Benefits described in Article IV may pay for the cost of that coverage on a pre-tax Salary Redirection basis by completing a Salary Redirection Agreement, as described further in Sections 3.2 and 3.3.

3.2 SALARY REDIRECTION

Benefits under the Plan shall be financed by Salary Redirections sufficient to support the Benefits that a Participant has elected hereunder. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce their pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified or described in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election

with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

Salary Redirections applied by the Employer to pay for the Participant's share of the Contributions for Benefits, for the purposes of this Plan and the Code, are considered to be Employer Contributions.

3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants.

3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

To the extent permitted by the Employer in its sole discretion, each Participant may elect any one or more of the following optional Benefits:

- a) Medical Insurance Premium Payment Benefit, as described in Section 4.2.
- b) Dental Insurance Premium Payment Benefit, as described in Section 4.3.

4.2 MEDICAL INSURANCE PREMIUM PAYMENT BENEFIT

Each Participant may elect to participate in the Medical Insurance Premium Payment Benefit option, in which case Article VI shall apply.

4.3 DENTAL INSURANCE PREMIUM PAYMENT BENEFIT

Each Participant may elect to participate in the Dental Insurance Premium Payment Benefit option, in which case Article VI shall apply.

4.4 NONDISCRIMINATION REQUIREMENTS

- a) **Intent to be nondiscriminatory.** It is the intent of this Plan to satisfy the Code's nondiscrimination requirements applicable to this Plan, including under Code Section 125.

- b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.
- c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided they elect to do so on or before their effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options they wish to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year that follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- b) A Participant may terminate their participation in the Plan by notifying the Administrator in writing during the Election Period that they do not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;
- c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Sections 5.5 and 5.6.

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the

Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

5.4 IRREVOCABILITY OF ELECTIONS

Except as described in this Article V, a Participant's election under the Plan is irrevocable for the duration of the period of coverage to which it relates. In other words, unless an exception applies, the Participant may not change any elections for the duration of the period of coverage regarding:

- a) Participation in this Plan;
- b) Salary Redirection amounts; or
- c) Election of a particular Benefit option.

5.5 PROCEDURE FOR MAKING NEW ELECTION IF EXCEPTION TO IRREVOCABILITY APPLIES

- a) **Timeframe for making a new election.** A Participant (or an Eligible Employee who, when first eligible under Section 2.1 or during the Election Period under Section 2.3, declined to be a Participant) may make a new election within 60 days of the occurrence of an event described in Section 5.6 (or within 60 days of the occurrence of an event described in Section 5.6(b)(3) or (4)), as applicable, but only if the election under the new Election Form/Salary Redirection Agreement is made on account of and is consistent with the event. Notwithstanding the foregoing, a Change in Status (e.g., a divorce or a dependent's losing student status) that results in a beneficiary becoming ineligible for coverage under the Medical or Dental Insurance Plan shall automatically result in a corresponding election change, whether or not requested by the Participant within the normal 60-day period.
- b) **Effective Date of New Election.** Elections made pursuant to this Section 5.5 shall be effective for the balance of the Period of Coverage following the change of election unless a subsequent event allows for a further election change. Except as provided in Section 5.6(b) for HIPAA special enrollment rights in the event of birth, adoption, or placement for adoption, all election changes shall be effective on a prospective basis only (i.e., election changes will become effective no earlier than the first pay period following the date that the election change request was filed, but, as determined by the Plan Administrator, election changes may become effective later to the extent that any replacement coverage commences later).

5.6 CHANGE IN STATUS

- a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or the individual's Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- 1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- 2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- 3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- 4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage for a Benefit due to attainment of age, student status, or any similar circumstance; or
- 5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in coverage (such as a loss of HMO coverage).

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

- (b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code

Section 9801(f) to be retroactive. As required by Code Section 9801(f), a special enrollment right will arise in the following circumstances:

- 1) a Participant or their Spouse or Dependent declined to enroll in group health plan coverage because they had coverage, and eligibility for such coverage is subsequently lost because: (1) the coverage was provided under COBRA, and the COBRA coverage was exhausted; or (2) the coverage was non-COBRA coverage, and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated;
- 2) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption;
- 3) the Participant's or Dependent's coverage under a Medicaid plan or state children's health insurance program is terminated as a result of loss of eligibility for such coverage; or
- 4) the Participant or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's health insurance program with respect to coverage under the group health plan.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("Order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

- 1) The Plan may change an election to provide coverage for the child if the Order requires coverage under the Participant's plan; or
- 2) The Participant shall be permitted to change an election to cancel coverage for the child if the Order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Addition of a new benefit or elimination of benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make

corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

- f) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.
- g) **Change in Coverage Under Another Employer Plan.** A Participant may make a prospective election change that is on account of and corresponds with a change made under an employer plan (including a plan of the Employer or a plan of the Spouse's or Dependent's employer), so long as (a) the other cafeteria plan or qualified benefits plan permits its participants to make an election change that would be permitted under applicable IRS regulations; or (b) the Plan permits Participants to make an election for a Period of Coverage that is different from the plan year under the other cafeteria plan or qualified benefits plan. For example, if an election is made by the Participant's Spouse during their employer's open enrollment to drop coverage, the Participant may add coverage to replace the dropped coverage. The Plan Administrator, in its sole discretion and on a uniform and consistent basis, will decide whether a requested change is on account of and corresponds with a change made under the other employer plan, in accordance with prevailing IRS guidance.
- h) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code § 5000A(f)(1)) provided the following conditions are met:
 - 1) Conditions for revocation due to reduction in hours of service:
The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
 - 2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than

the first day of the second month following the month that includes the date the original coverage is revoked.

ARTICLE VI PREMIUM PAYMENT COMPONENT

6.1 BENEFITS

The Premium Payment Component offers benefits under the Medical Insurance Plan, providing major medical benefits (including a High Deductible Health Plan option and such other options as may from time to time be offered by the Employer), and the Dental Insurance Plan. Notwithstanding any other provision in this Plan, the Medical and Dental Insurance Benefits are subject to the terms and conditions of the Medical and Dental Insurance Plans, and no changes can be made with respect to such Medical and Dental Insurance Benefits under this Plan (such as midyear changes in election) if such changes are not permitted under the applicable Insurance Plan. An Eligible Employee can elect benefits under the Premium Payment Component by electing to pay for their share of the Contributions for Medical and/or Dental Insurance Benefits on a pre-tax Salary Redirection basis (Premium Payment Benefits). Unless an exception applies, such election is irrevocable for the duration of the period of coverage to which it relates. A Participant's Salary Redirections under the Premium Payment Component may be applied by the Employer to pay the Participant's share of the Contributions for Medical and/or Dental Insurance Benefits during the applicable Plan Year.

6.2 CONTRIBUTIONS FOR COST OF COVERAGE

The annual Contribution for a Participant's Premium Payment Benefits is equal to the amount set by the Employer, which may or may not be the same amount charged by the insurance carrier.

6.3 BENEFITS PROVIDED UNDER THE MEDICAL AND DENTAL INSURANCE PLANS

Medical and Dental Insurance Benefits will be provided by the Medical and Dental Insurance Plans, not this Plan. The types and amounts of Medical and Dental Insurance Benefits, the requirements for participating in the Medical and Dental Insurance Plans, and the other terms and conditions of coverage and benefits of the Medical and Dental Insurance Plans are set forth in the Medical and Dental Insurance Plans, applicable memorandum of understanding, resolution, or contract. All claims to receive benefits under the Medical and Dental Insurance Plans shall be subject to and governed by the terms and conditions of the Medical and Dental Insurance Plans and the rules, regulations, policies, and procedures adopted in accordance therewith, as may be amended from time to time.

6.4 MEDICAL AND DENTAL INSURANCE BENEFITS: COBRA

Notwithstanding any provision to the contrary in this Plan, to the extent required by COBRA, a Participant and their Spouse and Dependents, as applicable, whose coverage terminates under the Medical and/or Dental Insurance Benefits because of a COBRA qualifying event (and who is a qualified beneficiary as defined under COBRA), shall be given the opportunity to continue on a self-pay basis the same coverage that they had under the Medical and/or Dental Insurance Plans the day before the qualifying event for the periods prescribed by COBRA. Such continuation coverage shall be subject to all conditions and limitations under COBRA.

Contributions for COBRA coverage for Medical and Dental Insurance Benefits may be paid on a pre-tax basis for current Employees receiving taxable compensation (as may be permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year) where COBRA coverage arises either (a) because the Employee ceases to be eligible because of a reduction in hours; or (b) because the Employee's Dependent ceases to satisfy the eligibility requirements for coverage. For all other individuals (e.g., Employees who cease to be eligible because of retirement, termination of employment, or layoff), Contributions for COBRA coverage for Medical and Dental Insurance Benefits shall be paid on an after-tax basis (unless may be otherwise permitted by the Plan Administrator on a uniform and consistent basis, but may not be prepaid from contributions in one Plan Year to provide coverage that extends into a subsequent Plan Year).

ARTICLE VII RESERVED

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

Claims and reimbursement for Medical and Dental Insurance Benefits shall be administered in accordance with the claims procedures for the Medical and Dental Insurance Benefits, as set forth in the plan documents and/or summary plan description for the Medical and Dental Insurance Plans.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- g) To review and settle all claims against the Plan, to approve reimbursement requests (if any), and to authorize the payment of benefits if the Administrator determines such shall be paid and decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertaining to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

9.5 INABILITY TO LOCATE PAYEE

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

9.6 EFFECT OF MISTAKE

In the event of a mistake as to the eligibility or participation of an Employee, the allocations made to the account of any Participant, or the amount of benefits paid or to be paid to a Participant or other person, the Plan Administrator shall, to the extent that it deems administratively possible and otherwise permissible under Code §125 or the regulations issued thereunder, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Participant or other person the credits to the account or distributions to which they are properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Employer from Compensation paid by the Employer.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan by resolution of the Employer's Board of Directors or by any person or persons authorized by the Board of Directors to take such action, without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time by resolution of the Employer's Board of Directors or by any person or persons authorized by the Board of Directors to take such action. In the event the Plan is terminated, no further contributions shall be made.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed, except as provided in Section 11.11.

11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by the Board of Directors.

11.7 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.8 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.9 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.10 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of California.

11.11 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the remainder of the Plan shall be construed and enforced as if such provision had not been included herein.

11.12 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.13 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.14 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act of 1993 and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

- a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.
- c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.
- d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform their duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
 - 1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform their duties with respect to the Plan.
 - 2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The Plan's privacy official is the Fire Chief. The privacy official shall take appropriate action, including:
 - i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

- iii) mitigation of any harm caused by the breach, to the extent practicable; and
- iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

- 1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
- 2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- 3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- 4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
- 5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- 6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- 7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- 8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- 9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- 10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this ____ day of _____.

Rancho Santa Fe Fire Protection District

By _____

FIRE CHIEF

RESOLUTION No. 2023-17

A RESOLUTION OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF
DIRECTORS ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE
RANCHO SANTA FE FIRE PROTECTION DISTRICT AND THE RANCHO SANTA FE
PROFESSIONAL FIREFIGHTERS' ASSOCIATION – LOCAL 4349.

This Memorandum of Understanding, hereinafter referred to as the "MOU", is by and between the Rancho Santa Fe Fire Protection District, hereinafter referred to as the "District", and the Rancho Santa Fe Professional Firefighters Association – Local 4349, hereinafter referred to as "Association", and is intended to outline the term of the contract for wages, hours, and working conditions for the group of employees identified.

WHEREAS, the authorized representatives of the District and the authorized representatives of the Association have met and conferred pursuant to California Government Code Section 3500 et seq. for a successor MOU; and

WHEREAS, the District and the Association representatives acknowledge that the District and Association reached agreement on matters within the scope of representation and prepared a written MOU.

WHEREAS, the Association has agreed and ratified the MOU; and

WHEREAS, the District's representatives have recommended that the Board of Directors adopt MOU.

NOW THEREFORE, the District and the Association agree to MOU (Exhibit A.) for a term January 1, 2024, through December 31, 2026.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on December 13, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST: _____

Dave McQuead
Fire Chief

MEMORANDUM OF UNDERSTANDING



BETWEEN
RANCHO SANTA FE FIRE PROTECTION DISTRICT
AND
RANCHO SANTA FE PROFESSIONAL FIREFIGHTERS
ASSOCIATION – LOCAL 4349

Effective January 1, 2024
Expires December 31, 2026

Style Definition: TOC 1: Font: (Default) +Body (Calibri)

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MEMORANDUM OF UNDERSTANDING
between
RANCHO SANTA FE FIRE PROTECTION DISTRICT
and
RANCHO SANTA FE PROFESSIONAL FIREFIGHTERS ASSOCIATION – LOCAL 4349

ARTICLE I PREAMBLE

01.01 This Memorandum of Understanding is made and entered into this 1st day of January 2024 by and between the Rancho Santa Fe Fire Protection District (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Firefighters Professional Firefighters Association – Local 4349 (hereinafter referred to as "ASSOCIATION").

01.02 **This** Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500-3511) and has been prepared jointly by the District and Association.

ARTICLE II RECOGNITION

02.01 The District recognizes the Association as the majority representative for all classifications in the bargaining unit.

02.02 This Memorandum of Understanding is the sole and exclusive document for all Classifications identified in this Agreement between the District and the Association. This Memorandum of Understanding shall supersede all previous agreements.

02.03 Current classifications assigned to the bargaining unit are:

- a. Captain
- b. Engineer/Paramedic
- c. Firefighter/Paramedic

02.04 All provisions and benefits of this Agreement shall be applicable only to employees in classes in the above-mentioned bargaining unit.

ARTICLE III IMPLEMENTATION

03.01 This Memorandum constitutes a mutual recommendation to be jointly submitted to the District's Board of Directors following ratification of the Memorandum by the members of Association. However, this agreement is of no force or effect unless or until approved by a majority vote of the District's Board of Directors.

ARTICLE IV TERM

04.01 The term of this Memorandum shall commence on the date when the terms and conditions for its effectiveness, as set forth in Implementation, are fully met; but in no event shall said Memorandum become effective prior to 12:01 am on January 1, 2024. Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2026.

04.02 **Successor Memorandum:** In the event the Association or the District desires to meet and confer on the provisions of a successor Memorandum, the requesting entity shall serve upon the other party

its written request to commence meeting and conferring for such successor Memorandum. Should the meet and confer process for a successor Memorandum exceed the term of this Agreement, all terms and conditions of this Memorandum shall be continued until an Agreement is reached.

ARTICLE V RENEGOTIATION

05.01 In the event the Association desires to meet and confer in good faith on the provision of a successor Memorandum of Understanding, it shall serve upon the District its written request to commence meeting and conferring in good faith for such successor Memorandum of Understanding.

05.02 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

ARTICLE VI MANAGEMENT RIGHTS

06.01 The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the law, the Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:

- a. to determine and administer policy;
- b. subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
- c. to determine the numbers and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- d. to determine programs;
- e. to build, move or modify facilities;
- f. to develop and administer the budget;
- g. to determine the methods of raising revenue;
- h. to take action on any matter in the event of an unforeseen emergency;
- i. to delegate to the Fire Chief and other legally appointed officers, the operation of the district, its properties and facilities including, but not limited to innovative and experimental uses of the district facilities and experimental and pilot investigation of new fire science programs.

06.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such express and specific terms are in conformance with federal and state law. Nothing in the foregoing article shall be deemed to constitute a waiver of employee rights under MMB 3500 ET seq. or other statutes.

ARTICLE VII EMPLOYEE RIGHTS

07.01 It is agreed that each individual employee shall have the following rights, which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the District or not to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in his/her employee relations with the District or through an authorized Association representative.

ARTICLE VIII UNFAIR EMPLOYEE RELATIONS PRACTICE

08.01 It is agreed that it shall be an unfair employee relations practice for the District and/or the Association or its representatives:

- a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in this Memorandum.
- b. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation; or for the Association or its representatives to refuse to meet and confer in good faith on matters within the scope of representation.

ARTICLE IX GRIEVANCES

09.01 Defined: A grievance is defined as an alleged violation of the provisions of a MOU, which pertains to employment rights or working conditions not excepted by provisions of the management rights clause or reviewable under some other procedure, which adversely affects the grieving employee(s). Grievances shall not include matters outside the scope of representation, as defined in Government Code Section 3504. A grievance shall not include any claim regarding the initiation or renewal of a Memorandum of Understanding, the resolution of a meet and confer impasse, or any other matter, which is outside the scope of representation as defined by California Government Code Section 3504.

09.02 General Provisions

- a. All grievances shall be filed in writing within fifteen (15) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- b. A written statement of grievance shall identify the specific provision or provisions of this Memorandum of Understanding alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information, which gives rise to the filing of the grievance.
- c. Time limits provided for herein may be extended through mutual written consent of the parties.
- d. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.

- e. Parties to the grievance procedure shall be entitled to have a representative to act in his/her behalf at each step of the grievance procedure.

09.03 Procedures

- a. The parties shall attempt to resolve all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief, within 15 calendar days of the occurrence-giving rise to the grievance.
- b. If the parties are unable to resolve the grievance on an informal basis, the grievant shall file the grievance in writing with his/her immediate supervisor within 15 calendar days after last discussing the grievance with his/her immediate supervisor. The Fire Chief shall be served with a copy of the written grievance at the time such grievance is filed with the grievant's immediate supervisor. A grievance filed with the Chief shall be for informational purposes only; he/she shall not discuss it with the supervisor unless consulted by that person or with the grievant until and unless the grievant files it with the Chief. Only those issues unresolved by the supervisor shall be discussed with the employee at the Chief's level.
- c. If the grievance has not been settled within fifteen (15) calendar days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for resolution. If requested by either party, the Fire Chief and the grievant and/or his/her representative shall meet in an attempt to resolve the grievance. Within fifteen (15) calendar days of the filing of the grievance with the Fire Chief, the Fire Chief shall provide the grievant and/or his/her representative with a written statement regarding the grievance.
- d. If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, he/she shall submit the written grievance to the Board of Directors for resolution and/or decision. The grievant's appeal to the Board of Directors regarding the grievance must be filed with the Secretary, Board of Directors no later than fifteen (15) calendar days from the date on which the employee received the Fire Chief's written decision. All written materials and rationale, which are to be submitted by the grievant to the Board of Directors, shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors. Both the grievant or his/her representative and the Fire Chief shall be given an opportunity to argue their positions on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant, his/her representative, and the Fire Chief shall be notified in writing of the Board's decision on the grievance.
- e. If the grievance is not resolved to the employee's satisfaction and the employee wishes to appeal, the grievant may, within fifteen (15) calendar days from the response of the Board of Directors, request that the Fire Chief set up mediation.
- f. A State mediator shall mediate the dispute according to the normal rules governing mediation. There shall be no cost to the parties.

ARTICLE X DISCHARGE OR OTHER DISCIPLINARY ACTION

10.01 It is agreed that the District shall advise the employee of his/her right to representation and a written statement of the reason or reasons for any disciplinary action against him/her. All documentation upon which the charges are based shall be made available to the employee at the time such action is taken.

10.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with the following:

1. Appeal of Punitive Action Involving, Suspension (3 days or less), or Reduction in Base Pay (3 days or less) – *Informal Procedure*

Pursuant to Government Code section 11445.20, the following informal procedure shall be used for an appeal by a Firefighter of a punitive action-involving a suspension of three (3) days or less, or reduction in pay that is valued at three (3) day or less.

- a. Notice of Informal Hearing: this Discipline Policy shall serve as the notice of the District's election to proceed with an informal hearing and the District is not required to repeat this notice in connection with discipline identified in this section.
- b. Notice of Appeal to Fire Chief: within five (5) calendar days of receipt by a Firefighter of a notice of punitive action under this section, the Firefighter shall notify the Fire Chief in writing of the Firefighter's intent to appeal the punitive action.

The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for appeal.

The Fire Chief shall schedule an appeal hearing within fifteen (15) calendar days of the date of filing of the Notice of Appeal and the Administrative Manager shall notify the Employee of the time and date fixed for the Hearing.

Upon conclusion of the appeals hearing, the Fire Chief shall review all the information and inform the Employee in writing, of Fire Chief's determination within five (5) working days after the Hearing. The written decision shall be pursuant to Government Code section 11425.50. The written decision shall be served on the employee and his or her attorney or representative. The date of mailing shall be the service date. The Firefighter shall be informed of his or her right to seek judicial review of the decision pursuant to Code of Civil Procedure section 1094.

If the Employee is dissatisfied with the determination made by the Fire Chief, he/she may appeal the determination to the Board of Directors; provided that a Written Notice of Appeal is filed with the Administrative Manager no later than fifteen (15) calendar days after the date of personal service or mailing of the Notice of the Fire Chief's decision, whichever is earlier.

- c. Notice of Appeal to Board of Directors: Upon receiving a written Notice of Appeal to the Board of Directors, the Administrative Manager shall notify the President of the Board of Directors of the appeal request. The decision of the Board of Directors shall be final and binding and not subject to any further appeal.
- d. Procedure: The Board of Directors shall set an informal hearing within fifteen (15) days from receipt of the Firefighter's notice of appeal. The District shall have the burden of proof, which shall be established by a preponderance of the evidence. The formal rules of evidence do not apply and the presiding officer may exclude evidence, which is incompetent, irrelevant, or cumulative. The District has determined cross-examination is not necessary for proper determination under the informal hearing procedure. However, the Board of Directors has discretion to permit cross-examination of witnesses in the informal hearing if it is necessary for proper

determination of the matter. The Board of Directors may permit the parties to submit either oral or written closing arguments at the conclusion of the informal hearing. The hearing shall be recorded by a court reporter only if the discipline involves loss of compensation. All other hearings may be tape recorded at the request of the parties. The per diem cost of the court reporter shall be equally borne by the parties, and the cost of receiving a transcript of the hearing shall be borne by the party making the request.

- e. Representation: The Firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. The fees and costs associated with such representation shall be borne by the Firefighter.

Decision: The Board of Directors decision shall be in writing pursuant to Government Code section 11425.50. The written decision shall be served on the employee and his or her attorney or representative. The date of mailing shall be the service date. The Firefighter shall be informed of his or her right to seek judicial review of the decision pursuant to Code of Civil Procedure section 1094.5.

2. Appeal of Punitive Action Involving Discharge, Demotion, Suspension (4 days or more), or Reduction in Pay – *Formal Hearing*

Pursuant to Government Code section 11512, the following formal procedure shall be used for an appeal by a Firefighter of a punitive action involving a discharge, demotion, suspension of (4) days or more, or reduction in pay that is valued at four (4) day or more.

- a. Notice of Discipline: in the case of punitive action, the District shall personally serve the Firefighter with a final notice of discipline in the form of an Accusation, which shall state the Firefighter's request for a hearing must be received by the District within fifteen (15) calendar days after the Accusation is personally served on the Firefighter and their representative. The notice of discipline will include the specific instructions on how the Firefighter may request the appeal. If the Accusation is served by mail, then the request for hearing must be received by the District within fifteen (15) calendar days from the date of the Accusation. The District shall secure and retain proof of service of the notice of discipline.
- b. Accusation: the final notice of discipline, which may be issued upon the conclusion of any pre-disciplinary procedures, shall serve as the Accusation per Government Code section 11500 et seq. The discipline shall not be effective sooner than 48 hours from issuance of the final notice of discipline.
- c. Notice of Defense: The Firefighter may appeal the discipline by submitting an appeal ("notice of defense" in accordance with Government Code section 11506) to the District's Administrative Manager within fifteen (15) calendar days of being served with the Accusation. The notice of defense may request a hearing, object to the Accusation, admit the Accusation in whole or in part, and/or present new matter by way of defense. The notice of defense shall be in writing, signed, and include a current mailing address.

- d. Hearing: The Firefighter shall be entitled to a hearing if the notice of defense is timely filed with the District's Administrative Manager. Failure to timely file the notice of defense shall result in a waiver of the right to a hearing. Upon receipt of the notice of defense, the District shall contact the Office of Administrative Hearings to have the matter set for hearing.
- e. Conduct of Hearing: The Administrative Law Judge will conduct the hearing(s), as s/he deems necessary to determine the pertinent facts related to the disciplinary action. Such hearing(s) shall be closed to the public unless the employee requesting the hearing(s) requests in advance that the hearing(s) be open to the public. The employee(s) and District representative(s) shall have the right to appear before the Administrative Law Judge during such hearing and may have counsel present. If either party appears before the Administrative Law Judge, both parties shall be present.
 - i. A record of the hearing shall be made and kept by a certified court reporter. The per diem fee of the certified court reporter shall be borne by the District. The cost of transcription shall be borne by the party ordering the transcript.
 - ii. All fees and expenses of the Administrative Law Judge shall be borne by the District.
 - iii. All fees and expenses related to the securing of a representative and/or legal counsel, witness fees and other expenses associated with representation and presentation of evidence shall be borne by the party at whose direction said expense is incurred.
 - iv. The Administrative Law Judge shall hear and consider the evidence presented on behalf of the District, which constitutes the grounds for the disciplinary action. The employee shall have the right to cross-examine any witness called. Thereafter, the employee shall have the opportunity to present any competent and relevant evidence and to be represented by an attorney or other person employed at the employee's expense in a representative capacity. The District shall be entitled to cross-examine any witnesses called by the employee.
 - v. The hearing need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall the substance of the rules of evidence so that the matter may be determined upon reliable evidence. Hearsay that would be inadmissible in a civil or criminal proceeding cannot alone support a finding by the hearing officer. The Administrative Law Judge shall admit evidence, including hearsay, which is of such reliability that reasonable persons rely upon it in the conduct of serious matters such as the hearing. Discovery shall be conducted in accordance with the procedures described in Government Code section 11507.6.
 - vi. The burden of proof and production of evidence on the charges of discipline shall be borne by the District. The standard of proof shall be a preponderance

of the evidence. The employee shall have the burden of proving any affirmative defenses.

- vii. Not later than ten (10) calendar days prior to the commencement of the hearing, the parties shall exchange lists of witnesses each intends to call at the hearing and a list of documents to be introduced at the hearing. Copies of such documents shall be attached to the list. The documents shall be served on or before the tenth (10th) calendar day prior to the commencement of the hearing. Absent a showing of good cause, failure to comply with these requirements shall result in exclusion of witness testimony and/or rejection of exhibits not designated in the submissions. The disclosure requirements do not apply to rebuttal witnesses.
- viii. The Administrative Law Judge shall be empowered to issue subpoenas for the production of persons and documents. The California Code of Civil Procedure, Evidence Code, and other applicable statutes shall apply to the validity and processing of subpoenas and to the method of service of the same.
- ix. The Administrative Law Judge shall prepare and certify his/her advisory decision to the Fire Chief and employee. A copy of the advisory decision shall be provided to the employee's last known residential address with a proof of service regardless of the employee's representation by counsel or other.
- x. The Board of Directors of the District shall receive the advisory decision and issue the final decision. The final decision of the Board of Directors shall become effective ten (10) calendar days after it is delivered or mailed to the employee.
- xi. Should the need for a continuance of the hearing arise, the party requesting the continuance shall notify the parties within ten (10) calendar days of discovering the event or circumstances giving rise to the need for the continuance upon good cause. A continuance may be granted if the party seeking the continuance is not responsible for and has made a good faith effort to prevent the cause for the continuance.
- xii. The Firefighter shall be informed of his or her right to seek a judicial review of the decision pursuant to Code of Civil Procedure section 1094.5.
- xiii. Judicial review of the Board of Director's final decision shall be sought within the time provided for in California Code of Civil Procedure section 1094.6 (a petition for peremptory writ of mandate shall be filed no later than the 90th calendar day following the date on which the final decision is mailed by first-class mail, postage pre-paid, including a copy of the affidavit or certificate of mailing).

- xiv. Formal hearing procedures not specifically identified in this policy shall be in accordance with the provisions of the California Administrative Procedure Act, Government Code section 11500, et seq.

ARTICLE XI GENERAL PROVISIONS

11.01 Discrimination: There shall be no discrimination against any personnel or applicant because of race, color, marital status, medical condition, religion, sex, age, national origin, ancestry, or non-job related handicap or disability. Any use of masculine language in this MOU is specifically intended to include the feminine gender.

11.02 Bulletin Board: It is agreed that the District shall allow bulletin boards in agreed upon places for the use of Association in posting appropriate notices and announcements of meetings, elections, and social activities.

11.03 Dismissal during Initial Probation: It is agreed that the District shall have the right to dismiss any newly hired employee with or without cause during the initial probationary period. Such discharge shall not be subject to Article IX.

11.04 Personnel Folder: Employees shall have the right to review their individual personnel folders. Access shall be scheduled at the convenience of all the parties. Copies of all materials to be included in personnel folders shall be provided to individual employees.

11.05 Negotiating Team Rights: The District agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to three (3) representatives of the Association when said representatives are meeting and conferring on matters within the scope of representation.

11.06 Association Business: The District agrees to provide reasonable time off without loss of pay for up to four (4) representatives of the Association when such representatives are on scheduled work time and when such representatives are meeting with the District on matters within the scope of representation, including grievances, appeals of performance evaluations, and other matters. A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving grievance, appeals of employee performance evaluations, and any pre-disciplinary matters. The representative shall not interfere with normal work operations of the District. Employees not scheduled for duty will receive no additional compensation for conducting Association business.

11.07 Payroll Deduction and Association Dues: It is agreed that Association dues and such other deductions as may be properly requested by the Association, and lawfully permitted, shall be deducted by the District from the salary of each employee covered hereby who files with the District a written authorization requesting that such deductions be made. The District shall make remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder to the Association.

ARTICLE XII SENIORITY PROVISIONS

12.01 Seniority Defined:

- a. District Seniority is defined as an employee's most recent period of unbroken, continuous service with the District. Employees shall not attain District seniority until the completion of the required probationary period, at which time District seniority shall relate back to the commencement of the most recent date of appointment.
- b. Classification Seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.

12.02 Seniority Credit:

- a. In computing seniority, credit shall be given for all classified service in the District except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.
- b. Seniority Credit shall be allowed only for the following types of absence from a position in the classified service:
 1. Absences during authorized vacation or authorized sick leave.
 2. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.
 3. In the event that an employee does not complete the probationary period in his/her classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
 4. Absence on leave made necessary by injuries sustained in the line of duty.
 5. Absence made necessary by injuries sustained in the course of employment by the District.
 6. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the District stands to benefit from employment or other activity.

12.03 Other Seniority Credit Provisions:

- a. If an employee is suspended through no fault of his/her own and is later re-employed, he/she shall not lose any seniority credit for any period of actual service; if, however, he/she has been separated from service by resignation or discharge for cause and is again employed, he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.
- b. When two or more employees are appointed on the same date in the same classification, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list from which said employees were appointed.

ARTICLE XIII REDUCTION IN FORCE

13.01 Reduction in force shall be based on seniority, least senior first. Should a reduction in force be necessary, the following will apply:

- a. When a position is to be eliminated, classification seniority will be used as the criteria. For more than one employee with the same class seniority, the next criteria will be District seniority.
- b. An affected employee shall be given the choice of either being laid off or being reduced to the previous rank held.

- c. An employee being reduced may not replace an employee who has more District Seniority, but instead must move to the next lower rank.
- d. When re-strengthening the District, all those affected by the reduction in force shall be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- e. The time limit for rehire shall be 24 months from the date of lay-off for employees who have completed initial probation. Time limit for rehire shall be six (6) months for employees who have not completed initial probation.
- f. The District agrees to meet and confer prior to a long-term (one year or more) reduction in force from the current levels.

ARTICLE XIV UNIFORMS

14.01 District shall provide Class "B" and "C" uniforms to employees. Class "A" uniform shall be subject to the provisions of the District's Standard Operating Guidelines. The District retains the right to monitor the condition of uniforms and the discretion to replace or not to replace worn and damaged clothing depending upon the reasonableness of the wear and/or damage. The District will provide other protective clothing and gear as required by law, commensurate with the duties to be performed.

~~14.01~~ 14.02 Positions required to wear uniform will be provided a Uniform Allowance of ~~\$592.08~~ up to \$600.00 each fiscal year.

ARTICLE XV VACATION ACCRUAL

15.01 Vacation accrual for all ranks shall be based upon years of service in accordance with the following:

Years of Service		Hours
From	To	
0	4	264
5	9	288
10	14	312
15	19	360
20	+	408

15.02 All new employees are eligible to use any accrued vacation upon completion of twelve (12) months of service.

15.03 All employees shall have the option to sell the excess of 200 hours of accrued vacation at straight time, not more than twice a year, after the work period ends that include June 30 and December 31.

15.04 A written request received by ~~December 31~~ November 30th for payment of accrued vacation sold back to the district, which will be remitted by separate check on ~~January~~ December 15th. A written request received by June 30 for payment of vacation sold back to the district, which will be remitted by separate check on July 15. No payments under this section will be reported as "reportable compensation" for retirement purposes.

15.05 Any vacation hours accrued above 600 hours on June 30 and December 31 will be automatically cashed out on July 15 and January 15 pay dates respectively.

15.063 The Association shall receive 96 hours per calendar year of Association time off with pay, in order to attend functions such as conferences, seminars, and workshops. This paid time off is only available if when used for training or education purposes relating directly to employer/employee relations or other subjects contained within this MOU. A written request for this leave is required prior to any use. The request shall be made to the Operations Chief with a minimum of fourteen (14) days' notice.

15.074 Should the Association not use any available time off with pay during the calendar year, the Association will be allowed to carry over into the next calendar year. At no time shall the Association have more than one hundred ninety-two (192) accrued hours (or two years). The accrual shall be adjusted at the beginning of each calendar year.

ARTICLE XVI HOLIDAYS

For historical context, 'Holidays' and any related Holiday pay or time off was negotiated out of MOU per MOU Local 4349 Amendment No. 2 dated November 16, 2022.

16.01 For the purpose of this Article, the legal "holiday" shall mean and include the following days:

	Holiday Observance	Date
1	New Year's Day	January 1
2	Martin Luther King Birthday	Third Monday in January
3	President's Day	Third Monday in February
4	Memorial Day	Fourth Monday in May
5	Independence Day	July 4
6	Labor Day	First Monday in September
7	Veteran's day	November 11
8	Thanksgiving Day	Fourth Thursday in November
9	Day after Thanksgiving Day	
10	Christmas Day	December 25

16.02 All classifications in the Bargaining Unit will receive 120 hours annually, in lieu of and regardless of the number of holidays worked. Employees with less than twelve months of consecutive employment will be compensated proportionately from date of hire through October 31, or November 1 thru termination of employment. This will be paid separately with the November 15 paycheck.

16.03 Each employee will have the option to convert Holiday Pay to Holiday Time Off. Holiday time off will be determined by dividing the number of hours desired to convert by 1.5. This time will be added to the employee's accrued vacation time with the November 15 paycheck. Each employee must notify the payroll office prior to October 15 each year if this option is to be selected. This conversion cannot be enacted if the converted hours cause an employee to exceed the maximum accrual rate per District policy A201.01

ARTICLE XVII HOURS OF WORK

17.01 Work Week: The District shall establish the hours of duty to average no more than fifty-six (56) hours per week on the three (3) platoons, twenty-four (24) hour system.

17.02 Each twenty-four (24) hour tour of duty shall begin at 0800 hours and end at 0800 hours of the following day.

17.03 Overtime Defined: Overtime work shall include only that time worked by employees at the request of management that is in excess of the established day and/or workweek for that class.

17.04 Those employees covered by the Fair Labor Standards Act will receive time and one-half for all hours in excess of 182 in any one-work period.

17.05 The smallest unit of overtime shall be one-quarter hour.

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ARTICLE XVIII HEALTH INSURANCE

18.01 The District shall contract with a provider(s) for medical and dental benefits for the purpose of providing employees and their eligible dependents with insurance benefits. The District agrees to contribute 80% of the average of Region 2 (or any subsequent region designated by CalPERS as the region in which the District is located) CalPERS HMO medical plans and 100% of HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance; this is defined as a District Contribution. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed 80% of the average HMO medical/dental plans offered per month, the affected employee will be responsible for the difference.

18.02 Any unused premium amount from the District Contribution may be used for medical/dental care expenses as defined by the Administrative Policy Internal Revenue Code section 213(d) and described in IRS Publication 502 (Medical and Dental Expenses) for a maximum period of 18-12 months. These funds will be in the Active Health Reimbursement Arrangement (AHRA). After the 18-12-month period expires, 100% of any unused amount from the District premium-Contribution (AHRA) shall be transferred to the employee's Retirement Health Savings Account Funded Health Reimbursement Arrangement (FHRA). At the conclusion of December 31st, employees will have until January 31st to submit claims in the TASC (or similar) system for reimbursement of previous calendar year expenses. Anything submitted after January 31st for the previous calendar year will be declined. On February 1st, 100% of remaining funds in the AHRA will then be transferred into the FHRA. NOTE: If an employee separates from employment during the 12-month period, the unused amount from the District Contribution (AHRA) premium shall be forfeited after 30 days. The unused amount from the District Contribution (AHRA) cannot be cashed out.

18.03 The District will strive to provide every eligible employee with options for group medical and dental insurance plans. If eligible dependents are enrolled in the group insurance, they must be enrolled in the same coverage as the employee.

18.04 Eligible full-time employees may elect to opt out of only the medical insurance (entire dental insurance premium paid by employee), if proof of coverage can be provided to the District alternative group health coverage that complies with the ACA's health care reform mandates can be provided to the District. If no medical options are selected (and proof of alternative minimum essential coverage is received) an eligible full-time employee opts out and provides the required proof of alternative group health coverage, the District shall place a capped rate of \$1,000 per month (\$12,000 annually), minus monthly dental premium amount chosen by employee and required by contract. in the employee's medical reimbursement account. And uAny unused premiums amounts shall be transferred to the employee's HSA-Active Health Retirement Reimbursement Arrangement Account (AHRA) to be utilized per the provisions in 18.02.

18.05 District employees, upon retirement, at no additional cost to active employees or to the District shall be allowed to remain on the group dental plan until age 65. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost.

ARTICLE XIX FUNDED HEALTH ~~REIMBURSEMENT ARRANGEMENT (FHRA)~~

19.01 All Employees covered by this agreement shall be required to participate in a District administered ~~Retirement Health Savings Account (RHSA)~~ Funded Health Reimbursement Arrangement (FHRA). The following terms apply:

- a. A monetary contribution will be made by the District in the amount of \$100 per employee per month.
- ~~b. The value of any unused medical reimbursement shall be transferred at after the end of each calendar and fiscal year once payroll is processed for subsequent work periods, to the employee's RHSA FHRA (contributed twice a year).~~
- ~~c.~~ b. If the employee has an excess of 500 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (144 minus sick leave used) will be contributed to the RHSA FHRA at the employee's hourly rate effective December 31.

ARTICLE XX SICK LEAVE

20.01 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. The non-shift employee shall accrue 8 hours per month. Sick leave shall be accumulated with no maximum accrual.

20.02 The accrual rate shall apply to the employee's permanent work schedule and not be changed for temporary or short-term assignments.

20.03 When an employee changes from one work schedule to another work schedule as a permanent assignment, accumulated leave shall be adjusted in accordance to the ratio of one work schedule to the other. Example: factor from 56-hour workweek to 40-hour workweek is .714, and factor from 40-hour workweek to 56-hour workweek is 1.4.

20.04 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for the purpose of caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

20.05 Definition of Immediate Family - ~~Immediate family shall include: husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.~~ As defined in California Labor Code section 245.5

20.06 At retirement, unused sick leave shall be converted as follows:

- a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable; ~~and or~~
- b. The employee ~~must~~ may convert unused sick leave hours to an employee's RHSA FHRA at a ratio of 2:1. A minimum of 500 sick leave hours is required to be eligible for this option. The RHSA FHRA contribution shall be calculated at the straight time rate, and shall not exceed the value of 40 shifts or 960 hours.

ARTICLE XXI BEREAVEMENT LEAVE

21.01 Bereavement leave shall be granted for the death or imminent death of any employee's immediate family or dependent, including spouse's immediate family or dependent. Bereavement leave shall not exceed three (3) days for non-shift employees or two (2) shifts for shift employees. For family

or dependents that reside out of state, bereavement leave shall be extended to four (4) days for non-shift employees and three (3) shifts for shift employees. No paid leave shall be granted without prior administrative approval. All bereavement leave shall be charged against the employee's accrued sick leave. The sick leave used for bereavement leave shall be deducted from the December 31 prior year balance when determining the [RHS-A-FHRA](#) contribution.

~~"Family member" means a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Section 12945.2. Refer to Article XX – SICK LEAVE – section 20.05 for definition of immediate family. This definition also applies to the spouse's immediate family.~~

ARTICLE XXII COURT LEAVE (JURY DUTY)

22.01 All employees will be allowed paid time for jury duty or any job related court appearance, or deposition. Any other appearances that are non-job related must use vacation time or shift trades.

22.02 All jury duty fees received except for expenses shall be returned to the District.

ARTICLE XXIII WAGES

23.01 Pay rate for all employees will be expressed and paid as an hourly rate. *(Note: Approximate monthly compensation is provided as information only.)* Adjustments to the employee's semi-monthly paycheck for overtime compensation will be made on the paycheck following the close of the work period in which there is an adjustment. An allowance of at least seven days is allowed for preparation of payroll and the accounting procedures normally associated with payroll matters.

23.02 Wage Schedule

The wage schedules listed on Exhibit A will be ~~continued thru December 31, 2019 and adjusted as follows:~~

1. Effective January 1, 202~~4~~¹, the classification salary schedules (base salary) listed in the Appendix ~~reflects an increase of shall be increased by three-nineteen percent (19%).~~
2. Effective January 1, 202~~5~~², the classification salary schedules (base salary) listed in the Appendix ~~reflects an increase of shall be increased by three-five percent (53%), if applicable.~~
3. Effective January 1, 202~~6~~³, the classification salary schedules (base salary) listed in the Appendix ~~reflects an increase of shall be increased by three-five percent (53%), if applicable.~~

23.03 Overtime Compensation Rate: - Compensation rate shall be paid in accordance with Article XVII of this Memorandum of Understanding.

23.04 Promotion/Salary Increase - When an employee is promoted, he/she shall move to the appropriate step that would provide a minimum increase in salary of 5%, if applicable.

23.05 Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to renegotiate with respect to a change in market or financial conditions covered herein.

ARTICLE XXIV RETIREMENT

24.01 Retirement: the District shall retain a retirement plan with the Public Employees Retirement System (PERS) 3% @ 50 plan for all employees hired before March 31, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

24.02 All employees enrolled in the PERS 3% @ 50 plan will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

24.03 For employees hired after April 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (PERS) 3% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

- a. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

24.04 All employees enrolled in the PERS 3% @ 55 plan will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth Level.

24.05 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

24.06 The District agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.

24.07 In addition to paying the member contributions identified above, classic safety members (Tier 1 & Tier 2) shall engage in cost-sharing, pursuant to Government Code section 20516 (f), by contributing additional percentage(s) of the employee's compensation reported to CalPERS towards the employer's CalPERS cost based upon the following ~~schedule~~:

- 1. ~~Effective January 1, 2024:~~ Classic safety members (Tier 1 & Tier 2) shall match PEPRA employee contributions as determined by CalPERS increase by 1.75% for a total of 13.75% employee contribution.. an additional one percent (1%) will be collected of the employees compensation reported toward the employer's CalPERS cost; and

- ~~2. Effective January 1, 2022 an additional one percent; for a total of two percent (2%) will be collected of the employees compensation reported toward the employer's cost; and~~
- ~~3. Effective January 1, 2023 an additional one percent; for a total of three percent (3%) will be collected of the employees compensation reported toward the employer's cost.~~

ARTICLE XXV PARAMEDIC BENEFIT AND CONDITIONS

25.01 Continuing Education: Paramedics will be afforded time on duty for required continuing education. In the case of a special class or other circumstance whereby the class is not available on duty, the employee will be compensated at the current overtime rate for that position. The District will reimburse tuition for all required continuing education paid by a Paramedic.

25.02 Malpractice Insurance: the District shall provide at its expense, "Professional Health Care Provider Insurance," for paramedics and other firefighters. The dollar amount will be based on the District's current policy, but will provide a minimum of one million dollars (\$1,000,000) per incident.

25.03 Preceptor Pay: Mentors and/or preceptors for paramedic trainees shall be granted five hundred dollars (\$500) for each trainee assigned to the employee as approved and/or required by the District, paid upon completion of the training assignment.

25.04 A Firefighter/Paramedic shall have the option to decertify as a Paramedic upon promotion to the rank of Engineer or Captain. Should an Engineer or Captain opt to decertify, then the employee must recertify at a minimum certification of EMT with San Diego County Accreditation.

25.05 All employees hired after January 4, 2017, will be required to maintain a valid paramedic certification with San Diego County Accreditation as a condition of continued employment.

25.06 In the event an employee is temporarily unable to maintain the appropriate license for their job classification, the Fire Chief (or designee) may approve one of the following alternatives:

1. If a position is available, temporary reassignment to a position where the certification/license is not required;
2. Allow the use of vacation leave or shift trades until the proper certification/license is restored;
3. Be placed on a provisional unpaid leave of absence;
4. If the above options are not available, or if other suitable options as approved by the Fire Chief are exhausted, the employee may be terminated.

ARTICLE XXVI WORK OUT-OF-GRADE

26.01 The term "work out-of-grade" shall be defined as the performance of significant duties in ~~one~~an upgraded classification by an employee in a classification with a lower compensation range.

26.02 If a vacancy exists and if an employee is required to work out-of-grade to fill such vacancy for more than two (2) consecutive hours, the employee shall be compensated for such out-of-grade assignment.

26.03 An employee eligible for out-of-grade pay shall be granted a ten percent (10%) increase above his/her current base salary for one classification (Example: Engineer working as a Captain, and fifteen percent (15%) increase above his/her base salary for two (2) classifications (Example: Firefighter working as a Captain).

ARTICLE XXVII ASSIGNMENT TO ADMINISTRATIVE POSITION

27.01 This Article shall apply to members of the bargaining unit who are appointed, or assigned to an administrative position. *Note: This does not apply to any employee assigned to administration because of an on- or off-duty injury.*

27.02 Compensation

- a. The employee's hourly rate and leaves will be converted to a 40-hour workweek. The hourly rate and leaves will be adjusted as specified herein. Factor from 56-hour workweek to 40-hour workweek is .714; Factor from 40-hour workweek to 56-hour workweek is 1.4.
- b. The employee will be granted a ten percent (10%) increase above his/her base salary based on the assignment to normal working hours that differ from suppression personnel.

27.03 Hours of Work

- a. The regular hours of work for an administrative position will consist of a 40-hour workweek. A flex-schedule may be offered under conditions identified by the employee's immediate supervisor and approved by the Fire Chief.
- b. Overtime may be required in order to complete assignments and/or complete additional tasks. This overtime shall be approved by the immediate supervisor prior to incurring the overtime.
- c. Employees will not be available to work overtime on days they are assigned to administration unless authorized by the Duty Chief. Employees are authorized to work up to 48 hours of overtime per week without prior approval on their scheduled days off.

27.04 Vacation Leave

- a. When an employee changes from one work schedule to another as a full time assignment, the employee's accrual rate and accumulated vacation bank will be adjusted in accordance with the ratio as specified herein. Factor from 56-hour workweek to 40-hour workweek is .714; Factor from 40-hour workweek to 56-hour workweek is 1.4.
- b. Any previously scheduled vacation prior to appointment or assignment will be honored by the District. Any future vacation use shall be with the approval of the supervisor.

27.05 Holidays

- a. The employee will be granted recognized holidays off as per the Administration schedule (Misc. employees MOU) if it falls during their assignment to Administrative Position. Employees will be required to use vacation time for the holiday. Per Article 16.02, the employee will be compensated for ½ of the holidays per the calendar year (120 hours). Employees will be expected to work five (5) of the holidays, or arrange their flex schedule so that their day off falls on the holiday. This scheduling is to be arranged with the supervisor. The holidays occurring prior to accepting this position will be considered as holidays worked. These holidays will be paid at the current hourly rate.

27.06 Physical Training

- a. In accordance with the MOU, physical training is a voluntary program and should be completed during non-work hours.

27.07 Emergency Response

- a. Members of the bargaining unit that are working a full time administrative position will remain subject to emergency callbacks.
- b. Members of the bargaining unit that are working a full time administrative position will not participate on a Stand-by Crew unless directed to do so by their immediate supervisor or by the Duty Chief.

27.08 Use of District Vehicles

- a. Members of the bargaining unit that are working a full time administrative position will be allowed the use of a district owned/leased/rented vehicle for the purpose of commuting to and from work and for business purposes. The value for the use of the vehicle will be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy. The District will report the value in the manner allowed by IRS regulations that has the least tax impact to the employee. This section may be modified based upon IRS regulations and the individual's administrative assignment.

27.09 Training

- a. Employees will be allowed to participate during normal business hours in any training that is scheduled or mandated in order to retain professional certificates or as otherwise deemed necessary by the immediate supervisor. Any additional schools, certificates, or classes must be approved by the immediate supervisor.

27.10 Return to Suppression

- a. Upon completion of the administrative assignment, the employee will return to his/her previous rank held at the time of accepting the appointment unless the employee has been promoted to another position/rank. All seniority will continue as specified in the MOU.

ARTICLE XXVIII CALL BACK TO DUTY

28.01 Call Back Defined: call back work is defined, as work required of an employee who, following completion of the employee's workday or workweek and departure from the employee's work site, is unexpectedly ordered to report to duty to perform necessary work.

28.02 Call Back Compensation: employees who are called back shall receive a minimum of four (4) hours compensation.

28.03 Hours Defined: hours worked shall be calculated beginning at the time the call back is received and acknowledged by the employee and ending when the employee is relieved of duty.

28.04 Stand-by Crews Defined: suppression personnel who have signed-up and agree to respond, as requested, for a twenty-four (24) hour tour of duty, or any portion thereof.

28.05 Standby Crew Compensation: personnel will receive \$100.00 per 24-hour tour of duty, or any portion thereof, except if a Stand-by Crewmember accepts and works more than 20 hours of volunteer overtime during the stand-by tour.

28.06 A stand-by tour of duty shall begin at 0800.

ARTICLE XXIX LIFE INSURANCE

29.01 The District shall provide a \$25,000 life insurance policy for the employee and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

ARTICLE XXX DISABILITY INSURANCE

30.01 The District shall provide long-term disability insurance provided by California Professionals Firefighters Association.

ARTICLE XXXI PHYSICAL TRAINING

31.01 The physical training program shall continue to be a voluntary program.

ARTICLE XXXII MANDATORY MESS

32.01 All members of the fire suppression bargaining unit (on shift) shall participate in a mandatory mess. There will be no District contributions. Exceptions to this article for participation shall only be for religious, dietary, or medical reasons.

ARTICLE XXXIII FAIR LABOR STANDARDS ACT (FLSA)

33.01 The District claims a 7k exemption for the purpose of establishing a work period. It will consist of a 24-day cycle, meaning that overtime provisions become applicable to non-exempt employees after 182 hours have been worked in that specific work period. For the purpose of calculating overtime, use of vacation, jury duty, and sick leave, including bereavement leave, shall be considered as time worked. Any work time lost due to a work related injury shall also be considered as time worked.

33.02 The District will continue the use of time cards for non-exempt employees. Time cards will be submitted on the day following the end of the work period.

33.03 If any provisions of the Fair Labor Standards Act are held to be non-applicable to fire service personnel, the conditions imposed as a result of the act will be null and void. A re-opener of negotiations will occur at that time.

ARTICLE XXXIV SEVERABILITY

34.01 This Memorandum is subject to all current and future applicable Federal, State, and local laws. All ordinances, rules, regulations, and policies shall be subject to the appropriate revisions, amendments, and deletions necessary to conform to the purpose, intent, and application of the provision of this Memorandum.

34.02 If any article or section of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer or meet and consult for the purpose of arriving at a mutually agreeable replacement for such article or section. The validity of the remainder of this Memorandum shall not be affected thereby.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on [December 13, 2023](#).

James H Ashcraft
President, Board of Directors

Brian Schmid
Engineer

Randall Malin
Member, Board of Directors

Trever Krueger
Captain

Correy Cooper
Captain

Chase Cantrell
Captain

EXHIBIT A

The following wage schedule becomes effective *January 1, 2024*

Position		Step A	Step B	Step C	Step D	Step E
Firefighter/Paramedic	Annual	101,701	106,786	112,125	117,731	123,618
	Monthly	8,475	8,899	9,344	9,811	10,301
	Semi-Monthly	4,238	4,449	4,672	4,905	5,151
	BASE Rate Hourly	34.925	36.671	38.505	40.430	42.451
Engineer/Paramedic	Annual	109,610	115,090	120,845	126,887	133,231
	Monthly	9,134	9,591	10,070	10,574	11,103
	Semi-Monthly	4,567	4,795	5,035	5,287	5,551
	BASE Rate Hourly	37.641	39.523	41.499	43.574	45.752
Captain	Annual	126,449	132,771	139,410	146,380	153,699
	Monthly	10,537	11,064	11,617	12,198	12,808
	Semi-Monthly	5,269	5,532	5,809	6,099	6,404
	BASE Rate Hourly	43.423	45.594	47.874	50.268	52.781

* Wage schedule for demonstrative purposes only

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EXHIBIT A

The following wage schedule becomes effective *January 1, 2025*

Position		Step A	Step B	Step C	Step D	Step E
Firefighter/Paramedic	Annual	106,786	112,125	117,731	123,618	129,799
	Monthly	8,899	9,344	9,811	10,301	10,817
	Semi-Monthly	4,449	4,672	4,905	5,151	5,408
	BASE Rate Hourly	36.671	38.505	40.430	42.451	44.574
Engineer/Paramedic	Annual	115,090	120,845	126,887	133,231	139,893
	Monthly	9,591	10,070	10,574	11,103	11,658
	Semi-Monthly	4,795	5,035	5,287	5,551	5,829
	BASE Rate Hourly	39.523	41.499	43.574	45.752	48.040
Captain	Annual	132,771	139,410	146,380	153,699	161,384
	Monthly	11,064	11,617	12,198	12,808	13,449
	Semi-Monthly	5,532	5,809	6,099	6,404	6,724
	BASE Rate Hourly	45.594	47.874	50.268	52.781	55.420

* Wage schedule for demonstrative purposes only

EXHIBIT A

The following wage schedule becomes effective *January 1, 2026*

Position		Step A	Step B	Step C	Step D	Step E
Firefighter/Paramedic	Annual	112,125	117,731	123,618	129,799	136,289
	Monthly	9,344	9,811	10,301	10,817	11,357
	Semi-Monthly	4,672	4,905	5,151	5,408	5,679
	BASE Rate Hourly	38.505	40.430	42.451	44.574	46.802
Engineer/Paramedic	Annual	120,845	126,887	133,231	139,893	146,887
	Monthly	10,070	10,574	11,103	11,658	12,241
	Semi-Monthly	5,035	5,287	5,551	5,829	6,120
	BASE Rate Hourly	41.499	43.574	45.752	48.040	50.442
Captain	Annual	139,410	146,380	153,699	161,384	169,453
	Monthly	11,617	12,198	12,808	13,449	14,121
	Semi-Monthly	5,809	6,099	6,404	6,724	7,061
	BASE Rate Hourly	47.874	50.268	52.781	55.420	58.191

* Wage schedule for demonstrative purposes only

MEMORANDUM OF UNDERSTANDING



BETWEEN
RANCHO SANTA FE FIRE PROTECTION DISTRICT
AND
RANCHO SANTA FE PROFESSIONAL FIREFIGHTERS'
ASSOCIATION – LOCAL 4349

Effective January 1, 2024
Expires December 31, 2026

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MEMORANDUM OF UNDERSTANDING
between
RANCHO SANTA FE FIRE PROTECTION DISTRICT
and
RANCHO SANTA FE PROFESSIONAL FIREFIGHTERS' ASSOCIATION – LOCAL 4349

ARTICLE I PREAMBLE

01.01 This Memorandum of Understanding is made and entered into this 1st day of January 2024 by and between the Rancho Santa Fe Fire Protection District (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Firefighters Professional Firefighters' Association – Local 4349 (hereinafter referred to as "ASSOCIATION").

01.02 This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500-3511) and has been prepared jointly by the District and Association.

ARTICLE II RECOGNITION

02.01 The District recognizes the Association as the majority representative for all classifications in the bargaining unit.

02.02 This Memorandum of Understanding is the sole and exclusive document for all Classifications identified in this Agreement between the District and the Association. This Memorandum of Understanding shall supersede all previous agreements.

02.03 Current classifications assigned to the bargaining unit are:

- a. Captain
- b. Engineer/Paramedic
- c. Firefighter/Paramedic

02.04 All provisions and benefits of this Agreement shall be applicable only to employees in classes in the above-mentioned bargaining unit.

ARTICLE III IMPLEMENTATION

03.01 This Memorandum constitutes a mutual recommendation to be jointly submitted to the District's Board of Directors following ratification of the Memorandum by the members of Association. However, this agreement is of no force or effect unless or until approved by a majority vote of the District's Board of Directors.

ARTICLE IV TERM

04.01 The term of this Memorandum shall commence on the date when the terms and conditions for its effectiveness, as set forth in Implementation, are fully met; but in no event shall said Memorandum become effective prior to 12:01 am on January 1, 2024. Memorandum shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2026.

04.02 Successor Memorandum: In the event the Association or the District desires to meet and confer on the provisions of a successor Memorandum, the requesting entity shall serve upon the other party its written request to commence meeting and conferring for such successor Memorandum. Should the

meet and confer process for a successor Memorandum exceed the term of this Agreement, all terms and conditions of this Memorandum shall be continued until an Agreement is reached.

ARTICLE V RENEGOTIATION

05.01 In the event the Association desires to meet and confer in good faith on the provision of a successor Memorandum of Understanding, it shall serve upon the District its written request to commence meeting and conferring in good faith for such successor Memorandum of Understanding.

05.02 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

ARTICLE VI MANAGEMENT RIGHTS

06.01 The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the law, the Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:

- a. to determine and administer policy;
- b. subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
- c. to determine the numbers and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- d. to determine programs;
- e. to build, move or modify facilities;
- f. to develop and administer the budget;
- g. to determine the methods of raising revenue;
- h. to take action on any matter in the event of an unforeseen emergency;
- i. to delegate to the Fire Chief and other legally appointed officers, the operation of the district, its properties and facilities including, but not limited to innovative and experimental uses of the district facilities and experimental and pilot investigation of new fire science programs.

06.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such express and specific terms are in conformance with federal and state law. Nothing in the foregoing article shall be deemed to constitute a waiver of employee rights under MMB 3500 ET seq. or other statutes.

ARTICLE VII EMPLOYEE RIGHTS

07.01 It is agreed that each individual employee shall have the following rights, which he/she may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The right to form, join and participate in the activities of employee organizations of his/her own choosing for the purpose of representation on matters of his/her employee relations with the District or not to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in his/her employee relations with the District or through an authorized Association representative.

ARTICLE VIII UNFAIR EMPLOYEE RELATIONS PRACTICE

08.01 It is agreed that it shall be an unfair employee relations practice for the District and/or the Association or its representatives:

- a. To interfere with, restrain, discriminate, intimidate, or coerce employees in the exercise of the rights recognized or granted in this Memorandum.
- b. To refuse to meet and confer in good faith with representatives of recognized employee organizations on matters within the scope of representation; or for the Association or its representatives to refuse to meet and confer in good faith on matters within the scope of representation.

ARTICLE IX GRIEVANCES

09.01 Defined: A grievance is defined as an alleged violation of the provisions of a MOU, which pertains to employment rights or working conditions not excepted by provisions of the management rights clause or reviewable under some other procedure, which adversely affects the grieving employee(s). Grievances shall not include matters outside the scope of representation, as defined in Government Code Section 3504. A grievance shall not include any claim regarding the initiation or renewal of a Memorandum of Understanding, the resolution of a meet and confer impasse, or any other matter, which is outside the scope of representation as defined by California Government Code Section 3504.

09.02 General Provisions

- a. All grievances shall be filed in writing within fifteen (15) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- b. A written statement of grievance shall identify the specific provision or provisions of this Memorandum of Understanding alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information, which gives rise to the filing of the grievance.
- c. Time limits provided for herein may be extended through mutual written consent of the parties.
- d. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.

- e. Parties to the grievance procedure shall be entitled to have a representative to act in his/her behalf at each step of the grievance procedure.

09.03 Procedures

- a. The parties shall attempt to resolve all grievances on an informal basis between the employee and/or his/her designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief, within 15 calendar days of the occurrence-giving rise to the grievance.
- b. If the parties are unable to resolve the grievance on an informal basis, the grievant shall file the grievance in writing with his/her immediate supervisor within 15 calendar days after last discussing the grievance with his/her immediate supervisor. The Fire Chief shall be served with a copy of the written grievance at the time such grievance is filed with the grievant's immediate supervisor. A grievance filed with the Chief shall be for informational purposes only; he/she shall not discuss it with the supervisor unless consulted by that person or with the grievant until and unless the grievant files it with the Chief. Only those issues unresolved by the supervisor shall be discussed with the employee at the Chief's level.
- c. If the grievance has not been settled within fifteen (15) calendar days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for resolution. If requested by either party, the Fire Chief and the grievant and/or his/her representative shall meet in an attempt to resolve the grievance. Within fifteen (15) calendar days of the filing of the grievance with the Fire Chief, the Fire Chief shall provide the grievant and/or his/her representative with a written statement regarding the grievance.
- d. If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, he/she shall submit the written grievance to the Board of Directors for resolution and/or decision. The grievant's appeal to the Board of Directors regarding the grievance must be filed with the Secretary, Board of Directors no later than fifteen (15) calendar days from the date on which the employee received the Fire Chief's written decision. All written materials and rationale, which are to be submitted by the grievant to the Board of Directors, shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors. Both the grievant or his/her representative and the Fire Chief shall be given an opportunity to argue their positions on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant, his/her representative, and the Fire Chief shall be notified in writing of the Board's decision on the grievance.
- e. If the grievance is not resolved to the employee's satisfaction and the employee wishes to appeal, the grievant may, within fifteen (15) calendar days from the response of the Board of Directors, request that the Fire Chief set up mediation.
- f. A State mediator shall mediate the dispute according to the normal rules governing mediation. There shall be no cost to the parties.

ARTICLE X DISCHARGE OR OTHER DISCIPLINARY ACTION

10.01 It is agreed that the District shall advise the employee of his/her right to representation and a written statement of the reason or reasons for any disciplinary action against him/her. All documentation upon which the charges are based shall be made available to the employee at the time such action is taken.

10.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with the following:

1. Appeal of Punitive Action Involving, Suspension (3 days or less), or Reduction in Base Pay (3 days or less) – *Informal Procedure*

Pursuant to Government Code section 11445.20, the following informal procedure shall be used for an appeal by a Firefighter of a punitive action-involving a suspension of three (3) days or less, or reduction in pay that is valued at three (3) day or less.

- a. Notice of Informal Hearing: this Discipline Policy shall serve as the notice of the District's election to proceed with an informal hearing and the District is not required to repeat this notice in connection with discipline identified in this section.
- b. Notice of Appeal to Fire Chief: within five (5) calendar days of receipt by a Firefighter of a notice of punitive action under this section, the Firefighter shall notify the Fire Chief in writing of the Firefighter's intent to appeal the punitive action.
 - i. The notice of appeal shall specify the action being appealed and the substantive and procedural grounds for appeal.
 - ii. The Fire Chief shall schedule an appeal hearing within fifteen (15) calendar days of the date of filing of the Notice of Appeal and the Administrative Manager shall notify the Employee of the time and date fixed for the Hearing.
 - iii. Upon conclusion of the appeals hearing, the Fire Chief shall review all the information and inform the Employee in writing, of Fire Chief's determination within five (5) working days after the Hearing. The written decision shall be pursuant to Government Code section 11425.50. The written decision shall be served on the employee and his or her attorney or representative. The date of mailing shall be the service date. The Firefighter shall be informed of his or her right to seek judicial review of the decision pursuant to Code of Civil Procedure section 1094.

If the Employee is dissatisfied with the determination made by the Fire Chief, he/she may appeal the determination to the Board of Directors; provided that a Written Notice of Appeal is filed with the Administrative Manager no later than fifteen (15) calendar days after the date of personal service or mailing of the Notice of the Fire Chief's decision, whichever is earlier.

- c. Notice of Appeal to Board of Directors: Upon receiving a written Notice of Appeal to the Board of Directors, the Administrative Manager shall notify the President of the Board of Directors of the appeal request. The decision of the Board of Directors shall be final and binding and not subject to any further appeal.
- d. Procedure: The Board of Directors shall set an informal hearing within fifteen (15) days from receipt of the Firefighter's notice of appeal. The District shall have the burden of proof, which shall be established by a preponderance of the evidence. The formal rules of evidence do not apply and the presiding officer may exclude evidence, which is incompetent, irrelevant, or cumulative. The District has determined cross-examination is not necessary for proper determination under the informal hearing procedure. However, the Board of Directors has the discretion to permit cross-examination of witnesses in the informal hearing if it is necessary for proper determination of the matter. The Board of Directors may permit the parties to submit either oral or written closing arguments at the conclusion of the informal hearing. The hearing shall be recorded by a court reporter only if the discipline involves loss of compensation. All other hearings may be tape recorded at the request of the parties.

The per diem cost of the court reporter shall be equally borne by the parties, and the cost of receiving a transcript of the hearing shall be borne by the party making the request.

- e. Representation: The Firefighter may be represented by an association representative or attorney of his or her choice at all stages of the proceedings. The fees and costs associated with such representation shall be borne by the Firefighter.

Decision: The Board of Directors decision shall be in writing pursuant to Government Code section 11425.50. The written decision shall be served on the employee and his or her attorney or representative. The date of mailing shall be the service date. The Firefighter shall be informed of his or her right to seek judicial review of the decision pursuant to Code of Civil Procedure section 1094.5.

2. Appeal of Punitive Action Involving Discharge, Demotion, Suspension (4 days or more), or Reduction in Pay – *Formal Hearing*

Pursuant to Government Code section 11512, the following formal procedure shall be used for an appeal by a Firefighter of a punitive action involving a discharge, demotion, suspension of (4) days or more, or reduction in pay that is valued at four (4) day or more.

- a. Notice of Discipline: in the case of punitive action, the District shall personally serve the Firefighter with a final notice of discipline in the form of an Accusation, which shall state the Firefighter's request for a hearing must be received by the District within fifteen (15) calendar days after the Accusation is personally served on the Firefighter and their representative. The notice of discipline will include the specific instructions on how the Firefighter may request the appeal. If the Accusation is served by mail, then the request for hearing must be received by the District within fifteen (15) calendar days from the date of the Accusation. The District shall secure and retain proof of service of the notice of discipline.
- b. Accusation: the final notice of discipline, which may be issued upon the conclusion of any pre-disciplinary procedures, shall serve as the Accusation per Government Code section 11500 et seq. The discipline shall not be effective sooner than 48 hours from issuance of the final notice of discipline.
- c. Notice of Defense: The Firefighter may appeal the discipline by submitting an appeal ("notice of defense" in accordance with Government Code section 11506) to the District's Administrative Manager within fifteen (15) calendar days of being served with the Accusation. The notice of defense may request a hearing, object to the Accusation, admit the Accusation in whole or in part, and/or present new matter by way of defense. The notice of defense shall be in writing, signed, and include a current mailing address.
- d. Hearing: The Firefighter shall be entitled to a hearing if the notice of defense is timely filed with the District's Administrative Manager. Failure to timely file the notice of defense shall result in a waiver of the right to a hearing. Upon receipt of the notice of defense, the District shall contact the Office of Administrative Hearings to have the matter set for hearing.
- e. Conduct of Hearing: The Administrative Law Judge will conduct the hearing(s), as s/he deems necessary to determine the pertinent facts related to the disciplinary action. Such hearing(s) shall be closed to the public unless the employee requesting the hearing(s) requests in advance that the hearing(s) be open to the public. The

employee(s) and District representative(s) shall have the right to appear before the Administrative Law Judge during such hearing and may have counsel present. If either party appears before the Administrative Law Judge, both parties shall be present.

- i. A record of the hearing shall be made and kept by a certified court reporter. The per diem fee of the certified court reporter shall be borne by the District. The cost of transcription shall be borne by the party ordering the transcript.
- ii. All fees and expenses of the Administrative Law Judge shall be borne by the District.
- iii. All fees and expenses related to the securing of a representative and/or legal counsel, witness fees and other expenses associated with representation and presentation of evidence shall be borne by the party at whose direction said expense is incurred.
- iv. The Administrative Law Judge shall hear and consider the evidence presented on behalf of the District, which constitutes the grounds for the disciplinary action. The employee shall have the right to cross-examine any witness called. Thereafter, the employee shall have the opportunity to present any competent and relevant evidence and to be represented by an attorney or other person employed at the employee's expense in a representative capacity. The District shall be entitled to cross-examine any witnesses called by the employee.
- v. The hearing need not be conducted in strict conformity with the rules of evidence as applied in a court of law, but all parties shall the substance of the rules of evidence so that the matter may be determined upon reliable evidence. Hearsay that would be inadmissible in a civil or criminal proceeding cannot alone support a finding by the hearing officer. The Administrative Law Judge shall admit evidence, including hearsay, which is of such reliability that reasonable persons rely upon it in the conduct of serious matters such as the hearing. Discovery shall be conducted in accordance with the procedures described in Government Code section 11507.6.
- vi. The burden of proof and production of evidence on the charges of discipline shall be borne by the District. The standard of proof shall be a preponderance of the evidence. The employee shall have the burden of proving any affirmative defenses.
- vii. Not later than ten (10) calendar days prior to the commencement of the hearing, the parties shall exchange lists of witnesses each intends to call at the hearing and a list of documents to be introduced at the hearing. Copies of such documents shall be attached to the list. The documents shall be served on or before the tenth (10th) calendar day prior to the commencement of the hearing. Absent a showing of good cause, failure to comply with these requirements shall result in exclusion of witness testimony and/or rejection of exhibits not designated in the submissions. The disclosure requirements do not apply to rebuttal witnesses.
- viii. The Administrative Law Judge shall be empowered to issue subpoenas for the production of persons and documents. The California Code of Civil Procedure, Evidence Code, and other applicable statutes shall apply to the validity and processing of subpoenas and to the method of service of the same.
- ix. The Administrative Law Judge shall prepare and certify his/her advisory decision to the Fire Chief and employee. A copy of the advisory decision shall be

provided to the employee's last known residential address with a proof of service regardless of the employee's representation by counsel or other.

- x. The Board of Directors of the District shall receive the advisory decision and issue the final decision. The final decision of the Board of Directors shall become effective ten (10) calendar days after it is delivered or mailed to the employee.
- xi. Should the need for a continuance of the hearing arise, the party requesting the continuance shall notify the parties within ten (10) calendar days of discovering the event or circumstances giving rise to the need for the continuance upon good cause. A continuance may be granted if the party seeking the continuance is not responsible for and has made a good faith effort to prevent the cause for the continuance.
- xii. The Firefighter shall be informed of his or her right to seek a judicial review of the decision pursuant to Code of Civil Procedure section 1094.5.
- xiii. Judicial review of the Board of Director's final decision shall be sought within the time provided for in California Code of Civil Procedure section 1094.6 (a petition for peremptory writ of mandate shall be filed no later than the 90th calendar day following the date on which the final decision is mailed by first-class mail, postage pre-paid, including a copy of the affidavit or certificate of mailing).
- xiv. Formal hearing procedures not specifically identified in this policy shall be in accordance with the provisions of the California Administrative Procedure Act, Government Code section 11500, et seq.

ARTICLE XI GENERAL PROVISIONS

11.01 Discrimination: There shall be no discrimination against any personnel or applicant because of race, color, marital status, medical condition, religion, sex, age, national origin, ancestry, or non-job related handicap or disability. Any use of masculine language in this MOU is specifically intended to include the feminine gender.

11.02 Bulletin Board: It is agreed that the District shall allow bulletin boards in agreed upon places for the use of Association in posting appropriate notices and announcements of meetings, elections, and social activities.

11.03 Dismissal during Initial Probation: It is agreed that the District shall have the right to dismiss any newly hired employee with or without cause during the initial probationary period. Such discharge shall not be subject to Article IX.

11.04 Personnel Folder: Employees shall have the right to review their individual personnel folders. Access shall be scheduled at the convenience of all the parties. Copies of all materials to be included in personnel folders shall be provided to individual employees.

11.05 Negotiating Team Rights: The District agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to three (3) representatives of the Association when said representatives are meeting and conferring on matters within the scope of representation.

11.06 Association Business: The District agrees to provide reasonable time off without loss of pay for up to four (4) representatives of the Association when such representatives are on scheduled work time and when such representatives are meeting with the District on matters within the scope of

representation, including grievances, appeals of performance evaluations, and other matters. A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving grievance, appeals of employee performance evaluations, and any pre-disciplinary matters. The representative shall not interfere with normal work operations of the District. Employees not scheduled for duty will receive no additional compensation for conducting Association business.

11.07: Payroll Deduction and Association Dues: It is agreed that Association dues and such other deductions as may be properly requested by the Association, and lawfully permitted, shall be deducted by the District from the salary of each employee covered hereby who files with the District a written authorization requesting that such deductions be made. The District shall make remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder to the Association.

ARTICLE XII SENIORITY PROVISIONS

12.01 Seniority Defined:

- a. District Seniority is defined as an employee's most recent period of unbroken, continuous service with the District. Employees shall not attain District seniority until the completion of the required probationary period, at which time District seniority shall relate back to the commencement of the most recent date of appointment.
- b. Classification Seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.

12.02 Seniority Credit:

- a. In computing seniority, credit shall be given for all classified service in the District except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.
- b. Seniority Credit shall be allowed only for the following types of absence from a position in the classified service:
 1. Absences during authorized vacation or authorized sick leave.
 2. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.
 3. In the event that an employee does not complete the probationary period in his/her classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
 4. Absence on leave made necessary by injuries sustained in the line of duty.
 5. Absence made necessary by injuries sustained in the course of employment by the District.
 6. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the District stands to benefit from employment or other activity.

12.03 Other Seniority Credit Provisions:

- a. If an employee is suspended through no fault of his/her own and is later re-employed, he/she shall not lose any seniority credit for any period of actual service; if, however, he/she has been separated from service by resignation or discharge for cause and is again employed,

he/she shall not receive any seniority credit for service rendered prior to his/her separation from service.

- b. When two or more employees are appointed on the same date in the same classification, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list from which said employees were appointed.

ARTICLE XIII REDUCTION IN FORCE

13.01 Reduction in force shall be based on seniority, least senior first. Should a reduction in force be necessary, the following will apply:

- a. When a position is to be eliminated, classification seniority will be used as the criteria. For more than one employee with the same class seniority, the next criteria will be District seniority.
- b. An affected employee shall be given the choice of either being laid off or being reduced to the previous rank held.
- c. An employee being reduced may not replace an employee who has more District Seniority, but instead must move to the next lower rank.
- d. When re-strengthening the District, all those affected by the reduction in force shall be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- e. The time limit for rehire shall be 24 months from the date of lay-off for employees who have completed initial probation. Time limit for rehire shall be six (6) months for employees who have not completed initial probation.
- f. The District agrees to meet and confer prior to a long-term (one year or more) reduction in force from the current levels.

ARTICLE XIV UNIFORMS

14.01 District shall provide Class "B" and "C" uniforms to employees. Class "A" uniform shall be subject to the provisions of the District's Standard Operating Guidelines. The District retains the right to monitor the condition of uniforms and the discretion to replace or not to replace worn and damaged clothing depending upon the reasonableness of the wear and/or damage. The District will provide other protective clothing and gear as required by law, commensurate with the duties to be performed.

14.02 Positions required to wear uniform will be provided a Uniform Allowance of \$592.08 each fiscal year.

ARTICLE XV VACATION ACCRUAL

15.01 Vacation accrual for all ranks shall be based upon years of service in accordance with the following:

Years of Service		Hours
From	To	
0	4	264
5	9	288
10	14	312
15	19	360
20	+	408

15.02 All new employees are eligible to use any accrued vacation upon completion of twelve (12) months of service.

15.03 All employees shall have the option to sell the excess of 200 hours of accrued vacation at straight time, not more than twice a year, after the work period ends that include June 30 and December 31.

15.04 A written request received by November 30th for payment of accrued vacation sold back to the district, which will be remitted by separate check on December 15th. A written request received by June 30 for payment of vacation sold back to the district, which will be remitted by separate check on July 15. No payments under this section will be reported as “reportable compensation” for retirement purposes.

15.05 Any vacation hours accrued above 600 hours on June 30 and December 31 will be automatically cashed out on July 15 and January 15 pay dates respectively.

15.06 The Association shall receive 96 hours per calendar year of Association time off with pay, in order to attend functions such as conferences, seminars, and workshops. This paid time off is only available if when used for training or education purposes relating directly to employer/employee relations or other subjects contained within this MOU. A written request for this leave is required prior to any use. The request shall be made to the Operations Chief with a minimum of fourteen (14) days’ notice.

15.07 Should the Association not use any available time off with pay during the calendar year, the Association will be allowed to carry over into the next calendar year. At no time shall the Association have more than one hundred ninety-two (192) accrued hours (or two years). The accrual shall be adjusted at the beginning of each calendar year.

ARTICLE XVI HOLIDAYS

For historical context, ‘Holidays’ and any related Holiday pay or time off was negotiated out of MOU per MOU Local 4349 Amendment No. 2 dated November 16, 2022.

ARTICLE XVII HOURS OF WORK

17.01 Work Week: The District shall establish the hours of duty to average no more than fifty-six (56) hours per week on the three (3) platoons, twenty-four (24) hour system.

17.02 Each twenty-four (24) hour tour of duty shall begin at 0800 hours and end at 0800 hours of the following day.

17.03 Overtime Defined: Overtime work shall include only that time worked by employees at the request of management that is in excess of the established day and/or workweek for that class.

17.04 Those employees covered by the Fair Labor Standards Act will receive time and one-half for all hours in excess of 182 in any one-work period.

17.05 The smallest unit of overtime shall be one-quarter hour.

ARTICLE XVIII HEALTH INSURANCE

18.01 The District shall contract with a provider(s) for medical and dental benefits for the purpose of providing employees and their eligible dependents with insurance benefits. The District agrees to contribute 80% of the average of Region 2 (or any subsequent region designated by CalPERS as the region in which the District is located) CalPERS HMO medical plans and 100% of HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance; this is defined as a District Contribution. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed 80% of the average HMO medical/dental plans offered per month, the affected employee will be responsible for the difference.

18.02 Any unused premium amount from the District Contribution may be used for medical/dental care expenses as defined by Internal Revenue Code section 213(d) and described in IRS Publication 502 (Medical and Dental Expenses) for a maximum period of 12 months. These funds will be in the Active Health Reimbursement Arrangement (AHRA). After the 12-month period expires, 100% of any unused amount from the District Contribution (AHRA) shall be transferred to the employee's Funded Health Reimbursement Arrangement (FHRA). At the conclusion of December 31st, employees will have until January 31st to submit claims in the TASC (or similar) system for reimbursement of previous calendar year expenses. Anything submitted after January 31st for the previous calendar year will be declined. On February 1st, 100% of remaining funds in the AHRA will then be transferred into the FHRA. NOTE: If an employee separates from employment during the 12-month period, the unused amount from the District Contribution (AHRA) shall be forfeited after 30 days. The unused amount from the District Contribution (AHRA) cannot be cashed out.

18.03 The District will strive to provide every eligible employee with options for group medical and dental insurance plans. If eligible dependents are enrolled in the group insurance, they must be enrolled in the same coverage as the employee.

18.04 Eligible full-time employees may elect to opt out of only the medical insurance (entire dental insurance premium to be paid by employee), if proof of alternative group health coverage that complies with the ACA's health care reform mandates can be provided to the District. If an eligible full-time employee opts out of medical insurance, the District shall provide a capped rate of \$1,000 per month (\$12,000 annually), minus monthly dental premium amount chosen by employee and required by contract. Any unused premium amounts shall be transferred to the employee's Active Health Reimbursement Arrangement (AHRA) to be utilized per the provisions in 18.02.

18.05 District employees, upon retirement, at no additional cost to active employees or to the District shall be allowed to remain on the group dental plan until age 65. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost.

ARTICLE XIX FUNDED HEALTH REIMBURSEMENT ARRANGEMENT (FHRA)

19.01 All Employees covered by this agreement shall be required to participate in a District administered Funded Health Reimbursement Arrangement (FHRA). The following terms apply:

- a. A monetary contribution will be made by the District in the amount of \$100 per employee per month.
- b. If the employee has an excess of 500 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (144 minus sick leave used) will be contributed to the FHRA at the employee's hourly rate effective December 31.

ARTICLE XX SICK LEAVE

20.01 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. The non-shift employee shall accrue 8 hours per month. Sick leave shall be accumulated with no maximum accrual.

20.02 The accrual rate shall apply to the employee's permanent work schedule and not be changed for temporary or short-term assignments.

20.03 When an employee changes from one work schedule to another work schedule as a permanent assignment, accumulated leave shall be adjusted in accordance to the ratio of one work schedule to the other. Example: factor from 56-hour workweek to 40-hour workweek is .714, and factor from 40-hour workweek to 56-hour workweek is 1.4.

20.04 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for the purpose of caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

20.05 Definition of Immediate Family - As defined in California Labor Code section 245.5

20.06 At retirement, unused sick leave shall be converted as follows:

- a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable; or
- b. The employee may convert unused sick leave hours to an employee's FHRA at a ratio of 2:1. A minimum of 500 sick leave hours is required to be eligible for this option. The FHRA contribution shall be calculated at the straight time rate, and shall not exceed the value of 40 shifts or 960 hours.

ARTICLE XXI BEREAVEMENT LEAVE

21.01 Bereavement leave shall be granted for the death or imminent death of any employee's immediate family or dependent, including spouse's immediate family or dependent. Bereavement leave shall not exceed three (3) days for non-shift employees or two (2) shifts for shift employees. For family or dependents that reside out of state, bereavement leave shall be extended to four (4) days for non-shift employees and three (3) shifts for shift employees. No paid leave shall be granted without prior administrative approval. All bereavement leave shall be charged against the employee's accrued sick leave. The sick leave used for bereavement leave shall be deducted from the December 31 prior year balance when determining the FHRA contribution.

"Family member" means a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in Section 12945.2.

ARTICLE XXII COURT LEAVE (JURY DUTY)

22.01 All employees will be allowed paid time for jury duty or any job related court appearance, or deposition. Any other appearances that are non-job related must use vacation time or shift trades.

22.02 All jury duty fees received except for expenses shall be returned to the District.

ARTICLE XXIII WAGES

23.01 Pay rate for all employees will be expressed and paid as an hourly rate. *(Note: Approximate monthly compensation is provided as information only.)* Adjustments to the employee's semi-monthly paycheck for overtime compensation will be made on the paycheck following the close of the work period in which there is an adjustment. An allowance of at least seven days is allowed for preparation of payroll and the accounting procedures normally associated with payroll matters.

23.02 Wage Schedule

The wage schedules listed on Exhibit A will be as follows:

1. Effective January 1, 2024, the classification salary schedules (base salary) listed in the Appendix reflects an increase of nineteen percent (19%).
2. Effective January 1, 2025, the classification salary schedules (base salary) listed in the Appendix reflects an increase of five percent (5%).
3. Effective January 1, 2026, the classification salary schedules (base salary) listed in the Appendix reflects an increase of five percent (5%).

23.03 Overtime Compensation Rate: - Compensation rate shall be paid in accordance with Article XVII of this Memorandum of Understanding.

23.04 Promotion/Salary Increase - When an employee is promoted, he/she shall move to the appropriate step that would provide a minimum increase in salary of 5%, if applicable.

23.05 Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to renegotiate with respect to a change in market or financial conditions covered herein.

ARTICLE XXIV RETIREMENT

24.01 Retirement: the District shall retain a retirement plan with the Public Employees Retirement System (PERS) 3% @ 50 plan for all employees hired before March 31, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3)

ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

24.02 All employees enrolled in the PERS 3% @ 50 plan will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

24.03 For employees hired after April 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (PERS) 3% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

a. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

24.04 All employees enrolled in the PERS 3% @ 55 plan will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth Level.

24.05 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

24.06 The District agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.

24.07 In addition to paying the member contributions identified above, classic safety members (Tier 1 & Tier 2) shall engage in cost-sharing, pursuant to Government Code section 20516 (f), by contributing additional percentage(s) of the employee's compensation reported to CalPERS towards the employer's CalPERS cost based upon the following:

- Effective January 1, 2024: Classic safety members (Tier 1 & Tier 2) shall increase by 1.75% for a total of 13.75% employee contribution.

ARTICLE XXV PARAMEDIC BENEFIT AND CONDITIONS

25.01 Continuing Education: Paramedics will be afforded time on duty for required continuing education. In the case of a special class or other circumstance whereby the class is not available on duty, the employee will be compensated at the current overtime rate for that position. The District will reimburse tuition for all required continuing education paid by a Paramedic.

25.02 Malpractice Insurance: District shall provide at its expense, "Professional Health Care Provider Insurance," for paramedics and other firefighters. The dollar amount will be based on the District's current policy, but will provide a minimum of one million dollars (\$1,000,000) per incident.

25.03 Preceptor Pay: Mentors and/or preceptors for paramedic trainees shall be granted five hundred dollars (\$500) for each trainee assigned to the employee as approved and/or required by the District, paid upon completion of the training assignment.

25.04 A Firefighter/Paramedic shall have the option to decertify as a Paramedic upon promotion to the rank of Engineer or Captain. Should an Engineer or Captain opt to decertify, then the employee must recertify at a minimum certification of EMT with San Diego County Accreditation.

25.05 All employees hired after January 4, 2017, will be required to maintain a valid paramedic certification with San Diego County Accreditation as a condition of continued employment.

25.06 In the event an employee is temporarily unable to maintain the appropriate license for their job classification, the Fire Chief (or designee) may approve one of the following alternatives:

1. If a position is available, temporary reassignment to a position where the certification/license is not required;
2. Allow the use of vacation leave or shift trades until the proper certification/license is restored;
3. Be placed on a provisional unpaid leave of absence;
4. If the above options are not available, or if other suitable options as approved by the Fire Chief are exhausted, the employee may be terminated.

ARTICLE XXVI WORK OUT-OF-GRADE

26.01 The term "work out-of-grade" shall be defined as the performance of significant duties in an upgraded classification by an employee in a classification with a lower compensation range.

26.02 If a vacancy exists and if an employee is required to work out-of-grade to fill such vacancy for more than two (2) consecutive hours, the employee shall be compensated for such out-of-grade assignment.

26.03 An employee eligible for out-of-grade pay shall be granted a ten percent (10%) increase above his/her current base salary for one classification (Example: Engineer working as a Captain, and fifteen percent (15%) increase above his/her base salary for two (2) classifications (Example: Firefighter working as a Captain).

ARTICLE XXVII ASSIGNMENT TO ADMINISTRATIVE POSITION

27.01 This Article shall apply to members of the bargaining unit who are appointed, or assigned to an administrative position. *Note: This does not apply to any employee assigned to administration because of an on- or off-duty injury.*

27.02 Compensation

- a. The employee's hourly rate and leaves will be converted to a 40-hour workweek. The hourly rate and leaves will be adjusted as specified herein. Factor from 56-hour workweek to 40-hour workweek is .714; Factor from 40-hour workweek to 56-hour workweek is 1.4.
- b. The employee will be granted a ten percent (10%) increase above his/her base salary based on the assignment to normal working hours that differ from suppression personnel.

27.03 Hours of Work

- a. The regular hours of work for an administrative position will consist of a 40-hour workweek. A flex-schedule may be offered under conditions identified by the employee's immediate supervisor and approved by the Fire Chief.
- b. Overtime may be required in order to complete assignments and/or complete additional tasks. This overtime shall be approved by the immediate supervisor prior to incurring the overtime.
- c. Employees will not be available to work overtime on days they are assigned to administration unless authorized by the Duty Chief. Employees are authorized to work up to 48 hours of overtime per week without prior approval on their scheduled days off.

27.04 Vacation Leave

- a. When an employee changes from one work schedule to another as a full time assignment, the employee's accrual rate and accumulated vacation bank will be adjusted in accordance with the ratio as specified herein. Factor from 56-hour workweek to 40-hour workweek is .714; Factor from 40-hour workweek to 56-hour workweek is 1.4.
- b. Any previously scheduled vacation prior to appointment or assignment will be honored by the District. Any future vacation use shall be with the approval of the supervisor.

27.05 Holidays

- a. The employee will be granted recognized holidays off as per the Administration schedule (Misc. employees MOU) if it falls during their assignment to Administrative Position. Employees will be required to use vacation time for the holiday.

27.06 Physical Training

- a. In accordance with the MOU, physical training is a voluntary program and should be completed during non-work hours.

27.07 Emergency Response

- a. Members of the bargaining unit that are working a full time administrative position will remain subject to emergency callbacks.
- b. Members of the bargaining unit that are working a full time administrative position will not participate on a Stand-by Crew unless directed to do so by their immediate supervisor or by the Duty Chief.

27.08 Use of District Vehicles

- a. Members of the bargaining unit that are working a full time administrative position will be allowed the use of a district owned/leased/rented vehicle for the purpose of commuting to and from work and for business purposes. The value for the use of the vehicle will be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy. The District will report the value in the manner allowed by IRS regulations that has the least tax impact to the employee. This section may be modified based upon IRS regulations and the individual's administrative assignment.

27.09 Training

- a. Employees will be allowed to participate during normal business hours in any training that is scheduled or mandated in order to retain professional certificates or as otherwise deemed necessary by the immediate supervisor. Any additional schools, certificates, or classes must be approved by the immediate supervisor.

27.10 Return to Suppression

- a. Upon completion of the administrative assignment, the employee will return to his/her previous rank held at the time of accepting the appointment unless the employee has been promoted to another position/rank. All seniority will continue as specified in the MOU.

ARTICLE XXVIII CALL BACK TO DUTY

28.01 Call Back Defined: call back work is defined, as work required of an employee who, following completion of the employee's workday or workweek and departure from the employee's work site, is unexpectedly ordered to report to duty to perform necessary work.

28.02 Call Back Compensation: employees who are called back shall receive a minimum of four (4) hours' compensation.

28.03 Hours Defined: hours worked shall be calculated beginning at the time the call back is received and acknowledged by the employee and ending when the employee is relieved of duty.

28.04 Stand-by Crews Defined: suppression personnel who have signed-up and agree to respond, as requested, for a twenty-four (24) hour tour of duty, or any portion thereof.

28.05 Standby Crew Compensation: personnel will receive \$100.00 per 24-hour tour of duty, or any portion thereof, except if a Stand-by Crewmember accepts and works more than 20 hours of volunteer overtime during the stand-by tour.

28.06 A stand-by tour of duty shall begin at 0800.

ARTICLE XXIX LIFE INSURANCE

29.01 The District shall provide a \$25,000 life insurance policy for the employee and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

ARTICLE XXX DISABILITY INSURANCE

30.01 The District shall provide long-term disability insurance provided by California Professionals Firefighters Association.

ARTICLE XXXI PHYSICAL TRAINING

31.01 The physical training program shall continue to be a voluntary program.

ARTICLE XXXII MANDATORY MESS

32.01 All members of the fire suppression bargaining unit (on shift) shall participate in a mandatory mess. There will be no District contributions. Exceptions to this article for participation shall only be for religious, dietary, or medical reasons.

ARTICLE XXXIII FAIR LABOR STANDARDS ACT (FLSA)

33.01 The District claims a 7k exemption for the purpose of establishing a work period. It will consist of a 24-day cycle, meaning that overtime provisions become applicable to non-exempt employees after 182 hours have been worked in that specific work period. For the purpose of calculating overtime, use of vacation, jury duty, and sick leave, including bereavement leave, shall be considered as time worked. Any work time lost due to a work related injury shall also be considered as time worked.

33.02 The District will continue the use of time cards for non-exempt employees. Time cards will be submitted on the day following the end of the work period.

33.03 If any provisions of the Fair Labor Standards Act are held to be non-applicable to fire service personnel, the conditions imposed as a result of the act will be null and void. A re-opener of negotiations will occur at that time.

ARTICLE XXXIV SEVERABILITY

34.01 This Memorandum is subject to all current and future applicable Federal, State, and local laws. All ordinances, rules, regulations, and policies shall be subject to the appropriate revisions, amendments, and deletions necessary to conform to the purpose, intent, and application of the provision of this Memorandum.

34.02 If any article or section of this Memorandum is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer or meet and consult for the purpose of arriving at a mutually agreeable replacement for such article or section. The validity of the remainder of this Memorandum shall not be affected thereby.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on December 13, 2023.

James H Ashcraft
President, Board of Directors

Brian Schmid
Engineer

Randall Malin
Member, Board of Directors

Trever Krueger
Captain

Correy Cooper
Captain

Chase Cantrell
Captain

EXHIBIT A

The following wage schedule becomes effective *January 1, 2024*

Position		Step A	Step B	Step C	Step D	Step E
Firefighter/Paramedic	Annual	101,701	106,786	112,125	117,731	123,618
	Monthly	8,475	8,899	9,344	9,811	10,301
	Semi-Monthly	4,238	4,449	4,672	4,905	5,151
	BASE Rate Hourly	34.925	36.671	38.505	40.430	42.451
Engineer/Paramedic	Annual	109,610	115,090	120,845	126,887	133,231
	Monthly	9,134	9,591	10,070	10,574	11,103
	Semi-Monthly	4,567	4,795	5,035	5,287	5,551
	BASE Rate Hourly	37.641	39.523	41.499	43.574	45.752
Captain	Annual	126,449	132,771	139,410	146,380	153,699
	Monthly	10,537	11,064	11,617	12,198	12,808
	Semi-Monthly	5,269	5,532	5,809	6,099	6,404
	BASE Rate Hourly	43.423	45.594	47.874	50.268	52.781

* Wage schedule for demonstrative purposes only

EXHIBIT A

The following wage schedule becomes effective *January 1, 2025*

Position		Step A	Step B	Step C	Step D	Step E
Firefighter/Paramedic	Annual	106,786	112,125	117,731	123,618	129,799
	Monthly	8,899	9,344	9,811	10,301	10,817
	Semi-Monthly	4,449	4,672	4,905	5,151	5,408
	BASE Rate Hourly	36.671	38.505	40.430	42.451	44.574
Engineer/Paramedic	Annual	115,090	120,845	126,887	133,231	139,893
	Monthly	9,591	10,070	10,574	11,103	11,658
	Semi-Monthly	4,795	5,035	5,287	5,551	5,829
	BASE Rate Hourly	39.523	41.499	43.574	45.752	48.040
Captain	Annual	132,771	139,410	146,380	153,699	161,384
	Monthly	11,064	11,617	12,198	12,808	13,449
	Semi-Monthly	5,532	5,809	6,099	6,404	6,724
	BASE Rate Hourly	45.594	47.874	50.268	52.781	55.420

* Wage schedule for demonstrative purposes only

EXHIBIT A

The following wage schedule becomes effective *January 1, 2026*

Position		Step A	Step B	Step C	Step D	Step E
Firefighter/Paramedic	Annual	112,125	117,731	123,618	129,799	136,289
	Monthly	9,344	9,811	10,301	10,817	11,357
	Semi-Monthly	4,672	4,905	5,151	5,408	5,679
	BASE Rate Hourly	38.505	40.430	42.451	44.574	46.802
Engineer/Paramedic	Annual	120,845	126,887	133,231	139,893	146,887
	Monthly	10,070	10,574	11,103	11,658	12,241
	Semi-Monthly	5,035	5,287	5,551	5,829	6,120
	BASE Rate Hourly	41.499	43.574	45.752	48.040	50.442
Captain	Annual	139,410	146,380	153,699	161,384	169,453
	Monthly	11,617	12,198	12,808	13,449	14,121
	Semi-Monthly	5,809	6,099	6,404	6,724	7,061
	BASE Rate Hourly	47.874	50.268	52.781	55.420	58.191

* Wage schedule for demonstrative purposes only

RESOLUTION No. 2023-18

A RESOLUTION OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT BOARD OF
DIRECTORS ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE
RANCHO SANTA FE FIRE PROTECTION DISTRICT AND THE RANCHO SANTA FE
EMPLOYEES ASSOCIATION.

This Memorandum of Understanding, hereinafter referred to as the "MOU", is by and between the Rancho Santa Fe Fire Protection District, hereinafter referred to as the "District", and the Rancho Santa Fe Employees Association, hereinafter referred to as "Association", and is intended to outline the term of the contract for wages, hours, and working conditions for the group of employees identified.

WHEREAS, the authorized representatives of the District and the authorized representatives of the Association have met and conferred pursuant to California Government Code Section 3500 et seq. for a successor MOU; and

WHEREAS, the District and the Association representatives acknowledge that the District and Association reached agreement on matters within the scope of representation and prepared a written MOU.

WHEREAS, the Association has agreed and ratified the MOU; and

WHEREAS, the District's representatives have recommended that the Board of Directors adopt MOU.

NOW THEREFORE, the District and the Association agree to MOU (Exhibit A) for a term January 1, 2024, through December 31, 2026.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on December 13, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST: _____
Dave McQuead
Fire Chief



Memorandum of Understanding

Between
Rancho Santa Fe Fire Protection District
and
Rancho Santa Fe Fire Protection District
Employees Association

Effective January 1, 2024
Expires December 31, 2026

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MEMORANDUM OF UNDERSTANDING

Rancho Santa Fe Fire Protection District
and
Rancho Santa Fe Fire Protection District Employees Association

ARTICLE I – PREAMBLE

- 01.01 This Memorandum of Understanding (MOU) is made and entered into this 1st day of January 2024 by and between the Rancho Santa Fe Fire Protection District (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Fire Protection District Employee Association (hereinafter referred to as "Association").
- 01.02 This MOU is entered into pursuant to the Meyers-Milias-Brown (MMB) Act (Government Code Section 3500-3511) and has been prepared jointly by the District and Association.
- 01.03 It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Association to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.
- 01.04 Representatives of the District and the Association have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.
- 01.05 This MOU is the sole and exclusive document for classifications identified in this Agreement between the District and the Association. This MOU shall supersede all previous agreements and resolutions.

ARTICLE II – RECOGNITION

- 02.01 The District recognizes the Association as the official representative for all positions listed below.
- 02.02 Current classifications assigned to the bargaining unit are:
- a. Accounting Specialist 1
 - b. Accounting Specialist 2
 - c. Accounting Technician
 - d. Community Risk Reduction Specialist
 - e. Deputy Fire Marshal
 - f. Executive Assistant/Board Clerk
 - g. Fire Prevention Specialist
 - h. Fire Prevention Specialist II

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- i. Human Resource Analyst
- j. Permit Technician

02.03 All provisions and benefits of this Agreement shall be applicable only to employees in positions in the above-mentioned bargaining unit.

02.04 Position Reclassification. The District reserves the right to reclassify positions/titles, which is allocated to the same range of the basic salary schedule, as is the class of the position before it was reclassified or retitled.

ARTICLE III – IMPLEMENTATION

03.01 This MOU constitutes a mutual recommendation to be jointly submitted to the District's Board of Directors following ratification of the Memorandum by the members of the Association. However, this MOU is of no force or effect unless or until approved by a majority vote of the District's Board of Directors.

ARTICLE IV – TERM

04.01 The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article III: Implementation, are fully met; but in no event shall said MOU become effective prior to 12:01 am on January 1, 202~~4~~¹. MOU shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 202~~6~~³. Unless otherwise indicated in the agreement, all terms of employment and benefits shall be in full force and effect for the term of the agreement, circumstances beyond the control of the employer accepted.

ARTICLE V – RENEGOTIATION

05.01 Renegotiation: In the event the Association or the District desires to meet and confer on the provisions of a successor MOU, the requesting entity shall serve upon the other party its written request to commence meeting and conferring for such successor MOU. Should the meet and confer process for a successor MOU exceed the term of this Agreement, all terms and conditions of this MOU shall be continued until an agreement is reached.

05.02 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

05.03 It is agreed that under special circumstances, and with the approval of the Association, employee, and District, each employee will have the right to negotiate individually with the Rancho Santa Fe Fire Protection District their work hours and number of days of work each week, and the duration of the request. An employee may choose to use an authorized Association representative to negotiate those hours and days of employment.

ARTICLE VI – MANAGEMENT RIGHTS

06.01 The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the law, the Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:

- a. to determine and administer policy;
- b. subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
- c. to determine the numbers and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- d. to determine programs;
- e. to build, move or modify facilities;
- f. to develop and administer the budget;
- g. to determine the methods of raising revenue;
- h. to take action on any matter in the event of an unforeseen emergency;
- i. to delegate to the Fire Chief and other legally appointed officers, the operation of the District, its properties, and facilities.

06.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such express and specific terms are in conformance with federal and state law. Nothing in the foregoing article shall be deemed to constitute a waiver of employee rights under MMB Act 3500 ET seq. or other statutes.

ARTICLE VII – EMPLOYEE RIGHTS

07.01 It is agreed that each individual employee shall have the following rights, which they may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The rights to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of their employee relations with the District or not to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to their membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in their employee relations with the District or through an authorized Association representative. The representative shall not interfere with normal work operations of the District.

ARTICLE VIII – ASSOCIATION ACCESS

08.01 Authorized Association representatives shall be granted access to work locations for the purpose of conducting grievance investigations or contacting members of the Association

concerning business within the scope of representation. Association representatives shall not interfere with the work operations of the District.

- 08.02 Association representatives have the right to meet with employees during coffee, rest, or lunch breaks at District facilities as may be available.
- 08.03 It is agreed that the Association may use District facilities to conduct general meetings when such facilities are available and with the approval of the Fire Chief.
- 08.04 Bulletin Board: It is agreed that the District will allow bulletin boards in agreed upon places, including e-mail, for the use of the Association in posting appropriate notices and announcements of meetings, elections, social activities, and any other Association official business.

ARTICLE IX – GENERAL PROVISIONS

- 09.01 Discrimination: There shall be no discrimination against any personnel or applicant because of race, color, marital status, medical condition, religion, sex, age, national origin, ancestry, or non-job related handicap or disability. Any use of masculine language in this MOU is specifically intended to include the feminine gender.
- 09.02 Dismissal during Initial Probation: It is agreed that the District shall have the right to dismiss any newly hired employee with or without cause during the initial probationary period. Such discharge shall not be subject to Article XXVI: Grievances.
- 09.03 Personnel Folder: Employees shall have the right to review their individual personnel folders. Access shall be scheduled at the convenience of all the parties. Copies of all materials to be included in personnel folders shall be provided to individual employees.
- 09.04 Negotiating Team Rights: The District agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to two (2) representatives of the Association when said representatives are meeting and conferring on matters within the scope of representation.
- 09.05 Association Business: The District agrees to provide reasonable time off without loss of pay for up to two (2) representatives of the Association when such representatives are on scheduled work time and when such representatives are meeting with the District on matters within the scope of representation, including grievances, appeals of performance evaluations, and other matters. A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving grievance, appeals of employee performance evaluations, and any pre-disciplinary matters. The representative shall not interfere with normal work operations of the District. Employees not scheduled for duty will receive no additional compensation for conducting Association business.
- 09.06 Payroll Deduction and Association Dues: It is agreed that Association dues and such other deductions as may be properly requested by the Association, and lawfully permitted, shall

be deducted by the District from the salary of each employee covered hereby who files with the District a written authorization requesting that such deductions be made. The District shall make remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder to the Association.

ARTICLE X – HOURS OF EMPLOYMENT

- 10.01 Established work hours for District employees assigned to Administration shall normally be ~~8:00~~7:00 a.m. to 5:30 p.m., based on a (4 days) 10 hr schedule, unless alternative hours are established by the Fire Chief.

ARTICLE XI – WAGES

- 11.01 Pay rate for all employees will be expressed and paid as an hourly rate. (Note: Approximate monthly compensation is provided as information only.) Adjustments to the employee's semi-monthly paycheck for overtime compensation will be made on the paycheck following the close of the work period in which there is an adjustment. An allowance of at least seven days is allowed for preparation of payroll and the accounting procedures normally associated with payroll matters.

- 11.02 Wage Schedule: Hourly Wage Schedules for January 1, 202~~4~~1 through December 31, 202~~6~~3 for all positions covered by this MOU are shown in Appendix A1-A3.

1. Effective January 1, 202~~4~~1, the classification salary schedules (base salary) listed in the Appendix shall be increased by nineteenthree percent (~~19~~3%).
2. Effective January 1, 202~~5~~2, the classification salary schedules (base salary) listed in the Appendix shall be increased by fivethree percent (~~5~~3%).
3. Effective January 1, 202~~6~~3, the classification salary schedules (base salary) listed in the Appendix shall be increased by fivethree percent (~~5~~3%).
 - a. ~~Exception: If the FY21/22 expected assessed valuation exceeds an increase of 4.5%, then a one time stipend of 1% of annual base wages will be paid to each full time employee by January 31, 2022 based on the December 31, 2021 compensation rates.~~
 - b. ~~Exception: If the FY22/23 expected assessed valuation exceeds an increase of 4.5%, then a one time stipend of 1% of annual base wages will be paid to each full time employee by January 31, 2023 based on the December 31, 2022 compensation rates.~~

- 11.03 Overtime Compensation Rate: Compensation rate shall be paid in accordance with Article XII of this MOU.

- 11.04 Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to renegotiate with respect to a change in market or financial conditions covered herein.

ARTICLE XII – OVERTIME COMPENSATION

- 12.01 Overtime work shall include only that time worked by employees at the request of management that is in excess of the established day and/or work week for that class. This overtime shall be compensated by cash payment under the provisions below. Paid leave shall be considered time worked for the purposes of calculating overtime.
- 12.02 In accordance with the Fair Labor Standards Act, non-exempt employees will receive time and one-half for all hours in excess of 40 hours in any workweek.
- 12.03 The smallest unit of overtime shall be one-quarter hour.
- 12.04 All employees covered by this MOU are subject to be recalled to work in the event of emergencies or unusual conditions as determined by the Fire Chief or designee. Recalled may be defined as an employee that is requested to return to the workplace from home or another location. Employees who are called back shall receive a minimum of four (4) hours compensation. Hours worked shall be calculated beginning at the time the call back is received and acknowledged by the employee and ending when the employee is relieved from duty.
- 12.05 The employee may elect to receive authorized Compensatory Time Off (CTO) in lieu of overtime pay. CTO shall be credited at a rate of one and one half hours earned to one overtime hour worked. A maximum of 80 hours may be accumulated, after which said employee must accept overtime pay in lieu of accruing additional compensatory time. Upon request, an employee may elect to cash out unused Compensatory Time Off once a year. Each employee must notify the payroll office prior to November 1 each year if this option is to be selected. This will be paid separately at the hourly rate that is in effect October 31 and paid with the November 15 paycheck.

ARTICLE XIII – WORK OUT-OF-CLASS

- 13.01 The term "work out-of-class" shall be defined as the performance of significant duties in one classification by an employee in a classification with a lower compensation range.
- 13.02 If a vacancy exists and if an employee is required to work out-of-class to fill such vacancy for more than thirty days, the employee shall be compensated for such out-of-class assignment.
- 13.03 An employee eligible for out-of-class pay shall be granted a ten percent (10%) increase above their current base salary.

ARTICLE XIV – FIRE INVESTIGATION DUTY

- 14.01 Fire Investigation Duty Standby Pay. Any Fire Prevention Officer that is a District certified fire investigation and willing to cover Fire Investigation Duty in a scheduled duty rotation would receive an addition \$~~2,500.70~~ to their hourly rate. The Fire Investigation Duty certification requirements is outlined in Appendix B

ARTICLE XV – RETIREMENT

15.01 Retirement: The District shall retain a retirement plan with the Public Employees Retirement System (PERS) 2.7% @ 55 plan for all employees hired before April 1, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit - Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

15.02 All employees enrolled in the CalPERS 2.7% @ 55 plan will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

15.03 For employees hired after April 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (CalPERS) 2.5% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

- a. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

15.04 All employees enrolled in the PERS 2.5% @ 55 plan will contribute 100% of the employee's contribution toward the employee contribution for all reportable wages. The employee will also contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth level.

15.05 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

15.06 The District agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.

ARTICLE XVI – VACATION ACCRUAL

16.01 Vacation accrual for all positions shall be based upon years of service in accordance with the following:

0 - 4 years	80 hours annually
5 - 9 years	120 hours annually
10 - 14 years	160 hours annually
15 - 19 years	180 hours annually

20+ years 200 hours annually

- 16.02 All new employees are eligible to use any accrued vacation upon completion of six (6) months of service.
- 16.03 All employees shall have the option to sell the excess of 80 hours of accrued vacation at straight time, not more than twice a year, after the work period ends that include June 30 and December 31.
- 16.04 An employee may only sell a maximum of 200 hours of accrued vacation per calendar year. Minimum vacation accrual balances are required as identified in 16.03.
- 16.05 An employee's vacation hours may not exceed two years of accrual, without the approval of the Fire Chief.
- 16.06 A written request received by ~~November 30th~~~~December 31~~ for payment of accrued vacation sold back to the District, which will be remitted by separate check on ~~December 15th~~~~January 15~~. A written request received by June 30 for payment of vacation sold back to the District, which will be remitted by separate check on July 15. No payments under this section will be reported as "reportable compensation" for retirement purposes.

ARTICLE XVII – HOLIDAYS

17.01 For the purpose of this Article, the legal "holiday" shall mean and include the following days:

- a. New Year's Day (January 1)
- b. Martin Luther King Day (third Monday in January)
- c. President's Day (third Monday in February)
- d. Memorial Day (fourth Monday in May)
- e. Independence Day (July 4)
- f. Labor Day (first Monday in September)
- g. Veteran's Day (November 11)
- h. Thanksgiving Day (fourth Thursday in November)
- i. Day after Thanksgiving Day
- j. Christmas Day (December 25)
- k. Floating Holiday

ARTICLE XVIII – SICK LEAVE

- 18.01 Employees shall accrue sick leave at the rate of 8 hours per month or 96 hours per year. Sick leave shall be accumulated with no maximum accrual.
- 18.02 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for the purpose of caring for a member of their immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

18.03 Definition of "Immediate Family" – ~~Immediate family shall include employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household. As defined in California Labor Code section 245.5~~

18.04 At retirement, all unused sick leave shall be converted as follows:
a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable; and
b. Convert unused sick leave hours to an employee's [Funded Health Reimbursement Arrangement \(FHRA\)](#) ~~RHSA~~ at a ratio of 2:1. A minimum of 357 sick leave hours is required to be eligible for this option. The ~~FHRA~~ ~~RHSA~~ contribution shall be calculated at the straight time rate, and shall not exceed the value of 685 hours.

ARTICLE XIX – COURT LEAVE (JURY DUTY)

19.01 All employees will be allowed paid time for jury duty or any job related court appearance, or deposition. Any other appearances that are non-job related must use vacation time or leave of absence without pay.

19.02 All jury duty fees received except for expenses shall be returned to the District.

19.03 To insure proper coverage, an employee who receives a notice of jury duty shall, within 72 hours of receipt of notice, notify and present the notice to their supervisor.

ARTICLE XX – BEREAVEMENT LEAVE

20.01 Bereavement leave shall be granted for the death or imminent death of any employee's immediate family or dependent, including spouse's immediate family or dependent. Bereavement leave shall not exceed ~~three (3)~~ five (5) days, based on Government code section 12945.7. ~~For family or dependents that reside out of state, bereavement leave shall be extended to four (4) days.~~ No paid leave shall be granted without prior administrative approval. All bereavement leave shall be charged against accrued sick leave.

Refer to Article XVI: SICK LEAVE, section ~~186~~.03 for definition of immediate family. This definition also applies to the spouse's immediate family.

ARTICLE XXI – LEAVE OF ABSENCE WITHOUT PAY

21.01 Upon approval of the employee's supervisor, an employee may be granted leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interest of the District, for a period of not to exceed thirty (30) days.

21.02 Leave of absence is unpaid leave and not approved for an employee to seek gainful employment.

21.03 Leave of absence without pay may be granted after all paid leave available has been used.

ARTICLE XXII – HEALTH INSURANCE

22.01 The District shall contract with a provider(s) for medical and dental benefits for the purpose of providing employees and their eligible dependents with insurance benefits. The District agrees to contribute 80% of the average of Region 2 (or any subsequent region designated by CalPERS as the region in which the District is located) CalPERS HMO medical plans and 100% of an HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance; this is defined as a District Contribution. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed 80% of the average HMO medical/dental plans offered per month, the affected employee will be responsible for the difference.

22.02 Any unused premium amount from the District Contribution may be used for medical/dental expenses as defined by Administrative Policy Internal Revenue Code section 213(d) and described in IRS Publication 502 (Medical and Dental Expenses) for a maximum period of 1248 months. These funds will be in the Active Health Reimbursement Arrangement (AHRA). After the 1248-month period expires, 100% of any unused amount from the District Contribution (AHRA) premium shall be transferred to the employee's Retirement Health Savings Account Funded Health Reimbursement Arrangement (FHRA). At the conclusion of December 31st, employees will have until January 31st to submit claims for reimbursement in the TASC (or similar) system for reimbursement of the previous calendar year. Anything submitted after January 31st for the previous calendar year will be declined. On February 1st, 100% of remaining funds in the Active Health Reimbursement Arrangement (AHRA) will then be transferred into the Funded Health Reimbursement Arrangement (FHRA). NOTE: If an employee separates from employment during the 12-month period, the unused premium amount from the District Contribution (AHRA) shall be forfeited. The unused amount from the District Contribution (AHRA) cannot be cashed out.

22.03 The District will strive to provide every eligible employee with options for group medical and dental insurance plans. If eligible dependents are enrolled in the group insurance, they must be enrolled in the same coverage as the employee.

22.0~~4~~³ Eligible full-time employees may elect to opt out of only the medical insurance, if proof of coverage can be provided to the District, alternative group health coverage that complies with the ACA's health care reform mandates can be provided to the District. If an eligible full-time employee opts out and provides the required proof of alternative group health coverage no medical options are selected, the District shall place a capped rate of \$1,000 per month (\$12,000 annually) in the employee's medical reimbursement account. and unused premiums amounts shall be transferred to the employees Active Health Reimbursement Arrangement (AHRA) to be utilized HRSA per the provisions in 20.0~~2~~³.

22.0~~5~~⁴ District employees, upon retirement, at no additional cost to active employees or to the District, shall be allowed to remain on the group dental plan until age 65. The

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retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of entire premium and a two percent (2%) administrative cost.

ARTICLE XXIII – ~~RETIREMENT HEALTH SAVINGS ACCOUNT~~FUNDED HEALTH REIMBURSEMENT ARRANGEMENT (FHRA)

23.01 All Employees covered by this agreement shall be required to participate in a District administered ~~Retirement Health Savings Account (RHSA)~~Funded Health Reimbursement Arrangement (FHRA). The following terms apply:

a. A monetary contribution will be made by the District in an amount of \$100 per employee per month.

~~b. The value of any unused medical reimbursement shall be transferred at the end of each calendar and fiscal year to the employee's RHSA (contributed twice a year).~~

~~c.~~b. If the employee has 480 hours of unused sick leave, then at the end of each calendar year 50 percent of the unused sick leave, (96 minus sick leave used) will be contributed to the ~~RHSA~~FHRA at hourly rate.

ARTICLE XIV – LIFE INSURANCE

24.01 The District shall provide a \$25,000 life insurance policy for the employee and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

ARTICLE XXV – LONG-TERM DISABILITY INSURANCE

25.01 The District shall provide a Long-Term Disability plan for the employee.

ARTICLE XXVI – UNIFORMS

26.01 District shall provide uniforms to employees for certain positions as identified by the Fire Chief. The District retains the right to monitor the condition of uniforms and the discretion to replace or not to replace worn and damaged clothing depending upon the reasonableness of the wear and/or damage. The District will provide other protective clothing and gear as required by law, commensurate with the duties to be performed.

26.02 Positions required to wear uniform will be provided a Uniform Allowance up to \$600.00 each fiscal year. The value of the uniform provided is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRA).

ARTICLE XXVII – TUITION REIMBURSEMENT

27.01 The Fire District may grant tuition reimbursement for community college or university level courses that provide professional development within and outside the employee's field of expertise. All training programs will be developed and pre-approved between the employee and their supervisor. All courses must be approved in advance and achieve a passing grade of "C" or better for reimbursement. Reimbursement for textbooks may be granted, however, they may become the property of the District, if the District pays for them.

ARTICLE XXVIII – GRIEVANCES

28.01 Defined: A grievance is defined as an alleged violation of the provisions of a MOU, which pertains to employment rights or working conditions not excepted by provisions of the management rights clause or reviewable under some other procedure, which adversely affects the grieving employee(s). Grievances shall not include matters outside the scope of representation, as defined in Government Code Section 3504. A grievance shall not include any claim regarding the initiation or renewal of a MOU, the resolution of a meet and confer impasse, or any other matter, which is outside the scope of representation as defined by California Government Code Section 3504.

28.02 General Provisions

- a. All grievances shall be filed in writing within fifteen (15) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- b. A written statement of grievance shall identify the specific provision or provisions of this MOU alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information, which gives rise to the filing of the grievance.
- c. Time limits provided for herein may be extended through mutual written consent of the parties.
- d. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.
- e. Parties to the grievance procedure shall be entitled to have a representative to act in their behalf at each step of the grievance procedure.

28.03 Procedures

- a. The parties shall attempt to resolve all grievances on an informal basis between the employee and/or their designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief, within 15 calendar days of the occurrence-giving rise to the grievance.
- b. If the parties are unable to resolve the grievance on an informal basis, the grievant shall file the grievance in writing with their immediate supervisor within 15 calendar days after last discussing the grievance with their immediate supervisor. The Fire Chief shall be served with a copy of the written grievance at the time such grievance is filed with the grievant's immediate supervisor. A grievance filed with the Chief shall be for informational purposes only; they shall not discuss it with the supervisor unless consulted by that person or with the grievant until and unless the grievant files it with the Chief. Only those issues unresolved by the supervisor shall be discussed with the employee at the Chief's level.
- c. If the grievance has not been settled within fifteen (15) calendar days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for resolution. If requested by either party, the Fire Chief and the grievant and/or their representative shall meet in an attempt to resolve the grievance. Within fifteen (15) calendar days of the filing of the grievance with the Fire Chief, the Fire Chief shall

provide the grievant and/or their representative with a written statement regarding the grievance.

- d. If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, they shall submit the written grievance to the Board of Directors for resolution and/or decision. The grievant's appeal to the Board of Directors regarding the grievance must be filed with the Secretary, Board of Directors no later than fifteen (15) calendar days from the date on which the employee received the Fire Chief's written decision. All written materials and rationale, which are to be submitted by the grievant to the Board of Directors, shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors. Both the grievant or their representative and the Fire Chief shall be given an opportunity to argue their positions on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant, their representative, and the Fire Chief shall be notified in writing of the Board's decision on the grievance.
- e. If the grievance is not resolved to the employee's satisfaction and the employee wishes to appeal, the grievant may, within fifteen (15) calendar days from the response of the Board of Directors, request that the Fire Chief set up mediation.
- f. A State mediator shall mediate the dispute according to the normal rules governing mediation.

ARTICLE XXIX – DISCHARGE OR OTHER DISCIPLINARY ACTION

- 29.01 It is agreed that the District shall advise the employee of their right to representation and a written statement of the reason or reasons for any disciplinary action against him/her. All documentation upon which the charges are based shall be made available to the employee at the time such action is taken.
- 29.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with Article XXIX – GRIEVANCES, following a hearing before the Chief or their designated representative.

ARTICLE XXX – SEVERABILITY

- 30.01 This MOU is subject to all current and future applicable Federal, State, and local laws. All ordinances, rules, regulations, and policies shall be subject to the appropriate revisions, amendments, and deletions necessary to conform to the purpose, intent, and application of the provision of this MOU.
- 30.02 If any article or section of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer or meet and consult for the purpose of arriving at a mutually agreeable replacement for such article or section. The validity of the remainder of this Memorandum shall not be affected thereby.

ARTICLE XXXI – SENIORITY PROVISIONS

- 31.01 Seniority Defined:
 - a. District Seniority is defined as an employee's most recent period of unbroken, continuous service with the District. Employees shall not attain District seniority until

the completion of the required probationary period, at which time District seniority shall relate back to the commencement of the most recent date of appointment.

- b. Classification Seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.

31.02 Seniority Credit:

- a. In computing seniority, credit shall be given for all classified service in the District except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.
- b. Seniority Credit shall be allowed only for the following types of absence from a position in the classified service:
 - 1. Absences during authorized vacation or authorized sick leave.
 - 2. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.
 - 3. In the event that an employee does not complete the probationary period in their classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
 - 4. Absence on leave made necessary by injuries sustained in the line of duty.
 - 5. Absence made necessary by injuries sustained in the course of employment by the District.
 - 6. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the District stands to benefit from employment or other activity.

31.03 Other Seniority Credit Provisions:

- a. If an employee is suspended through no fault of their own and is later re-employed, they shall not lose any seniority credit for any period of actual service; if, however, they have been separated from service by resignation or discharge for cause and is again employed, they shall not receive any seniority credit for service rendered prior to their separation from service.
- b. When two or more employees are appointed on the same date in the same classification, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list from which said employees were appointed.

ARTICLE XXXII – REDUCTION IN FORCE

32.01 Reduction in force shall be based on seniority unless the employee has received an unsatisfactory rating or below, least senior first. Should a reduction in force be necessary, the following will apply:

- a. When a position is to be eliminated, classification seniority may be used as the criteria' starting with the least senior employee in the position.

- b. When re-strengthening the District, all those affected by the reduction in force may be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- c. The time limit for rehire shall be 24 months from the date of lay-off for employees who have completed initial probation. Time limit for rehire shall be six (6) months for employees who have not completed initial probation.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on ~~February 17, 2021~~ December 13, 2023.

TEAM MEMBERS
RANCHO SANTA FE
FIRE PROTECTION DISTRICT

TEAM MEMBERS
RANCHO SANTA FE FPD
EMPLOYEES ASSOCIATION

James H. Ashcraft, President
Board of Directors

Conor Lenehan, Deputy Fire Marshal
RSFFPD Employees Association

Randall Malin, Member
Board of Directors

Burgen Havens, Accounting Specialist
RSFFPD Employees Association

APPENDIX A1

The following wage schedule becomes effective *January 1, 202~~4~~¹*.

Position		Step A	Step B	Step C	Step D	Step E
Fire Prevention Specialist	Annual	92,206	96,816	101,657	106,740	112,077
	Monthly	7,684	8,068	8,471	8,895	9,340
	Semi-Monthly	3,842	4,034	4,236	4,447	4,670
	BASE Rate Hourly	44.330	46.546	48.873	51.317	53.883
Fire Prevention Specialist II	Annual	102,987	108,136	113,543	119,220	125,181
	Monthly	8,582	9,011	9,462	9,935	10,432
	Semi-Monthly	4,291	4,506	4,731	4,967	5,216
	BASE Rate Hourly	49.513	51.988	54.588	57.317	60.183
Community Risk Reduction Specialist	Annual	79,053	83,006	87,156	91,514	96,090
	Monthly	6,588	6,917	7,263	7,626	8,007
	Semi-Monthly	3,294	3,459	3,632	3,813	4,004
	BASE Rate Hourly	38.006	39.907	41.902	43.997	46.197
Deputy Fire Marshal	Annual	121,438	127,510	133,885	140,579	147,608
	Monthly	10,120	10,626	11,157	11,715	12,301
	Semi-Monthly	5,060	5,313	5,579	5,857	6,150
	BASE Rate Hourly	58.384	61.303	64.368	67.586	70.966
Executive Assistant/Board Clerk	Annual	78,538	82,465	86,588	90,918	95,464
	Monthly	6,545	6,872	7,216	7,576	7,955
	Semi-Monthly	3,272	3,436	3,608	3,788	3,978
	BASE Rate Hourly	37.759	39.647	41.629	43.710	45.896
Permit Technician	Annual	66,638	69,970	73,468	77,142	80,999
	Monthly	5,553	5,831	6,122	6,428	6,750
	Semi-Monthly	2,777	2,915	3,061	3,214	3,375
	BASE Rate Hourly	32.037	33.639	35.321	37.087	38.942
Human Resource Analyst	Annual	86,694	91,028	95,580	100,359	105,377
	Monthly	7,224	7,586	7,965	8,363	8,781
	Semi-Monthly	3,612	3,793	3,982	4,182	4,391
	BASE Rate Hourly	41.680	43.764	45.952	48.249	50.662
Accounting Specialist II	Annual	94,220	98,931	103,878	109,071	114,525
	Monthly	7,852	8,244	8,656	9,089	9,544
	Semi-Monthly	3,926	4,122	4,328	4,545	4,772
	BASE Rate Hourly	45.298	47.563	49.941	52.438	55.060
Accounting Specialist I	Annual	85,461	89,734	94,220	98,931	103,878
	Monthly	7,122	7,478	7,852	8,244	8,656
	Semi-Monthly	3,561	3,739	3,926	4,122	4,328
	BASE Rate Hourly	41.087	43.141	45.298	47.563	49.941
Accounting Technician	Annual	75,420	79,191	83,150	87,308	91,673
	Monthly	6,285	6,599	6,929	7,276	7,639
	Semi-Monthly	3,142	3,300	3,465	3,638	3,820
	BASE Rate Hourly	36.259	38.072	39.976	41.975	44.074

* Wage schedule for demonstrative purposes only

APPENDIX A2

The following wage schedule becomes effective *January 1, 2025*.

Position		Step A	Step B	Step C	Step D	Step E
Fire Prevention Specialist	Annual	96,816	101,657	106,740	112,077	117,680
	Monthly	8,068	8,471	8,895	9,340	9,807
	Semi-Monthly	4,034	4,236	4,447	4,670	4,903
	BASE Rate Hourly	46.546	48.873	51.317	53.883	56.577
Fire Prevention Specialist II	Annual	108,136	113,543	119,220	125,181	131,440
	Monthly	9,011	9,462	9,935	10,432	10,953
	Semi-Monthly	4,506	4,731	4,967	5,216	5,477
	BASE Rate Hourly	51.988	54.588	57.317	60.183	63.192
Community Risk Reduction Specialist	Annual	83,006	87,156	91,514	96,090	100,894
	Monthly	6,917	7,263	7,626	8,007	8,408
	Semi-Monthly	3,459	3,632	3,813	4,004	4,204
	BASE Rate Hourly	39.907	41.902	43.997	46.197	48.507
Deputy Fire Marshal	Annual	127,510	133,885	140,579	147,608	154,989
	Monthly	10,626	11,157	11,715	12,301	12,916
	Semi-Monthly	5,313	5,579	5,857	6,150	6,458
	BASE Rate Hourly	61.303	64.368	67.586	70.966	74.514
Executive Assistant/Board Clerk	Annual	82,465	86,588	90,918	95,464	100,237
	Monthly	6,872	7,216	7,576	7,955	8,353
	Semi-Monthly	3,436	3,608	3,788	3,978	4,177
	BASE Rate Hourly	39.647	41.629	43.710	45.896	48.191
Permit Technician	Annual	69,970	73,468	77,142	80,999	85,049
	Monthly	5,831	6,122	6,428	6,750	7,087
	Semi-Monthly	2,915	3,061	3,214	3,375	3,544
	BASE Rate Hourly	33.639	35.321	37.087	38.942	40.889
Human Resource Analyst	Annual	91,028	95,580	100,359	105,377	110,645
	Monthly	7,586	7,965	8,363	8,781	9,220
	Semi-Monthly	3,793	3,982	4,182	4,391	4,610
	BASE Rate Hourly	43.764	45.952	48.249	50.662	53.195
Accounting Specialist II	Annual	98,931	103,878	109,071	114,525	120,251
	Monthly	8,244	8,656	9,089	9,544	10,021
	Semi-Monthly	4,122	4,328	4,545	4,772	5,010
	BASE Rate Hourly	47.563	49.941	52.438	55.060	57.813
Accounting Specialist I	Annual	89,734	94,220	98,931	103,878	109,072
	Monthly	7,478	7,852	8,244	8,656	9,089
	Semi-Monthly	3,739	3,926	4,122	4,328	4,545
	BASE Rate Hourly	43.141	45.298	47.563	49.941	52.438
Accounting Technician	Annual	79,191	83,150	87,308	91,673	96,257
	Monthly	6,599	6,929	7,276	7,639	8,021
	Semi-Monthly	3,300	3,465	3,638	3,820	4,011
	BASE Rate Hourly	38.072	39.976	41.975	44.074	46.277

* Wage schedule for demonstrative purposes only

APPENDIX A3

The following wage schedule becomes effective *January 1, 202~~63~~⁴*.

Position		Step A	Step B	Step C	Step D	Step E
Fire Prevention Specialist	Annual	101,657	106,740	112,077	117,680	123,564
	Monthly	8,471	8,895	9,340	9,807	10,297
	Semi-Monthly	4,236	4,447	4,670	4,903	5,149
	BASE Rate Hourly	48.873	51.317	53.883	56.577	59.406
Fire Prevention Specialist II	Annual	113,543	119,220	125,181	131,440	138,012
	Monthly	9,462	9,935	10,432	10,953	11,501
	Semi-Monthly	4,731	4,967	5,216	5,477	5,750
	BASE Rate Hourly	54.588	57.317	60.183	63.192	66.352
Community Risk Reduction Specialist	Annual	87,156	91,514	96,090	100,894	105,939
	Monthly	7,263	7,626	8,007	8,408	8,828
	Semi-Monthly	3,632	3,813	4,004	4,204	4,414
	BASE Rate Hourly	41.902	43.997	46.197	48.507	50.932
Deputy Fire Marshal	Annual	133,885	140,579	147,608	154,989	162,738
	Monthly	11,157	11,715	12,301	12,916	13,562
	Semi-Monthly	5,579	5,857	6,150	6,458	6,781
	BASE Rate Hourly	64.368	67.586	70.966	74.514	78.240
Executive Assistant/Board Clerk	Annual	86,588	90,918	95,464	100,237	105,249
	Monthly	7,216	7,576	7,955	8,353	8,771
	Semi-Monthly	3,608	3,788	3,978	4,177	4,385
	BASE Rate Hourly	41.629	43.710	45.896	48.191	50.600
Permit Technician	Annual	73,468	77,142	80,999	85,049	89,301
	Monthly	6,122	6,428	6,750	7,087	7,442
	Semi-Monthly	3,061	3,214	3,375	3,544	3,721
	BASE Rate Hourly	35.321	37.087	38.942	40.889	42.933
Human Resource Analyst	Annual	95,580	100,359	105,377	110,645	116,178
	Monthly	7,965	8,363	8,781	9,220	9,681
	Semi-Monthly	3,982	4,182	4,391	4,610	4,841
	BASE Rate Hourly	45.952	48.249	50.662	53.195	55.855
Accounting Specialist II	Annual	103,878	109,071	114,525	120,251	126,264
	Monthly	8,656	9,089	9,544	10,021	10,522
	Semi-Monthly	4,328	4,545	4,772	5,010	5,261
	BASE Rate Hourly	49.941	52.438	55.060	57.813	60.704
Accounting Specialist I	Annual	94,220	98,931	103,878	109,072	114,525
	Monthly	7,852	8,244	8,656	9,089	9,544
	Semi-Monthly	3,926	4,122	4,328	4,545	4,772
	BASE Rate Hourly	45.298	47.563	49.941	52.438	55.060
Accounting Technician	Annual	83,150	87,308	91,673	96,257	101,070
	Monthly	6,929	7,276	7,639	8,021	8,422
	Semi-Monthly	3,465	3,638	3,820	4,011	4,211
	BASE Rate Hourly	39.976	41.975	44.074	46.277	48.591

* Wage schedule for demonstrative purposes only

APPENDIX B

Fire Investigator Standby Duty

Purpose

The scope of this policy is to establish a dependable means of assuring an Incident Commander (IC) that a Fire District Fire Investigator is available to respond to conduct an investigation as to the origin and cause of such fire incident.

Definitions

- A. Fire Investigation Stand-by Duty Investigator: Any Fire Prevention Officer that is a District certified fire investigator and willing to cover Fire Investigation Duty in a scheduled duty rotation.
- B. Incident Commander(IC): A Chief Officer or Company Officer that is in-charge of a fire incident
- C. Fire Investigation Stand-by Duty minimum requirements/qualifications:
 - 1. PC832 –Arrest Only; No Firearms
 - 2. Fire Investigation 1A & 1B & 1C (or current OSFM education track)
 - 3. FI-210 Wildland Fire Origin and Cause Determination (NWCG, CAL FIRE)
 - 4. Minimum of five (5) fire investigations with a qualified fire investigator
 - ~~4. Fire Investigation 2A within one year of first duty day~~
 - ~~5. Fire Investigation 2B within two year of first duty day~~
- D. Notice to Respond: receipt of fire investigation assignment and duty to respond
- E. Enroute Status: in service and responding to the fire scene in a district vehicle.

Section I. Schedule

- A. The Stand-By Assignment shall commence at 0730 hours.
- B. The Fire Marshal shall develop a schedule of Fire Investigation Stand-By Duty. This shall be done to facilitate vacation selections that will not coincide with standby periods. Investigators are not to pick vacation time during their respective standby period unless the investigators scheduled for the Stand-by Assignment covers his/or her assignment with a Stand-By trade.

Section II. Operations

- A. Authorization Procedure
 - 1. The Incident Commander(IC) (Chief Officer or Company Officer), may request a Fire Investigator for investigation purposes to determine origin and cause of a fire incident.
 - 2. The IC may contact the Stand-by Fire Investigator in order to obtain clarification and guidance. Hourly overtime compensation will be authorized to the Standby Fire Investigator for providing the IC or designee for the needed information.
 - 3. Notification shall be made through the Dispatch/Communications Center and follow the Fire Investigator notification procedure.
- B. Notification Procedure

1. Upon request by the IC, Dispatch shall notify the Fire Investigator assigned the Stand-By duty Assignment via alpha pager and cell phone of the Notice to respond for investigation duty. The Fire Investigator on Stand-By duty shall contact the Dispatch/Communications Center as outlined under Section III, Investigator Responsibilities.

Section III Fire Investigator Responsibility

A. Response

1. Fire Investigators, when on assigned Stand-By duty, shall maintain radio, cell phone, or alpha pager contact with the Dispatch/Communications Center. Fire Investigators, when on Stand-By duty, shall not be more than 45 minutes from the District boundary. Stand-by duty Fire Investigators shall respond enroute to the fire scene within 10 minutes of notification. Fire Investigators shall notify Dispatch of their estimated time of arrival as soon as they are enroute to the fire scene in a district vehicle.
2. Fire Investigators shall maintain the serviceability of all issued communications and safety equipment and wear the level of protection designated by the IC.
3. No alcohol or any other substance that would impair a person's ability to assume the duties of a fire investigator may be consumed during the stand-by operational period.
4. All investigations shall be handled in an expedient a manner as possible. The Fire Investigator shall retain the service of suppression personnel as needed to assist in the removal of debris or other activities associated with scene investigation. The Fire Investigator shall interact with the Incident Commander or fire watch to facilitate his/or her needs to complete the investigation.
5. It is the responsibility of the employee to notify his or her immediate supervisor upon the occurrence of an illness creating an inability to perform their Stand-By Assignment or portion thereof during regular business hours. During after hours, weekends, and holidays, the employee assigned the Stand-By Assignment shall notify the Dispatch/Communications Center.

B. Fire Investigation Stand-by Overtime

1. All overtime shall be on an hour-for-hour basis, with a minimum of two (2) hours for emergency overtime. All overtime to be paid or compensatory time accrued at the rate of time and one-half (1-1/2).
2. Overtime compensation begins upon confirmation of receipt of call by the responding Investigator via telephone, cell phone, or radio.
3. Compensatory time may be accumulated to a maximum accrual of eighty-hours (80).

C. Stand-by Duty Trades

1. The District agrees that employees who are assigned to fire investigative Stand-By duties may, with approval of the Fire Marshal or designated management official in each instance, trade Stand-By Duty Assignments, with qualified employees.
2. For occurrences, necessitating Stand-By Duty Assignment trades after hours, weekends and on holidays, the employee accepting the responsibility for the trade (Stand-By Assignment) shall notify the Dispatch/Communications Center of their responsibility for the Stand-By Assignment.

D. Sick Leave Coverage

To establish a mechanism to back-fill Stand-By Assignments upon the occurrence of an Investigator on sick leave with the expectation that someone will be available, and respond, the following provisions shall apply:

1. During regular business hours Monday-Friday 0700-1730 hours the person scheduled for the next Stand-By Assignment period, and on duty, shall be responsible for fire investigation requests. During the hours of 1730-0700, Dispatch shall refer to the monthly Stand-By schedule and attempt to recall a Fire Investigator by going through the list.
2. During weekends and holidays, Dispatch shall refer to the monthly Stand-By schedule and attempt to recall a Fire Investigator by going through the list beginning with the Fire Investigator assigned the next Stand-by period.

**Exhibit A*

The logo of the Rancho Santa Fe Fire District is a Maltese cross. The top arm contains the word "FIRE" in yellow. The bottom arm contains "EST. 1946" in yellow. The left and right arms contain "RANCHO SANTA FE" in yellow. The center of the cross features a circular seal with a landscape scene and the words "RANCHO SANTA FE" and "FIRE DISTRICT" around it.

Memorandum of Understanding

Between
Rancho Santa Fe Fire Protection District
and
Rancho Santa Fe Fire Protection District
Employees Association

*Effective January 1, 2024
Expires December 31, 2026*

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MEMORANDUM OF UNDERSTANDING

Rancho Santa Fe Fire Protection District
and
Rancho Santa Fe Fire Protection District Employees Association

ARTICLE I – PREAMBLE

- 01.01 This Memorandum of Understanding (MOU) is made and entered into this 1st day of January 2024 by and between the Rancho Santa Fe Fire Protection District (hereinafter referred to as the "DISTRICT") and the Rancho Santa Fe Fire Protection District Employee Association (hereinafter referred to as "Association").
- 01.02 This MOU is entered into pursuant to the Meyers-Milias-Brown (MMB) Act (Government Code Section 3500-3511) and has been prepared jointly by the District and Association.
- 01.03 It is the purpose of this Agreement to achieve and maintain harmonious relations between the District and the Association to provide for equitable and peaceful adjustment of differences, which may arise, and to establish proper standards of wages, hours, and other conditions of employment.
- 01.04 Representatives of the District and the Association have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment and have exchanged freely information, opinions and proposals in a sincere effort to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.
- 01.05 This MOU is the sole and exclusive document for classifications identified in this Agreement between the District and the Association. This MOU shall supersede all previous agreements and resolutions.

ARTICLE II – RECOGNITION

- 02.01 The District recognizes the Association as the official representative for all positions listed below.
- 02.02 Current classifications assigned to the bargaining unit are:
- a. Accounting Specialist 1
 - b. Accounting Specialist 2
 - c. Accounting Technician
 - d. Community Risk Reduction Specialist
 - e. Deputy Fire Marshal
 - f. Executive Assistant/Board Clerk
 - g. Fire Prevention Specialist
 - h. Fire Prevention Specialist II

- i. Human Resource Analyst
- j. Permit Technician

02.03 All provisions and benefits of this Agreement shall be applicable only to employees in positions in the above-mentioned bargaining unit.

02.04 Position Reclassification. The District reserves the right to reclassify positions/titles, which are allocated to the same range of the basic salary schedule, as is the class of the position before it was reclassified or retitled.

ARTICLE III – IMPLEMENTATION

03.01 This MOU constitutes a mutual recommendation to be jointly submitted to the District's Board of Directors following ratification of the Memorandum by the members of the Association. However, this MOU is of no force or effect unless or until approved by a majority vote of the District's Board of Directors.

ARTICLE IV – TERM

04.01 The term of this MOU shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article III: Implementation, are fully met; but in no event shall said MOU become effective prior to 12:01 am on January 1, 2024. MOU shall expire and otherwise be fully terminated at 12:00 midnight on December 31, 2026. Unless otherwise indicated in the agreement, all terms of employment and benefits shall be in full force and effect for the term of the agreement, circumstances beyond the control of the employer accepted.

ARTICLE V – RENEGOTIATION

05.01 Renegotiation: In the event the Association or the District desires to meet and confer on the provisions of a successor MOU, the requesting entity shall serve upon the other party its written request to commence meeting and conferring for such successor MOU. Should the meet and confer process for a successor MOU exceed the term of this Agreement, all terms and conditions of this MOU shall be continued until an agreement is reached.

05.02 Except as specifically provided herein, it is agreed and understood that the parties hereto shall not be required but do reserve the right upon mutual agreement, to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation during the term of this agreement.

05.03 It is agreed that under special circumstances, and with the approval of the Association, employee, and District, each employee will have the right to negotiate individually with the Rancho Santa Fe Fire Protection District their work hours and number of days of work each week, and the duration of the request. An employee may choose to use an authorized Association representative to negotiate those hours and days of employment.

ARTICLE VI – MANAGEMENT RIGHTS

06.01 The District on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the law, the Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:

- a. to determine and administer policy;
- b. subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
- c. to determine the numbers and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- d. to determine programs;
- e. to build, move or modify facilities;
- f. to develop and administer the budget;
- g. to determine the methods of raising revenue;
- h. to take action on any matter in the event of an unforeseen emergency;
- i. to delegate to the Fire Chief and other legally appointed officers, the operation of the District, its properties, and facilities.

06.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such express and specific terms are in conformance with federal and state law. Nothing in the foregoing article shall be deemed to constitute a waiver of employee rights under MMB Act 3500 ET seq. or other statutes.

ARTICLE VII – EMPLOYEE RIGHTS

07.01 It is agreed that each individual employee shall have the following rights, which they may exercise in accordance with applicable laws, ordinances, and rules and regulations:

- a. The rights to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of their employee relations with the District or not to join or participate in the activities of any organization.
- b. The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the management representatives, the supervisor, other employees, or employee organizations, with respect to their membership or non-membership in any employee organization or with respect to any lawful activity associated therewith which is within the scope of representation.
- c. The right to represent himself/herself individually in their employee relations with the District or through an authorized Association representative. The representative shall not interfere with normal work operations of the District.

ARTICLE VIII – ASSOCIATION ACCESS

- 08.01 Authorized Association representatives shall be granted access to work locations for the purpose of conducting grievance investigations or contacting members of the Association concerning business within the scope of representation. Association representatives shall not interfere with the work operations of the District.
- 08.02 Association representatives have the right to meet with employees during coffee, rest, or lunch breaks at District facilities as may be available.
- 08.03 It is agreed that the Association may use District facilities to conduct general meetings when such facilities are available and with the approval of the Fire Chief.
- 08.04 Bulletin Board: It is agreed that the District will allow bulletin boards in agreed upon places, including e-mail, for the use of the Association in posting appropriate notices and announcements of meetings, elections, social activities, and any other Association official business.

ARTICLE IX – GENERAL PROVISIONS

- 09.01 Discrimination: There shall be no discrimination against any personnel or applicant because of race, color, marital status, medical condition, religion, sex, age, national origin, ancestry, or non-job related handicap or disability. Any use of masculine language in this MOU is specifically intended to include the feminine gender.
- 09.02 Dismissal during Initial Probation: It is agreed that the District shall have the right to dismiss any newly hired employee with or without cause during the initial probationary period. Such discharge shall not be subject to Article XXVI: Grievances.
- 09.03 Personnel Folder: Employees shall have the right to review their individual personnel folders. Access shall be scheduled at the convenience of all the parties. Copies of all materials to be included in personnel folders shall be provided to individual employees.
- 09.04 Negotiating Team Rights: The District agrees to provide reasonable time off without loss of pay, during scheduled work hours, for up to two (2) representatives of the Association when said representatives are meeting and conferring on matters within the scope of representation.
- 09.05 Association Business: The District agrees to provide reasonable time off without loss of pay for up to two (2) representatives of the Association when such representatives are on scheduled work time and when such representatives are meeting with the District on matters within the scope of representation, including grievances, appeals of performance evaluations, and other matters. A representative of the Association shall be allowed to be present at the request of any employee, at any meeting with management involving grievance, appeals of employee performance evaluations, and any pre-disciplinary

matters. The representative shall not interfere with normal work operations of the District. Employees not scheduled for duty will receive no additional compensation for conducting Association business.

- 09.06 Payroll Deduction and Association Dues: It is agreed that Association dues and such other deductions as may be properly requested by the Association, and lawfully permitted, shall be deducted by the District from the salary of each employee covered hereby who files with the District a written authorization requesting that such deductions be made. The District shall make remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder to the Association.

ARTICLE X – HOURS OF EMPLOYMENT

- 10.01 Established work hours for District employees assigned to Administration shall normally be 7:00 a.m. to 5:30 p.m., based on a (4 days) 10 hr schedule, unless alternative hours are established by the Fire Chief.

ARTICLE XI – WAGES

- 11.01 Pay rate for all employees will be expressed and paid as an hourly rate. (Note: Approximate monthly compensation is provided as information only.) Adjustments to the employee's semi-monthly paycheck for overtime compensation will be made on the paycheck following the close of the work period in which there is an adjustment. An allowance of at least seven days is allowed for preparation of payroll and the accounting procedures normally associated with payroll matters.
- 11.02 Wage Schedule: Hourly Wage Schedules for January 1, 2024 through December 31, 2026 for all positions covered by this MOU are shown in Appendix A1-A3.
1. Effective January 1, 2024, the classification salary schedules (base salary) listed in the Appendix shall be increased by nineteen percent (19%).
 2. Effective January 1, 2025, the classification salary schedules (base salary) listed in the Appendix shall be increased by five percent (5%).
 3. Effective January 1, 2026, the classification salary schedules (base salary) listed in the Appendix shall be increased by five percent (5%).
- 11.03 Overtime Compensation Rate: Compensation rate shall be paid in accordance with Article XII of this MOU.
- 11.04 Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to renegotiate with respect to a change in market or financial conditions covered herein.

ARTICLE XII – OVERTIME COMPENSATION

- 12.01 Overtime work shall include only that time worked by employees at the request of management that is in excess of the established day and/or work week for that class. This overtime shall be compensated by cash payment under the provisions below. Paid leave shall be considered time worked for the purpose of calculating overtime.
- 12.02 In accordance with the Fair Labor Standards Act, non-exempt employees will receive time and one-half for all hours in excess of 40 hours in any workweek.
- 12.03 The smallest unit of overtime shall be one-quarter hour.
- 12.04 All employees covered by this MOU are subject to be recalled to work in the event of emergencies or unusual conditions as determined by the Fire Chief or designee. Recalled may be defined as an employee that is requested to return to the workplace from home or another location. Employees who are called back shall receive a minimum of four (4) hours compensation. Hours worked shall be calculated beginning at the time the call back is received and acknowledged by the employee and ending when the employee is relieved from duty.
- 12.05 The employee may elect to receive authorized Compensatory Time Off (CTO) in lieu of overtime pay. CTO shall be credited at a rate of one and one half hours earned to one overtime hour worked. A maximum of 80 hours may be accumulated, after which said employee must accept overtime pay in lieu of accruing additional compensatory time. Upon request, an employee may elect to cash out unused Compensatory Time Off once a year. Each employee must notify the payroll office prior to November 1 each year if this option is to be selected. This will be paid separately at the hourly rate that is in effect October 31 and paid with the November 15 paycheck.

ARTICLE XIII – WORK OUT-OF-CLASS

- 13.01 The term "work out-of-class" shall be defined as the performance of significant duties in one classification by an employee in a classification with a lower compensation range.
- 13.02 If a vacancy exists and if an employee is required to work out-of-class to fill such vacancy for more than thirty days, the employee shall be compensated for such out-of-class assignment.
- 13.03 An employee eligible for out-of-class pay shall be granted a ten percent (10%) increase above their current base salary.

ARTICLE XIV – FIRE INVESTIGATION DUTY

- 14.01 Fire Investigation Duty Standby Pay. Any Fire Prevention Officer that is a District certified fire investigation and willing to cover Fire Investigation Duty in a scheduled duty rotation

would receive an addition \$2.50 to their hourly rate. The Fire Investigation Duty certification requirements is outlined in Appendix B

ARTICLE XV – RETIREMENT

15.01 Retirement: The District shall retain a retirement plan with the Public Employees Retirement System (PERS) 2.7% @ 55 plan for all employees hired before April 1, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit - Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

15.02 All employees enrolled in the CalPERS 2.7% @ 55 plan will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

15.03 For employees hired after April 1, 2012 the District shall retain a retirement plan with the Public Employee Retirement System (CalPERS) 2.5% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:

- a. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

15.04 All employees enrolled in the PERS 2.5% @ 55 plan will contribute 100% of the employee's contribution toward the employee contribution for all reportable wages. The employee will also contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth level.

15.05 Employee contributions for employees entering membership on or after January 1, 2013 and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.

15.06 The District agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.

ARTICLE XVI – VACATION ACCRUAL

- 16.01 Vacation accrual for all positions shall be based upon years of service in accordance with the following:
- | | |
|---------------|--------------------|
| 0 - 4 years | 80 hours annually |
| 5 - 9 years | 120 hours annually |
| 10 - 14 years | 160 hours annually |
| 15 - 19 years | 180 hours annually |
| 20+ years | 200 hours annually |
- 16.02 All new employees are eligible to use any accrued vacation upon completion of six (6) months of service.
- 16.03 All employees shall have the option to sell the excess of 80 hours of accrued vacation at straight time, not more than twice a year, after the work period ends that include June 30 and December 31.
- 16.04 An employee may only sell a maximum of 200 hours of accrued vacation per calendar year. Minimum vacation accrual balances are required as identified in 16.03.
- 16.05 An employee's vacation hours may not exceed two years of accrual, without the approval of the Fire Chief.
- 16.06 A written request received by November 30th for payment of accrued vacation sold back to the District, which will be remitted by separate check on December 15th. A written request received by June 30th for payment of vacation sold back to the District, which will be remitted by separate check on July 15th. No payments under this section will be reported as "reportable compensation" for retirement purposes.

ARTICLE XVII – HOLIDAYS

- 17.01 For the purpose of this Article, the legal "holiday" shall mean and include the following:
- New Year's Day (January 1)
 - Martin Luther King Day (third Monday in January)
 - President's Day (third Monday in February)
 - Memorial Day (fourth Monday in May)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Veteran's Day (November 11)
 - Thanksgiving Day (fourth Thursday in November)
 - Day after Thanksgiving Day
 - Christmas Day (December 25)
 - Floating Holiday

ARTICLE XVIII – SICK LEAVE

- 18.01 Employees shall accrue sick leave at the rate of 8 hours per month or 96 hours per year. Sick leave shall be accumulated with no maximum accrual.
- 18.02 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for the purpose of caring for a member of their immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.
- 18.03 Definition of “Immediate Family” – As defined in California Labor Code section 245.5
- 18.04 At retirement, all unused sick leave shall be converted as follows:
- a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable; and
 - b. Convert unused sick leave hours to an employee’s Funded Health Reimbursement Arrangement (FHRA) at a ratio of 2:1. A minimum of 357 sick leave hours is required to be eligible for this option. The FHRA contribution shall be calculated at the straight time rate, and shall not exceed the value of 685 hours.

ARTICLE XIX – COURT LEAVE (JURY DUTY)

- 19.01 All employees will be allowed paid time for jury duty or any job related court appearance, or deposition. Any other appearances that are non-job related must use vacation time or leave of absence without pay.
- 19.02 All jury duty fees received except for expenses shall be returned to the District.
- 19.03 To ensure proper coverage, an employee who receives a notice of jury duty shall, within 72 hours of receipt of notice, notify and present the notice to their supervisor.

ARTICLE XX – BEREAVEMENT LEAVE

- 20.01 Bereavement leave shall be granted for the death or imminent death of any employee’s immediate family or dependent, including spouse’s immediate family or dependent. Bereavement leave shall not exceed five (5) days, based on Government code section 12945.7. No paid leave shall be granted without prior administrative approval. All bereavement leave shall be charged against accrued sick leave.

Refer to Article XVI: SICK LEAVE, section 18.03 for definition of immediate family. This definition also applies to the spouse’s immediate family.

ARTICLE XXI – LEAVE OF ABSENCE WITHOUT PAY

- 21.01 Upon approval of the employee's supervisor, an employee may be granted leave of absence without pay in cases of emergency or where such absence would not be contrary to the best interest of the District, for a period not to exceed thirty (30) days.
- 21.02 Leave of absence is unpaid leave and not approved for an employee to seek gainful employment.
- 21.03 Leave of absence without pay may be granted after all paid leave available has been used.

ARTICLE XXII – HEALTH INSURANCE

- 22.01 The District shall contract with a provider(s) for medical and dental benefits for the purpose of providing employees and their eligible dependents with insurance benefits. The District agrees to contribute 80% of the average of Region 2 (or any subsequent region designated by CalPERS as the region in which the District is located) CalPERS HMO medical plans and 100% of an HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance; this is defined as a District Contribution. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed 80% of the average HMO medical/dental plans offered per month, the affected employee will be responsible for the difference.
- 22.02 Any unused premium amount from the District Contribution may be used for medical/dental expenses as defined by Internal Revenue Code section 213(d) and described in IRS Publication 502 (Medical and Dental Expenses) for a maximum period of 12 months. These funds will be in the Active Health Reimbursement Arrangement (AHRA). After the 12-month period expires, 100% of any unused amount from the District Contribution (AHRA) shall be transferred to the employee's Funded Health Reimbursement Arrangement (FHRA). At the conclusion of December 31st, employees will have until January 31st to submit claims for reimbursement in the TASC (or similar) system for reimbursement of the previous calendar year. Anything submitted after January 31st for the previous calendar year will be declined. On February 1st, 100% of remaining funds in the Active Health Reimbursement Arrangement (AHRA) will then be transferred into the Funded Health Reimbursement Arrangement (FHRA). NOTE: If an employee separates from employment during the 12-month period, the unused amount from the District Contribution (AHRA) shall be forfeited after 30 days. The unused amount from the District Contribution (AHRA) cannot be cashed out.
- 22.03 The District will strive to provide every eligible employee with options for group medical and dental insurance plans. If eligible dependents are enrolled in the group insurance, they must be enrolled in the same coverage as the employee.

- 22.04 Eligible full-time employees may elect to opt out of only the medical insurance (entire dental insurance premium to be paid by employee), if proof of alternative group health coverage that complies with the ACA's health care reform mandates can be provided to the District. If an eligible full-time employee opts out of medical insurance, the District shall provide a capped rate of \$1,000 per month (\$12,000 annually), minus monthly dental premium amount chosen by employee and required by contract. Any unused premium amounts shall be transferred to the employee's Active Health Reimbursement Arrangement (AHRA) to be utilized per the provisions in 18.02.
- 22.05 District employees, upon retirement, at no additional cost to active employees or to the District, shall be allowed to remain on the group dental plan until age 65. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of the entire premium and a two percent (2%) administrative cost.

ARTICLE XXIII – FUNDED HEALTH REIMBURSEMENT ARRANGEMENT (FHRA)

- 23.01 All Employees covered by this agreement shall be required to participate in a District administered Funded Health Reimbursement Arrangement (FHRA). The following terms apply:
- a. A monetary contribution will be made by the District in the amount of \$100 per employee per month.
 - b. If the employee has 480 hours of unused sick leave, at the end of each calendar year 50 percent of the unused sick leave, (96 minus sick leave used) will be contributed to the FHRA at the hourly rate.

ARTICLE XIV – LIFE INSURANCE

- 24.01 The District shall provide a \$25,000 life insurance policy for the employee and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.

ARTICLE XXV – LONG-TERM DISABILITY INSURANCE

- 25.01 The District shall provide a Long-Term Disability plan for the employee.

ARTICLE XXVI – UNIFORMS

- 26.01 District shall provide uniforms to employees for certain positions as identified by the Fire Chief. The District retains the right to monitor the condition of uniforms and the discretion to replace or not to replace worn and damaged clothing depending upon the reasonableness of the wear and/or damage. The District will provide other protective clothing and gear as required by law, commensurate with the duties to be performed.
- 26.02 Positions required to wear a uniform will be provided a Uniform Allowance up to \$600.00 each fiscal year. The value of the uniform provided is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (excludes PEPRA).

ARTICLE XXVII – TUITION REIMBURSEMENT

27.01 The Fire District may grant tuition reimbursement for community college or university level courses that provide professional development within and outside the employee's field of expertise. All training programs will be developed and pre-approved between the employee and their supervisor. All courses must be approved in advance and achieve a passing grade of "C" or better for reimbursement. Reimbursement for textbooks may be granted, however, they may become the property of the District, if the District pays for them.

ARTICLE XXVIII – GRIEVANCES

28.01 Defined: A grievance is defined as an alleged violation of the provisions of a MOU, which pertains to employment rights or working conditions not excepted by provisions of the management rights clause or reviewable under some other procedure, which adversely affects the grieving employee(s). Grievances shall not include matters outside the scope of representation, as defined in Government Code Section 3504. A grievance shall not include any claim regarding the initiation or renewal of a MOU, the resolution of a meet and confer impasse, or any other matter, which is outside the scope of representation as defined by California Government Code Section 3504.

28.02 General Provisions

- a. All grievances shall be filed in writing within fifteen (15) calendar days of the date on which the employee knew or reasonably should have known of the alleged grievable incident. Any grievance not timely filed or appealed within specified time limits shall be null and void.
- b. A written statement of grievance shall identify the specific provision or provisions of this MOU alleged to have been violated. Also, a statement of grievance shall set forth the specific factual information, which gives rise to the filing of the grievance.
- c. Time limits provided for herein may be extended through mutual written consent of the parties.
- d. Except where grievances are resolved or ruled upon by the Board of Directors, all grievance resolutions involving the commitment of District funds shall be subject to the written approval of the Fire Chief.
- e. Parties to the grievance procedure shall be entitled to have a representative to act on their behalf at each step of the grievance procedure.

28.03 Procedures

- a. The parties shall attempt to resolve all grievances on an informal basis between the employee and/or their designated representative and a supervisor in the employee's chain of command, up to and including the Fire Chief, within 15 calendar days of the occurrence-giving rise to the grievance.
- b. If the parties are unable to resolve the grievance on an informal basis, the grievant shall file the grievance in writing with their immediate supervisor within 15 calendar

days after last discussing the grievance with their immediate supervisor. The Fire Chief shall be served with a copy of the written grievance at the time such grievance is filed with the grievant's immediate supervisor. A grievance filed with the Chief shall be for informational purposes only; they shall not discuss it with the supervisor unless consulted by that person or with the grievant until and unless the grievant files it with the Chief. Only those issues unresolved by the supervisor shall be discussed with the employee at the Chief's level.

- c. If the grievance has not been settled within fifteen (15) calendar days of its filing with the grievant's immediate supervisor, it shall then be submitted to the Fire Chief for resolution. If requested by either party, the Fire Chief and the grievant and/or their representative shall meet in an attempt to resolve the grievance. Within fifteen (15) calendar days of the filing of the grievance with the Fire Chief, the Fire Chief shall provide the grievant and/or their representative with a written statement regarding the grievance.
- d. If the grievant does not agree with the Fire Chief's proposed resolution of the grievance, they shall submit the written grievance to the Board of Directors for resolution and/or decision. The grievant's appeal to the Board of Directors regarding the grievance must be filed with the Secretary, Board of Directors no later than fifteen (15) calendar days from the date on which the employee received the Fire Chief's written decision. All written materials and rationale, which are to be submitted by the grievant to the Board of Directors, shall be served upon the Fire Chief at the time the grievance is appealed to the Board of Directors. Both the grievant or their representative and the Fire Chief shall be given an opportunity to argue their positions on the grievance to the Board of Directors prior to its determination upon the merits of the grievance. The grievant, their representative, and the Fire Chief shall be notified in writing of the Board's decision on the grievance.
- e. If the grievance is not resolved to the employee's satisfaction and the employee wishes to appeal, the grievant may, within fifteen (15) calendar days from the response of the Board of Directors, request that the Fire Chief set up mediation.
- f. A State mediator shall mediate the dispute according to the normal rules governing mediation.

ARTICLE XXIX – DISCHARGE OR OTHER DISCIPLINARY ACTION

- 29.01 It is agreed that the District shall advise the employee of their right to representation and a written statement of the reason or reasons for any disciplinary action against him/her. All documentation upon which the charges are based shall be made available to the employee at the time such action is taken.
- 29.02 It is agreed that all appeals relating to any disciplinary action shall be submitted in writing to the District in accordance with Article XXIX – GRIEVANCES, following a hearing before the Chief or their designated representative.

ARTICLE XXX – SEVERABILITY

- 30.01 This MOU is subject to all current and future applicable Federal, State, and local laws. All ordinances, rules, regulations, and policies shall be subject to the appropriate revisions, amendments, and deletions necessary to conform to the purpose, intent, and application of the provision of this MOU.
- 30.02 If any article or section of this MOU is in conflict or inconsistent with such applicable provisions of Federal, State, or local laws, the parties shall, where applicable, meet and confer or meet and consult for the purpose of arriving at a mutually agreeable replacement for such article or section. The validity of the remainder of this Memorandum shall not be affected thereby.

ARTICLE XXXI – SENIORITY PROVISIONS

31.01 Seniority Defined:

- a. District Seniority is defined as an employee's most recent period of unbroken, continuous service with the District. Employees shall not attain District seniority until the completion of the required probationary period, at which time District seniority shall relate back to the commencement of the most recent date of appointment.
- b. Classification Seniority is defined as the period of most recent continuous service in the employee's classification. Employees shall not attain classification seniority until completion of the probationary period in that classification, at which time classification seniority shall relate back to the most recent date of appointment to such classification.

31.02 Seniority Credit:

- a. In computing seniority, credit shall be given for all classified service in the District except that a resignation or discharge shall be considered a break in service and seniority credit shall be given for any service rendered prior to that break, as provided below.
- b. Seniority Credit shall be allowed only for the following types of absence from a position in the classified service:
 1. Absences during authorized vacation or authorized sick leave.
 2. Absence on leave for active service in the Armed Forces of the State of California or the United States of America.
 3. In the event that an employee does not complete the probationary period in their classification due to layoff, seniority shall be allowed for the new service classification upon completion of that probationary period.
 4. Absence on leave made necessary by injuries sustained in the line of duty.
 5. Absence made necessary by injuries sustained in the course of employment by the District.
 6. Absence on leave while on loan to another agency if, in the opinion of the Fire Chief, the District stands to benefit from employment or other activity.

31.03 Other Seniority Credit Provisions:

- a. If an employee is suspended through no fault of their own and is later re-employed, they shall not lose any seniority credit for any period of actual service; if, however, they have been separated from service by resignation or discharge for cause and is again employed, they shall not receive any seniority credit for service rendered prior to their separation from service.
- b. When two or more employees are appointed on the same date in the same classification, the order of precedence shall be determined by the order of the relative position of such employees on the eligibility list from which said employees were appointed.

ARTICLE XXXII – REDUCTION IN FORCE

32.01 Reduction in force shall be based on seniority unless the employee has received an unsatisfactory rating or below, least senior first. Should a reduction in force be necessary, the following will apply:

- a. When a position is to be eliminated, classification seniority may be used as the criteria' starting with the least senior employee in the position.
- b. When re-strengthening the District, all those affected by the reduction in force may be given the opportunity to move back into their former positions before any new personnel are hired or promoted.
- c. The time limit for rehire shall be 24 months from the date of lay-off for employees who have completed initial probation. Time limit for rehire shall be six (6) months for employees who have not completed initial probation.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on December 13, 2023.

TEAM MEMBERS
RANCHO SANTA FE
FIRE PROTECTION DISTRICT

TEAM MEMBERS
RANCHO SANTA FE FPD
EMPLOYEES ASSOCIATION

James H. Ashcraft, President
Board of Directors

Conor Lenehan, Deputy Fire Marshal
RSFFPD Employees Association

Randall Malin, Member
Board of Directors

Burgen Havens, Accounting Specialist
RSFFPD Employees Association

APPENDIX A1

The following wage schedule becomes effective *January 1, 2024*.

Position		Step A	Step B	Step C	Step D	Step E
Fire Prevention Specialist	Annual	92,206	96,816	101,657	106,740	112,077
	Monthly	7,684	8,068	8,471	8,895	9,340
	Semi-Monthly	3,842	4,034	4,236	4,447	4,670
	BASE Rate Hourly	44.330	46.546	48.873	51.317	53.883
Fire Prevention Specialist II	Annual	102,987	108,136	113,543	119,220	125,181
	Monthly	8,582	9,011	9,462	9,935	10,432
	Semi-Monthly	4,291	4,506	4,731	4,967	5,216
	BASE Rate Hourly	49.513	51.988	54.588	57.317	60.183
Community Risk Reduction Specialist	Annual	79,053	83,006	87,156	91,514	96,090
	Monthly	6,588	6,917	7,263	7,626	8,007
	Semi-Monthly	3,294	3,459	3,632	3,813	4,004
	BASE Rate Hourly	38.006	39.907	41.902	43.997	46.197
Deputy Fire Marshal	Annual	121,438	127,510	133,885	140,579	147,608
	Monthly	10,120	10,626	11,157	11,715	12,301
	Semi-Monthly	5,060	5,313	5,579	5,857	6,150
	BASE Rate Hourly	58.384	61.303	64.368	67.586	70.966
Executive Assistant/Board Clerk	Annual	78,538	82,465	86,588	90,918	95,464
	Monthly	6,545	6,872	7,216	7,576	7,955
	Semi-Monthly	3,272	3,436	3,608	3,788	3,978
	BASE Rate Hourly	37.759	39.647	41.629	43.710	45.896
Permit Technician	Annual	66,638	69,970	73,468	77,142	80,999
	Monthly	5,553	5,831	6,122	6,428	6,750
	Semi-Monthly	2,777	2,915	3,061	3,214	3,375
	BASE Rate Hourly	32.037	33.639	35.321	37.087	38.942
Human Resource Analyst	Annual	86,694	91,028	95,580	100,359	105,377
	Monthly	7,224	7,586	7,965	8,363	8,781
	Semi-Monthly	3,612	3,793	3,982	4,182	4,391
	BASE Rate Hourly	41.680	43.764	45.952	48.249	50.662
Accounting Specialist II	Annual	94,220	98,931	103,878	109,071	114,525
	Monthly	7,852	8,244	8,656	9,089	9,544
	Semi-Monthly	3,926	4,122	4,328	4,545	4,772
	BASE Rate Hourly	45.298	47.563	49.941	52.438	55.060
Accounting Specialist I	Annual	85,461	89,734	94,220	98,931	103,878
	Monthly	7,122	7,478	7,852	8,244	8,656
	Semi-Monthly	3,561	3,739	3,926	4,122	4,328
	BASE Rate Hourly	41.087	43.141	45.298	47.563	49.941
Accounting Technician	Annual	75,420	79,191	83,150	87,308	91,673
	Monthly	6,285	6,599	6,929	7,276	7,639
	Semi-Monthly	3,142	3,300	3,465	3,638	3,820
	BASE Rate Hourly	36.259	38.072	39.976	41.975	44.074

* Wage schedule for demonstrative purposes only

APPENDIX A2

The following wage schedule becomes effective *January 1, 2025*.

Position		Step A	Step B	Step C	Step D	Step E
Fire Prevention Specialist	Annual	96,816	101,657	106,740	112,077	117,680
	Monthly	8,068	8,471	8,895	9,340	9,807
	Semi-Monthly	4,034	4,236	4,447	4,670	4,903
	BASE Rate Hourly	46.546	48.873	51.317	53.883	56.577
Fire Prevention Specialist II	Annual	108,136	113,543	119,220	125,181	131,440
	Monthly	9,011	9,462	9,935	10,432	10,953
	Semi-Monthly	4,506	4,731	4,967	5,216	5,477
	BASE Rate Hourly	51.988	54.588	57.317	60.183	63.192
Community Risk Reduction Specialist	Annual	83,006	87,156	91,514	96,090	100,894
	Monthly	6,917	7,263	7,626	8,007	8,408
	Semi-Monthly	3,459	3,632	3,813	4,004	4,204
	BASE Rate Hourly	39.907	41.902	43.997	46.197	48.507
Deputy Fire Marshal	Annual	127,510	133,885	140,579	147,608	154,989
	Monthly	10,626	11,157	11,715	12,301	12,916
	Semi-Monthly	5,313	5,579	5,857	6,150	6,458
	BASE Rate Hourly	61.303	64.368	67.586	70.966	74.514
Executive Assistant/Board Clerk	Annual	82,465	86,588	90,918	95,464	100,237
	Monthly	6,872	7,216	7,576	7,955	8,353
	Semi-Monthly	3,436	3,608	3,788	3,978	4,177
	BASE Rate Hourly	39.647	41.629	43.710	45.896	48.191
Permit Technician	Annual	69,970	73,468	77,142	80,999	85,049
	Monthly	5,831	6,122	6,428	6,750	7,087
	Semi-Monthly	2,915	3,061	3,214	3,375	3,544
	BASE Rate Hourly	33.639	35.321	37.087	38.942	40.889
Human Resource Analyst	Annual	91,028	95,580	100,359	105,377	110,645
	Monthly	7,586	7,965	8,363	8,781	9,220
	Semi-Monthly	3,793	3,982	4,182	4,391	4,610
	BASE Rate Hourly	43.764	45.952	48.249	50.662	53.195
Accounting Specialist II	Annual	98,931	103,878	109,071	114,525	120,251
	Monthly	8,244	8,656	9,089	9,544	10,021
	Semi-Monthly	4,122	4,328	4,545	4,772	5,010
	BASE Rate Hourly	47.563	49.941	52.438	55.060	57.813
Accounting Specialist I	Annual	89,734	94,220	98,931	103,878	109,072
	Monthly	7,478	7,852	8,244	8,656	9,089
	Semi-Monthly	3,739	3,926	4,122	4,328	4,545
	BASE Rate Hourly	43.141	45.298	47.563	49.941	52.438
Accounting Technician	Annual	79,191	83,150	87,308	91,673	96,257
	Monthly	6,599	6,929	7,276	7,639	8,021
	Semi-Monthly	3,300	3,465	3,638	3,820	4,011
	BASE Rate Hourly	38.072	39.976	41.975	44.074	46.277

* Wage schedule for demonstrative purposes only

APPENDIX A3

The following wage schedule becomes effective *January 1, 2026*.

Position		Step A	Step B	Step C	Step D	Step E
Fire Prevention Specialist	Annual	101,657	106,740	112,077	117,680	123,564
	Monthly	8,471	8,895	9,340	9,807	10,297
	Semi-Monthly	4,236	4,447	4,670	4,903	5,149
	BASE Rate Hourly	48.873	51.317	53.883	56.577	59.406
Fire Prevention Specialist II	Annual	113,543	119,220	125,181	131,440	138,012
	Monthly	9,462	9,935	10,432	10,953	11,501
	Semi-Monthly	4,731	4,967	5,216	5,477	5,750
	BASE Rate Hourly	54.588	57.317	60.183	63.192	66.352
Community Risk Reduction Specialist	Annual	87,156	91,514	96,090	100,894	105,939
	Monthly	7,263	7,626	8,007	8,408	8,828
	Semi-Monthly	3,632	3,813	4,004	4,204	4,414
	BASE Rate Hourly	41.902	43.997	46.197	48.507	50.932
Deputy Fire Marshal	Annual	133,885	140,579	147,608	154,989	162,738
	Monthly	11,157	11,715	12,301	12,916	13,562
	Semi-Monthly	5,579	5,857	6,150	6,458	6,781
	BASE Rate Hourly	64.368	67.586	70.966	74.514	78.240
Executive Assistant/Board Clerk	Annual	86,588	90,918	95,464	100,237	105,249
	Monthly	7,216	7,576	7,955	8,353	8,771
	Semi-Monthly	3,608	3,788	3,978	4,177	4,385
	BASE Rate Hourly	41.629	43.710	45.896	48.191	50.600
Permit Technician	Annual	73,468	77,142	80,999	85,049	89,301
	Monthly	6,122	6,428	6,750	7,087	7,442
	Semi-Monthly	3,061	3,214	3,375	3,544	3,721
	BASE Rate Hourly	35.321	37.087	38.942	40.889	42.933
Human Resource Analyst	Annual	95,580	100,359	105,377	110,645	116,178
	Monthly	7,965	8,363	8,781	9,220	9,681
	Semi-Monthly	3,982	4,182	4,391	4,610	4,841
	BASE Rate Hourly	45.952	48.249	50.662	53.195	55.855
Accounting Specialist II	Annual	103,878	109,071	114,525	120,251	126,264
	Monthly	8,656	9,089	9,544	10,021	10,522
	Semi-Monthly	4,328	4,545	4,772	5,010	5,261
	BASE Rate Hourly	49.941	52.438	55.060	57.813	60.704
Accounting Specialist I	Annual	94,220	98,931	103,878	109,072	114,525
	Monthly	7,852	8,244	8,656	9,089	9,544
	Semi-Monthly	3,926	4,122	4,328	4,545	4,772
	BASE Rate Hourly	45.298	47.563	49.941	52.438	55.060
Accounting Technician	Annual	83,150	87,308	91,673	96,257	101,070
	Monthly	6,929	7,276	7,639	8,021	8,422
	Semi-Monthly	3,465	3,638	3,820	4,011	4,211
	BASE Rate Hourly	39.976	41.975	44.074	46.277	48.591

* Wage schedule for demonstrative purposes only

APPENDIX B

Fire Investigator Standby Duty

Purpose

The scope of this policy is to establish a dependable means of assuring an Incident Commander (IC) that a Fire District Fire Investigator is available to respond to conduct an investigation as to the origin and cause of such fire incident.

Definitions

- A. Fire Investigation Stand-by Duty Investigator: Any Fire Prevention Officer that is a District certified fire investigator and willing to cover Fire Investigation Duty in a scheduled duty rotation.
- B. Incident Commander (IC): A Chief Officer or Company Officer that is in-charge of a fire incident
- C. Fire Investigation Stand-by Duty minimum requirements/qualifications:
 - 1. PC832 –Arrest Only; No Firearms
 - 2. Fire Investigation 1A & 1B & 1C (or current OSFM education track)
 - 3. FI-210 Wildland Fire Origin and Cause Determination (NWCG, CAL FIRE)
- D. 4. Minimum of five (5) fire investigations with a qualified fire investigator. Notice to Respond: receipt of fire investigation assignment and duty to respond
- E. Enroute Status: in service and responding to the fire scene in a district vehicle.

Section I Schedule

- A. The Stand-By Assignment shall commence at 0730 hours.
- B. The Fire Marshal shall develop a schedule of Fire Investigation Stand-By Duty. This shall be done to facilitate vacation selections that will not coincide with standby periods. Investigators are not to pick vacation time during their respective standby period unless the investigators scheduled for the Stand-by Assignment covers his/or her assignment with a Stand-By trade.

Section II Operations

- A. Authorization Procedure
 - 1. The Incident Commander(IC) (Chief Officer or Company Officer), may request a Fire Investigator for investigation purposes to determine origin and cause of a fire incident.
 - 2. The IC may contact the Stand-by Fire Investigator in order to obtain clarification and guidance. Hourly overtime compensation will be authorized to the Standby Fire Investigator for providing the IC or designee for the needed information.
 - 3. Notification shall be made through the Dispatch/Communications Center and follow the Fire Investigator notification procedure.
- B. Notification Procedure

1. Upon request by the IC, Dispatch shall notify the Fire Investigator assigned the Stand-By duty Assignment via alpha pager and cell phone of the Notice to respond for investigation duty. The Fire Investigator on Stand-By duty shall contact the Dispatch/Communications Center as outlined under Section III, Investigator Responsibilities.

Section III Fire Investigator Responsibility

A. Response

1. Fire Investigators, when on assigned Stand-By duty, shall maintain radio, cell phone, or alpha pager contact with the Dispatch/Communications Center. Fire Investigators, when on Stand-By duty, shall not be more than 45 minutes from the District boundary. Stand-by duty Fire Investigators shall respond enroute to the fire scene within 10 minutes of notification. Fire Investigators shall notify Dispatch of their estimated time of arrival as soon as they are enroute to the fire scene in a district vehicle.
2. Fire Investigators shall maintain the serviceability of all issued communications and safety equipment and wear the level of protection designated by the IC.
3. No alcohol or any other substance that would impair a person's ability to assume the duties of a fire investigator may be consumed during the stand-by operational period.
4. All investigations shall be handled in an expedient a manner as possible. The Fire Investigator shall retain the service of suppression personnel as needed to assist in the removal of debris or other activities associated with scene investigation. The Fire Investigator shall interact with the Incident Commander or fire watch to facilitate his/or her needs to complete the investigation.
5. It is the responsibility of the employee to notify his or her immediate supervisor upon the occurrence of an illness creating an inability to perform their Stand-By Assignment or portion thereof during regular business hours. During after hours, weekends, and holidays, the employee assigned the Stand-By Assignment shall notify the Dispatch/Communications Center.

B. Fire Investigation Stand-by Overtime

1. All overtime shall be on an hour-for-hour basis, with a minimum of two (2) hours for emergency overtime. All overtime to be paid or compensatory time accrued at the rate of time and one-half (1-1/2).
2. Overtime compensation begins upon confirmation of receipt of call by the responding Investigator via telephone, cell phone, or radio.
3. Compensatory time may be accumulated to a maximum accrual of eighty-hours (80).

C. Stand-by Duty Trades

1. The District agrees that employees who are assigned to fire investigative Stand-By duties may, with approval of the Fire Marshal or designated management official in each instance, trade Stand-By Duty Assignments, with qualified employees.
2. For occurrences, necessitating Stand-By Duty Assignment trades after hours, weekends and on holidays, the employee accepting the responsibility for the trade

(Stand-By Assignment) shall notify the Dispatch/Communications Center of their responsibility for the Stand-By Assignment.

D. Sick Leave Coverage

To establish a mechanism to back-fill Stand-By Assignments upon the occurrence of an Investigator on sick leave with the expectation that someone will be available, and respond, the following provisions shall apply:

1. During regular business hours Monday-Friday 0700-1730 hours the person scheduled for the next Stand-By Assignment period, and on duty, shall be responsible for fire investigation requests. During the hours of 1730-0700, Dispatch shall refer to the monthly Stand-By schedule and attempt to recall a Fire Investigator by going through the list.
2. During weekends and holidays, Dispatch shall refer to the monthly Stand-By schedule and attempt to recall a Fire Investigator by going through the list beginning with the Fire Investigator assigned the next Stand-by period.

RESOLUTION NO. 2023-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ESTABLISHING SALARIES AND BENEFITS FOR MANAGEMENT PERSONNEL

BE IT RESOLVED that the Board of Directors of the Rancho Santa Fe Fire Protection District does hereby authorize the following salary ranges and benefits for management personnel effective, January 1, 2024.

1. SALARIES

1.1 The following salary range for EXEMPT positions identified is as follows:

<i>Position</i>	<i>Range/Annual Salary</i>	
Fire Chief	\$226,567	\$245,000
Deputy Chief	\$195,717	\$215,778
Fire Marshal	\$154,989	\$170,876
Finance Manager	\$120,000	\$146,167

1.2 The following salary range for NON-EXEMPT position(s) identified is as follows:

<i>Position</i>	<i>Range/Annual Salary</i>	
Battalion Chief	\$169,068	\$186,398

2. RETIREMENT

2.1 Retirement (Safety): the district shall retain a retirement plan with the Public Employees Retirement System (*PERS*) *3% @ 50 plan for all safety employees hired before March 31, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:*

- a. One-Year Final Compensation
- b. 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service, and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

2.2 All safety employees enrolled in the CalPERS 3% @ 50 plan: the employee will contribute 100% of the employee's contribution for all reportable wages. Effective January 1, 2024, in addition to paying the member contributions identified previously, classic safety members (Tier 1 & Tier 2) shall engage in cost-sharing pursuant to Government Code Section 20516(f) by contributing an additional one and three quarter (1.75%) percent; for a total of 13.75%, to be collected of the employee's compensation reported toward the employer's cost and applied towards the District's UAL. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

- 2.3 All safety employees hired after July 1, 2012; the district shall retain a retirement plan with the Public Employee Retirement System (PERS) 3% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:
- a. 1959 Survivor Benefit – Fourth Level
Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service, and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.
- 2.4 All safety employees enrolled in the CalPERS 3% @ 55 plan: the employee will contribute 100% of the employee's contribution for all reportable wages. Effective January 1, 2024, in addition to paying the member contributions identified previously, classic safety members (Tier 1 & Tier 2) shall engage in cost-sharing pursuant to Government Code Section 20516(f) by contributing an additional one and three quarter (1.75%) percent; for a total of 13.75% to be collected of the employee's compensation reported toward the employer's cost and applied towards the District's UAL. The employee will contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth Level.
- 2.5 Employee contributions for employees entering membership on or after January 1, 2013, and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.
- 2.6 The district agrees to report member contributions as taxed deferred for all employees enrolled in the CalPERS plans.
- 2.7 Retirement (Non-safety): the district shall retain a retirement plan with the Public Employees Retirement System (PERS) 2.7% @ 55 plan for all employees hired before April 1, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:
- a. One-Year Final Compensation
 - b. 1959 Survivor Benefit - Fourth Level
Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service, and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.
- 2.8 All non- safety employees enrolled in the PERS 2.7% @ 55 plan; the employee will contribute 100% of the employee's contribution for all reportable wages. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.
- 2.9 All non-safety employees hired after July 1, 2012; the district shall retain a retirement plan with the Public Employee Retirement System (CalPERS) 2.5% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:
- a. 1959 Survivor Benefit – Fourth Level
Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement

optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service, and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

- 2.10 All non-safety employees enrolled in the PERS 2.5% @ 55 plan; the employee will contribute 100% of the employee's contribution toward the employee contribution for all reportable wages. The employee will also contribute \$2 per month toward the cost of the 1959 Survivor Benefit – Fourth level.
- 2.11 Employee contributions for employees entering membership on or after January 1, 2013, and subject to the California Public Employees' Pension Reform Act of 2013 (PEPRA) will be determined by CalPERS.
- 2.12 The district agrees to report member contributions as tax deferred for all employees enrolled in CalPERS.

3. SICK LEAVE

3.1 *Shift Employees*

- 3.1.1 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. Sick leaves shall be accumulated with no maximum accrual.
- 3.1.2 At retirement, unused sick leave credit for shift employees shall be converted as follows:
 - a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable; or
 - b. The employee may choose to convert unused sick leave hours to an employee's FHRA at a ratio of 2:1. A minimum of 500 sick leave hours is required to be eligible for this option. The FHRA contribution shall be calculated at the straight time rate and shall not exceed the value of 40 shifts or 960 hours.

3.2 *Non-shift employees*

- 3.2.1 Accrual: Non-shift employees shall accrue sick leave at the rate of 8 hours per month. Sick leaves shall be accumulated with no maximum accrual.
- 3.2.2 At retirement, unused sick leave credit for non-shift employees shall be converted as follows:
 - a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable; or
 - b. The employee may convert unused sick leave hours to be an employee's FHRA at a ratio of 2:1. A minimum of 357 hours is required to be eligible for this option. The FHRA shall be calculated at the straight time rate and shall not exceed the value of 685 hours.

3.3 *Management Employees*

- 3.3.1 The accrual rate shall apply to the employee's permanent work schedule and not be changed for temporary or short-term assignments.
- 3.3.2 When an employee changes from one work schedule to another work schedule as a permanent assignment, accumulated leave shall be adjusted in accordance with the ratio of one work schedule to the other. Example: factor from 56-hour workweek to 40-hour

workweek is .714; the factor from 40-hour workweek to 56-hour workweek is 1.4.

- 3.3.3 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.
- 3.3.4 Bereavement leave shall be granted for the death or imminent death of any employee's immediate family or dependent, including spouse's immediate family or dependent. Bereavement leave shall not exceed five (5) days, based on Government code section 12945.7. No paid leave shall be granted without prior administrative approval. All bereavement leave shall be charged against accrued sick leave.
- 3.3.5 Definition of Immediate Family defined in California Labor Code Section 245.5.

4. INSURANCE

- 4.1 The district shall contract with a provider(s) for medical and dental benefits for providing employees and their eligible dependents with insurance benefits. The district agrees to contribute 80% of the average CalPERS HMO medical plans listed by the CalPERS in Region 2 or any subsequent region designated by CalPERS as the region in which the district is located; and 100% of the HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance; this is defined as District Contribution. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed 80% of the average HMO medical/dental plans offered per month, the affected employee will be responsible for the difference.
- 4.2 Any unused medical premium amount from the District Contribution shall be deposited monthly into the employees Active Health Reimbursement Arrangement (AHRA) and may be used for medical/dental reimbursements as defined Internal Revenue Code Section 213(d) and described in IRS Publication 502 for a maximum period of 12 months. These funds will be in the Active Health Reimbursement Arrangement (AHRA). After the 12-month period expires, 100% of any unused amount from the District Contribution (AHRA) shall be transferred to the employee's Funded Health Retirement Account (FHRA). At the conclusion of December 31st, employees will have until January 31st to submit claims for reimbursement in the TASC (or similar) system for reimbursement of the previous calendar year. Anything submitted after January 31st, for the previous calendar year will be declined. On February 1st, 100% of the remaining funds in the AHRA will then be transferred into the Funded Health Reimbursement Arrangement (FHRA) NOTE: If an employee separates from employment during the 12-month period, the unused amount from the District Contribution (AHRA) shall be forfeited. The unused amount from the District Contribution (AHRA) cannot be cashed out.
- 4.3 The district will strive to provide every eligible employee with options for group medical and dental insurance plans. If eligible dependents are enrolled in the group insurance, they must be enrolled in the same coverage as the employee.
- 4.4 Eligible full-time employees may elect to opt out of only the medical insurance if proof of

alternate group health coverage that complies with the ACA's health care reform mandates can be provided to the district. If an eligible full-time employee opts out and provides the required proof of alternative group health coverage, the district shall place a capped rate of \$1,000 per month (\$12,000 annually) in the employee's Active Health Reimbursement Arrangement (AHRA) to be utilized per the provisions in 4.2.

- 4.5 Employees, upon retirement, at no additional cost to active employees or to the district shall be allowed to remain on the group dental plan until age 65. The retiree will be required to have the same plan as active employees. The retiree will be responsible for payment of the entire premium and a two percent (2%) administrative cost.
- 4.6 Life: The district shall provide a \$50,000 life insurance policy for the employees and the Board of Directors, and \$1,000 life insurance policy for employee's dependents. The policy shall include accidental death and dismemberment coverage.
- 4.7 Long-Term Disability: The district shall provide a Long-Term Disability plan.
- 4.8 In the event the Board of Directors modifies the insurance benefit (increase or decrease) in any other labor contract, this insurance benefit shall be adjusted per said resolution or contract for all positions identified in this Resolution.

5. FUNDED HEALTH RETIREMENT ACCOUNT (FHRA)

- 5.1 Employees shall be required to participate in a District administered Funded Health Retirement Account (FHRA). The following terms apply:
 - a. Effective July 1, 2006, a monetary contribution will be made by the district in the amount of \$100 per employee per month.
 - b. The value of any unused Active Health Reimbursement Arrangement (AHRA) shall be transferred at the end of each calendar and fiscal year to the employee's Funded Health Retirement Account (FHRA) (contributed twice a year).
 - c. If the shift employee has an excess of 480 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (144 minus sick leave used x 0.50) will be contributed to the FHRA at the employee's hourly rate.
 - d. If the non-shift employee has an excess of 343 hours of unused sick leave, then at the end of each calendar year 50% of the unused sick leave (96 minus sick leave used) will be contributed to the RHSA at the employee's hourly rate.
- 5.2 Medical Reimbursement: this option is considered a non-taxable benefit, which may be used for additional medical/dental expenses, and this option is not considered as reportable compensation to CalPERS. Note that unused monies in this account are not eligible for transfer to the District's Health Retirement Savings Account.

6. MANAGEMENT INCENTIVE PAY (Exempt)

- 6.1 Effective July 1, 2023, in recognition of the unique nature of the district's executive management and confidential positions and associated job responsibilities, exempt employees covered by this Resolution will receive Management Incentive Pay (MIP). Management personnel are responsible for coordinating the services provided by their department and are held accountable for responding to the distinctive needs of the community, irrespective of time and place. MIP consists of an additional 10% of base pay

paid bi-weekly.

- 6.2 Safety Officer Training Premium - Non-Exempt Battalion Chiefs who are assigned by the Fire Chief as the Training Officer to instruct and train fire personnel on safety procedures will receive an additional 5% of base pay paid bi-weekly. Battalion Chiefs will be rotated in and out of the assignment at the discretion of the Fire Chief.

7. HOLIDAYS

- 7.1 For this section, the legal "holiday" shall mean and include the following days:
- a. New Year's Day (January 1)
 - b. Martin Luther King Day (third Monday in January)
 - c. President's Day (third Monday in February)
 - d. Memorial Day (fourth Monday in May)
 - e. Independence Day (July 4)
 - f. Labor Day (first Monday in September)
 - g. Veteran's Day (November 11)
 - h. Thanksgiving Day (fourth Thursday in November)
 - i. Day after Thanksgiving Day
 - j. Christmas Day (December 25)
 - k. Floating Holiday

8. USE OF DISTRICT VEHICLES

- 8.1 The district will assign a vehicle to the following positions for commuting to/from work and all business purposes to insure availability for immediate emergency response:
- a. Fire Chief
 - b. Deputy Chief
 - c. Fire Marshal
 - d. Battalion Chief – Administrative/Training
- 8.2 Personnel assigned to a take home vehicle must meet a 45-minute response time to the district from their place of residence.
- 8.3 Battalion Chief – Shift: while on duty, the shift Battalion Chief is provided with an emergency vehicle to assist in the performance of their duties.
- 8.4 The value for all personal use may be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy.

9. VACATION ACCRUAL

- 9.1 Annual vacation accrual hours shall be based upon years of service in accordance with the following (See Table):

Years of Service	Based on 40-hour work week	Based on 56-hour work week
0 – 4 years	80 hours	264 hours
5 – 9 years	120 hours	288 hours
10 – 14 years	160 hours	312 hours
15 – 19 years	200 hours	360 hours
20+ years	240 hours	408 hours

Note: The Fire Chief is authorized to negotiate the starting vacation accumulation different from shown above for management staff members new to the district.

- 9.2 All management employees shall have the option to sell the excess of 80 hours (non-shift), or the excess of 264 hours (shift) accrued vacation at straight time, not more than twice a year, after the work period ends that include June 30 and December 31.
- 9.3 An employee may only sell a maximum of 200 hours of accrued vacation per calendar year. Minimum vacation accrual balances are required as identified in 10.2.
- 9.4 A written request received by November 30 for payment of accrued vacation sold back to the district, which will be remitted by separate check on December 15. A written request received by June 30 for payment of vacation sold back to the district, which will be remitted by separate check on July 15. No payments under this section will be reported as “reportable compensation” for retirement purposes.
- 9.5 Annual vacation accrual for the position of Fire Chief and Deputy Chief will be calculated based on years of service under the 40-hour work week with the annual addition of 86 hours.
- 9.6 Any vacation hours accrued above 600 hours on June 30 and December 31 will be automatically cashed out on July 15 and January 15 pay dates, respectively.

10. NON-EXEMPT FLSA COMPENSATION

- 10.1 The Shift Battalion Chief position shall be paid an hourly rate of time and one-half for all overtime worked beyond their regular hours assigned.
- 10.2 The hourly rate for the Training Officer (Battalion Chief) position will be converted to a 40-hour workweek. The hourly rate will be adjusted as specified herein. Factor from 56-hour workweek to a 40-hour workweek is **.714**; Factor from 40-hour workweek to a 56-hour workweek is **1.4**.
 - 10.2.1 The Training Officer shall be paid an hourly rate of time and one-half per the 40-hour workweek for all Training Officer/administrative overtime beyond their regular hours assigned.
 - 10.2.2 The Training Officer (Battalion Chief) who works overtime for sick leave coverage, vacation coverage, vacancy coverage, call-back pay or incident deployment. The hourly rate will be converted from the 40-hour workweek to the 56-hour workweek and overtime shall be paid an hourly rate of time and one-half per the 56-hour workweek.

11. NOTARIZATION COMPENSATION

11.1 The position of Manager of Finance & Administration has been eliminated as of 11/16/2023 and no longer compensated for notarization qualification.

12. UNIFORMS

12.1 Positions required to wear class B uniforms will be provided a Uniform Allowance of \$600.00 each fiscal year. The value of the uniform provided is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRAs).

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on December 13, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

James H. Ashcraft
President

ATTEST:

Dave McQuead
Fire Chief

RESOLUTION NO. 2023-19XX

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A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ESTABLISHING SALARIES AND BENEFITS FOR MANAGEMENT PERSONNEL

BE IT RESOLVED that the Board of Directors of the Rancho Santa Fe Fire Protection District does hereby authorize the following salary ranges and benefits for management personnel effective ~~July 19, 2023~~ January 1, 2024.

1. SALARIES

1.1 The following salary range for EXEMPT positions identified is as follows:

Position	Range/Annual Salary	
Fire Chief	\$226,567 0,000	\$245,000
Deputy Chief	\$195,717 77,635	\$215,778 203,374
Fire Marshal	\$154,989 117,099	\$170,876 153,780
Finance Manager <u>Manager of Finance and Administration</u>	\$120,000 131,000	\$146,167 160,480

1.2 The following salary range for NON-EXEMPT position(s) identified is as follows:

Position	Range/Annual Salary	
Battalion Chief	\$169,068 135,517	\$186,398 166,014

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2. RETIREMENT

2.1 Retirement (Safety): the district shall retain a retirement plan with the Public Employees Retirement System (PERS) 3% @ 50 plan for all safety employees hired before March 31, 2012. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefits:

- One-Year Final Compensation
- 1959 Survivor Benefit – Fourth Level

Note: Government Code Section 20840(e) includes but not limited to: 1) pre-retirement optional settlement 2 death benefit; 2) conversion of unused sick leave to retirement service credit; 3) ability for members to convert, at their own expense, prior military service, and prior public service to CalPERS retirement service; and 4) local system service credit included in the basic death benefit.

2.2 All safety employees enrolled in the CalPERS 3% @ 50 plan: the employee will contribute 100% of the employee's contribution for all reportable wages. Effective January 1, 2023, in addition to paying the member contributions identified previously, classic safety members (Tier 1 & Tier 2) shall engage in cost-sharing pursuant to Government Code Section 20516(f) by contributing an additional one and three quarter (1.75%) percent; for a total of 13.75%, to be collected of the employee's compensation reported toward the employer's cost and applied towards the District's UAL. The employee will contribute \$2 per month towards the cost of the 1959 Survivor Benefit - Fourth Level.

- 2.3 All safety employees hired after July 1, 2012; the District shall retain a retirement plan with the Public Employee Retirement System (PERS) 3% @ 55 plan. The retirement plan shall include all statutory benefits listed in Government Code Section 20840(e) and the following optional benefit:
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3. SICK LEAVE

3.1 *Shift Employees*

- 3.1.1 Accrual: Shift employees shall accrue sick leave at the rate of 12 hours per month. Sick leave shall be accumulated with no maximum accrual.
- 3.1.2 At retirement, unused sick leave credit for shift employees shall be converted as follows:
 - a. All unused sick leave hours will be reported to CalPERS for additional service credit, if applicable; ~~or~~
 - b. The employee ~~may~~ choose to convert unused sick leave hours to an employee's ~~RHSA~~ FHRA at a ratio of 2:1. A minimum of 500 sick leave hours is required to be eligible for this option. The ~~RHSA~~ FHRA contribution shall be calculated at the straight time rate and shall not exceed the value of 40 shifts ~~or 960 hours~~.

3.2 *Non-shift employees*

- 3.2.1 Accrual: Non-shift employees shall accrue sick leave at the rate of 8 hours per month. ~~—~~Sick leave shall be accumulated with no maximum accrual.
- 3.2.2 At retirement, unused sick leave credit for non-shift employees shall be converted as follows:
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- 3.3.2 When an employee changes from one work schedule to another work schedule as a permanent assignment, accumulated leave shall be adjusted in accordance with the ratio of one work schedule to the other. Example: factor from 56-hour workweek to 40-hour workweek is .714; the factor from 40-hour workweek to 56-hour workweek is 1.4.

3.3.3 Sick leave shall be available for personal illness or injury, emergency medical or dental appointments and for reasonable travel time to and from health care facilities. Sick leave shall also be available to an employee for caring for a member of his/her immediate family who is ill or injured, emergency medical or dental appointments, and for reasonable travel time to and from health care facilities.

3.3.3.3.4 Bereavement leave shall be granted for the death or imminent death of any employee's immediate family or dependent, including spouse's immediate family or dependent. Bereavement leave shall not exceed five (5) days, based on Government code section 12945.7. No paid leave shall be granted without prior administrative approval. All

Resolution No. 2023-~~09~~

Page 4 of 8

bereavement leave shall be charged against accrued sick leave.

~~3.3.43.3.5~~ Definition of Immediate Family - defined in California Labor Code Section 245.5. Immediate family shall include husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, grandparent, grandchild, or any legal dependent residing in same household.

4. INSURANCE

- 4.1 The district shall contract with a provider(s) for medical and dental benefits for providing employees and their eligible dependents with insurance benefits. The district agrees to contribute 80% of the average CalPERS HMO medical plans listed by the CalPERS in Region 2 or any subsequent region designated by CalPERS as the region in which the district is located; and 100% of the HMO dental plan(s) offered (at the family rate), per month toward medical and dental insurance; this is defined as District Contribution. This calculated dollar amount shall be inclusive of any mandatory contributions that may be required by the provider. However, if the monthly premiums for medical and dental insurance exceed 80% of the average HMO medical/dental plans offered per month, the affected employee will be responsible for the difference.
- 4.2 Any unused medical premium amount from the District Contribution shall be deposited monthly into the employees Active Health Reimbursement Arrangement (AHRA) and may be used for medical/dental reimbursements as ~~allowed defined Internal Revenue Code Section 213(d) and described in by~~ IRS Publication 502 for a maximum period of 12 months. These funds will be in the Active Health Reimbursement Arrangement (AHRA). After the 12-month period expires, at retirement, or if an employee is of retirement age and separation occurs due to disability or death, 100% of any unused amount from the District Contribution (AHRA) premium shall be transferred to the employee's Funded Health Retirement Account (FHRA). At the conclusion of December 31st, employees will have until January 31st to submit claims for reimbursement in the TASC (or similar) system for reimbursement of the previous calendar year. Anything submitted after January 31st for the previous calendar year will be declined. On February 1st, 100% of the remaining funds in the AHRA will then be transferred into the Funded Health Reimbursement Arrangement (FHRA) NOTE: If an employee separates from employment for any other reason during the 12-month period, the unused premium amount from the District Contribution (AHRA) shall be forfeited. The unused amount from the District Contribution (AHRA) cannot be cashed out.
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 - b. Deputy Chief
 - c. Fire Marshal
 - d. Battalion Chief – Administrative/Training
- 8.2 Personnel assigned to a take home vehicle must meet a 45-minute response time to District from their place of residence.
- 8.3 Battalion Chief – Shift: while on duty, shift Battalion Chiefs are provided an emergency vehicle to assist in the performance of their duties.
- 8.4 The value for all personal use may be reported as a taxable fringe benefit as established by IRS Regulations and the District's Administrative policy.

9. VACATION ACCRUAL

- 9.1 Annual vacation accrual hours shall be based upon years of service in accordance with the following:

Years of Service	Based on 40-hour work week	Based on 56-hour work week
0 – 4 years	80 hours	264 hours
5 – 9 years	120 hours	288 hours
10 – 14 years	160 hours	312 hours
15 – 19 years	200 hours	360 hours
20+ years	240 hours	408 hours

Note: The Fire Chief is authorized to negotiate the starting vacation accumulation different from shown above for management staff members new to the district.

- 9.2 All management employees shall have the option to sell the excess of 80 hours (non-shift), or the excess of 264 hours (shift) accrued vacation at straight time, not more than twice a year, after the work period ends that include June 30 and December 31.
- 9.3 An employee may only sell a maximum of 200 hours of accrued vacation per calendar year. Minimum vacation accrual balances are required as identified in 10.2.
- 9.4 A written request received by ~~December 31~~ November 30 for payment of accrued vacation sold back to the district, which will be remitted by separate check on ~~January~~ December 15. A written request received by June 30 for payment of vacation sold back to the district, which will be remitted by separate check on July 15. No payments under this section will be reported as "reportable compensation" for retirement purposes.
- 9.5 Annual vacation accrual for the position of Fire Chief and Deputy Chief will be calculated based on years of service under the 40-hour work week with the annual addition of 86 hours.
- 9.6 Any vacation hours accrued above 600 hours on June 30 and December 31 will be automatically cashed out on July 15 and January 15 pay dates, respectively.

10. NON-EXEMPT FLSA COMPENSATION

- 10.1 The Shift Battalion Chief position shall be paid an hourly rate of time and one-half for all overtime worked beyond their regular hours assigned.
- 10.2 The hourly rate for the Training Officer (Battalion Chief) position will be converted to a 40-hour workweek. The hourly rate will be adjusted as specified herein. Factor from 56-hour

workweek to a 40-hour workweek is ~~.714~~; Factor from 40-hour workweek to a 56-hour workweek is ~~1.4~~.

10.2.1 The Training Officer shall be paid an hourly rate of time and one-half per the 40-hour workweek for all Training Officer/administrative overtime beyond their regular hours assigned.

10.2.2 The Training Officer (Battalion Chief) who works overtime for sick leave coverage, vacation coverage, vacancy coverage, call-back pay or incident deployment. The hourly rate will be converted from the 40-hour workweek to the 56-hour workweek and overtime shall be paid an hourly rate of time and one-half per the 56-hour workweek.

11. NOTARIZATION COMPENSATION

11.1 ~~The Manager of Finance & Administration with notarization qualification to be compensated \$100.00 per pay period. The position of Manager of Finance & Administration has been eliminated as of 11/16/2023 and no longer compensated for notarization qualification.~~

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12. UNIFORMS

12.1 Positions required to wear class B uniforms will be provided a Uniform Allowance up to \$600.00 each fiscal year. The value of the uniform provided is reported to CalPERS as compensation subject to retirement contributions for employees in classic retirement tiers (not PEPRAs).

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on ~~July 19, 2023~~ December 13, 2023, by the following vote:

AYES: ~~Ashcraft, Hillgren, Malin, Stine, Tanner~~
NOES: ~~None~~
ABSENT: ~~None~~
ABSTAIN: ~~None~~

James H. Ashcraft
President

ATTEST:

Dave McQuead
Fire Chief
~~Alicea Caccavo~~
~~Clerk of the Board~~

RESOLUTION No. 2023-20

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE RANCHO SANTA FE FIRE PROTECTION DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

WHEREAS, the California Public Employees Retirement System (“PERS”) adopted the California Code of Regulations, Title 2, Section 570.5 on August 10, 2011; and

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District’s Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Rancho Santa Fe Fire Protection District, a public agency in the County of San Diego, California, as follows:

- 1) That the attached pay schedule titled Rancho Santa Fe Fire Protection District Pay Schedule, set forth in Exhibit “A” attached hereto and incorporated herein by reference is approved effective January 1, 2024, and adopted.
- 2) That the pay schedules approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Rancho Santa Fe Fire Protection District on December 13, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

JAMES H ASHCRAFT
President

ATTEST:

Dave McQuead
Fire Chief

STAFF REPORT

NO. 23-31

TO: BOARD OF DIRECTORS
FROM: DAVE MCQUEAD, FIRE CHIEF
SUBJECT: DISTRICT PAY SCHEDULE
DATE: DECEMBER 13, 2023



RECOMMENDATION

The Fire Chief recommends the Board of Directors adopt, by Resolution, the District Pay Schedule in accordance with California Code of Regulations Title 2, Section 570.5, requirement for a Publicly Available Pay Schedule.

STAFF ANALYSIS

The CalPERS Board of Administration adopted an amendment to California Code of Regulations Section 570.5 (effective August 10, 2011) to require that a pay schedule is available publicly. The regulation specifies that compensation earnable is defined in statute and further clarified by California Code of Regulations (CCR) Section 570.5, and that salaries shall be “duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meetings laws.” Therefore, only those pay amounts that meet the definition of compensation earnable can be used when calculating retirement benefits. This regulation applies to all employers that report compensation to CalPERS.

The pay schedule **“Exhibit A” to Resolution 2023-20** reflects all salaries effective on January 1, 2024, as approved and agreed to by the District Board of Directors or Fire Chief.

Position		Step A	Step B	Step C	Step D	Step E
Firefighter/Paramedic	Annual	101,701	106,786	112,125	117,731	123,618
	Monthly	8,475	8,899	9,344	9,811	10,301
	BASE Rate Hourly	34.925	36.671	38.505	40.430	42.451
Engineer/Paramedic	Annual	109,610	115,090	120,845	126,887	133,231
	Monthly	9,134	9,591	10,070	10,574	11,103
	BASE Rate Hourly	37.641	39.523	41.499	43.574	45.752
Captain	Annual	126,449	132,771	139,410	146,380	153,699
	Monthly	10,537	11,064	11,617	12,198	12,808
	BASE Rate Hourly	43.423	45.594	47.874	50.268	52.781

Position		Step A	Step B	Step C	Step D	Step E
Fire Prevention Specialist	Annual	92,206	96,816	101,657	106,740	112,077
	Monthly	7,684	8,068	8,471	8,895	9,340
	BASE Rate Hourly	44.330	46.546	48.873	51.317	53.883
Fire Prevention Specialist II	Annual	102,987	108,136	113,543	119,220	125,181
	Monthly	8,582	9,011	9,462	9,935	10,432
	BASE Rate Hourly	49.513	51.988	54.588	57.317	60.183
Community Risk Reduction Specialist	Annual	79,053	83,006	87,156	91,514	96,090
	Monthly	6,588	6,917	7,263	7,626	8,007
	BASE Rate Hourly	38.006	39.907	41.902	43.997	46.197
Deputy Fire Marshal	Annual	121,438	127,510	133,885	140,579	147,608
	Monthly	10,120	10,626	11,157	11,715	12,301
	BASE Rate Hourly	58.384	61.303	64.368	67.586	70.966
Executive Assistant/Board Clerk	Annual	78,538	82,465	86,588	90,918	95,464
	Monthly	6,545	6,872	7,216	7,576	7,955
	BASE Rate Hourly	37.759	39.647	41.629	43.710	45.896
Permit Technician	Annual	66,638	69,970	73,468	77,142	80,999
	Monthly	5,553	5,831	6,122	6,428	6,750
	BASE Rate Hourly	32.037	33.639	35.321	37.087	38.942
Human Resource Analyst	Annual	86,694	91,028	95,580	100,359	105,377
	Monthly	7,224	7,586	7,965	8,363	8,781
	BASE Rate Hourly	41.680	43.764	45.952	48.249	50.662
Accounting Specialist II	Annual	94,220	98,931	103,878	109,071	114,525
	Monthly	7,852	8,244	8,656	9,089	9,544
	BASE Rate Hourly	45.298	47.563	49.941	52.438	55.060
Accounting Specialist I	Annual	85,461	89,734	94,220	98,931	103,878
	Monthly	7,122	7,478	7,852	8,244	8,656
	BASE Rate Hourly	41.087	43.141	45.298	47.563	49.941
Accounting Technician	Annual	75,420	79,191	83,150	87,308	91,673
	Monthly	6,285	6,599	6,929	7,276	7,639
	BASE Rate Hourly	36.259	38.072	39.976	41.975	44.074

Position		Step A	Step B	Step C
Battalion Chief - Shift	Annual	169,069	177,522	186,399
	Monthly	14,089	14,794	15,533
	BASE Rate Hourly	58.059	60.962	64.011
Battalion Chief - Training	Annual	169,069	177,522	186,399
	Monthly	14,089	14,794	15,533
	BASE Rate Hourly	81.283	85.347	89.615
Position	Range/Annual Salary			
Fire Chief	Annual	226,569	↔	245,000
	Monthly	18,881		20,417
Deputy Fire Chief	Annual	195,717	↔	215,778
	Monthly	16,310		17,982
Fire Marshal	Annual	154,989	↔	170,876
	Monthly	12,916		14,240
Finance Manager	Annual	120,000	↔	146,167
	Monthly	10,000		12,181

*Demonstrative purposes only

STAFF REPORT

NO. 23-32

TO: BOARD OF DIRECTORS
FROM: DAVE MCQUEAD, FIRE CHIEF
SUBJECT: APPROVAL – NEW EXEC. ASSIST. / BOARD CLERK POSITION
DATE: DECEMBER 13, 2023



RECOMMENDATION:

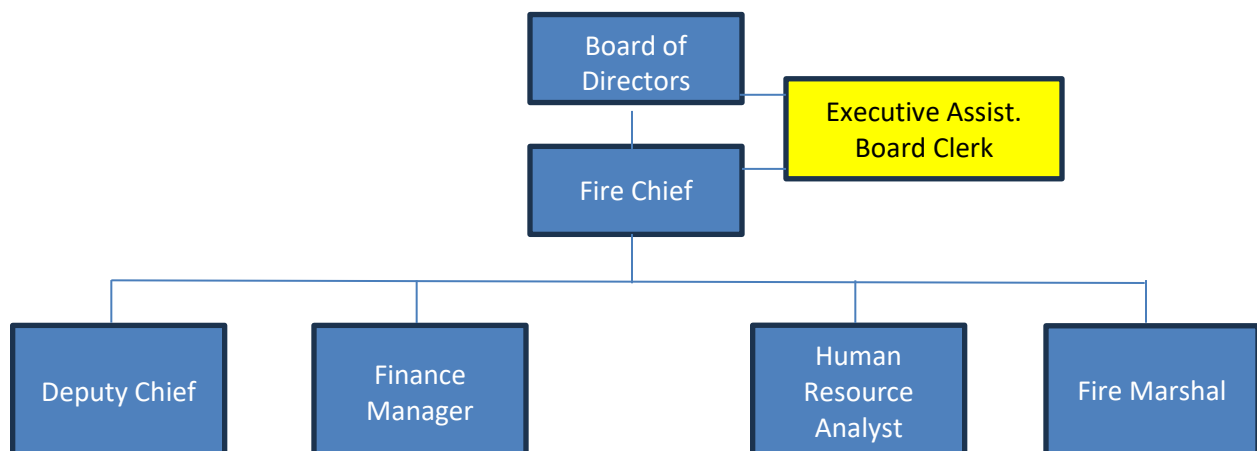
The Fire Chief recommends Board approval to implement and hire for the position of Executive Assistant/Board Clerk. The proposed Executive Assistant/ Board Clerk position will be within the Memorandum of Understanding for the Employees Association as a non-exempt position. The position will receive general direction from the Fire Chief and serve the Board of Directors when required.

BACKGROUND:

The position and duties of Finance, Human Resource and Board Clerk have been the responsibility of the Manager of Finance and Administration for over 40 years.

CURRENTLY:

With the recent resignation of the Manager of Finance and Administration on 10/30/2023, the district has a pivotal opportunity to rename one of the two current Office Support Coordinator positions within the fire prevention bureau as the Executive Assistant/ Board Clerk. The Executive Assistant/Board Clerk will now be under the general direction of the Fire Chief (See below in yellow), serve the Board of Directors as the Board Clerk and continue to support the Office Support Coordinator.



The objective is to continually strengthen the district's administration succession plan by providing opportunities for employees to grow and support the organization. The district will seek internally qualified candidates to fill the position.

Start Date: 1.1.2024.

Executive Assistant/ Board Clerk:

Annual Pay \$78,538 - \$95,463 (New Employee Assoc. Memorandum of Understanding 1.1.2024).

THE POSITION:

The Executive Assistant/ Board Clerk is a non-exempt level position within the Memorandum of Understanding for the Employees Association. The Executive Assistant/Board Clerk works under the general direction of the Fire Chief and serves as Board Clerk/Secretary to the Board of Directors. The successful candidate must have excellent skills in the areas of managing, organizing, and communicating.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Continue to perform the current duties that will provide support to the Office Support Coordinator. (See Office Support Coordinator job description).

Additionally, as the Board Clerk,

- Possess a broad understanding of local government administrative functions enabling the interpretation and application of District policies, procedures, and regulatory requirements with minimal work direction and instruction.
- Responsible for a wide variety of complex professional administrative work requiring independent judgement and discretion including preparation of meeting agendas and minutes.
- Greet and assist the public, elected officials, and staff in person, telephone, and by email with inquiries regarding District activities; respond to public records requests.
- Provide routine and complex professional administrative support to management and elected officials (typing, preparing, assembling, copying, binding, posting, distributing, tracking).
- Prepare meeting agendas and minutes; execute official District documents; post agenda and other documents in public locations and electronically.
- Manage audio/video scheduling, notification, recording, and posting of District meetings and events; communicates with Information Technology consultants and others regarding information and data needs and issues.
- Board Policies and Procedures.
- Elections and official filings.
- Perform website and external notification system posting updates including general information and alerts, meeting agendas, documents, recordings, and minutes.
- Provide general assistance in support of fiscal activities including data entry, deposit of checks, and collection of related signatures.

- Process and management of form 700.
- Custodian of Records.
- Website support.
- Perform related duties as assigned.

TODAY'S CHALLENGES AND OPPORTUNITES:

- The successful candidate will serve as the newly created Executive Assistant/Board Clerk for the district. This may require additional training and networking to successfully fulfill the duties of the Board Clerk.
- Must attend the annual California Special District Association (CSDA) Board Clerk Training.
- Time management and organizational skills to accomplish the needs of Board Clerk and support the Office Support Coordinator.
- The district is implementing a new financial program known as CASELLE.
- The district's new website is through the vendor Streamline.

EDUCATION AND EXPERIENCE GUIDELINES:

Any combination of education and experience would provide the required knowledge, skills, and abilities; however, the most qualified candidates will possess the following.

Education: An equivalent to the completion of the twelfth (12th) grade. An associate degree from an accredited college or university; or major course work in public or business administration or a closely related field is highly desirable.

Experience: One (1) to two (2) years of recent increasingly responsible professional experience in public administration. Experience in the public sector is a plus.

STAFF REPORT

NO. 23-33

TO: BOARD OF DIRECTORS
FROM: DAVE MCQUEAD, FIRE CHIEF
SUBJECT: APPROVAL – RENAME OSC TO PERMIT TECHNICIAN
DATE: DECEMBER 13, 2023



RECOMMENDATION:

The Fire Chief recommends Board approval to rename the current position of Office Support Coordinator (OSC) to Permit Technician.

BACKGROUND:

The position at the front desk started as “Staff Assistant” and was changed to “Office Support Coordinator” to meet the needs of the district overtime.

CURRENTLY:

The current position of Office Support Coordinator (OSC) works within the fire prevention bureau and receives general direction and performance evaluations from the Fire Marshal. The direction is to simply rename the Office Support Coordinator position to Permit Technician to align the current duties and responsibilities assigned with the industry standard. Permit Technician remains within the fire prevention bureau (See below in yellow).

Name Change effective 1.1.2024.

