

NOTICE OF SPECIAL JOINT MEETING

Pursuant to Section 54956 of the Government Code of the State of California, a Joint Special meeting of the **Tracy City Council and the Tracy Rural Fire Protection District** is hereby called for:

Date/Time: Tuesday, July 13, 2021 at 6:00 p.m.
(or as soon thereafter as possible)

Location: Council Chambers, Tracy City Hall
333 Civic Center Plaza, Tracy

THIS SPECIAL MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-29-20 WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT

THIS MEETING WILL BE OPEN TO THE PUBLIC FOR IN-PERSON AND REMOTE PARTICIPATION. IN ACCORDANCE WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH GUIDELINES, MASKS ARE NOT REQUIRED FOR FULLY VACCINATED INDIVIDUALS. MASKS ARE REQUIRED FOR UNVACCINATED INDIVIDUALS IN INDOOR PUBLIC SETTINGS. MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY IN THE MEETING VIA THE FOLLOWING METHOD:

Government Code Section 54954.3 states that every public meeting of a legislative body shall provide an opportunity for the public to address the body on any item, before or during consideration of the item, however no action shall be taken on any item not on the agenda.

Remote Access to this Joint Meeting of the Tracy City Council and Tracy Rural Fire Protection District:

As always, the public may view the City Council meetings live on the City of Tracy's website at www.CityofTracy.org or on Channel 26. To view from the City's website, select "Watch Live Council Meetings" from the drop down menu "Select an Online Service" at the top of the City's homepage. You will be directed to the "Council Meeting Videos" page where you may select the video for the appropriate date under "Upcoming Events."

If you only wish to watch the meeting and do not wish to address the Council, the City requests that you stream the meeting through the City's website or watch on Channel 26.

Remote Public Comment:

During the upcoming Joint Meeting public comment will be accepted via the options listed below. If you would like to comment remotely, please follow the protocols below:

- *Comments via:*
 - **Online by visiting** <https://cityoftracyevents.webex.com> and using the following **Event Number:** 182 008 0773 and **Event Password:** TracyCC
 - **If you would like to participate in the public comment anonymously**, you may submit your comment in WebEx by typing "Anonymous" when prompted to provide a First and Last Name and inserting Anonymous@example.com when prompted to provide an email address.

- *Protocols for commenting via WebEx:*
 - *If you wish to comment on the "Consent Calendar", "Items from the Audience/Public Comment" or "Regular Agenda" portions of the agenda:*

- *Listen for the Mayor to open that portion of the agenda for discussion, then raise your hand to speak by clicking on the Hand icon on the Participants panel to the right of your screen.*
 - *If you no longer wish to comment, you may lower your hand by clicking on the Hand icon again.*
- *Comments for the "Consent Calendar" "Items from the Agenda/Public Comment" or "Regular Agenda" portions of the agenda will be accepted until the public comment for that item is closed.*
- *The total allotted time for public comment under "Items from the Audience/Public Comment" will be 15 minutes:*

1. Call to Order
2. Roll Call
3. Items from the Audience - Items from the audience - *In accordance with Council Meeting Protocols and Rules of Procedure, adopted by Resolution 2019-240, a five-minute maximum time limit per speaker will apply to all individuals speaking during "Items from the Audience/Public Comment". For non-agendized items, Council Members may briefly respond to statements made or questions posed by individuals during public comment; ask questions for clarification; direct the individual to the appropriate staff member; or request that the matter be placed on a future agenda or that staff provide additional information to Council.*
4. JOINT MEETING OF THE TRACY CITY COUNCIL AND THE TRACY RURAL FIRE PROTECTION DISTRICT BOARD OF DIRECTORS TO DISCUSS THE OPERATIONAL ELEMENTS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY JOINT POWERS AGREEMENT AND THE PLAN TO TRANSITION FIRE PERSONNEL TO THE AUTHORITY
5. Council Items and Comments
6. Adjournment

Mayor

Posting Date: Friday, July 9, 2021

The City of Tracy complies with the Americans with Disabilities Act and makes all reasonable accommodations for the disabled to participate in public meetings. Persons requiring assistance or auxiliary aids in order to participate should call City Hall (209-831-6105), at least 24 hours prior to the meeting.

Any materials distributed to the majority of the Tracy City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's office located at 333 Civic Center Plaza, Tracy, during normal business hours.

AGENDA ITEM 4

REQUEST

JOINT MEETING OF THE TRACY CITY COUNCIL AND THE TRACY RURAL FIRE PROTECTION DISTRICT BOARD OF DIRECTORS TO DISCUSS THE OPERATIONAL ELEMENTS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY JOINT POWERS AGREEMENT AND THE PLAN TO TRANSITION FIRE PERSONNEL TO THE AUTHORITY

EXECUTIVE SUMMARY

In 2018, the City of Tracy (City) and the Tracy Rural Fire Protection District (District) entered into a new joint powers agreement (JPA) for fire protection services, thereby creating the South San Joaquin County Fire Authority (SSJCFA or "Authority"). Section 1.6 of the agreement contains a statement on the intention of the member agencies to move toward having the SSJCFA "employ its own personnel to provide any or all of the services the Authority elects to provide."

SSJCFA has worked with City staff, City consultants, SSJCFA consultants and District consultants to develop a comprehensive employee transition plan. On June 15, 2021, , the City requested a joint meeting between the Tracy City Council and the Tracy Rural Fire Protection District Board of Directors to discuss the plan and associated elements of the transition prior to considering the approval of the transition plan and an update from the Municipal Resources Group (MRG) regarding their financial impact analysis of the personnel transition.

This item fulfills Council's request and consultants and representatives from the City, District and SSJCFA will provide brief presentations concerning the transition plan. After the presentations and comments from the public, members of the Tracy City Council and the Tracy Rural Fire Protection Board of Directors will discuss the plan and elements of the transition.

DISCUSSION

In 1999, the City and District entered into a joint powers agreement that formed the South County Fire Authority (SCFA). On the same date, the SCFA contracted with the City to provide fire protection services within the jurisdictional boundaries of the SCFA (City of Tracy and Tracy Rural Fire Protection District).

At this time, the City and the District exercised a non-detachment policy through the Local Agency Formation Commission (LAFCo), whereby areas annexed by the City would not detach from the District's service area. In 2014, the City experienced exponential growth in areas annexed from the District. The annexation without detachment model allowed the District to continue to provide fire services in those areas and retain the associated property tax revenue.

With extensive growth, the District experienced additional responsibility for fire services and increased revenues. The District Board of Directors requested that the original JPA be revised to allow the District to have an equal governance footing with the City. In 2017, staff completed a study concerning the JPA governance. Staff used two previous consultants' studies and developed four different governance options to evaluate. The following were the four options:

1. Dissolve the JPA and return to a two-agency model
2. District contract with the City for fire services
3. Annex the City into the District
4. Create a strong independent JPA entity

After careful consideration, option four was chosen because it addressed the District's concerns about equity while protecting the City's ability to maintain fire protection revenues and continue to influence public policy and prioritization of fire protection services within the city limits. In 2017, the SCFA JPA agreement was reevaluated and in February of 2018 (with an effective date of July 1, 2018), a new agreement was adopted by both agencies forming the SSJCFA. Implementation of the SSJCFA was divided into two phases:

Phase 1 (complete): Create a stronger semi-autonomous governance and fire protection organization through the implementation of structural, organizational, and financial elements. The following are the Phase 1 elements that were completed upon initiation of the SSJCFA and the associated dissolution agreement:

- Agreement between the SSJCFA and the City to continue to have the City of Tracy serve as the employer of record until the transition of employees to the SSJCFA
- The SSJCFA Board of Directors was provided oversight responsibility for fire protection within the Authority boundaries.
- The SSJCFA Board appointed the Fire Chief who serves as the Authority's Chief Executive Officer and serves at the will of the Board.
- Amendments to the previous JPA were removed and incorporated within the new agreement if applicable
- The SSJCFA appointed a Finance Manager with budgetary responsibility, hired independent counsel, engaged the services of an independent auditor and controller/treasurer.
- The SSJCFA is designed to add additional member agencies to improve overall service levels and reduce overhead costs through economies of scale.
- With the corresponding dissolution agreement, the new JPA agreement addressed fire station ownership concerns and the disposition of retiree leave balances.

Phase 2: Transition employees to become employees of the Authority and the SSJCFA would become a full standalone agency.

The implementation of Phase 2 is described in Section 1.6 of the new JPA agreement of the SSJCFA:

“The initial Member agencies desire to transition to having the Authority employ its own personnel to provide any or all of the services the Authority elects to provide. In the event the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan detailing how the Authority would employ its own personnel. The personnel plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfers effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of new organizations”.

From March 2019 through March 2021, SSJCFA staff has worked with staff and consultants of the member agencies to develop a comprehensive Personnel Transition Plan detailing the provisions necessary to establish the SSJCFA as the employer of record. (Attachment A)

On March 2, 2021, staff presented an update on the transitional efforts of the SSJCFA and Council received a “Fiscal Impact Analysis Report on Phase 2 Personnel Transition” by consultant Municipal Resource Group (MRG). Council presented staff with additional questions regarding the impacts of transitioning employees to the SSJCFA. MRG was retained to answer the questions posed by Council and complete a more comprehensive analysis of transitioning employees including health insurance options, administrative support services, and long-term revenue forecasts for City and District property taxes. SSJCFA worked with MRG to address identified concerns and have revised the transition plan to reflect the incorporated changes.

The meeting agenda for the June 15, 2021 Council meeting included Item 3.E which was an update from MRG responding to questions previously posed by Council about the financial impact of the personnel transition (Attachment B), and Item 3.F which requested that Council consider approving the SSJCFA personnel transition plan. Council continued consideration of Item 3.E and 3.F and requested that a joint meeting with the District Board be held and that the items return to Council for consideration no later than August. This joint meeting and staff report is in response to Council’s request.

FISCAL IMPACT

There is no fiscal impact associated with holding a joint meeting to discuss JPA operational elements and plan to transition fire personnel to the Authority.

STRATEGIC PLAN

This agenda item supports the following Council Strategic Priority, and specifically implements the following goal:

Goal 5: Partner with the South San Joaquin County Fire Authority to complete Phase 2 of the Personnel Transition Plan.

RECOMMENDATION

Staff recommends that both the Tracy City Council and the Tracy Rural Fire Protection Board of Directors discuss the operational elements of the South San Joaquin County Fire Authority Joint Powers Agreement and the plan to transition fire personnel to the Authority, and provide an opportunity for staff to answer questions regarding each.

Prepared by: Randall Bradley, Fire Chief

Reviewed by: Jennifer D. Haruyama, City Manager
Karin Schnaider, Director of Finance

Approved by: Jennifer D. Haruyama, City Manager

ATTACHMENTS:

Attachment A - South San Joaquin County Fire Authority Phase 2 Personnel Transition Plan

Attachment B - Update and Response to City Council Questions - Fiscal Impact Analysis
South San Joaquin County Fire Authority Phase 2 Personnel Transition Plan

JOINT POWERS AUTHORITY PHASE 2 PERSONNEL TRANSITION PLAN



SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

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1.0 SUMMARY OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

In 1999, the City of Tracy (City) and the Tracy Rural Fire Protection District (District) entered into a Joint Powers Agreement (JPA) that formed the South County Fire Authority (SCFA). On the same date SCFA contracted with the City to provide fire protection services within the jurisdictional boundaries of SCFA (City of Tracy and Tracy Rural Fire Protection District). Two Tracy City Council Members and two District Board Members made up the SCFA Board with the Tracy City Manager serving as the Chief Executive Officer for the SCFA. The City of Tracy's Finance Director also served as the Treasurer-Controller of the SCFA. The SCFA was formed to accomplish the following goals:

- To improve fire protection services within the region through improved efficiencies by the elimination of redundant administrative and operational services.
- To limit the impact of annexations to the residents that live in the unincorporated areas.
- To maintain the District ad valorem tax allocation increment (average of approximately 11% of each property tax dollar) and the special fire tax (\$0.03 per square foot) in areas that are annexed into the City.

These goals were accomplished through the following administrative agreements between the City and the District:

- 1.1. Future City annexations would not detach from the District.
- 1.2. All employees would work for the City and redundant administrative staff would be eliminated through attrition, increasing efficiencies and overall service levels.
- 1.3. The City would provide administrative services (Human Resources, Budget/Finance/Risk Management and Legal) to SCFA.
- 1.4. The City would fund any District financial shortfalls (with a reimbursement agreement) until revenues increased to sustainable funding levels through the annexation and development of land that would remain in the District.

In 1999, the expectation was the City of Tracy would continue to grow and the District and the City of Tracy would benefit by securing fire protection property tax revenues through the non-detachment strategy. Limited growth initiatives and economic downturns slowed growth projections through 2014. In 2014, the City of Tracy began to realize extensive growth in the twelve annexed areas that did not detach from the District.

In March of 2018, the San Joaquin County Local Agency Formation Commission (LAFCO) adopted a policy that will no longer allow future City annexations to remain in the District. Fortunately, over 30 million square feet of commercial and industrial facilities and over 8,000 residential units have now been built or are entitled to be built in those annexed areas that were not detached from the District prior to LAFCO's change in policy. The Authority staff completed an extensive analysis to ensure that revenues would cover fire protection costs in the twelve annexed/undetached areas. Staff estimates that fire protection revenues could exceed \$20 million at full buildout of the twelve annexed undetached areas.



If the District were to detach from the annexed areas, eighty percent of the revenues would be allocated to San Joaquin County under the current tax sharing agreement. The District revenues have seen unparalleled growth since 2014 and are expected to triple their 2014 total within the next five to six years. Under Authority operational oversight, the District will open Station 95, Tracy Hills on September 1, 2021 and plans to open an additional fire station, Station 99, in the next three years. Each new station opened in the District's service area effects a change in the Authority member allocation percentage shifting overhead costs based on the number of personnel hours required to perform services in the member service area. Over time, shifts in the allocation of overhead costs can become significant. In the absence of the Authority, the City is responsible for overhead and staffing for the two new fire stations and staffing a third fire station that is currently operated by the District.

With extensive growth in the annexed undetached areas, additional responsibility, and increased revenues, the District Board of Directors requested that the original JPA be revised to allow the District to have an equal governance footing with the City of Tracy. In 2017, staff completed a study concerning the JPA governance. Staff utilized two previous consultants' studies and developed four different governance options to evaluate. The study produced the following four options presented with brief summaries:

1. Dissolve the current JPA and returning to a two-agency model. Under this option revenues would be lost to the County, fire protection efficiencies would be lost, and service levels could suffer.
2. Develop a District contract with the City to provide fire protection services. This option is very similar to the model that was in effect at the time the study was completed. This model was unacceptable to the District due to the lack of budgetary oversight and, collective bargaining influence available to the District, and a desire for responsibilities to be commensurate with their authorities over fire protection within their jurisdictional boundaries.
3. Annex the City into the District for fire protection. The City would be required to enter into a new tax sharing agreement with the County to fund the newly created District. The outcome of the agreement is unknown and therefore a thorough analysis is not possible. Also, because the District has a special tax that was implemented in 1982, it would be difficult to overlay a special tax on City residents without a vote that would require two-thirds approval. Last, the City would give up control and budgetary flexibility over the portion of the City that is not within the Rural District.
4. Create a strong JPA that operates as an autonomous agency. Option four was chosen because it addressed the District's concerns while protecting the City's ability to maintain fire protection revenues and continue to influence public policy and prioritization of fire protection services within the City limits. Option four was also chosen due to the ability to include future agencies under a shared governance model. In 2017, the JPA agreement was reevaluated and in March of 2018 (effective date July 1, 2018) a new agreement was adopted by both agencies.

Implementation of the new agreement was divided into two phases:

Phase 1 (completed 2-20-2018): Create a stronger semi-autonomous governance and fire protection organization through the implementation of structural, organizational, and financial elements. The following are the Phase 1



elements that were completed upon initiation of the new JPA and the associated dissolution agreement:

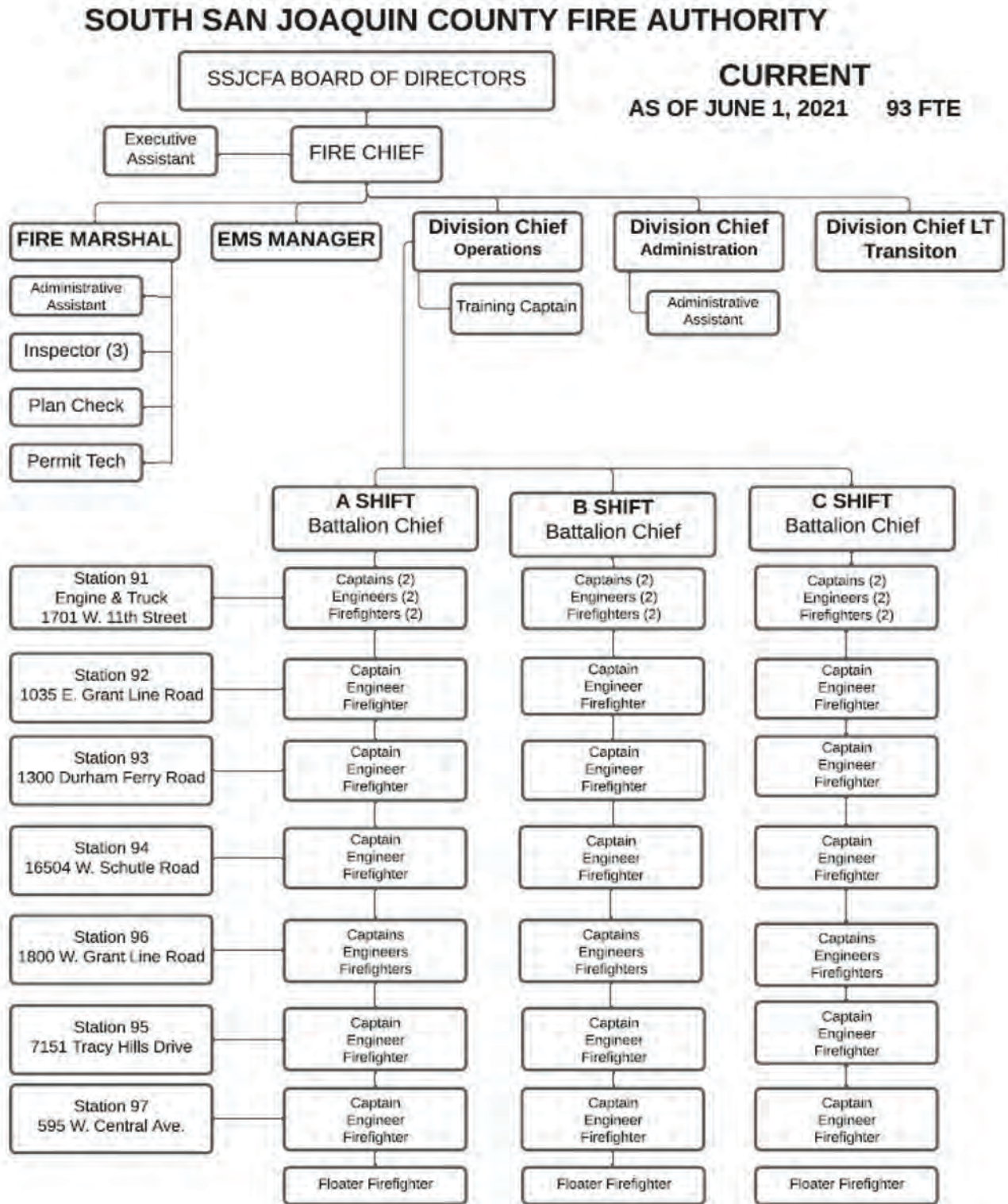
- Entered into an agreement with the City of Tracy to continue to serve as the employer of record until all employees are effectively transitioned to the new JPA.
- The JPA's Board of Directors was provided oversight responsibility for fire protection within the JPA boundaries based on the service levels determined by the member agencies.
- The Board appointed the Fire Chief who serves as the JPA's Chief Executive Officer at the will of the Board. Prior, the Tracy City Manager served as the JPA's Chief Executive Officer.
- Amendments to the previous JPA were removed and incorporated into the new document. The amendments were difficult to interpret, implement and track. The Supplemental Services Agreement (Amendment 3), Smoothing Agreement, and the Pre-paid Services Agreement (Amendment 4 and 6), were all eliminated and replaced with an intuitive, fair, and equitable cost allocation model.
- The JPA appointed a finance administrator with budgetary responsibility and engaged both an independent auditor and a certified public accountancy firm to serve as Controller/Treasurer. Previously, the City of Tracy provided these services on behalf of the JPA.
- The JPA has engaged independent Counsel with responsibility to provide legal advice to the JPA independent of member agencies.
- The proposed JPA is designed to add additional member agencies to improve overall service levels by reducing overhead costs through economies of scale.
- With the corresponding dissolution agreement, the proposed JPA addressed fire station ownership concerns.

Phase 2: Transition employees to become employees of the South San Joaquin County Fire Authority (Authority) and the Authority would become a full agency. Phase 2 of the transition plan was codified in Section 1.6 of the new JPA agreement:

“The Initial Member agencies desire to transition to having the Authority employ its own personnel to provide any or all of the services the Authority elects to provide. In the event the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan detailing how the Authority would employ its own personnel. The personnel plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfers effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of new organizations”.



2.0 CURRENT ORGANIZATIONAL CHART (as of 6/1/2021)



3.0 PURPOSE OF PERSONNEL TRANSITION PLAN

The purpose of the Personnel Transition Plan is to complete the second phase of a two-phase process that was agreed upon when the new Joint Powers Authority was reestablished and went into effect on July 1, 2018.

Phase 1 created the basis for a stronger semi-autonomous governance and fire protection organization through the implementation of structural, organizational, and financial elements.

Phase 2 (Personnel Transition Plan) will transfer fire agency employees from the City of Tracy to the South San Joaquin County Fire Authority (Authority) and the Authority will become a full “standalone” agency.

It should be noted that Phase 1 was a precursor to Phase 2 of the transition. If Phase 2 does not occur, then most of the elements of Phase 1 would no longer be required. The Agreement would be dissolved and the City of Tracy would resume control of the Fire Authority. CalPERS rules do not support a model where personnel who are employed by one agency (City of Tracy) are governed by another agency (South San Joaquin County Fire Authority).

This Personnel Transition Plan provides a roadmap for Phase 2 implementation by establishing the structural components necessary for standalone administration and the employment of personnel, preparing for the adoption and implementation of the listed components, provisioning the transition of all remaining administrative and personnel matters including employees to the Authority, establishing the Authority as Employer of Record and a “standalone” agency employing personnel.

Accordingly, this Personnel Transition Plan also addresses the transfer of employees from the City of Tracy to the Authority, (and the transfer’s effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of new organizations.

California Government Code (CCR §53291) governs the transition of employees to the Authority as follows:

“Notwithstanding any law to the contrary, whenever a local agency takes over or assumes any of the functions of another local agency under a law which provides that all or any employees of such other local agency become employees of the local agency assuming the function, the governing body of the local agency assuming the function may prescribe the qualifications and conditions under which such employees will become employees of the local agency. Any employees who do not meet such qualifications or conditions shall not become employees of the local agency.”

The original 2018 Joint Powers Agreement established the intent for the Authority to employ personnel. The agreement states, “Initial Member Agencies desire to transition having the Authority employ its own personnel to provide any or all of the services the Authority elects to provide.”

Direction for the status of transitioned employees and employee terms and conditions of employment is further defined in California Code. CCR §53292 requires the Authority to provide first choice for positions to currently employed firefighters in the covered districts, provide positions with a rank comparable to that which they held just before transfer, and ensure that the seniority or other employment rights of the employees shall not be impaired because of transfer to the Authority.



CCR 53292, (a) Whenever a special district or joint powers agency that provides fire protection or a city fire department is dissolved or the area it serves is decreased by reason of a consolidation, merger, incorporation, annexation, or contract, and the district, joint powers agency, or city fire department taking over the duties of the dissolved or decreased district, joint powers agency, or department decides to hire additional firefighters, it shall give first choice for the positions to be filled to firefighters employed by the dissolved or decreased district, joint powers agency, or department. As nearly as possible, the firefighters who are hired shall be given positions with a rank comparable to that which they held in the dissolved or decreased district, joint powers agency, or department. No firefighter shall be hired who is over the mandatory retirement age of the district, joint powers agency, or city fire department which is taking over the duties of the dissolved or decreased district, joint powers agency, or department.

(b) Notwithstanding any other provision of law, where firefighters are hired as a result of the consolidation, merger, incorporation, annexation, or contract, the seniority or other employment rights of the employees of the district, joint powers agency, or fire department taking over the duties of the dissolved or decreased district, joint powers agency, or department shall not be impaired as a result of the consolidation, merger, incorporation, annexation, or contract, except as otherwise agreed upon in a county, other than a county of the first class, in a memorandum of understanding with each employee organization, which has been recognized pursuant to Chapter 10 (commencing with Section 3500) of Division 4 of Title 1, and which represents employees of the district, joint powers agency, or department taking over the duties of the dissolved or decreased district, joint powers agency, or department who are in classes affected by the consolidation, merger, incorporation, annexation, or contract.

Pursuant to Government Code Sections 53292 and 53291, and the June 20, 2019 revised JPA Agreement sections 1.3 (e) and 4.3, the Authority has created this Transition Plan to exercise its right to employ personnel and provide the administration for the employment of personnel, and to affect the transition of personnel from the City of Tracy to the Authority, effective October 1, 2021.



4.0 DEVELOPMENT OF PERSONNEL TRANSITION PLAN

In March 2019, a planning team was assembled, and a project management plan was developed. The team consisted of management and labor representatives that utilized consultants to evaluate options and to meet legal requirements. The goal of the planning team was to develop an independent plan that represented each member agency's interest while identifying and communicating impacts to member agencies. The plan focused on all required elements needed for the Authority to become the employer-of-record agency by July 1, 2020. Due to COVID related delays, the start date was revised to January 1, 2021. The Team provided regular updates to the member agencies. The team utilized the following consultants as part of the plan development process. Due to the prolonged and indeterminate nature of the COVID pandemic, further delays have been required. The transition date is currently scheduled for October 1, 2021.

Human Resources:	Deborah Muchmore, Muchmore Than Consulting, LLC
Legal Review:	Che Johnson, Liebert Cassidy Whitmore
Legal Review	Erin M. Dervin, Churchwell White
Actuary:	Catherine MacLeod, MacLeod Watts, Inc.
District Sustainability:	Ellen Martin, Economic & Planning Systems



5.0 PERSONNEL PLAN IMPLEMENTATION TIMELINE

Date	Personnel Transition Element
September 3, 2020	Presented "Draft" Personnel Transition Plan to City and District staff for review and comments.
June 15 or July 6, 2021	Present the revised and final draft of the SJC Fire Administrative and Personnel Transition Plan to the City
July 6, 2021	Present Transition Plan to Tracy Rural Fire District Board of Directors
July 13, 2021	<p>Present the revised and final Personnel Transition Plan and Resolutions establishing the Authority's Personnel Systems to the Authority Board for approval:</p> <ul style="list-style-type: none"> • Classification System (Including Rules for ongoing administration, Classification List and relationships, Classification Specifications) • Compensation System (Including Compensation Policy, Rules for ongoing administration, FY 20-21 master pay schedule, authority to execute benefit fiduciary contracts. • Administrative, Safety, and Personnel Policies • Employer Employee Relations Resolution (EERR) • Proposed Org Chart & Position Control Roster • Updated Conflict of Interest Code
(optional update date TBD and next Steps)	If an update on transition activities is deemed helpful, request an opportunity to make a BRIEF update and presentation to the Tracy City Council, Rural Fire District Board, and the Authority Board; answer questions.
May – August, 2021	Finish negotiations and finalize the Transition Agreement with Tracy Rural Fire District and the City of Tracy (Equipment, Assets, Infrastructure – Maintenance and Repair, Ownership, former EE's–Retirees from 2/2018-9/2021 or Date of Transition, also UAL. Transition Agreement scheduled or approved by all governing bodies.
July 13 – Aug 31, 2021	Get signatures on TAs related to 3/2020 TAs and COT 2021 neg TA Agreements and changes. Set up all personnel related processes, work with the City of Tracy to obtain EE leave accrual balances as of the first day of the first full pay period in August (align with City). Enter leave accrual balances in the payroll system and begin side-by-side payroll effective with the first full Authority pay period in August. OPEN RECRUITMENTS FOR HR AND FISCAL ANALYSYS.
August or September, 2021	<p>Resolutions JPA Board for consideration of approval:</p> <p>If not approved earlier, Transition Agreement CalPERS Contract(s) (may include Health and Retiree Health) Tracy Firefighters Association Local 3355 MOU South County Fire Chief Officers Association MOU Fire Chief MOU Unrepresented Personnel Resolution</p>
September 1, 2021	Prepare offer letters for eligible employees. If not completed already, enter leave accruals in the system, process parallel payrolls.



Date	Personnel Transition Element - Continued
September 1 – 3, 2021	Begin employee onboarding processes: Compile digital and paper documents for employee files, hiring paperwork, and benefits enrollment.
September 6-10, 2021*	Prepare NEO packets, employee file shells, (digital or paper) with hiring checklists, offer letters, hiring and benefit enrollment paperwork for each transferring employee. Schedule employees into NEO meetings
September 13-17	Develop policy and procedure flash drives, contact information, wallet emergency cards, and system guides for each transferring employee. Schedule employees into policy orientation and training meetings.
September 20-24	NEO AM sessions, Policy PM sessions [up to 20/ class, 4 AM/4 PM classes (2 makeup)]
September 27-10/1	IIPP, COVID, ATD, AM & AB1825, ethics PM [up to 20/class 4AM/2-4PM (2 makeup)]
October 1, 2021	1 st day of Authority employment for most transitioned employees

*Note: employees will likely remain on City benefits until 1/1/2021 and the City will use late September through late October as an open enrollment period for Authority benefits. Therefore, the benefits portion of the initial NEO meetings may be simply presentations by known Authority benefit providers and paperwork may be collected later.

Hiring and Initial Onboarding Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Aug 29	30	31	Sep 1 Compile digital and paper documents for hiring, benefits, and policies for employee trans	2	3	4
5	6 Prepare employee file shells (digital or paper) with hiring checklists, offer letters, hiring and benefit enrollment paperwork for each transferring EE.	7	8	9	10	11
12	13 Develop policy and procedure flash drives and forms, contact information, emergency wallet cards, IDs(?), and system guides for each transferring EE.	14	15	16	17	18
19	20 8:00am NEO session (hiring paperwork, benef... 1:00pm Orientation to Authority Policies and Pr...	21 8:00am NEO session (hiring paperwork, benef... 1:00pm Orientation to Authority Policies and Pr...	22 8:00am NEO session (hiring paperwork, benef... 1:00pm Orientation to Authority Policies and Pr...	23 8:00am NEO session (hiring paperwork, benef... 1:00pm Orientation to Authority Policies and Pr...	24 8:00am NEO session (hiring paperwork, benef... 1:00pm Orientation to Authority Policies and Pr...	25 8:00am NEO session (hiring paperwork, benef... 1:00pm Orientation to Authority Policies and Pr...
26	27 8:00am Initial Safety Training (IIPP, COVID, ATD) 1:00pm Mandated Training (1825, ethics, etc)	28 8:00am Initial Safety Training (IIPP, COVID, ATD) 1:00pm Mandated Training (1825, ethics, etc)	29 8:00am Initial Safety Training (IIPP, COVID, ATD) 1:00pm Mandated Training (1825, ethics, etc)	30 8:00am Initial Safety Training (IIPP, COVID, ATD) 1:00pm Mandated Training (1825, ethics, etc)	Oct 1 8:00am Initial Safety Training (IIPP, COVID, ATD) 1:00pm Mandated Training (1825, ethics, etc)	2 8:00am Initial Safety Training (IIPP, COVID, ATD) 1:00pm Mandated Training (1825, ethics, etc)

Additional Onboarding activities may include:

- Quarterly breakfasts or luncheons with the Fire Chief or Division Chiefs
- Tours or shadow opportunities in Divisions other than that to which an employee is assigned.
- Additional training sessions on authority systems for folks desiring more assistance



6.0 AUTHORITY ADMINISTRATIVE SERVICES

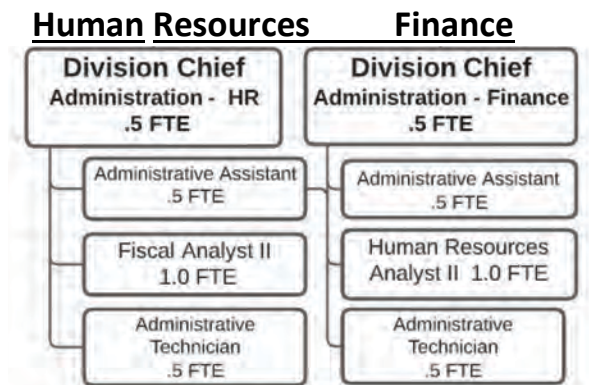
The Authority’s Administrative Services functions include finance, payroll, information services, human resources, labor relations, risk management and industrial health and safety. Through the Phase I implementation of the new Joint Powers Agreement and in preparation for Phase II, the Authority has established systems and processes to provide a full complement of administrative services to its employees, District residents, and member agencies. The Authority has prepared this section of the transition plan to outline the systems and processes currently in place and those in development that are, when combined, the Authority Administrative Services.

Training is an integral element of workforce development for every organization, but especially for a fire authority and is typically housed in human resources. The nature of training required for a fire entity is heavily weighted in tactical and operational skill reinforcement and development. Therefore, the Authority has a separate Training Division which not only oversees and ensures all operational and tactical training, but also, through training delivery systems such as Target Solutions, provides job-related safety and other mandated and desirable training for all divisions, personnel, and officials including Directors, Executives, Management, and Administrative Services.

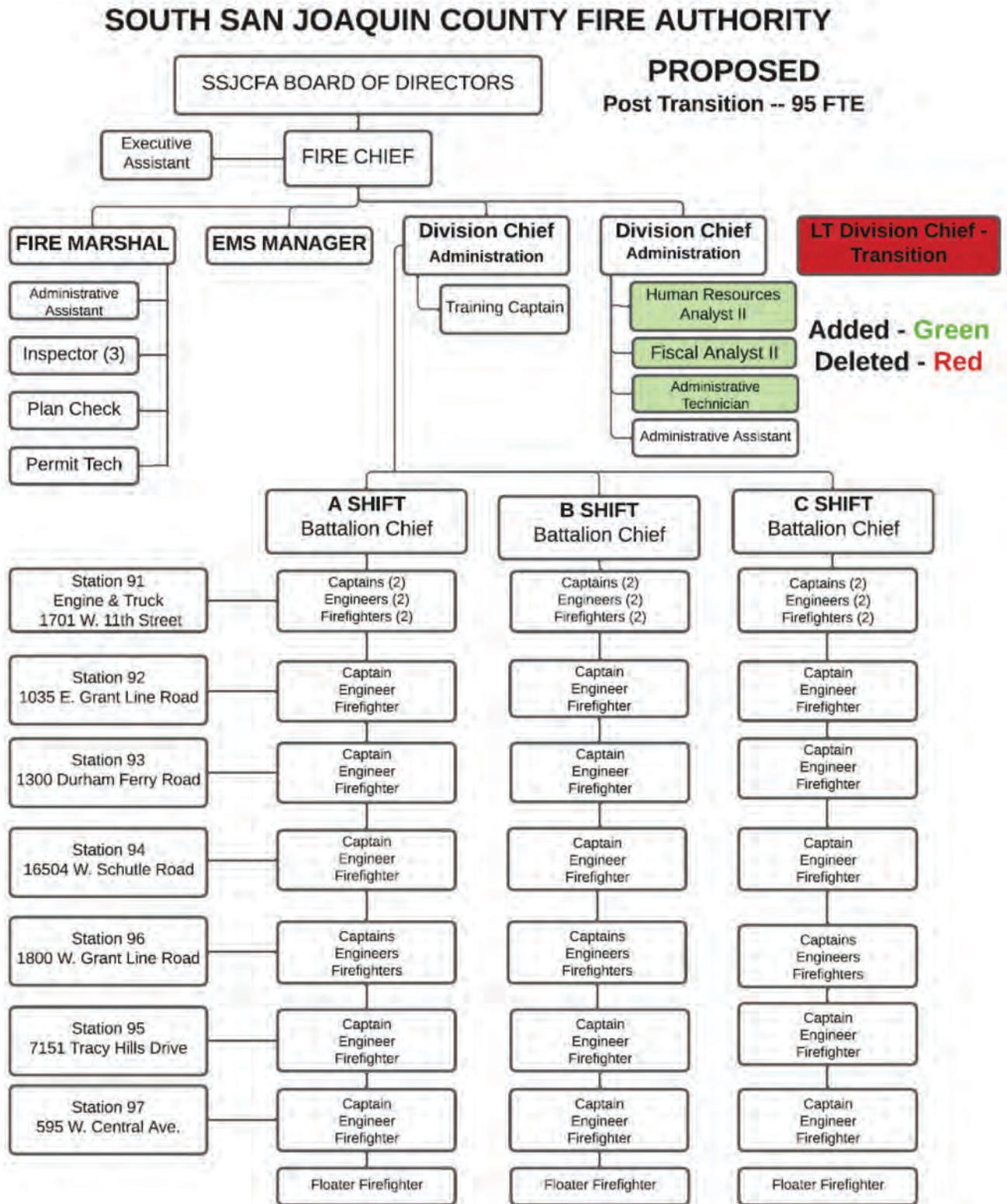
In providing a comprehensive system of Administrative Services, The Authority recognizes its core service as an all-risk fire services agency, providing fire prevention, fire suppression, emergency medical, advanced life support, rescue, hazardous materials response, and other related services. As such, the Authority, at its sole discretion, will in whole or in part utilize a variety of service delivery options including Authority staff, interagency agreements, mutual aid agreements, contracts for professional and technical services, temporary service workers, association memberships, and public/private partnerships to deliver the full complement of Authority services.

There are many ways to deliver services, the Authority desires to deliver its services as a standalone entity in honor of one of the reasons for the 2017 JPA revisions, to allow the Rural Fire District to have an equal governance footing in the JPA. This will also allow all member agencies, current and future to have a more equal contribution in Authority operations. Therefore, The Authority presents this Transition Plan and the following Authority full-service recommendations for the provision of human resources and finance services.

The organizational chart on the next page reflects the Authority’s proposed staffing model after transition and includes the following additional classifications: one (1.0) full-time equivalent Fiscal Analyst II, one (1.0) new full-time Administrative Analyst, and one (1.0) full-time equivalent Human Resources Analyst II. These three additional positions support the following current positions to effect two (2.5) full-time equivalent positions in each division, Human Resources and Finance, to round out the Authority’s Administrative Services.



6.1 PROPOSED ORGANIZATIONAL CHART (anticipated 10/1/2021)



7.0 HUMAN RESOURCE SERVICES

Since the transition to the new JPA, the City of Tracy has continued to perform all human resource services including retaining the designation of “Employer of Record” on behalf of the Authority. In preparation for Phase II implementation and in accordance with the terms of the new JPA agreement, the Authority prepared this Transition Plan to transfer Administration functions related to the employment of personnel from the City of Tracy to the Authority culminating in the transition of personnel. To date, the Authority has developed and is in the process of adopting personnel systems designed to manage all aspects of personnel administration, establish the Authority as Employer of Record for Authority employees, and facilitate the transition of employees from the City of Tracy to the Authority.

This Personnel Transition Plan, effective October 1, 2021, provides for the ongoing Authority administration of all matters related to operating a standalone agency and employing personnel including, labor relations and negotiations, risk management, industrial safety administration and training, workforce development, disability and leave management, establishment and ongoing management of the compensation and classification plans, adoption of compliant, non-discriminatory, and inclusive personnel, employment, and administrative policies, procedures, and practices, and all other matters related to operating as a Joint Powers Authority for the provision of fire services. The Authority will implement similar labor agreements, personnel policies, and benefit packages, and provide them to those who are currently employed to do Authority work at the City of Tracy in accord with CCR §53292 and to allow for employee transitions that are as smooth as possible.

In accord with CCR §53291 and CCR §53292, all current City of Tracy employees assigned to the Fire Authority that are in good standing, will be offered positions with the Authority. Those current employees that are not deemed in good standing due to investigatory, disciplinary, or fit for duty concerns, will be assessed on a case-by-case basis. The Authority’s decision will be final.

This Personnel Transition Plan provides for proposed labor contracts, administrative policies, personnel policies, job classifications, and risk management, and personnel management practices that are materially similar to those of the City of Tracy. By implementing and maintaining similar personnel policies and procedures the Authority, complies with California Government Codes §53291 and §53292 and, through this plan, allows for an employee transition that is as smooth as possible.

In 2019, 2020, early 2021, the Authority engaged in independent contract negotiations with expert providers in the pension, insurance, risk management, payroll, benefit, and human resources disciplines. Today, the Authority has reached the final stages of an agreement for pension services with the California Public Employees’ Retirement System (CalPERS).

Recognizing there are many ways to provide benefit services to our employees, the Authority has explored several options including remaining on City benefits and a fiduciary agreement with Keenan and Associates, a public agency benefits broker. The Authority is committed to providing consistent levels and costs of employee benefit options and services including medical, dental, vision, life, long-term and short-term disability, and voluntary plans as employees have currently. For medical benefits, the Authority has accepted bids from three health care providers: CalPERS Health and Retiree Health Benefits, Fire Districts Association of California Employment Benefits Authority (FDAC EBA), and Special Districts Risk Management Association (SDRMA).



After a thorough review of the options available, the Authority has requested to remain on the City of Tracy Health Plan and benefits through a transition agreement between the Authority and the City and until Authority benefits begin.

The Authority is a member of the SDRMA providing risk, general liability, worker’s compensation, and industrial health and safety consulting, training, insurance products, and member services.

In early 2020 and again in early 2021, the Authority engaged a firm providing human resources and organizational development consulting, Muchmore Than Consulting, LLC, as part of the transition team (restructured from Deborah Muchmore Consulting in late January of 2020).

The transition of employees to the Authority will require cancellation by mutual agreement of the current agreement for employment services between the City of Tracy and the Authority entitled, “Agreement Between City of Tracy and the South San Joaquin County Fire Authority Regarding the Employment of Personnel” and the Authority will become “Employer of Record” for all transitioned employees.

Responsibilities for the full spectrum of human resources programs and services will be split between the Division Chief of Administration, a full-time Human Resources Analyst, and a shared Administrative Assistant (shared with finance). Duties necessary for administration of personnel include all aspects of:

Classification Administration	Compensation Administration	Recruitment & Selection
Hiring and Onboarding	Benefits Administration	Pay Administration
Workforce Development	Performance Management	Leadership Development
Succession Planning	Employee Relations	Labor Relations
Leave and Disability Administration	Separation and Retirement	Recordkeeping and Filing
Policy and Procedure Admin & Impl	Employee Engagement and Events	Communications – HR Related
Return to Work & Temporary Modified Duty Program	Initial safety orientations	Retiree and Applicant Support

The Authority would add one (1.0) full-time position of Human Resources Analyst II to their current staffing profile and utilize half of the Division Chief – Administration, half of one (1.0) new full-time Administrative Technician, and a shared existing Administrative Assistant to complete this work totaling 2.5 full-time equivalents. The existing administrative support would provide filing, scheduling, administrative support, and records management/retrieval for the team. The Human Resources Analyst II would complete all other transactional and most tactical human resources activities including the creation and routing for approval of personal action notices; upkeep, and maintenance of the Authority’s HRIS system, implementation of pay and benefit changes in the payroll and HRIS systems; maintenance of all employee files and confidential files; tracking of performance, merit, and probationary advancement dates; payroll administration; and provide work direction and training for the Administrative Assistant in human resources related tasks. The Administrative Technician would perform day-to-day transactional work, provide service to employees, applicants, and retirees, and assist the Analyst when requested in human resources



related projects. The Division Chief -Administration would set employee rates and charges, oversee all human resources work, perform the tactical and strategic duties related to human resources administration, manage vendor service contracts, serve as a point of escalation for issues, commit payroll, and preside as final approver for payroll and human resources processes. The cost of this change will be offset by the elimination of a limited term Division Chief allocation.

This recommendation assumes the Authority as the custodian of official files for Human Resources and Finance including those for personnel such as confidential medical, payroll, benefits, enrollment, investigation, and other confidential but separate personnel related files.

Option for City Proposal: The Authority will consider proposals from the City of Tracy to provide the 1.0 full-time equivalent Human Resources Analyst through an interagency agreement to perform the above services at the Authority's offices.

Outside services: The Authority will use outside services, like those used by the City of Tracy, to provide expertise in matters such as larger classification and compensation studies, investigations, legal consult, training, reasonable accommodation and disability case management and other complex personnel matters.

- Employee Relations Investigations
- Labor Negotiations/Arbitration
- Pre-Employment background process (including medical and psychological examinations)
- Bi-Annual Fire Physicals
- Recruitment/Assessment Centers
- Disability and Leave Case Management
- Workers' Compensation Litigation
- Training, Workshop, and Development Services



8.0 FINANCE AND PAYROLL

Prior to transitioning to the new Joint Powers Agreement, the City of Tracy performed all financial services on behalf of the Authority. Under Phase I of the implementation of the new JPA Agreement, the Authority developed independent budget and accounting processes and implemented a new independent financial software solution. In 2018, the Authority implemented independent financial policies and practices and procured the services of the CPA firm Fetcher & Company to serve as the Authority's Financial Auditor.

On August 18th, 2020, the Authority Board passed a resolution to contract with James Marta & Company to serve as the Authority's Controller/Treasurer in accordance with the California Government Code §6505.5. Staff is working with their firm to review and provide oversight of the Authority's accounting processes and work collaboratively to further define the scope of the Controller/Treasurer position.

The Authority also implemented Denali Fund Accounting Software to manage and record its financial records including Accounts Receivable (including Point of Sale transactions), Accounts Payable (including Purchase Order tracking), General Ledger, Bank Reconciliation and Financial Reporting. Denali Fund also offers a comprehensive payroll module which the Authority is currently configuring to utilize as the Authority's payroll platform post-transition. This platform is utilized by hundreds of public agencies and non-profit organizations. The platform will meet compliance for CalPERS, state, and federal reporting requirements and all annual employee and vendor forms.

The Authority's current staffing software can be utilized for timekeeping and electronically interfaced with the Authority's financial software payroll module as part of Phase 2 (Employee Transition Process). In anticipation of implementation, Authority staff has developed a relationship with a payroll administration firm, Payroll Consulting Services, to implement the comprehensive employee profiles within the payroll module to meet applicable administrative and regulatory requirements. Authority staff will work with a payroll administration firm to implement the system and processes that will facilitate bi-weekly payroll processing. Then the Authority staff will manage the payroll module and ongoing payroll processing with support from the payroll administration firm. The payroll administration firm will continue to ensure compliance, perform quarterly and annual reporting, and help the Authority to resolve CalPERS upload issues.

The Authority's payroll processing and administration will include all employee transactions, payroll and timekeeping modules, and related interfaces which will begin running in parallel with the City payroll and timekeeping systems prior to September 1, 2021. The greater utilization of technology and the elimination of duplicate financial systems will reduce staff time needed to reconcile payroll data monthly, as well as other efficiencies.

The Authority has assessed the efficiencies and benefits of various administrative services models including proposals for full-service payroll and select service by consultants. The Authority recommends the following model for the provision of financial, accounting, and payroll services:

The Authority will continue to perform the full spectrum of financial and accounting services through audited financial statements as well as payroll processing and administration as outlined above. The Authority's payroll administration firm will not only assist with implementation of the Authority's payroll software, but also ensure compliance, quarterly and annual reporting, CalPERS reporting, and training and support of staff.



Under this model, the Authority would add one (1.0) full-time position of Fiscal and utilize half of one (1.0) New full-time equivalent Administrative Technician to assist the Division Chief – Administration in performing the full spectrum of finance and accounting duties. The cost of this change will be offset by the elimination of a limited term Division Chief allocation.

City Opportunity to Propose: Alternately, the Authority has requested the City provide a proposal which if accepted would be executed through an interagency agreement to provide payroll processing services. Under an agreement with the City, the Authority would continue to use ESS for time entry unless or until such time that Telestaff is able to integrate seamlessly with Tyler to import time data for processing. The City would serve as a payroll vendor to accept time inputs and process payroll accordingly then generate reports like the reports we now receive to be entered into the Authority’s financial software. Authority staff would assume all traditional employer responsibilities as far as managing employee profiles, onboarding, adjustments to withholding notices, and the maintenance of official employee files, confidential medical files, benefits, and other confidential and non-confidential employment files. The Authority would provide the City with authorized personal action notices to effect changes to employee data, positions, and rates.

A proposal by the City to perform payroll services would not reduce the need for the addition of one (1.0) FTE Fiscal Analyst. The Fiscal Analyst will be supporting the Division Chief – Administration with preparation and monitoring of the Authority’s budget, the preparation of schedules and support for the Authority’s annual audit, costing and forecasting related to labor proposals and staffing decisions, and oversight and fiscal review of the Authority’s payroll systems and processes.

8.1 Estimated Fiscal Impact of Proposed Organizational Changes

The fiscal impact of the proposed staffing, organizational, and programmatic changes to the Authority budget for FY 21-22 are estimated to be \$71,698.71. The estimated changes are shown in the chart below and include the annual cost of implementing a full-scale Human Resources Information System with recruitment and onboarding software, payroll and employee self-service modules, related payroll and human resources consulting support for staff, and reduction in services by the City of Tracy.

Staff changes include the addition of one (1.0) FTE Human Resources Analyst II, (one) 1.0 FTE Administrative Technician, one (1.0) FTE Fiscal Analyst II, and the reduction of the one (1.0) FTE Limited-Term Division Chief – Transition. Occupied positions below have been included at their anticipated fully benefited rate at their current salary, vacant positions at their fully benefited rate at the A step salary.

The table below assumes the reduction of the Limited Term Division Chief for a full year. The Limited Term position was established in July of 2019 when it was anticipated that Phase II would complete within two years. The prolonged and indeterminate nature of the COVID pandemic caused unanticipated delays in the project. To ensure continuity in the transition, the Limited Term Division Chief position may need to be extended by the Authority Board. Should this occur, the cost of the organizational changes will increase by a fully burdened \$25,253 a month.



Position	Salary	Benefits & Taxes	Retirement	Workers Comp	FICA	Grand Total
Staff Position Impacts						
DIVISION FIRE CHIEF (Avg)	(\$177,193.99)	(\$38,861.93)	(\$70,231.48)	(\$14,175.52)	(\$2,569.31)	(\$303,032.23)
Human Resource Analyst II	\$90,607.00	\$30,118.43	\$21,881.59	\$2,174.57	\$6,931.44	\$151,713.02
Administrative Technician	\$65,601.72	\$22,265.82	\$15,141.27	\$1,574.44	\$5,018.53	\$109,601.78
Fiscal Analyst II	\$88,414.92	\$30,008.83	\$20,406.70	\$2,121.96	\$6,763.74	\$147,716.14
Net Staff Cost/Savings						\$105,998.71
Non-staff Impacts						
Payroll Consulting Services						\$17,700.00
Payroll System						\$13,500.00
HR Consulting - Outside						\$40,000.00
HRIS, Recruiting & Onboarding						\$18,500.00
City Contracts Finance and HR						(\$125,000.00)
Net Non-Staff Cost/Saving						(\$35,300.00)
Estimated Net Cost/(Savings) from Organizational and Program Changes						\$70,698.71

The salary for Authority's Fiscal Analyst series is currently aligned with the City of Tracy's Management Analyst series based on similar complexity of work and consequence of error and retains reasonable internal parity between the City's Accounting Technician and Accountant classifications. The wages for the Administrative Technician is set equal to the City's Accounting Technician classification.



9.0 RISK MANAGEMENT, INSURANCE, AND INDUSTRIAL HEALTH AND SAFETY.

The Authority worked with the Special District Risk Management Authority (SDRMA) to obtain rates for workers' compensation and general liability insurance. After some delay, due to the Covid-19 pandemic and the insurance providers timeline to finalize their new rates, the included quote was received in June of 2020 (**Appendix A**). This quote will need to be updated within sixty (60) days of transition. As the Authority is considered by SDRMA as a new entity and therefore, will not have an experience to rate, the transition quote will be determined in the same manner as the June 2020 quote and will therefore, not be materially different. Therefore, for the purposes of this discussion we have used the numbers from the June 2020 quote and the City's 2020 rates in comparison. This alleviates any additional computations that would need to be considered for changed future staffing levels.

In completing the information necessary to ascertain quotes and identify coverage options, staff made assumptions regarding asset ownership. These assumptions were based on several meetings of reciprocal dialogue between City and Authority staff over the last 12 months. Those assumptions include the member agencies maintaining title ownership of their fire stations and responding fire engines/trucks. Staff vehicles and other equipment were assumed to be deeded to the Authority for the Authority to manage those assets, as well as properly schedule and propose any replacement needs. The quotes provided reflect those assumptions and could easily be modified to reflect any changes to those assumptions should the member agencies provide such direction. As shown on the provided quote, liability coverage was included to protect the Authority and its member agencies even while operating those assets not owned by the Authority; however, comprehensive and collision provisions were included for assets anticipated to be transferred to Authority ownership.

As illustrated in the chart below, the net cost for insurance coverages for liability and worker's compensation, represent a post transition savings to the Authority of \$303,421.92. While the SDRMA quote for liability insurance coverage exceeds that of our current line-item expenditure paid to the City of Tracy through an annual internal service charge by roughly (\$49,923),, the workers compensation policy is less expensive by \$353,345 than the annual workers compensation charges paid to the City of Tracy via monthly payroll reconciliations. The resulting \$303,422 annual insurance cost savings will help support other administrative transition costs.

City's Current Workers Compensation	\$ 932,227.92	
Proposed New SSJCA Workers Compensation	\$ 578,883.12	
<i>Variance</i>		<u>\$ 353,344.80</u>
City's Current Liability Insurance	\$ 122,440.00	
Proposed Liability Insurance	\$ 172,362.88	
<i>Variance</i>		<u>\$ (49,922.88)</u>
(Increase) / Decrease in Insurance Costs		\$ 303,421.92



Considering the nature of the work done by fire personnel and the resulting workers compensation claims, the assumed impact of the removal of 75+ fire personnel from the City's Workers' Compensation pool would not be negatively significant and may even be a net positive for the City. Under these assumptions, both member agencies would benefit from the transition of employees to a new employer that allows for a reset in experience modification, which is a factor multiplier used to calculate workers compensation rates. Impacts of pre-transition workers compensation claims are already factored into current workers compensation costs and would remain unaffected by transitioning employee to the Authority.

Additional benefits offered to Authority employees with SDRMA membership and insurance services include free access to the Company Nurse telephone triage program, Target Solutions online training and certification, Best Best & Kreiger employment law hotline, and Lapidus Safety Consulting loss prevention and safety services and visits. Company Nurse provides the Authority a 24/7/365 injury reporting hotline, employee referral to a provider in the authorized Medical Provider Network, timely completion, and distribution of 5020 injury reports to all appropriate parties, data reporting, analysis, and creation of mandated OSHA logs (300 and 300A).

Target Solutions, which the Authority already uses, provides an online training and certification tracking program geared toward the requirements of fire, emergency services, risk management, industrial health and safety, and human resources competencies and training mandates, and best practices. These complimentary programs provide a valuable service to the Authority and its employees and include increased compliance assurances and efficiencies that reduce administrative burden on District staff.

The SDRMA Insurance Quote follows on the next page.



9.1 Workers' Compensation / General Liability Quote



1112 I Street, Suite 300
 Sacramento, California 95814-2865
 T 916.231.4141 or 800.537.7790 • F 916.231.4111

Maximizing Protection. Minimizing Risk. • www.sdrma.org

June 24, 2020

Chief Tad Nieve
 Division Chief
 South San Joaquin County Fire Authority
 835 Central Avenue
 Tracy, California 95376

Dear Chief Nieve,

Thank you for the opportunity to provide South San Joaquin County Fire Authority with this 2020-21 Property/Liability and Workers' Compensation Program quotation. Established in 1986, the Special District Risk Management Authority has a proven reputation for competitive rates, actuarially based fiscal management, and sound underwriting practices. We are confident that our Property/Liability Program offers the highest level of protection and service at the lowest possible rate.

Valid for sixty (60) days from the date of this letter, the following quotation represents twelve (12) months of coverage and is subject to verification and final underwriting review. South San Joaquin County Fire Authority's quotation is as follows:

PROPERTY/LIABILITY PROGRAM QUOTATION	
Coverage Limits: \$2.5 Million - July 1, 2020 through June 30, 2021 (Includes a 5% Multi-Program Discount, based on net package contribution)	\$172,362.88
WORKERS' COMPENSATION PROGRAM QUOTATION	
Coverage: July 1, 2020 through June 30, 2021 (Includes a 5% Multi-Program Discount, based on an experience modification of 100%)	\$578,883.12

SCHEDULED PROPERTY

COVERAGE	TOTAL INSURED VALUE	DESCRIPTION
Property Inventory	\$0	0 scheduled structures and contents
Vehicle Inventory	\$4,389,050	29 scheduled vehicles
Comp and Collision	\$390,300	16 scheduled vehicles \$250/\$500 Comp/Coll Deductibles
Mobile Floater Equipment	\$0	0 mobile equipment items
Trailer Inventory	\$7,000	2 scheduled trailers
Estimated Payroll	\$11,825,000	81 FT EE's

SPECIAL DEDUCTIBLE

Employment Practices Liability	\$25,000	Per Occurrence
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***see schedule of deductibles on program description**

Members can reduce their future year premiums through SDRMA's Credit Incentive Program (CIP). Credit incentives of up to 15% of the contribution can be earned for completion of approved risk management and training programs.

A proud California Special Districts Alliance partner.

California Special Districts Association
 1112 I Street, Suite 200
 Sacramento, California 95814-2865
 T 877.924.CSDA (2732) • F 916.442.7889

CSDA Finance Corporation
 1112 I Street, Suite 200
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South San Joaquin County Fire Authority
Page 2

Please be advised that coverage may be bound upon submitting the following documentation:

- Adoption of a Resolution by the South San Joaquin County Fire Authority Board of Directors approving the form and authorizing the Execution of the Sixth Amended Joint Powers Agreement and agreeing to membership in the SDRMA Property/Liability and Workers' Compensation Programs for an initial 3-year commitment.
- Execution and delivery of the Sixth Amended Joint Powers Agreement of the Special District Risk Management Authority.
- Completion of the Alliant Crime Policy application.
- The Adoption of the Resolution and Approval of the State Application for a Certificate to Self-Insure by South San Joaquin County Fire Authority.
- The Completion of the State Application for a Certificate to Self-Insure by the South San Joaquin County Fire Authority.
- Approval by SDRMA's Board of Directors of South San Joaquin County Fire Authority's membership in the Property/Liability and Workers' Compensation programs. (In the event the South San Joaquin County Fire Authority requires coverage prior to approval by SDRMA's Board of Directors, the SDRMA underwriters are authorized to issue a 60-day conditional binder).
- Annual Membership in California Special Districts Association is required and separate from this quotation.

Upon receipt of all membership documents, SDRMA will forward pro-rated invoices for the annualized Property/Liability and Workers' Compensation Program contributions.

We look forward to South San Joaquin County Fire Authority's participation in the SDRMA Property/Liability and Workers' Compensation Programs. Should you have any questions, or if we can provide any additional information, please do not hesitate to contact us at 800.537.7790. All necessary membership documents will be sent to you upon notification of the District's decision to proceed with membership in the program.

Sincerely,
Special District Risk Management Authority

Ellen Mirabal Doughty, ARM
Chief Member Services Officer

A proud California Special Districts Alliance partner.

California Special Districts Association
1112 I Street, Suite 200
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T 877.924.CSDA (2732) • F 916.442.7889



10.0 CLASSIFICATION SYSTEM: PLAN, CLASSIFICATIONS, SPECIFICATIONS, RULES

The Authority has developed a Classification System, including Classification titles, hierarchy, related specifications, and a set of Rules for the ongoing administration of the Classification Plan. The Classification Plan organizes Authority positions into common classifications based on similarities in duties, responsibilities, and requirements; provides a classification specification for each position and sets the structure necessary to transfer, recruit, promote, and establish pay ranges for the transfer and employment of personnel. With few exceptions, the Authority's classifications mirror those of its member agencies for similar positions.

A comprehensive review of all job classifications was conducted by the transition team to ensure that classifications were compliant with federal and state laws, materially similar to current roles at the City of Tracy, and accurately and clearly defined the duties, responsibilities, and minimum qualifications of Authority positions. The Authority Classification Plan anticipates current and possible future needs of the Authority by including entry and journey level classifications for some Administrative and Technical positions even though only one allocation may be approved and funded in any given year. Establishing both an entry and a journey level classification for support positions as part of the Classification System will provide for greater organizational flexibility and agility for the future.

The Authority Classification System includes the following elements:

- Rules for ongoing administration of the Classification Plan
- A list of the Classifications in the Authority's Classification Plan
- Classification Specifications (for each of the classes in the Classification List)
- Position Control Roster (Listing the proposed positions for the current fiscal year)
- Proposed Organizational Chart

The Classification System as listed is included in this Personnel Transition Plan as **Appendix B**.

Establishing the Authority's classification system prior to engaging employees allows the Authority to comply with California Government Code Section 53292 (CCR § 53292) which reads, in part, "As nearly as possible, the firefighters who are hired shall be given positions with a rank comparable to that which they held in the dissolved or decreased district, joint powers agency, or department."

Staff has prepared and the Authority Board will consider the establishment of classification specifications, approval of related classification specifications, and the Authority Personnel Rules which include rules for the ongoing administration of the classification plan. Substantive future changes to the Classification System will require adoption or approval by the Authority Board. A Master List of the full complement of proposed classifications for the Authority's classification plan follows. A Position Control Roster listing only those positions the Authority proposes to fund in the coming fiscal year is provided later in this plan.



10.1 Master Pay Schedule

South San Joaquin County Fire Authority MASTER CLASSIFICATION LIST Effective July 1, 2021								
Class Code	Position Title	Unit	Hourly Rate	Recommended Ongoing Admin	Division	Retirement	FLSA	
87	Accounting Technician	Unrepresented Admin-Clerical	A 31.5393	B	Administration and Finance	Misc	NE	
79	Administrative Assistant I	Unrepresented Admin-Clerical	A 22.9969	10% below Class Code 80	Administration & CCR	Misc	NE	
80	Administrative Assistant II	Unrepresented Admin-Clerical	A 25.5323	B	Administration & CCR	Misc	NE	
84	Administrative Technician	Unrepresented Admin-Clerical	A 31.5393	Equal to Code 87	Administration			
170	Permit Technician I	Unrepresented Prof-Tech	A 27.8668	8% below Class Code 172	CRR	Misc	NE	
172	Permit Technician II	Unrepresented Prof & Technical	A 30.0961	B	CRR	Misc	NE	
140	Emergency Medical Services Manager*	Unrepresented Management	A 47.3445	B	Administration	Safety	E	
70	Executive Assistant	Unrepresented Admin-Clerical	A 31.0589	B	Administration	Misc	NE	
150	Fire Battalion Chief*	SCFCOA	A 59.1423	B	Operations	Safety	E	
40	Fire Captain	TFFA	A 45.0055	B	Ops & Trng	Safety	NE	
10	Fire Chief*	Unrepresented	Min 86.7174	B	Administration	Safety	E	
20	Fire Division Chief*	Unrepresented Management	A 70.8702	B	Ops & Admin	Safety	E	
50	Fire Engineer	TFFA	A 39.6099	B	Operations	Safety	NE	
100	Fire Inspector	Unrepresented Prof-Tech	A 38.1947	8% below Class Code 160	CRR	Misc	NE	
90	Fire Marshal*	Unrepresented Management	A 62.2504	5.5% above Class Code 150	CRR	Safety	E	
120	Fire Reserve	Limited Service	A 14.0000	Min Wage	Operations	Safety	NE	
60	Firefighter	TFFA	A 35.0914	B	Operations	Safety	NE	
62	Firefighter Trainee	Limited Service	A 24.5600	30% below Class Code 60	Operations	Safety	NE	
61	Firefighter/Paramedic	TFFA	A 39.4798	B	Operations	Safety	NE	
130	Human Resources Analyst I	Unrepresented Management	A 37.8805	15% below Class Code 132	Administration	Misc	E	
132	Human Resources Analyst II	Unrepresented Management	A 43.5613	B	Administration	Misc	E	
135	Human Resources Manager	Unrepresented Management	A 58.2908	B	Administration	Misc	E	
121	Intern-Generalist	Limited Service	A 17.5000	25% above minimum wage	Fire Authority Wide	N/A	NE	
180	Fiscal Analyst I*	Unrepresented Admin-Clerical	A 36.9638	13% below Class Code 182	Administration and Operations	Misc	E	
182	Fiscal Analyst II*	Unrepresented Admin-Clerical	A 42.5072	B	Administration and Operations	Misc	E	
160	Plan Check Examiner	Unrepresented Prof-Tech	A 41.2023	B	CRR	Misc	NE	
125	Project Specialist III	Limited Service	Min 14.0000 Max 43.3500	Min Wage	Fire Authority Wide	N/A	NE	

* Classifications with asterisks are salaried



11.0 COMPENSATION SYSTEM: COMPENSATION PLAN/ PAY SCHEDULE

The Authority is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. The Authority has established its compensation system in accordance with the principles of public accountability. The Authority has adopted a Compensation Plan that includes the following:

- A Compensation Policy which includes Rules for ongoing administration of the Compensation Plan
- A publicly available Master Pay Schedule with defined pay ranges for all Authority classifications
- A comprehensive benefits package provisioned by labor unit and ongoing benefits administration

The Authority has established a Compensation Policy. The purpose of this policy is to establish objective guidelines to be used in establishing compensation for Authority positions and in maintaining the Authority's Compensation Plan. The policy guidelines are intended to ensure that the Authority's compensation practices are fair and equitable, consistent with its public service mission, reflect its organizational values, and support related strategic plan objectives.

It is the Authority's policy to offer a sustainable compensation package that attracts and retains the highest quality candidates and employees and is interwoven with its commitment to public safety and to serving the public well by maintaining sound fiscal direction.

Periodically, the Human Resources Manager will assess the parity, competitiveness, and the existence of compaction in Authority compensation by classification. Assessments will be conducted using industry best practices and guidelines in the Authority's Compensation Policy. Assessment of compensation may include salary and wage surveys of similar classifications at labor market comparators, internal parity analyses, benefit package assessments and other related practices. The results of each assessment performed will be considered one element of information to be considered during the process of establishing or modifying compensation for a position or classification. The consideration of pay must be viewed in the context of total compensation which includes the value of the benefit package provided to employees.

The Human Resources manager must also determine whether any modifications to any element of the compensation plan are necessary due to recruitment and retention issues, changes to positions or classifications or changes to exempt or non-exempt status for overtime eligibility as defined by the Federal Labor Standards Act. Modifications to the Compensation Plan Policy or Master Pay Schedule must be submitted to the Fire Chief for recommendation to Authority Board for adoption.

The Authority's Master Pay Schedule contains ranges which are identical to the current pay ranges for similar classifications in effect at the City of Tracy. The wages and salaries for represented labor organizations were negotiated through a collective bargaining process at the City of Tracy and are governed upon transition by CCR §53292 and are correspondingly, reviewed and supported by the Authority's labor attorney. The pay ranges for unrepresented employees are also equivalent to the ranges on the current pay schedule for the City of Tracy as it



relates to job classifications. Eligibility for merit increases will be carried over upon employee transition such that employees who have not reached the top step of the salary step structure will be elevated to the next salary step on virtually the same date they would have been granted the next step in their current employment.

Future substantive revisions of the compensation plan, policy, or master pay schedule will require approval by the Authority Board.

The full set of Resolutions related to the Compensation System, establishing Authority Classifications and related specifications, assigning classifications to wage ranges, and adopting the Authority's public Pay Schedule are included as **Appendix C**.

12.0 ADMINISTRATIVE POLICIES AND PERSONNEL RULES

The Authority has developed an initial set of Administrative Policies and Personnel Rules which are substantially similar to and derived from those at the City of Tracy. These policies and rules are recommended for adoption by the Authority Board and are intended to ensure the Authority continues to abide by public agency state and federal regulations while implementing good management practices that will ensure public trust and fiscal responsibility. The Authority's policies and rules are further intended to address and administer personnel matters and provide guidance for procedures and procedural documentation. Combined with and as a part of the Authority's classification and compensation plans, benefit packages, risk management and financial systems and policies, and agreements with recognized employee representative organizations, the Authority's policies and rules will complete the complement of personnel systems that provide structure for personnel related administrative decision-making and processes paving the way for the transition of employees and employer of record status to the Authority.

This initial set of policies and rules is compliant with current laws and regulations and substantially similar to those at the City of Tracy. The Authority has developed an implementation plan and has communicated and disseminated these policies and rules throughout the organization. The Authority has and will continue to consult in good faith regarding the impacts of these rules with all recognized employee organizations. The similarity between the City of Tracy and the Authority policies is one more effort on the part of the Authority to make the transition from City of Tracy employment to Authority employment as smooth as possible for employees.

While not all City of Tracy policies and rules were adopted, core legislated, regulated, and Fire Authority related policies are included. Those policies not included at this time will continue to be assessed for relevance as the Authority grows and can be added at a future date. The following tables list the Administrative Policy and Personnel Rule titles set for adoption by the Authority Board as part of this Phase II Transition Plan. The staff report recommending adoption, resolution, and copies of the policies and rules can be found in **Appendix D**.



12.1 Administrative Policy Table

Administrative Policies	
Communicable Diseases Policy	Conflict of Interest/ Gift Policy
Family and Medical Leave Policy	Catastrophic Leave Policy
Lactation Policy	Employee Performance Evaluations Program
Nepotism Policy	Fitness for Duty Examination Policy
Prevention of Harassment, Discrimination, Retaliation, and Bullying	Modified Duty and Reasonable Accommodation Policy
Injury and Illness Prevention Program	Violence in the Workplace Policy

12.2 Personnel Rule Table

Personnel Rules	
Equal Opportunity Employment	Acting Appointment
Definitions of Key Employment Terms	Temporary Upgrade/Temporary Promotion
Compensation Rules	Position Classification Plan Rules
Examination and Appeal Rules	Recruitment and Applicant Rules
Appointment Rules	Employment List Rules
Use of Authority Property	Outside Employment
Personnel Files	Performance Evaluations
Disciplinary Appeal Process	Disciplinary Actions
Layoff, Displacement, Re-employment	Grievance Procedure for Non-Disciplinary Matters
Vacation and Holidays	Work Week and Attendance
Leaves of Absence Without Pay	Sick Leave
Training and Education Programs	Other Leaves of Absence
Lactation Policy	Pregnancy Disability Leave Policy



13.0 BENEFITS ADMINISTRATION

It is the intention of the Authority to transfer all eligible employees in the same or similar state of employment including benefit eligibility, enrollment, and levels of coverage. This includes Retirement benefits for active and eligible retirees as defined by CalPERS regulations, leaves, health, and other benefits.

All eligible employees who transfer on September 1, 2021 and will continue as Classic members in CalPERS will transfer as Classic members, all other members will transfer as PEPRA level CalPERS members. A discussion of the Authority's CalPERS contracting activities follows.

13.1 Retirement - CalPERS

The Authority applied for a new CalPERS contract on February 1st, 2019. (see **Appendix E**). This was the first step required to initiate the necessary discussions that would determine the new retirement rates and subsequent impacts to the member agencies. The Authority was then contacted by the contract division of CalPERS and advised of the need to amend applicable sections of the Joint Powers Agreement language. Staff worked with legal counsel from both member agencies to make the necessary amendments which were approved by both elected bodies in October of 2019 (see **Appendix F**). This new language obligates all member agencies to pay their respective share of any CalPERS retirement liabilities regardless of Authority status. This required language change identifies and addresses an inequitable liability exposure that exists from the previous JPA. Although an argument can be made that all members have an obligation to fund pension Unfunded Accrued Liability (UAL) that is created by the employees who are allocated to service their respective areas, there is no current contract language that codifies such an obligation. The required CalPERS amendment addresses that inequity at such time the Authority becomes the employer of record (**UAL is explained at the end of this section**).

After completing the amendment, the application moved past the agreement review and began the next phase, the financial review. Authority staff worked with CalPERS financial analysts to evaluate the fiscal sustainability of the member agencies and the Authority governance model. After months of data exchanges, and the completion of a thorough sustainability evaluation by the CalPERS team of financial analysts, the Authority was approved and moved to the contract formation phase in March of 2020.

Due to the pandemic, the contract phase began slow but ramped up again by May of 2020. After completing the required contract formation package and exchanging information that clarified the goal of mirroring the benefits to the current City of Tracy plans, the CalPERS team began performing the actuarial analysis necessary to form the new Authority retirement contracts. The actuarial analysis work was completed in October of 2020 and the Authorities pers contract was approved to move to contract formation. The Authority Board approved the necessary Letter of Intention required for CALPERS to begin preparing the proposed Final Resolution which, upon its approval and ratification will initiate the Authority's independent PERS contract.

The task of isolating the CalPERS impacts that would result from transitioning the employer of record from a single member agency to the Authority is one that requires a significant amount of time. This is due to several factors including: the blended City safety pool which includes police and fire personnel, the varying benefits between the blended departments, CalPERS actuarial process required to determine new rates,



and the UAL between departments, member agencies as well as pre- and post-1999 consolidation of fire services. With that said, significant progress has been made in understanding these impacts and information learned can be shared.

As demonstrated in section 14.3, within the current City Safety plan, there are two Benefit Groups for fire personnel and three benefit groups for police personnel for a total of five benefit groups. CalPERS calculates the normal cost for each of the five benefit groups and then uses a weighted average (weighted by total payroll in each group) to calculate a blended rate for the entire pool. As can be seen in the attached tables, the weighted average for the two groups of fire employees is 27.92% and the three groups of police employees have a weighted average of 34.26%. The 6.34% lower rate for the fire groups brings down the higher police group rates to create a combined total weighted average for the pool of 31.48% which is then applied to all employees in the pool.

Although CalPERS has not completed the actuarial analysis for the new contract, they have shared the Actuarial Valuation Report for the pool that the Authority would be included in should the employer of record be transitioned to the Authority. Utilizing the anticipated pool rate, responsible assumptions can be drawn to identify what the new weighted average would be for safety personnel. In the new pool, the weighted average for fire personnel is 29.05%. That is a reduction of 2.4% from the blended rate currently being charged to the Fire Departments' budget. This decrease would result in an estimated reduction in retirement cost to the fire department of \$182,817. This will, however, eliminate the subsidy that was created by pooling the lower fire benefits group with the higher police benefits group. It can be assumed that the police pool will continue to operate at its actual weighted average of 34.26% now paying its full burden for the benefits that department receives. As the included calculation demonstrates, the anticipated increase to the PD normal cost is \$267,550.

In summary, the anticipated overall increase to the normal cost, across both the City safety contract and the new Authority safety contract, is \$84,733 which represents the difference between the FD savings and subsequent PD increase. There is no projected change to the UAL as a result of the transition. The new Authority contract will be a fresh start and the existing UAL in the City contract will continue to be calculated in the same manner as it is currently.

13.2 Normal Cost

<u>Description</u>	<u>Rate</u>	<u>Fiscal Impact</u>
Fire Personnel New Normal Cost	29.05%	\$ (182,817.00)
Police Personnel New Normal Cost	34.26%	\$ 267,550.00
Total Normal Cost Increase/(Decrease)		\$ 84,733.00

What is Unfunded Accrued Liability?

UAL is the difference between the value of each employee’s pension and the market value of the funds CalPERS has invested for each employee’s pension. For vested employees with more than five years of



CalPERS service the value of their pension includes a factor from their retirement formula related to their current age, times the number of years of service they have worked multiplied against a highest 12 months of earnings over one or three years on their hire date and formula. And the monies CalPERS uses to pay the pension come from the employee's contributions, their employer's contributions, and investment income earned by CalPERS. For employees with less than five years of service in CalPERS, the value of their pension consists of the money they have personally contributed to their retirement.

While this example is simplified a bit, the combination of the previous employee pension amount values as of a specific valuation date is essentially the "Value of the Agency's (employer's) pension. And, the Market Value of the assets CalPERS have invested at that same valuation date is the amount CalPERS has to meet the pension obligation. The reality is a little more complicated than this which is why we use actuaries to calculate pension obligations.

In plain speak, if every one of an Agency's employees who were eligible to, decided to retire on the same day, and those that were not eligible took the share of their pension they contributed and left that same day also, the value of money CalPERS would need to pay everyone out would materially equal the Accrued value of that agency's Pension Benefits. For the above payout to occur, CalPERS would need to have the funds for that exodus invested and the market value of those investments at sale would need to equal the amount necessary to pay off the exiting employees.

The difference between what the market value of the funds that CalPERS has invested on behalf of an agency's employees "the market value of the CalPERS assets" and the amount it would take to pay everyone the value of their retirement or cash out employee contributions for folks with less than five years as of a specific date, is the agency's Unfunded Accrued Liability. This number can grow in years where investment returns are low. For example, CalPERS has been estimating a 7% return on their investments but posted only a little over 4% last year. Therefore, everyone's UAL will grow in the next actuarial evaluation.



13.2.1 CalPERS Plan Rates

CalPERS Actuarial Valuation - June 30, 2018
 Safety Plan of the City of Tracy
 CalPERS ID: 3260816880

Required Contributions

Required Employer Contribution	Fiscal Year 2020-21
Employer Normal Cost Rate	21.845%
<i>Plus, Either</i>	
1) Monthly Employer Dollar UAL Payment	\$ 271,626
<i>Or</i>	
2) Annual UAL Prepayment Option*	\$ 3,151,089
Required PEPRA Member Contribution Rate	13.00%
<p><i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly in dollars).</i></p> <p><i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31). Any prepayment totaling over \$5 million requires a 72-hour notice email to FCSD_public_agency_wires@calpers.ca.gov. Plan Normal Cost contributions will be made as part of the payroll reporting process. If there is contractual cost sharing or other change, this amount will change.</i></p> <p><i>In accordance with Sections 20537 and 20572 of the Public Employees' Retirement Law, if a contracting agency fails to remit the required contributions when due, interest and penalties may apply.</i></p> <p><i>For additional detail regarding the determination of the required contribution for PEPRA members, see Appendix D. Required member contributions for Classic members can be found in Appendix B.</i></p>	

	Fiscal Year 2019-20	Fiscal Year 2020-21
Normal Cost Contribution as a Percentage of Payroll		
Total Normal Cost	30.981%	31.489%
Employee Contribution ¹	9.334%	9.644%
Employer Normal Cost ²	21.647%	21.845%
Projected Annual Payroll for Contribution Year	\$ 17,295,970	\$ 18,538,061
Estimated Employer Contributions Based On Projected Payroll		
Total Normal Cost	\$ 5,358,464	\$ 5,837,448
Employee Contribution ¹	1,614,406	1,787,811
Employer Normal Cost ²	3,744,058	4,049,637
Unfunded Liability Contribution	2,827,833	3,259,512
% of Projected Payroll (illustrative only)	16.350%	17.583%
Estimated Total Employer Contribution	\$ 6,571,891	\$ 7,309,149
% of Projected Payroll (illustrative only)	37.997%	39.428%

¹ For classic members, this is the percentage specified in the Public Employees' Retirement Law, net of any reduction from the use of a modified formula or other factors. For PEPRA members, the member contribution rate is based on 50 percent of the normal cost. A development of PEPRA member contribution rates can be found in Appendix D. Employee cost sharing is not shown in this report.

² The Employer Normal Cost is a blended rate for all benefit groups in the plan. A breakout of normal cost by benefit group is shown in Appendix D.



13.2.2 Normal Cost by Benefit Group

Normal Cost by Benefit Group

The table below displays the Total Normal Cost broken out by benefit group for Fiscal Year 2020-21. The Total Normal Cost is the annual cost of service accrual for the fiscal year for active employees and can be viewed as the long-term contribution rate for the benefits contracted. Generally, the normal cost for a benefit group subject to more generous benefit provisions will exceed the normal cost for a group with less generous benefits. However, based on the characteristics of the members (particularly when the number of actives is small), this may not be the case. Future measurements of the Total Normal Cost for each group may differ significantly from the current values due to such factors as: changes in the demographics of the group, changes in economic and demographic assumptions, changes in plan benefits or applicable law.

Rate Plan Identifier	Benefit Group Name	Total Normal Cost FY 2020-21	Number of Actives	Payroll on 6/30/2018
4924	Safety Fire First Level	N/A	0	N/A
25160	Safety Fire PEPRA Level	26.487%	13	1,109,853
25161	Safety Police PEPRA Level	30.524%	17	1,611,992
30696	Safety Police Second Level	40.357%	18	1,863,657
30697	Safety Police First Level	33.396%	52	6,154,299
30698	Safety Fire Second Level	28.172%	59	6,403,538

Note that if a Benefit Group above has multiple bargaining units, each of which has separately contracted for different benefits such as Employer Paid Member Contributions, then the Normal Cost split does not reflect those differences. Additionally, if a 2nd Level Benefit Group amended to the same benefit formula as a 1st Level Benefit Group their Normal Costs may be dissimilar due to demographic or other population differences. In these situations you should consult with your plan actuary.

13.3 Health and Other Benefits

The Authority explored several options to provide employee health benefits including remaining on City health benefits, rejoining CalPERS Health Plans, and a fiduciary agreement with Keenan and Associates, a public agency benefits broker. The Authority is committed to providing consistent levels and costs of employee benefit options and services including medical, dental, vision, life, long-term and short-term disability, and voluntary plans as employees have currently. For medical benefits, the Authority has accepted bids from three health care providers: CalPERS Health, Fire Districts Association of California Employment Benefits Authority (FDAC EBA), Special Districts Risk Management Association (SDRMA), and continues to work with the City of Tracy on transitional continuation of benefits through the City.



13.4 Medical Benefits

Medical benefits were one of the key components which posed significant potential impacts to the transition process in addition to a potential fiscal impact on the member agencies. A Health Benefits Committee was established, and all fire authority employees were invited to participate. The committee initially met in May of 2019 to start collecting information and input from the transitioning employees. Management provided direction to find cost-neutral benefit plan options. The committee explored the feasibility of rejoining the CalPERS Health Benefits program. Committee members attended some CalPERS Health Benefit training workshops and worked with a medical benefit consultant to offer alternative health plan options as well as additional medical benefit plans. The quotes came back with varying levels of premium increases or ongoing minimum employer contributions.

Staff reviewed medical care options and benefits from CalPERS, FDAC-EDA, SDRMA, and an option to remain on the City’s current Kaiser plan if allowed under Kaiser’s contract for services with the City of Tracy. 2021 rates for the four plans are listed below.

	Employee Only	Employee +1	Employee +2 or more
CalPERS	813.64	1627.28	2115.46
FDAC EBA	837.72	1667.20	2164.85
SDRMA	938.00	1854.00	2402.00
City of Tracy	786.27	1572.54	2044.30

The above chart shows the City of Tracy as the least expensive option for 2021. However, the Authority has learned that 2022 will portray a different relationship between the plans once employee transition is completed. In 2022, it is anticipated that the City of Tracy will experience greater than a 10% increase in health care costs. The underwriters for Kaiser, have shared that the actuarial assumptions used to calculate the rate for the City of Tracy, will yield a smaller increase for the Authority than that of the City of Tracy once the Authority personnel are transitioned. The Authority will be able to obtain quotes related to the transfer upon providing Kaiser with an intention to separate from the City of Tracy group plan. Separation from the Tracy group plan is anticipated to occur on 1/1/2022.

13.4.1 CalPERS Health Plans

In FY 2020 the Authority reviewed CalPERS health plans with coverage benefits most closely resembling the current City plan benefits and had 2020 rates below the City’s 2020 plan

CalPERS Health Program is governed by the Public Employees’ Medical & Hospital Care Act (PEHMCA). PEHMCA has provisions that create both additional savings as well as explicit liabilities that non-PEHMCA plans do not have. This section calculates both the savings and additional costs unique to PEHMCA benefits to identify their true fiscal impacts to accurately compare total plan costs. Although CalPERS Health had the



15.1.2 Impacts and Coverage C

most competitive 2021 rates when compared to the FDAC EBA and SDRMA plans, the PEHMCA regulated explicit subsidy resulted in additional considerations that required an actuarial analysis be performed for accurate comparison which is discussed in more detail later in this report.

Although the 2020 CalPERS health plan rates were less expensive than the current City of Tracy's 2020 health plan rates, the City's ability to maintain no increases for the first time in several years in comparison to CALPERS Health 5.9% increase to their 2021 Kaiser plan rates yielded the City's Kaiser premium just below CALPERS Health's Kaiser rate for the calendar year. Both rates will likely fluctuate from year to year depending on rate adjustments which are negotiated on an annual basis. It can be safely assumed that CalPERS rates are substantially similar to the City of Tracy's negotiated rates.

Along with the explicit subsidy, which is discussed in more detail below, CalPERS uniquely offers additional savings which were also given consideration. Because of their size (roughly 1.5 million participants), CalPERS, unlike all other plan options considered, does not have membership participation requirements. The Authority can realize financial savings by offering the current cash in lieu benefit, (at significant savings to the Authority) to the employees who are currently excluded from utilizing this option due to the City of Tracy's current medical provider's required participation rate. Staff has identified eight employees who currently have access to spousal coverage, yet currently receive additional medical benefits (at a much higher cost to the Authority) because of this in lieu restriction. If provided the ability to offer these employees medical in lieu, the Authority would recognize additional savings. This savings is then reduced by the 2017 US Supreme Court decision to uphold the Ninth Circuit Court of Appeals' decision in *Flores v. City of San Gabriel*, 824 F.3d 890 (9th Cir. 2016). As illustrated, this ruling erodes \$28,845 of the (\$59,439) savings anticipated as a result of removing the current medical in-lieu restriction. This reduction leaves a net savings of (\$30,594) before factoring in the explicit subsidies unique to PEHMCA benefits.

An **explicit subsidy** occurs when an employer contributes or pays money directly to or on behalf of an employee for a benefit or something of value. The actuarial firm Macleod Watts performed the actuarial analysis necessary to determine the annual impacts of the explicit subsidy which are identified and represented in the following section.

After calculating the annual amount needed to fund the explicit subsidy and offsetting the savings which are unique to the CalPERS plan offerings, it is anticipated the impact of transitioning all medical benefits will result in an annual increase \$93,776 if CALPERS Health is chosen and \$137,617 if FDAC EBA plans are chosen. The SDRMA quote was not factored as the plans had benefits materially below the current City of Tracy coverages. In addition to decreased benefits, the SDRMA plans cost 17.5% more than current City of Tracy rates and 13.5% more than CALPERS Health premiums. Regardless of which plan is chosen, either of the modest health insurance cost increases will be offset from savings in areas of greater efficiencies such as reduced IT Services and workers compensation costs.

In addition to working with CalPERS Health Benefits Division to procure health plan coverage, Authority Staff worked with Keenan & Associates (a local medical benefit consultant who specializes in health benefit plans for public agencies) to secure the additional medical benefits needed to transition employees. These plans include: Dental, Vision, Life Insurance/Accidental Death and Dismemberment, Section 125 (FSA), Employee Assistance Program, and Employee Paid Voluntary Benefits.



15.1.2 Impacts and Coverage C

Of the 76 current fire department employees, only 60 currently participate in the Kaiser plans provided by the City. Although Authority staff has no way of recognizing the complete impact of removing those 60 personnel from the City health plans, we have been advised by our consultant that rates are not generally impacted unless the pool fall bellows 100 participants. Removing the 60 fire employees would not place the City in jeopardy of approaching that threshold.

13.4.2 Anticipated Coverage Cost

City Of Tracy Anticipated Coverage Cost

							<i>Health</i>
Employee Only		Employee +1		Employee + Family		Total Cost	
Kaiser HMO	11	\$786.27	1	\$1,572.54	48	\$2,044.30	\$108,347.91
Kaiser POS	0	\$1,162.75	6	\$2,325.51	3	\$3,023.16	\$23,022.54
Kaiser PPO	0	\$1,707.07	0	\$3,414.15	0	\$4,438.39	\$0.00
Waived					12	\$903.67	\$10,844.04
						TOTAL	\$142,214.49
							<i>Vision</i>
						Employee + Family	Total Cost
VSP			61			\$14.91	\$909.51
							<i>Dental</i>
						Employee + Family	Total Cost
Delta Dental			56			\$75.37	\$4,220.89
Bright Now Dental			5			\$73.13	\$365.65
						TOTAL	\$4,586.54
							<i>Life & ADD</i>
						Employee + Family	Total Cost
Supression			68			\$11.50	\$782.00
Fire Chief			1			\$51.75	\$51.75
Admin			7			\$11.50	\$80.50
Confidential			5			\$34.50	\$172.50
						TOTAL	\$1,086.75

Total Estimated City of Tracy Monthly Premiums \$ 148,797.29

FDAC EBA

							<i>Health</i>
Employee Only		Employee +1		Employee + Family		Total Cost	
Kaiser HMO	11	\$837.72	1	\$1,667.20	48	\$2,164.85	\$114,794.92
Blue Shield	0	\$1,232.10	6	\$2,464.49	3	\$3,203.44	\$24,397.26
Waived					12	\$903.67	\$10,844.04
						TOTAL	\$150,036.22
							<i>Vision</i>
		Employee Only		Employee +1		Employee + Family	Total Cost
VSP	9	\$8.70	5	\$17.41	47	\$23.57	\$1,273.14
							<i>Dental</i>
						Employee + Family	Total Cost



15.1.2 Impacts and Coverage C

	Delta Dental	61	\$135.70	\$8,277.70
				<i>Life & ADD</i>
			Employee + Family	Total Cost
	Supression	68	\$7.15	\$486.20
	Fire Chief	1	\$32.63	\$32.63
	Admin	7	\$7.25	\$50.75
	Confidential	5	\$21.75	\$108.75
			TOTAL	\$678.33

Estimated SSJCFE Monthly Premiums	\$ 160,265.39
Gross Monthly Cost (Decrease)/Increase	\$ 11,468.10
Gross Annual Cost (Decrease)/Increase	\$ 137,617.16

CALPERS Health Plans

							<i>Health</i>
Employee Only		Employee +1		Employee + Family		Total Cost	
Kaiser HMO	9	\$813.64	0	\$1,627.28	45	\$2,115.46	\$102,518.46
Calpers	0	\$799.00	5	\$1,725.00	2	\$2,199.00	\$13,023.00
Calpers Care		\$1,294.69		\$2,589.38		\$3,366.19	\$0.00
Waived					20	\$903.67	\$18,073.40
						TOTAL	\$133,614.86
							<i>Vision</i>
		Employee Only		Employee +1		Employee + Family	Total Cost
VSP	9	\$8.70	5	\$17.41	47	\$23.57	\$1,273.14
							<i>Dental</i>
			Employee + Family		Total Cost		
	Delta Dental	61	\$135.70	\$8,277.70			
							<i>Life & ADD</i>
			Employee + Family		Total Cost		
	Supression	68	\$7.15	\$486.20			
	Fire Chief	1	\$32.63	\$32.63			
	Admin	7	\$7.25	\$50.75			
	Confidential	5	\$21.75	\$108.75			
			TOTAL	\$678.33			

Estimated SSJCFE Monthly Premiums	\$ 143,844.03
Gross Monthly Cost (Decrease)/Increase	\$ (4,953.26)
Gross Annual Cost (Decrease)/Increase	\$ (59,439.16)



14.0 OPEB ACTUARIAL REPORT

As highlighted in the previous section, CalPERS Health Program is governed by the Public Employees' Medical & Hospital Care Act (PEHMCA). PEHMCA has provisions that create both additional savings as well as explicit liabilities that non- PEHMCA plans do not have. This section calculates both the savings and additional costs unique to PEHMCA benefits in order to identify their true costs which allows us to accurately compare total plan costs.

The actuarial report was performed by Macleod Watts to determine the annual impacts of the explicit subsidy. As illustrated below, the normal cost is calculated to be \$58,484 annually which after factoring with the aforementioned savings results in a net increase from current benefits in the amount of \$27,890. However, since this is a new plan, and employees are transferring with credit for years served as employees of the member agencies, an OPEB UAL expense of \$65,886 annually will be owed for the next 20 years (amortization period), at which time it would be 100% funded leaving the \$58k normal cost as the sole explicit subsidy expense.

This report represents the actuarial calculation for the existing pool of employees. Where this liability will see additional employees causing increases to the OPEB in future years it will also see a reduction as the UAL is addressed through the calculated 20-year repayment plan which makes up \$65,886 (53%) of the identified and listed \$124,370 explicit subsidy prefunding. Unlike Pension UAL, the Morgan Stanley trust used to prefund this OPEB uses a more modest anticipated rate of return and includes more reliable and less volatile actuarial assumptions to consider when compared to retirement UAL's.

14.1 Impacts & Costs of Coverage

Monthly Impact From Additional In Lieu (Flores Ruling)		
56 Hour Per Employee Qty		
Overtime (1w/ FLSA)	52 hrs	290.19
Holiday Pay		72.62
FICA		13.10
Monthly Impact		375.91
Total Monthly Impact	6	2,255.43
40 Hour Per Employee Qty		
Overtime		31.28
Holiday Pay		29.79
FICA		13.10
Monthly Impact		74.18
Total Monthly Impact	2	148.35
Combined Monthly Impact	\$	2,403.78

Total Annual Medical Benefits Impact at Transition	
Gross Annual Cost (Decrease)/Increase	\$ (59,439.16)
Annual Additional Impact from Flores	\$ 28,845.41
Ruling Annual Explicit Subsidy Normal Cost	\$ 58,484.00
Annual Explicit Subsidy UAAL (20 Years)	\$ 65,886.00
Net Annual Cost (Decrease)/Increase	\$ 93,776.26



16.0 DEFERRED COMPENSATION

The City currently offers its employees access to two separate deferred compensation plans, AIG Valic and ICMA. Since over 77% of the fire department employees who participate in a deferred compensation plan do so with AIG Valic, Authority staff decided to establish a contract with AIG Valic to mirror this benefit provision. Authority staff has started the contract formation process with AIG Valic and are awaiting approval from the member agencies to move forward with the transition to finalize those contracts.

17.0 EMPLOYER-EMPLOYEE RELATIONS RESOLUTION

In compliance with California Government Code Section 3507(a), the Authority has developed a resolution with associated reasonable rules and regulations for the administration of employer-employee relations. The Employer-Employee Relations Resolution provides procedures for meeting and conferring in good faith with Recognized Employee Organizations regarding matters that directly and significantly affect and primarily involve the wages, hours, and other terms and conditions of employment of employees in recognized employee organizations. The Authority has consulted in good faith with representatives of recognized employee organizations related to the administration of employer-employee relations. The proposed Employer-Employee Relations Resolution is significantly similar to the City of Tracy's Employer-Employee Relations Ordinance.

Staff has prepared for Authority Board adoption, a resolution of the proposed Employer-Employee Relations rules and regulations by the Authority' Board of Directors (**Appendix G**).

18.0 LABOR RELATIONS – TERMS AND CONDITIONS OF EMPLOYMENT

Early in 2020, the Authority's Employee Relations Officer (ERO) identified the following exclusively recognized employee organizations which represent most Authority labor groups: The Tracy Firefighters Association and the South County Fire Chief Officers Association.

Authority Employee Relations Officer (ERO) received direction from the Authority Board of Directors to enter into discussions with the Tracy Firefighters Association (TFAA) and the South County Fire Chief Officers Association (SCFCOA) in preparation for the transition to a standalone agency. Staff met and conferred in good faith and reached tentative agreements with the TFAA and the SCFCOA which are also compliant with California Government Code §53292. It should be noted that the contracts on which the tentative agreements were based expire on June 30, 2021. The Authority ERO will offer to meet again with employee representative organizations once the results of the current negotiations between the City of Tracy and each recognized employee organization are concluded and the resulting agreements ratified. The details of the tentative agreement discussion meetings are reflected below.



18.1 Tracy Firefighters' Association Memorandum of Understanding

The tentative agreement is substantially similar to the current Memorandum of Understanding between the SCFOA and the City of Tracy with the following changes:

- Section 1.3 The following was added "The Authority shall recognize and maintain each employee's rank, date of hire, general seniority, and seniority in rank from the employee's service with the City."
- Section 5.1 Dates of salary increased that have already occurred were removed. There is no additional salary increased identified through the duration of this contract.
- Section 5.8 The language was changed to reflect the new proposed CalPERS contract. Employees hired after January 1, 2020 will fall under PEPR retirement rules.
- Section 5.11 Changed Deferred compensation language to remove the effective date and to make it continuous per the original agreement.
- Section 11.1 Vacation Leave-added an agreement to discuss vacation conversion from 40 to a 56-hour work week.
- Section 12.2 Changed sick leave accrual language to address change from semi-monthly to bi-weekly per a previous agreement with the City of Tracy.
- Section 16 Health Plan language was changed to reflect the proposed changes in Medical Benefits as proposed in this Employee Transition Plan. Change Health Care Cash out option to allow all members to have access to the cash-out option as presented in the Health Benefits proposal in the Employee Transition Plan.

18.2 South County Fire Chief Officers' Association Memorandum of Understanding

The tentative agreement is substantially similar to the current Memorandum of Understanding between the SCFCOA and the City of Tracy with the following changes:

- Section 1.3 The following was added "The Authority shall recognize each member of the Association's rank, date of hire, general seniority and seniority in rank as utilized and established by the City of Tracy prior to the enactment of this MOU."
- Section 5.1 Dates of salary increased that have already occurred were removed. There is no additional salary increased identified through the duration of this contract.
- Section 5.2 Pay periods were changed from semi-monthly to bi-weekly per a previous agreement with the City of Tracy.
- Section 7.1 Battalion Chief stipends were increased from \$60.00 per hour to \$77.00 to reflect the salary increases that had occurred in the predecessor contract. Language was also changed to further define when Battalion Chiefs would qualify to receive stipends.
- Section 10.3 Holiday-In-Lie Pay language was changed to reflect the change from semi-monthly to bi-



monthly pay, allowing the checks to be issued on or before December 15th and June 30th.

- Section 11.1 Vacation Leave language was changed remove a one-time vacation sell back option that had expired and to reflect the change from a semi-monthly pay period to a bi-weekly pay period per a previous agreement with the City of Tracy.
- Section 16 Medical Plan language was changed to reflect the proposed changes in Medical Benefits as proposed in this Employee Transition Plan.

18.3 Unrepresented Compensation and Benefits Plan

Staff worked with a Human Resources consultant to establish the Benefits and Compensation Plan for Unrepresented Units. Staff and the consultant evaluated the City of Tracy pay and benefits for each classification that will transition to the Authority that will not be represented. Unrepresented classifications were divided into the following four units; Professional and Technical, Administrative and Confidential, Non-Safety Management, and Safety Management classifications. Staff and the consultant evaluated the current salaries, benefits, terms and conditions of employment of the City of Tracy classifications that will be transitioning to the Authority. The salaries, benefits, terms and conditions of employment in the proposed Benefits and Compensation Plan for Unrepresented Units are substantially similar to the City of Tracy classifications.

Staff met with all employees that will be unrepresented and discussed the proposed benefit and compensation plan. The staff report recommending adoption by the Authority's Board of Directors, resolution, and a copy of the Compensation and Benefits Plan for Unrepresented Units is included in **Appendix H**.

The Fire Chief was hired by the Authority Board under a separate personnel employment contract.

As mentioned above, the City of Tracy is currently engaged in negotiations on labor agreements that will be effective July 1, 2021. The Authority is committed to honoring its agreement to provide to transitioning employees, materially similar terms and conditions of employment to those negotiated between the City of Tracy and recognized employee representative organizations. Therefore, the Authority ERO will offer representatives of recognized employee organizations who are currently representing members employed by the City of Tracy doing Authority work, to execute transitional agreements prior to October 1, 2021, affirming this intention and adopting similar terms and conditions of employment to those negotiated for the related July 1, 2021, labor agreements. Similar terms and conditions will be evidenced by signed, ratified, and approved, Memorandums of Understanding, Temporary Agreements, or Letters of Agreement between the City of Tracy and the recognized employee representative organizations.

The Authority has created the following draft agreements based on current wages, working conditions, and other terms and conditions of employment and proposed tentative agreements created prior to the current negotiation cycle at the City of Tracy. The Authority is committed to providing as similar as possible terms and conditions of employment to those employees doing Authority work have at the City of Tracy, therefore, the attached agreements will be further amended once negotiations conclude, and the resulting agreements related to Authority recognized employee representative organization are ratified and approved. The below draft agreements can be found in **Appendix H**

Authority and Tracy Fire Fighters Association Agreement
Authority and the SJC Fire Chief Officers Association Agreement



Resolution for the Unrepresented Employee Groups

The Fire Chief is an “at will” employee who serves at the pleasure of the Board of Directors. With the Board of Directors, the Fire Chief has executed a service contract which is also attached in **Appendix H**.

Staff will prepare and the Authority Board will adopt any necessary resolutions to adopt and enact the TFFA and SJCCOA agreements and terms and conditions of employment once amended to align with the conclusion of the City of Tracy negotiations and resulting agreements, as ratified by each organization, and the similarly amended agreement for the Unrepresented Employee Groups to affect compliance with CCR 53292.

19.0 EMPLOYEE TRANSITION

As detailed in the preceding sections of this plan, the Authority is systematically implementing a comprehensive system of Administrative, Fiscal, and Human Resources systems, plans, programs, and processes to prepare for the transition to full-service employer for approximately 80 employees on September 1, 2021. The following plans, as described earlier herein are prepared for Authority Board adoption and subsequent implementation:

- Classification and Compensation Plans
- Finance, Fiscal, Payroll, Auditing, and Internal Controls
- Risk Management, Workers’ Compensation, Disability and Leave Management
- Information Systems and Support, Payroll, Compliance, and Reporting
- Financial and Administrative Policies, and Personnel Rules
- Training and Development, Performance Management

The Authority acknowledges that systems of administration, personnel management, and operations are living systems that require effective implementation, training of staff, periodic assessment, maintenance, review, and modification for compliance or improvement on a regular basis. Plans for effective and successful implementation have been or are being developed and processes for ongoing assessment, maintenance, review, and modification have been incorporated into the above systems, plans, and programs. The current implementation processes are a starting point. The organization will continue to be agile and adaptive as conditions change. Staff realize that the Authority may evolve and arrive in a different place in six to twelve months requiring adjustments to the initial system, plan, and program implementations.

Authority employees will transition from employment at the City of Tracy to employment with the Authority in the same or a substantially similar position, rank, rate of pay, and benefits, and terms and conditions of employment, with all leave balances intact.

To transition personnel into Authority’s employment and thereby into the Authority personnel management systems the following tasks will need to be completed or confirmed as in process and set for completion before September 30, 2021.

Authority staff will prepare a Resolution to accept the agreements between member agencies for the disposition of Financial Matters as described below including the establishment of post-employment health care accounts; acceptance and memorialization of member agreements regarding the disposition of unfunded liability prior to



transition; disposition of responsibility for the ownership, maintenance, and repair of assets, infrastructure, and equipment.

The Authority and the City of Tracy will need to mutually agree in writing to terminate the Agreement Between City of Tracy and the South San Joaquin County Fire Authority Regarding the Employment of Personnel (Agreement), thereby waiving the 180-day notice period for Authority cancellation of the Agreement and create a new Inter-Agency Agreement for those services the Authority desires to contracted for from the City.

Authority Human Resources and Finance staff will prepare and send offer letters to employees, schedule appointments for hiring and benefits orientation and paperwork, as well as policy and systems training and orientation, provide contact and emergency call lists for all employees, injury and accident procedures, safety and other mandated training as appropriate, and allow for presentations by labor organizations for represented classifications.

19.1 Executed Agreement on Financial Matters

The following section is in accord with the intention and direction laid out in the 2/20/2018 Agenda Item #7,

19.1.1 Matters of Assets, Infrastructure, and Equipment

Authority members will develop and execute an agreement on issues such as asset, infrastructure, and equipment ownership, repair, and maintenance recognizing any existing language in the Dissolution Agreement as amended and any subsequent changes to the related assets, infrastructure, and equipment, ownership, and maintenance or repair responsibilities as a part of this transition process.

19.1.2 Matters of Current and Transitioning Employee Leave Balances

Each employee will be credited with the leave balances they have accumulated while employed at the City of Tracy and at the time of the transition. Prior to transition, staff will work with the City of Tracy to develop an official accounting of leave balances as of the day before transfer to validate the correct leave balances are forwarded and recorded in the employee transition process. Upon separation of employment from the Authority (post transition), employees will be paid for unused vacation and holiday hours.

Currently, collective bargaining agreements between the City and represented groups allow for the conversion of remaining sick leave hours to be monetized and utilized by retired employees for post-employment health care costs. A fund will be established by the Authority to manage post-employment health care accounts for employees that retire after the transition. Post-employment health care accounts for members who retire while employed by the City of Tracy will continue to be managed by the City of Tracy.

The assumption is that Authority salaries will remain consistent relative to City of Tracy salaries, resulting in no negative fiscal impact on member agencies. The cost of leave balances will be the same if the transition were to occur or not occur.

19.1.3 Matters of Former Employee Leave Balances

The 2018 Dissolution Agreement between the City of Tracy and the Tracy Rural Fire District established the leave balance cost allocation related to former employee leave balances for each agency. The following is the language in the February 20, 2018, dissolution agreement, between the City of Tracy and the Tracy Rural Fire District that established the obligations regarding accumulated leave balances:

Obligations Regarding Accumulated Leave of Personnel Previously Employed by District. Concurrently with the establishment of the Authority, the Parties entered into the Employment Agreement to address



their respective obligations regarding the costs of all sick leave and vacation leave accumulated ("**Accumulated Leave**") but not paid for employees who were still employed by District as of September 15, 1999 ("**District's Former Employees**") and subsequently hired by City.

- a. Existing Retirees' Accumulated Sick Leave. The current value of the Accumulated Sick Leave of District's Former Employees who retired while employed by the City prior to the effective date of this Agreement ("**Existing Retirees**"), is \$1,612, 026.01 and as further described in Exhibit A. District remains responsible for the total cost of Existing Retirees' Accumulated Sick Leave, including interest at the Local Agency Investment Fund rate earned by City, compounded annually. District shall remit payment to the City for its share of the current value of Existing Retirees' Accumulated Sick Leave by the Effective Date of this Agreement in the amount of \$233,214.73. City shall also remit payment for its share of sick leave accumulated by Existing Retirees during their employment with City by the Effective Date of this Agreement in the amount of \$957,168.10. The District's and the City's payments shall be deposited and maintained in a trust by City to pay for Existing Retirees' medical premiums. The district shall have no liability or responsibility for vacation accrual on behalf of any existing retirees.
- b. Accumulated Leave and Other Accruals of District's Former Employees. City and District shall jointly fund the cost of Accumulated Leave and any other accruals due to District's Former Employees who separate from City. The amount of Accumulated Leave and accruals, and the value of the Accumulated Leave and accruals shall be determined in accordance with the Memorandum of Understanding with the Tracy Firefighters Association ("MOU") in effect at the date of separation of each employee. The City's and District's respective contributions to cover the cost of the Accumulated Leave and accruals shall be in accordance with the MOU or any other agreement entered into by the District and City, in effect at the date of separation of each employee.
- c. Termination of Employment Agreement. The Parties further agree to terminate the Employment Agreement, effective July 1, 2018, and to release both Parties from its obligations, except for Section 5 of the Employment Agreement.

19.2 Meetings and Final Agreements with Recognized Employee Organizations

The Authority will sign an agreement with the two recognized employee representative organizations (TFFA and SCFCOA) as to the wages, benefits, and other terms and conditions of employment, seniority in service, seniority in class, and will engage in a meet and confer process over the impacts of this Transition Plan to their members. To accomplish this, the Authority will accept all changes to existing contracts at the City of Tracy that are negotiated during the 2021 negotiations process and engage in meet and confer discussions over matters related to the scope of bargaining and impacts of this Transition Plan including the transition of employees and the transfer of leave balances and seniority.

19.2.1 Seniority Lists

Initial "Seniority in Authority Service" will be based on the employee's continuous time measured from the employee's original hire date into fire service with the City of Tracy or the Tracy Rural Fire District with start dates adjusted to reflect lapse in service. "Seniority in Classification" (rank) will be based on the employee's continuous time in the employee's present classification based on the date they were originally placed in that classification by the City of Tracy or the Tracy Rural Fire District with start dates adjusted to reflect lapse in service. The seniority lists



comply with proposed labor agreements and the Personnel Policies for represented and unrepresented employees. The seniority lists have been provided to transitioning personnel and there have been no challenges to the seniority lists. The Seniority Lists will be adopted as part of the transition plan after meeting and conferring with the Authority recognized labor organizations. 19.3 Separation from City of Tracy and Offers of Employment from Authority

Each transition eligible employee will receive a letter designating some form of separation from the City of Tracy and a corresponding offer of employment from the Authority. In accord with California Government Code §53291, the Authority has prescribed qualifications and conditions under which employees of the City of Tracy may become employees of the Authority. Eligible employees are exclusively performing Authority business in their work with the City of Tracy, are employed by the City in good standing without serious disciplinary or investigatory matters, and are free from other matters that would preclude an employee from returning to the full essential functions of their position within a reasonable time frame as determined by legislation, a court of law, or a medical professional and ruled on by the Fire Chief based on the facts of each case. The decision of the Fire Chief is final in the matter of eligibility and not grievable.

19.4 Proposed Position Control Roster

The Position Control Roster establishes the number of approved positions within each approved job classification. The Position Control Roster identifies each employee who is assigned to an approved position within a classification. The Position Control roster is utilized for budget develop and to forecast future personnel costs. Additions to the Position Control Roster require approval of the Authority Board. The proposed Position Control Roster complies with the proposed Personnel Rules being considered for adoption.

The proposed Position Control Roster mirrors the approved positions that are currently recognized within the City Tracy with the following exceptions. The Authority will utilize a Fiscal Analyst and an Administrative Technician position the City of Tracy does not have. These two positions will give the District greater flexibility in scope than more specialized accounting positions would allow.

The Position Control Roster will be approved as part of the Authority's FY 21-22 budget process and is offered her as information. In September, the Authority will add the Tracy Hills station to the service area which will add 3 three additional firefighters and 3 additional engineers than are currently shown on the organizational chart or position control roster.

The Proposed Position Control Roster follows on the next page.



**South San Joaquin County Fire Authority
POSITION CONTROL ROSTER**

Class Code	Position Title	Division	CURRENT FY 21-20 w/Tracy Hills	PROPOSED FY 21-22 post transition	FY 21-20 Adopted
			6/1/2021	9/1/2021	
FULL TIME REGULAR ALLOCATIONS					
79	Administrative Assistant I	Admin & CRR	0.0	0.0	
80	Administrative Assistant II	Admin & CRR	2.0	2.0	
84	Administrative Technician	Administration	0.0	1.0	
20	Fire Division Chief*	Administration	3.0	2.0	
135	Human Resources Analyst II	Administration	0.0	0.0	
140	Emergency Medical Services Manager*	Administration	1.0	1.0	
132	Human Resources Analyst I	Administration	0.0	1.0	
70	Executive Assistant	Administration	1.0	1.0	
10	Fire Chief*	Administration	1.0	1.0	
182	Fiscal Analyst II*	Administration	0.0	1.0	
170	Building Permit Technician I	CRR	1.0	1.0	
100	Fire Inspector	CRR	3.0	3.0	
160	Plan Check Examiner	CRR	1.0	1.0	
90	Fire Marshal*	CRR	1.0	1.0	
50	Fire Engineer	Operations	24.0	24.0	
60	Firefighter	Operations (3FFIF)	27.0	27.0	
150	Fire Battalion Chief*	Operations	3.0	3.0	
62	Firefighter Trainee	Operations	0.0	0.0	
40	Fire Captain	Operation and Training (1)	25.0	25.0	
TOTAL FULL-TIME EQUIVALENTS			93.0	95.0	
LIMITED SERVICE TEMPORARY POSITIONS			6/1/2021	9/1/2021	
121	Intern-Generalist	Full Authority Wide	2.0	2.0	
125	Project Specialist II	Full Authority Wide	1.0	1.0	
120	Fire Reserve	Operations	12.0	12.0	
Total PT Temp positions FTE unknown			15.0	15.0	

*Classifications with asterisks are salaried



APPENDICES

Appendix A	Special District Risk Management Authority (SDRMA) Quote
Appendix B	Classification System
Appendix C	Compensation System
Appendix D	Administrative Policies and Personnel Rules
Appendix E	New CalPERS Contract
Appendix F	Amended JPA Agreement
Appendix G	Employer-Employee Relations Resolution
Appendix H	Employee Agreements & Terms and Conditions of Employment
Appendix I	Payroll Processing Information
Appendix J	Personnel File Structure



APPENDIX A

Special District Risk Management Authority
(SDRMA) Quote

16.1 WORKERS COMPENSATION/GENERAL LIABILITY QUOTE



1112 I Street, Suite 300
 Sacramento, California 95814-2865
 T 916.231.4141 or 800.537.7790 • F 916.231.4111

Maximizing Protection. Minimizing Risk. • www.sdrma.org

June 24, 2020

Chief Tad Nieve
 Division Chief
 South San Joaquin County Fire Authority
 835 Central Avenue
 Tracy, California 95376

Dear Chief Nieve,

Thank you for the opportunity to provide South San Joaquin County Fire Authority with this 2020-21 Property/Liability and Workers' Compensation Program quotation. Established in 1986, the Special District Risk Management Authority has a proven reputation for competitive rates, actuarially based fiscal management, and sound underwriting practices. We are confident that our Property/Liability Program offers the highest level of protection and service at the lowest possible rate.

Valid for sixty (60) days from the date of this letter, the following quotation represents twelve (12) months of coverage and is subject to verification and final underwriting review. South San Joaquin County Fire Authority's quotation is as follows:

PROPERTY/LIABILITY PROGRAM QUOTATION	
Coverage Limits: \$2.5 Million - July 1, 2020 through June 30, 2021 (Includes a 5% Multi-Program Discount, based on net package contribution)	\$172,362.88
WORKERS' COMPENSATION PROGRAM QUOTATION	
Coverage: July 1, 2020 through June 30, 2021 (Includes a 5% Multi-Program Discount, based on an experience modification of 100%)	\$578,883.12

SCHEDULED PROPERTY

COVERAGE	TOTAL INSURED VALUE	DESCRIPTION
Property Inventory	\$0	0 scheduled structures and contents
Vehicle Inventory	\$4,389,050	29 scheduled vehicles
Comp and Collision	\$390,300	16 scheduled vehicles \$250/\$500 Comp/Coll Deductibles
Mobile Floater Equipment	\$0	0 mobile equipment items
Trailer Inventory	\$7,000	2 scheduled trailers
Estimated Payroll	\$11,825,000	81 FT EE's

SPECIAL DEDUCTIBLE

Employment Practices Liability	\$25,000	Per Occurrence
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***see schedule of deductibles on program description**

Members can reduce their future year premiums through SDRMA's Credit Incentive Program (CIP). Credit incentives of up to 15% of the contribution can be earned for completion of approved risk management and training programs.

A proud California Special Districts
 Alliance partner.

California Special Districts Association
 1112 I Street, Suite 200
 Sacramento, California 95814-2865
 T 877.924.CSDA (2732) • F 916.442.7889

CSDA Finance Corporation
 1112 I Street, Suite 200
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South San Joaquin County Fire Authority
Page 2

Please be advised that coverage may be bound upon submitting the following documentation:

- Adoption of a Resolution by the South San Joaquin County Fire Authority Board of Directors approving the form and authorizing the Execution of the Sixth Amended Joint Powers Agreement and agreeing to membership in the SDRMA Property/Liability and Workers' Compensation Programs for an initial 3-year commitment.
- Execution and delivery of the Sixth Amended Joint Powers Agreement of the Special District Risk Management Authority.
- Completion of the Alliant Crime Policy application.
- The Adoption of the Resolution and Approval of the State Application for a Certificate to Self-Insure by South San Joaquin County Fire Authority.
- The Completion of the State Application for a Certificate to Self-Insure by the South San Joaquin County Fire Authority.
- Approval by SDRMA's Board of Directors of South San Joaquin County Fire Authority's membership in the Property/Liability and Workers' Compensation programs. (In the event the South San Joaquin County Fire Authority requires coverage prior to approval by SDRMA's Board of Directors, the SDRMA underwriters are authorized to issue a 60-day conditional binder).
- Annual Membership in California Special Districts Association is required and separate from this quotation.

Upon receipt of all membership documents, SDRMA will forward pro-rated invoices for the annualized Property/Liability and Workers' Compensation Program contributions.

We look forward to South San Joaquin County Fire Authority's participation in the SDRMA Property/Liability and Workers' Compensation Programs. Should you have any questions, or if we can provide any additional information, please do not hesitate to contact us at 800.537.7790. All necessary membership documents will be sent to you upon notification of the District's decision to proceed with membership in the program.

Sincerely,
Special District Risk Management Authority

Ellen Mirabal Doughty, ARM
Chief Member Services Officer

A proud California Special Districts
Alliance partner.

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APPENDIX B

Classification System

APPENDIX B

Classification System



South San Joaquin County Fire Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

STAFF REPORT

TO: Board of Directors **MEETING DATE:** **Month XX, 2021**

PREPARED BY: Jackie Heefner, Executive Assistant
APPROVED BY: Randall Bradley, Fire Chief

ITEM: ESTABLISH AND ADOPT A CLASSIFICATION SYSTEM, JOB CLASSIFICATIONS AND ESTABLISH AND APPROVE RELATED CLASSIFICATION SPECIFICATIONS

RECOMMENDATION

It is recommended the Board of Directors establish and adopt the Authority's Classification System by taking the following actions:

1. Approve a Resolution establishing and adopting Job Classifications and establishing and approving related Job Classification Specifications.
2. Review Rules for the ongoing administration of the Authority's Classification Plan which will be adopted and approved in a separate action as part of the Authority's Personnel Rules.

BACKGROUND

In March of 2018 (effective date July 1, 2018), a new Authority Joint Powers Agreement was adopted by both the City of Tracy (City) and Tracy Rural Fire District (Rural). The new agreement expressed the intent of transitioning employees from the current employer of record to become employees of Authority. Memorialized in Section 1.6 of the new JPA agreement were the following words:

In the event that the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan ("the Personnel Plan") detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfer's effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of organizations. The Personnel Plan shall be presented to the legislative bodies of the Member Agencies. Upon their receipt of the Personnel Plan, the Member Agencies agree to meet in good faith and negotiate the terms of the Authority employing personnel. Thereafter, Member Agencies and Authority shall enter into an agreement regarding the terms of employing personnel ("the Personnel Agreement").

In mid-2020, Authority staff prepared a draft Personnel Plan signaling the Authority's intent to employ personnel and become a standalone entity. At the November 5, 2020, Board meeting, this Authority Board approved a Resolution of Intention to enter in an employee pension contract with CalPERS.

DISCUSSION

Establishing an employee pension contract with CalPERS is a significant step in establishing a system of compensation and benefits for Authority employees and taking the first steps for the employ of personnel.

As directed by the new JPA Agreement and before any employee may be transferred in or hired by the Authority, an organization must have a personnel system in place that includes a system of job classification, compensation and benefits, risk management, payroll, and other key processes.

Government Code Section 53292 may be construed to require it. The language in CCR §53292 first requires that

[If a] "joint powers agency, or department decides to hire additional firefighters, it shall give first choice for the positions to be filled to firefighters employed by the dissolved or decreased district, joint powers agency, or department."

To provide "first choice" for positions implies that an organization has fair and equitable recruitment policy, procedures, and practices in place.

The following sentence,

"As nearly as possible, the firefighters who are hired shall be given positions with a rank comparable to that which they held in the dissolved or decreased district, joint powers agency, or department," reinforces the need for such a framework.

Later in subsection (b) of the same section of 53292, the language points to forms of compensation, classification, and labor relations when it reads,

"Notwithstanding any other provision of law, where firefighters are hired as a result of the consolidation, ... the seniority or other employment rights of the employees of the district, joint powers agency, or fire department taking over the duties of the dissolved or decreased district, joint powers agency, or department shall not be impaired as a result of the consolidation, merger, incorporation, annexation, or contract, except as agreed upon in a memorandum of understanding" [with each recognized employee organization.]

To continue to accomplish the intent of and mandate in the applicable government code and in the new JPA agreement Authority staff and members of the Transition Team have developed a Personnel Transition Plan that outlines and provides for the personnel system elements necessary to become an employer. Approval of the Resolution attached to this report will establish the Authority's classification plan, consisting of a master list of job classifications and related classification specifications.

Classification System

A classification system organizes Authority positions into standard classifications based on similarities in duties, responsibilities, and requirements; provides a classification specification for each position, and rules for current and ongoing administration of the classification plan. The Authority Classification System includes the following elements:

- Rules for ongoing administration of the Classification Plan (**Appendix A** and included in the Authority Personnel Rules for Adoption)
- A Classification Plan List (showing the hierarchy and title of approved Authority classifications)
- Classification Specifications (for each of the classes in the Classification List)
- Allocated Position Control Roster of currently approved positions
- An Organizational Chart

To comply with Cal. Government Code, §53292, firefighters who are currently employed by a member agency and hired into the Authority, must be given positions with rank and seniority comparable to that which they held in their previous employment. A standardized system of classifying positions allows entities like the Authority and the City of Tracy to know which positions and ranks are similarly classified. Rules of administration provide a roadmap for administering the system and identifying gaps in classification structure between entities. This allows the Authority to provide classifications for transitioning employees into the organization that are substantially like those they are leaving.

The 25 job classifications listed below cover the duties, responsibilities, knowledge, abilities, and complexity of the work completed by current positions at the Authority. For each of the 25 classifications a job classification specification has been created. These job classifications make up the classification plan for the Authority.

LIST OF AUTHORITY CLASSIFICATIONS (27)

Accounting Technician	Fire Marshal
Administrative Assistant I	Fire Reserve
Administrative Assistant II	Firefighter
Administrative Technician	Firefighter Trainee
Permit Technician I	Firefighter/Paramedic
Permit Technician II	Human Resources Analyst I
Emergency Medical Services Manager	Human Resources Analyst II
Executive Assistant	Human Resources Manager
Fire Battalion Chief	Intern-Generalist
Fire Captain	Fiscal Analyst I
Fire Chief	Fiscal Analyst II
Fire Division Chief	Plan Check Examiner
Fire Engineer	Project Specialist I/II
Fire Inspector	

Classification Plans are iterative in nature. Over time, the nature of the work may change, elements of the work change. Part of the administration of a classification plan is a periodic review of the system. From time to time, staff will return to this Board for authority to classify, reclassify, update, eliminate, add to, and improve the classifications, specifications, rules, and processes that make up this system.

For there to be consistency in the application of any system, there must be rules, either written or unwritten to govern processes and practices, and documentation to recall the past and inform the future. The Authority presents as **Attachment 1**, a set of rules for the application and ongoing maintenance of the classification system that include best practices, engagement, and methods of inquiry and appeal. The rules are included in the Authority Personnel Rules and are presented for approval as a separate staff report but included herein for reference.

Each Classification within the system has a written description called a job classification specification. During development of the classification structure for the Authority, the transition team conducted a comprehensive review of all job classifications created by the Authority and the related job classification specifications. Each was compared to those most similar at the City of Tracy and related to Authority work. The Team found that Authority classifications complied with federal and state laws and are materially like City of Tracy classifications assigned to employees currently performing Authority work.

Furthermore, Authority classifications were found to accurately and clearly defined the duties, responsibilities, and minimum qualifications of Authority positions. With few exceptions, the Authority's classifications mirror those of its member agencies for similar positions.

The transition team also reviewed, exempt and non-exempt status under the Federal Labor Standards Act, Equal Opportunity Employer considerations related to essential functions and minimum qualifications, and Workers Compensation class codes for each position. Information on Exempt/Non-Exempt status is also recorded on the Classification List in the packet.

Authority staff held discussions with employee labor organizations and met and conferred in good faith in anticipation of recognizing organizations and employing Authority personnel. The parties have asked questions, offered opinions, and exchanged information. Both parties agree on the classifications assigned to each unit and that they are materially like those at the City of Tracy.

Where there were entry and journey classifications within a series, both will be established to allow for organizational flexibility in the future. Substantive future changes to the Classification Plan will require adoption by the Authority Board.

Staff recommends the Authority Board approve the Establishment of Authority classifications, adoption of related class specifications, and review the rules provided as an appendix to this item. They Rules that govern current and future administration of the classification plan will be approved as part of the Authority Personnel Rules. Authority classification specifications are included in **Appendix A**.

Additional Personnel System Elements

A comprehensive system of personnel administration includes policies and plans and systems for compensation and benefits, risk management, payroll, and other key processes. Two of these items; a compensation plan and personnel policies (Authority Personnel Rules) will be

coming to you as a separate item.

Staff recommends the Authority Board take the following actions:

1. Approve a Resolution establishing and adopting Authority job classifications and establishing and approving related job classification specifications
2. Review Rules for the current and ongoing administration of the Classification Plan that will be adopted and approved as part of the Authority Personnel Rules

FISCAL IMPACTS

There is no fiscal impact related to adopting this resolution.

APPENDIX

1. Rules for Administration of the Authority's Classification Plan

ATTACHMENTS

1. Resolution establishing and adopting Authority classifications and adopting and approving related classification specifications.
 - Job Classification List
 - Job Classification Specifications

**South San Joaquin County Fire Authority
MASTER CLASSIFICATION LIST
Effective July 1, 2021**

Class Code	Position Title	Unit	Hourly Rate	Recommended Ongoing Admin	Division	Retirement	FLSA
87	Accounting Technician	Unrepresented Admin-Clerical	A 31,5393	B	Administration and Finance	Misc	NE
79	Administrative Assistant I	Unrepresented Admin-Clerical	A 22,9969	10% below Class Code 80	Administration & CCR	Misc	NE
80	Administrative Assistant II	Unrepresented Admin-Clerical	A 25,5323	B	Administration & CCR	Misc	NE
84	Administrative Technician	Unrepresented Admin-Clerical	A 31,5393	Equal to Code 87	Administration		
170	Permit Technician I	Unrepresented Prof-Tech	A 27,8668	8% below Class Code	CCR	Misc	NE
172	Permit Technician II	Prof & Technical	A 30,0961	B	CCR	Misc	NE
140	Emergency Medical Services Manager*	Unrepresented Management	A 47,3445	B	Administration	Safety	E
70	Executive Assistant	Unrepresented Admin-Clerical	A 31,0589	B	Administration	Misc	NE
150	Fire Battalion Chief*	SCFOOA	A 59,1423	B	Operations	Safety	E
40	Fire Captain	TFFA	A 45,0055	B	Oper & Trng	Safety	NE
10	Fire Chief*	Unrepresented Min	86,7174	B	Administration	Safety	E
20	Fire Division Chief*	Unrepresented Management	A 70,8702	B	Oper & Admin	Safety	E
50	Fire Engineer	TFFA	A 39,6039	B	Operations	Safety	NE
100	Fire Inspector	Unrepresented Prof-Tech	A 38,1947	8% below Class Code	CCR	Misc	NE
90	Fire Marshal*	Unrepresented Management	A 62,2504	5.5% above Class Code	CCR	Safety	E
120	Fire Reserve	Limited Service	A 14,0000	Min Wage	Operations	Safety	NE
60	Firefighter	TFFA	A 35,0914	B	Operations	Safety	NE
62	Firefighter Trainee	Limited Service	A 24,5600	30% below Class Code 60	Operations	Safety	NE
61	Firefighter/Paramedic	TFFA	A 39,4798	B	Operations	Safety	NE
130	Human Resources Analyst I	Unrepresented Management	A 37,8805	15% below Class Code 132	Administration	Misc	E
132	Human Resources Analyst II	Unrepresented Management	A 43,5613	B	Administration	Misc	E
135	Human Resources Manager	Unrepresented Management	A 58,2908	B	Administration	Misc	E
121	Intern-Generalist	Limited Service	A 17,5000	25% above minimum wage	Fire Authority Wide	N/A	NE
180	Fiscal Analyst I*	Unrepresented Admin-Clerical	A 36,9638	13% below Class Code	Administration and Operations	Misc	E
182	Fiscal Analyst II*	Unrepresented Admin-Clerical	A 42,5072	B	Administration and Operations	Misc	E
160	Plan Check Examiner	Unrepresented Prof-Tech	A 41,2023	B	CCR	Misc	NE
125	Project Specialist III	Limited Service	Min 14,0000 Max 43,3500	Min Wage	Fire Authority Wide	N/A	NE
* Classifications with asterisks are salaried							

Class Code	Position Title
87	Accounting Technician
79	Administrative Assistant I
80	Administrative Assistant II
84	Administrative Technician
170	Permit Technician I
172	Permit Technician II
140	Emergency Medical Services Manager*
70	Executive Assistant
150	Fire Battalion Chief*
40	Fire Captain
10	Fire Chief*
20	Fire Division Chief*
50	Fire Engineer
100	Fire Inspector
90	Fire Marshal*
120	Fire Reserve
60	Firefighter
62	Firefighter Trainee
61	Firefighter/Paramedic
130	Human Resources Analyst I
132	Human Resources Analyst II
135	Human Resources Manager
121	Intern-Generalist
180	Fiscal Analyst I*
182	Fiscal Analyst II*
160	Plan Check Examiner
125	Project Specialist III

Resolution No. _____

RESOLUTION OF BOARD OF DIRECTORS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY ESTABLISHING AND ADOPTING A CLASSIFICATION SYSTEM AND PLAN, AND AUTHORITY JOB CLASSIFICATIONS, APPROVING RELATED JOB CLASSIFICATION SPECIFICATIONS, AND RULES FOR THE CURRENT AND ONGOING ADMINISTRATION OF THE CLASSIFICATION PLAN

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires to become a standalone organization and employ personnel; and

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority desires to establish, approve, and adopt a uniform set of Job Classifications and related classification specifications for addressing and administering personnel matters; and

WHEREAS, The Job Classifications constitute a portion of the Authority's personnel system and comply with the Classification Plan as set forth by the Authority Personnel Rules (Rules); and

WHEREAS, These Job Classifications supersede any prior Job Classifications and may be changed only upon approval of the Authority Board; and

WHEREAS, The Authority has developed rules for ongoing administration of the Classification Plan and an implementation plan and schedule to communicate and disseminate the Job Classifications throughout the organization; and

WHEREAS, As a part of that implementation plan, the Authority has consulted in good faith regarding the impacts of these Job Classifications with recognized employee organizations.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the South San Joaquin County Fire Authority by this Resolution hereby approves and adopts the Authority's Classification System, establishes and adopts Job Classifications and approves related Job Classification Specifications as set forth in Attachment A, effective **Month XX, 2021**.

The foregoing Resolution 2021-_____ was adopted by the Board of Directors on the _____ day of **Month** 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Board Chair

DRAFT



South San Joaquin County Fire Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

STAFF REPORT

TO: Board of Directors **MEETING DATE:** **Month XX, 2021**

PREPARED BY: Jackie Heefner, Executive Assistant
APPROVED BY: Randall Bradley, Fire Chief

ITEM: ESTABLISH AND ADOPT A CLASSIFICATION SYSTEM, JOB CLASSIFICATIONS AND ESTABLISH AND APPROVE RELATED CLASSIFICATION SPECIFICATIONS

RECOMMENDATION

It is recommended the Board of Directors establish and adopt the Authority's Classification System by taking the following actions:

1. Approve a Resolution establishing and adopting Job Classifications and establishing and approving related Job Classification Specifications.
2. Review Rules for the ongoing administration of the Authority's Classification Plan which will be adopted and approved in a separate action as part of the Authority's Personnel Rules.

BACKGROUND

In March of 2018 (effective date July 1, 2018), a new Authority Joint Powers Agreement was adopted by both the City of Tracy (City) and Tracy Rural Fire District (Rural). The new agreement expressed the intent of transitioning employees from the current employer of record to become employees of Authority. Memorialized in Section 1.6 of the new JPA agreement were the following words:

In the event that the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan ("the Personnel Plan") detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfer's effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of organizations. The Personnel Plan shall be presented to the legislative bodies of the Member Agencies. Upon their receipt of the Personnel Plan, the Member Agencies agree to meet in good faith and negotiate the terms of the Authority employing personnel. Thereafter, Member Agencies and Authority shall enter into an agreement regarding the terms of employing personnel ("the Personnel Agreement").

In mid-2020, Authority staff prepared a draft Personnel Plan signaling the Authority's intent to employ personnel and become a standalone entity. At the November 5, 2020, Board meeting, this Authority Board approved a Resolution of Intention to enter in an employee pension contract with CalPERS.

DISCUSSION

Establishing an employee pension contract with CalPERS is a significant step in establishing a system of compensation and benefits for Authority employees and taking the first steps for the employ of personnel.

As directed by the new JPA Agreement and before any employee may be transferred in or hired by the Authority, an organization must have a personnel system in place that includes a system of job classification, compensation and benefits, risk management, payroll, and other key processes.

Government Code Section 53292 may be construed to require it. The language in CCR §53292 first requires that

[If a] "joint powers agency, or department decides to hire additional firefighters, it shall give first choice for the positions to be filled to firefighters employed by the dissolved or decreased district, joint powers agency, or department."

To provide "first choice" for positions implies that an organization has fair and equitable recruitment policy, procedures, and practices in place.

The following sentence,

"As nearly as possible, the firefighters who are hired shall be given positions with a rank comparable to that which they held in the dissolved or decreased district, joint powers agency, or department," reinforces the need for such a framework.

Later in subsection (b) of the same section of 53292, the language points to forms of compensation, classification, and labor relations when it reads,

"Notwithstanding any other provision of law, where firefighters are hired as a result of the consolidation, ... the seniority or other employment rights of the employees of the district, joint powers agency, or fire department taking over the duties of the dissolved or decreased district, joint powers agency, or department shall not be impaired as a result of the consolidation, merger, incorporation, annexation, or contract, except as agreed upon in a memorandum of understanding" [with each recognized employee organization.]

To continue to accomplish the intent of and mandate in the applicable government code and in the new JPA agreement Authority staff and members of the Transition Team have developed a Personnel Transition Plan that outlines and provides for the personnel system elements necessary to become an employer. Approval of the Resolution attached to this report will establish the Authority's classification plan, consisting of a master list of job classifications and related classification specifications.

Classification System

A classification system organizes Authority positions into standard classifications based on similarities in duties, responsibilities, and requirements; provides a classification specification for each position, and rules for current and ongoing administration of the classification plan. The Authority Classification System includes the following elements:

- Rules for ongoing administration of the Classification Plan (**Appendix A** and included in the Authority Personnel Rules for Adoption)
- A Classification Plan List (showing the hierarchy and title of approved Authority classifications)
- Classification Specifications (for each of the classes in the Classification List)
- Allocated Position Control Roster of currently approved positions
- An Organizational Chart

To comply with Cal. Government Code, §53292, firefighters who are currently employed by a member agency and hired into the Authority, must be given positions with rank and seniority comparable to that which they held in their previous employment. A standardized system of classifying positions allows entities like the Authority and the City of Tracy to know which positions and ranks are similarly classified. Rules of administration provide a roadmap for administering the system and identifying gaps in classification structure between entities. This allows the Authority to provide classifications for transitioning employees into the organization that are substantially like those they are leaving.

The 25 job classifications listed below cover the duties, responsibilities, knowledge, abilities, and complexity of the work completed by current positions at the Authority. For each of the 25 classifications a job classification specification has been created. These job classifications make up the classification plan for the Authority.

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Classification Plans are iterative in nature. Over time, the nature of the work may change, elements of the work change. Part of the administration of a classification plan is a periodic review of the system. From time to time, staff will return to this Board for authority to classify, reclassify, update, eliminate, add to, and improve the classifications, specifications, rules, and processes that make up this system.

For there to be consistency in the application of any system, there must be rules, either written or unwritten to govern processes and practices, and documentation to recall the past and inform the future. The Authority presents as **Attachment 1**, a set of rules for the application and ongoing maintenance of the classification system that include best practices, engagement, and methods of inquiry and appeal. The rules are included in the Authority Personnel Rules and are presented for approval as a separate staff report but included herein for reference.

Each Classification within the system has a written description called a job classification specification. During development of the classification structure for the Authority, the transition team conducted a comprehensive review of all job classifications created by the Authority and the related job classification specifications. Each was compared to those most similar at the City of Tracy and related to Authority work. The Team found that Authority classifications complied with federal and state laws and are materially like City of Tracy classifications assigned to employees currently performing Authority work.

Furthermore, Authority classifications were found to accurately and clearly defined the duties, responsibilities, and minimum qualifications of Authority positions. With few exceptions, the Authority's classifications mirror those of its member agencies for similar positions.

The transition team also reviewed, exempt and non-exempt status under the Federal Labor Standards Act, Equal Opportunity Employer considerations related to essential functions and minimum qualifications, and Workers Compensation class codes for each position. Information on Exempt/Non-Exempt status is also recorded on the Classification List in the packet.

Authority staff held discussions with employee labor organizations and met and conferred in good faith in anticipation of recognizing organizations and employing Authority personnel. The parties have asked questions, offered opinions, and exchanged information. Both parties agree on the classifications assigned to each unit and that they are materially like those at the City of Tracy.

Where there were entry and journey classifications within a series, both will be established to allow for organizational flexibility in the future. Substantive future changes to the Classification Plan will require adoption by the Authority Board.

Staff recommends the Authority Board approve the Establishment of Authority classifications, adoption of related class specifications, and review the rules provided as an appendix to this item. They Rules that govern current and future administration of the classification plan will be approved as part of the Authority Personnel Rules. Authority classification specifications are included in **Appendix A**.

Additional Personnel System Elements

A comprehensive system of personnel administration includes policies and plans and systems for compensation and benefits, risk management, payroll, and other key processes. Two of these items; a compensation plan and personnel policies (Authority Personnel Rules) will be

coming to you as a separate item.

Staff recommends the Authority Board take the following actions:

1. Approve a Resolution establishing and adopting Authority job classifications and establishing and approving related job classification specifications
2. Review Rules for the current and ongoing administration of the Classification Plan that will be adopted and approved as part of the Authority Personnel Rules

FISCAL IMPACTS

There is no fiscal impact related to adopting this resolution.

APPENDIX

1. Rules for Administration of the Authority's Classification Plan

ATTACHMENTS

1. Resolution establishing and adopting Authority classifications and adopting and approving related classification specifications.
 - Job Classification List
 - Job Classification Specifications

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

ACCOUNTING TECHNICIAN

Class Title:	Accounting Technician	Class Code:	087
Division(s):	Administration and Finance	Unit:	Unrepresented - AC
EEO Code:	80	Effective Date:	7/1/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general supervision, the Accounting Technician performs a variety of technical accounting duties involving the maintenance and operations of the Authority's disbursement system and provides technical assistance to professional level staff in the maintenance and operations of financial systems; provides technical staff assistance to other Authority staff regarding payables or other fiscal data.

DISTINGUISHING CHARACTERISTICS

This is a paraprofessional classification performing complex accounting work, involving the preparation of statistical and analytical reports with technical accounting responsibilities. Accounting Technicians must have a keen sense of detail, perform accurate work, and complete projects accurately under firm deadlines with a fair amount of independence.

SUPERVISION RECEIVED AND EXERCISED

The Accounting Technician receives general supervision from management staff; the Accounting Technician may exercise technical and functional supervision over clerical staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Provide technical information and instruction regarding applicable procedures and methods; interpret and explain rules and regulations; answer questions and resolve problems or complaints.
- Prepare and monitor Authority disbursements, prepare checks, and oversee distribution and mailing of checks to vendors or claimants.
- Establish and maintain a variety of accounts and records; assign codes and numbers as needed.
- Maintain all payable records including requisitions, purchase orders, invoices, vouchers, check registers, and other files and records for reporting and auditing purposes.
- Audit invoices against purchase orders; verify encumbrances; research discrepancies; prepare payment request vouchers; prepare warrant list for presentation to the Authority

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

Board of Directors; prepare billings and related correspondence for accounts receivable; institute small claims action when necessary.

- Research and answer vendor, employee, and division questions regarding the status of accounts, payments, and the proper coding of transactions.
- Maintain various ledgers, registers, and journals according to established accounting policies and procedures.
- Maintain Authority fixed asset recording system; impact and update asset data; prepare and reconcile reports; tag asset items; perform field inspection and inventory of fixed assets.
- Assist professional level staff with operations and maintenance of budget, capital improvement program, internal service charging, cash reconciliation and purchasing.
- Perform complex accounting support duties within the Authority's accounting system including the areas of payroll, accounts receivable and accounts payable.
- Open and close accounts; receive and input payments and deposits.
- Maintain records of receivables; prepare invoices; prepare monthly billings for miscellaneous charges including landfill usage, airport rental spaces, damage charges and other services.
- Prepare and monitor the Authority's payroll; audit all time sheets and verify for accuracy including balancing and reconciling payroll and time off reports, deduction reports and payroll tax returns.
- Confer with Authority divisions and individuals regarding changes in payroll status and deduction changes; respond to questions from divisions regarding account numbers, balances, and correction of posting errors; provide technical information and instruction to divisional personnel regarding procedures and methods involved in processing payroll; interpret and explain rules and regulations involving payroll.
- Prepare list and maintain files of Authority vendors and partner agencies, forward copies of listings to other divisions.
- Close cash and receipts register daily, post to financial system.
- Prepare reports on revenues and expenditures.
- Prepare and input journal entries into general ledger system; prepare revenues and expenditure reports as directed.
- Research background information, compile and prepare a variety of statistical and financial reports. Audit and maintain files and records; prepare periodic reports.
- Prepare various reconciliation, such as cash and accounts receivable.
- Operate a variety of computer, office and communication equipment and programs in while performing assigned duties.
- Perform related duties as assigned

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Generally accepted accounting principles.
- Basic principles and practices of governmental accounting and financial record keeping.
- Advanced bookkeeping principles.
- Modern office procedures, methods, and computer equipment.
- Personal computer applications and programs, such as Microsoft Word and Excel.
- Record keeping practices and procedures.
- Principles of business mathematics.

Demonstrated Ability to:

- Maintain and balance a variety of financial records, ledgers and accounts.
- Perform varied technical accounting work.
- Operate a typewriter, calculator, personal computer, computer terminal and other office equipment.
- Maintain a variety of files.
- Type at a speed necessary for successful job performance.
- Perform procedures in an organized and accurate manner.
- Accurately count, record and balance assigned transactions.
- Understand and carry out oral and written instructions.
- Establish and maintain cooperative working relations with those contacted in the course of work.
- Provide quality customer service.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three (3) years of increasingly responsible clerical accounting and bookkeeping experience. Government accounting experience is desirable.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

Education and Training:

Equivalent to completion of the twelfth grade supplemented by two years specialized training or college level accounting courses.

Licenses and Certificates:

Possession of, or ability to obtain and maintain, a valid California Driver's License.

TOOLS

Phones; frequent use of personal computer and printer, including word processing spreadsheet software; statistical computer programs and software; copy machine; postage machine; fax machine; base radio; 10-key calculator, typewriter, shredder, and standard office equipment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk or hear. The employee is required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. May be expected to lift and move containers weighing up to 15 pounds. Person must be able to read 8 pitch print and decipher long handwriting of other people.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The positions work in an office environment where the temperature remains constant. The noise level in the work environment is moderately noisy. There may be intermittent interruptions from phones, public inquiries, and other staff.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

ADMINISTRATIVE ASSISTANT I

Class Title:	Administrative Assistant I	Class Code:	079
Division(s):	Administration and CCR	Unit:	Unrepresented - AC
EEO Code:	80	Effective Date:	07/01/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under supervision, to perform a variety of clerical and administrative office support duties that are specialized to an assigned division; to provide receptionist duties, customer service to the public and internal customers, basic clerical accounting support and furnish accurate information and assistance regarding divisional policies and procedures; utilize a variety of computers, office equipment, programs, and software, and communication devices to process data and information, prepare documents, reports, schedules, and presentations; and to perform other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is the entry level in the Administrative Assistant classification series. Incumbents perform an assigned range of duties and are expected to become more and more proficient at the full range of duties requiring more specialized knowledge and skills in an assigned area. Incumbents may possess or acquire through the performance of duties, technical or functional expertise in a program area.

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from management or higher-level administrative office support staff. Provides no supervision.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Assist the public over the telephone or in person and provide information on divisional policies and procedures in response to inquiries and complaints related to assigned area of responsibility; refer inquiries as appropriate.
- Type, edit, proof, and process a variety of documents including general correspondence, agendas, proclamations, memos, and statistical charts from rough draft, transcribe from recordings or verbal instruction.
- Perform a wide variety of general clerical work including the maintenance of accurate and detailed records and files, verifying accuracy of information, identifying discrepancies, and researching those assigned, and recording information.
- Research and compile information and data, as assigned for statistical and financial reports; update a variety of statistical records; check and tabulate statistical data.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Operate a variety of office machines, including computer equipment, multi-line phones, mobile phones, radios, postage meters, fax/print/copy machines.
- Use a variety of computer software and including document, spreadsheet, database, graphic design, communication, publishing, web and social media, photo and imaging, and may use software particular to the area assigned, may be assigned to update web presence or social media.
- Review and maintain a variety of records and files for information and data related to area of responsibility.
- Compile, edit, distribute, and track responses to request for proposal, request for qualifications, and request for information packages using Authority template and information provided by a Division Chief or assignee.
- Provide support for purchasing, solicit prices from vendors, create and update POs, track contract begin and end dates and amounts, file certificates of insurance and track expiration, request renewals, if assigned.
- Compile narratives and articles from gathered materials, combine materials for internal and external media as assigned.
- Contact the public and outside agencies in acquiring and providing information and making referrals.
- Maintain appointment calendars for supervisors.
- Schedule appointments, meetings, and various other divisional activities.
- Prepare support for budget preparation, track and monitor expenditures; prepare supporting schedules and compile budget reports.
- Receive, sort, and distribute incoming and outgoing correspondence and transport mail to Post Office when necessary.
- Provide administrative support to finance and purchasing related to purchase orders, work orders, inventory, and other assigned tasks or functions.
- Order and maintain office supplies.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Modern office practices, policies, procedures, methods.
- Standard office equipment such as telephone, personal computer, printer, typewriter, copier, microfilm, electronic mail, calculator, fax and other standard office machines.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Computer software such as word processing, data base, and spreadsheet calculations.
- Receptionist and telephone techniques.
- Proper English usage, spelling, grammar, and punctuation including basic mathematics.
- Methods and procedures of purchasing.

Demonstrated Ability to:

- Interpret and apply the policies and procedures of the function to which assigned.
- Perform general clerical work including maintenance of appropriate records and compiling information for reports.
- Operate and use modern office equipment including a word processor and related equipment.
- Transcribe and/or type or use word processing to produce clear, clean, accurate documents in a timely manner.
- Perform basic mathematical calculations.
- Accept fees and charges including making change and deposits and perform basic record keeping duties.
- Establish and maintain effective work relationships with those contacted in the course of work.
- Communicate effectively, both orally and in writing.
- Understand and carry out oral and written directions.
- Maintain a regular and reliable level of attendance.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

One (1) year of increasingly responsible general office support experience including customer service duties and the use of a variety of office and computer equipment and software.

Education:

High School Diploma or equivalent. Specialized course work in office practices such as computer software packages, typing, filing, and bookkeeping is desirable.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

Licenses and Certificates:

Possession of, or ability to obtain and maintain, a valid California Driver's License.

TOOLS

A variety of office machines including single and multi line phones, mobile phones, computer, tablet, printer, copy machine, postage meter, fax machine, base radio, 10-key calculator, typewriter, and shredder.

May be required to drive vehicle to deliver items.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, the ability to discern colors, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works inside where the temperature remains constant. The noise level in the work environment is moderate to noisy. There are frequent interruptions from phones, public inquiries, and other staff.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

ADMINISTRATIVE ASSISTANT II

Class Title:	Administrative Assistant II	Class Code:	080
Division(s):	Administration and CCR	Unit:	Unrepresented - AC
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general supervision, to perform a wide variety of complex clerical and administrative office support duties that are specialized to an assigned division; to provide receptionist duties, customer service to the public and internal customers, basic clerical accounting support and furnish accurate information and assistance regarding divisional policies and procedures utilize a variety of computers, office equipment, programs, and software, and communication devices to process data and information, prepare documents, reports, schedules, and presentations; and to perform other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is a journey level classification in the Administrative Assistant classification series. Incumbents perform the full range of duties requiring more specialized knowledge and training in an assigned area. Incumbents possess technical or functional expertise in a program area and are assigned specialized duties.

An Administrative Assistant II may be filled by external recruitment or by internal promotion of an Administrative Assistant I who has demonstrated successful performance of all duties, responsibilities, and behavioral expectations of an Administrative Assistant I and has met all minimum qualifications for the II level classification.

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from management or higher-level administrative office support staff.
Provides no supervision.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Assist the public over the telephone or in person and provide information on divisional policies and procedures in response to inquiries and complaints related to assigned area of responsibility; refer inquiries as appropriate.
- Create, edit, type, proof, and process a variety of documents including general correspondence, agendas, proclamations, memos, and statistical charts from rough draft, transcribe from recordings or verbal instruction.

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Job Descriptions

- Perform a wide variety of general clerical work including the maintenance of accurate and detailed records and files, verifying accuracy of information, researching discrepancies, and recording information.
- Independently research and compile information and data for statistical and financial reports; maintain a variety of statistical records; check and tabulate statistical data.
- Operate a variety of office machines, including computer equipment, multi-line phones, mobile phones, radios, postage meters, fax/print/copy machines.
- Use a variety of computer software and including document, spreadsheet, database, graphic design, communication, publishing, web and social media, photo and imaging, and may use software particular to the area assigned.
- Initiate and maintain a variety of records and files for information and data related to area of responsibility, may be assigned to update web presence or social media.
- Compose narratives and articles regarding assigned area for internal and external media as assigned.
- Contact the public and outside agencies in acquiring and providing information and making referrals.
- Prepare, compile, distribute, and track responses to request for proposal, request for qualifications, and request for information packages using Authority template and information provided by a Division Chief or assignee.
- Provide support for purchasing, solicit prices from vendors, create and update POs, track contract begin and end dates and amounts, file certificates of insurance and track expiration, request renewals, if assigned.
- Maintain appointment calendars for supervisors.
- Schedule appointments, meetings, and various other divisional activities.
- Assist in budget preparation and monitor expenditures; prepare budget reports.
- Receive, sort, and distribute incoming and outgoing correspondence and transport mail to Post Office when necessary.
- Order and maintain office supplies.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Modern office practices, policies, procedures, methods.
- Standard office equipment such as telephone, personal computer, printer, typewriter, copier, microfilm, electronic mail, calculator, fax and other standard office machines.

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- Computer software such as word processing, data base, and spreadsheet calculations.
- Receptionist and telephone techniques.
- Proper English usage, spelling, grammar, and punctuation including basic mathematics.
- Methods and procedures of purchasing.

Demonstrated Ability to:

- Interpret and apply the policies and procedures of the function to which assigned.
- Perform general clerical work including maintenance of appropriate records and compiling information for reports.
- Operate and use modern office equipment including a word processor and related equipment.
- Transcribe and/or type or use word processing to produce clear, clean, accurate documents in a timely manner.
- Perform basic mathematical calculations.
- Accept fees and charges including making change and deposits and perform basic record keeping duties.
- Establish and maintain effective work relationships with those contacted in the course of work.
- Communicate effectively, both orally and in writing.
- Understand and carry out oral and written directions.
- Maintain a regular and reliable level of attendance.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two (2) years of increasingly responsible general office support experience including customer service duties and the use of standard computer office software packages.

Education:

High School Diploma or equivalent. Specialized course work in office practices such as computer software packages, typing, filing, and bookkeeping is desirable.

Licenses and Certificates:

Possession of, or ability to obtain and maintain, a valid California Driver's License.

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TOOLS

A variety of office machines including single and multi line phones, mobile phones, computer, printer, copy machine, postage meter, fax machine, base radio, 10-key calculator, typewriter, and shredder.

May be required to drive vehicle to deliver items.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, the ability to discern colors, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works inside where the temperature remains constant. The noise level in the work environment is moderate to noisy. There are frequent interruptions from phones, public inquiries, and other staff.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

ADMINISTRATIVE TECHNICIAN

Class Title: Accounting Technician Class Code: 084

Division(s): Administration and Finance Unit: Unrepresented - AC

EEO Code: 80 Effective Date: 7/1/2021

FLSA Status: Non-Exempt Revision History:

Retirement: Miscellaneous W/C Code: 9410

DESCRIPTION

Under general supervision, performs a variety of technical and administrative support duties requiring the application of procedural, program, and compliance knowledge in support of a department; coordinates assigned programs, projects, and services with other departments, divisions, and outside agencies; performs research and routine analysis on a wide variety of special projects; assumes ongoing, technical responsibilities specific to software systems including developing, integrating, and maintaining data and databases; researches, gathers, and interprets statistical data; performs a variety of office support duties; and performs related duties, as assigned.

DISTINGUISHING CHARACTERISTICS

This is a technical classification providing specialized and deep technical support for an assigned department, division, or program. The work has technical and procedural aspects, requiring the interpretation and application of and ensuring compliance with policies, procedures, requirements, and regulations. Responsibilities include customizing, updating and maintaining critical database and record systems that have extensive impact on departmental operations. Incumbents serve to relieve the supervisor of performing both administrative and technical work and are expected to function with very little direct oversight. Successful performance of the work requires the frequent use of tact, discretion, and independent judgment, knowledge of departmental activities, and extensive staff contact. This class is distinguished from the Administrative Assistant classification in that the latter is responsible for applying clerical and administrative procedures and requirements to perform duties that facilitate the work of an office and/or unit.

SUPERVISION RECEIVED AND EXERCISED

The Accounting Technician receives general supervision from supervisory or management staff; the Accounting Technician may exercise technical and functional supervision over clerical staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Performs technical work in support of an assigned department; applies technical procedures, methods, and techniques to support program and management analysis

Accounting Technician

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functions and processes; monitors and explains operational and program requirements and processes to various stakeholders.

- Monitors, coordinates, organizes, and carries out administrative and technical assignments and projects; researches and compiles information and data from internal and external sources on topics related to assigned areas of responsibility; reviews, organizes, and summarizes data collected; compares data to identify trends and discrepancies; presents preliminary findings and recommendations in an appropriate format for review by senior professional, supervisory, or management staff.
- Researches, interprets, and ensures compliance with laws, codes, rules, and regulations, and City program guidelines, policies, and procedures related to assigned areas of responsibility.
- Organizes, coordinates, maintains, and updates City record systems including CMMS, training, asset management registry, GIS, and inventory; enters and updates information with departmental activity, files, and report summaries; prepares documents for imaging; organizes and maintains various administrative, reference, imaging, and follow-up files; periodically reviews and purges files in accordance with the records retention policy.
- Maintains CMMS database, including asset records, system codes, asset repair and maintenance history, work orders, schedules; updates employee rates; performs quality control activities.
- Creates custom reports from the CMMS database that meets the needs of City users and external agencies; ensures quality control of report data.
- Assists with the implementation, administration, and maintenance of the City GIS; provides database coordination and system administration and integration.
- Provides technical support and coordination on capital improvement projects with contractors, utility companies, other agencies and the public on routine capital maintenance projects.
- Assists with special studies and projects; collects and analyzes data using statistical methods and automated software applications.
- Maintains administrative records systems for program/project area to which assigned; collects and inputs program data into automated systems.
- Assists professional staff with grant application and administration.
- Verifies and reviews forms and reports for completeness and conformance with established regulations and procedures; applies departmental and program policies and procedures in determining completeness of applications, records, and files.
- Prepares, processes, and tracks purchase requisitions for services and materials; enters purchase information into computer system; ensures issuance of purchase order; coordinates delivery of services and materials; receives and reconciles vendor invoices.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Administrative techniques, including the principles of accounting and budget.
- Technology, hardware and software, and current applications related to assignment, including database management, mapping and report generation, and web applications.
- Principles and practices of digitizing, data conversion, and data management.
- Basic principles and techniques of research, data collection, and report preparation.
- Methods and techniques of preparing technical reports.
- Principles and practices of record keeping.
- Business arithmetic and statistical techniques.
- Applicable Federal, State, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination.
- Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation.

Demonstrated Ability to:

- Configure, integrate, and maintain data and databases, websites, and related applications to support business needs.
- Prepare clear and concise technical documentation, reports of work performed, and other written materials.
- Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative.
- Establish and maintain a variety of filing, record keeping, and tracking systems.
- Make accurate arithmetic, financial, and statistical computations.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.

- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Equivalent to an associate degree in business administration, public administration, or a related field and two (2) years of increasingly responsible experience with database administration. Experience with utility or public works infrastructure desirable.

Licenses and Certifications:

- Possession of, or the ability to obtain, a valid Class C California driver's license upon appointment.
- May be required to complete National Incident Management System (NIMS) Training.

Education and Training:

Equivalent to completion of the twelfth grade supplemented by two years specialized training or college level accounting courses.

Licenses and Certificates:

Possession of, or ability to obtain and maintain, a valid California Driver's License.

TOOLS

Phones; frequent use of personal computer and printer, including word processing spreadsheet software; statistical computer programs and software; copy machine; postage machine; fax machine; base radio; 10-key calculator, typewriter, shredder, and standard office equipment.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, and to operate a motor vehicle to visit various City and meeting sites; climb and descend ladders to reach or inspect equipment located above or below ground; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. Standing in and walking between work areas is frequently required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification frequently bend, stoop, kneel, and reach to perform assigned duties, as well as push and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds with the use of proper equipment.

ENVIRONMENTAL CONDITIONS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, dust, dirt, and hazardous chemical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

WORKING CONDITIONS

N/A

DISASTER SERVICE WORKER

All City of Tracy employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

PERMIT TECHNICIAN I

Class Title:	Permit Technician I	Class Code:	170
Division(s):	CRR	Unit:	Unrepresented -
PT			
EEO Code:	70	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general supervision, performs paraprofessional and administrative duties for the operations of the Community Risk Reduction Division and provides permit-related information to internal and external customers.

DISTINGUISHING CHARACTERISTICS

Incumbents in this class perform a variety of routine and technical tasks issuing and reviewing permit applications.

Initially, work is performed under close supervision; however, as the skill level and experience develops, incumbents are expected to utilize and apply independent judgment in permit intake and processing, interpreting regulations and policies, calculating permit fees, resolving routing, complaint, and related activities. Work is characterized by extensive use of electronic information, permit tracking systems, and substantial direct customer and telephone contact.

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from the Fire Marshal or his/her designee.

Exercises no supervision.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Greet customers, schedule inspection appointments, and receive calls for information requests, direct callers and provide the correct information to customers.
- Advise contractors, developers, engineers, architects, and the public on routine and well documented permit process requirements and permit status.
- Verify contractors' licenses, appropriate business licenses, worker's compensation, insurance, and property ownership
- Calculate permit fees. Ensures all permit fees are paid or, if deferred, that appropriate documentation is recorded.
- Interpret simple blueprints and building plans for processing and code compliance.
- Review applications for completeness so that plans can be review for accuracy and compliance with local, state, and Federal regulations and policies.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Coordinate daily inspection schedule. Retrieve messages from the inspection message line and log into inspection computer, verify that the inspection requested is the correct inspection needed. Research if necessary the type of inspection required.
- Research permit application status in response to inquiries from staff and the public.
- Update permit applications status in response to inquiries from staff and the public.
- Update permit records and file; enters data into the automated system; logs permit activities.
- Collect and compile data as directed for the preparation of reports and statistical information.
- Circulate permit submittal to other divisions and consultants for review and comment and records responses.
- Issue permits, as directed, that are in compliance with standardized requirements.
- Prepare and issue bills, receipts, letters, statistical reports and other forms, and schedule inspections in compliance with standardized requirements. Respond to public inquiries at the counter, by phone, and in writing.
- Coordinate archiving of records.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Basic mathematics.
- Basic plan check and building permit, fire or hazardous materials permit approval process and procedure.
- Local building and fire codes.
- Basic construction practices and concepts.
- Effective public contact techniques in person, on the telephone, and through written communication.
- Manual and automated filing and permit tracking systems and record keeping.

Demonstrated Ability to:

- Work on several tasks simultaneously, plan and organize workload, and meet deadlines Read and analyze simple plans and blueprints.
- Work independently within established policies and procedures.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Operate a keyboard utilizing word processing, spreadsheet, e-mail, and permit tracking software.
- Perform detailed review of permit submittal and prepare responses to ensure completeness and conformance to processing requirements.
- Establish and maintain effective working communication and relationships with those contacted in the performance of required duties.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two (2) years of responsible administrative experience involving extensive public contact and document processing, preferably one year with a public agency.

Education:

High School Diploma or equivalent.

College-level coursework in building code requirements, fire science, or hazardous materials code requirements are highly desirable.

Licenses and Certificates

Possession of, or ability to obtain an appropriate, valid California drivers' license or the ability to convey oneself timely from one work location to another and maintain expected productivity.

TOOLS

Requires frequent use of personal computer, including word processing, database and spreadsheet programs; electronic scheduling; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk. Perform simple grasping and fine manipulation.

Communicate extensively through the use of a telephone and/or a personal computer, and communicate in written form.

The employee must occasionally lift and/or move up to 20 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

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WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

PERMIT TECHNICIAN I

Class Title:	Permit Technician I	Class Code:	170
Division(s):	CRR	Unit:	Unrepresented -
PT			
EEO Code:	70	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general supervision performs paraprofessional and administrative duties for the operations of the Community Risk Reduction Division. Provides permit-related information to internal and external customers.

DISTINGUISHING CHARACTERISTICS

Incumbents in this class perform a variety of routine and technical tasks issuing and reviewing permit applications.

Initially, work is performed under close supervision; however, as the skill level and experience develops incumbents are expected to utilize and apply independent judgment in permit intake and processing, interpreting regulations and policies, calculating permit fees, resolving routing complaint and related activities. Work is characterized by extensive use of electronic information, permit tracking systems and substantial direct customer and telephone contact.

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from the Fire Marshal or his/her designee.

Exercises no supervision.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Greet customers, schedules inspection appointments, and receives calls for information requests, directs callers and/or provide the correct information to customers.
- Advise contractors, developers, engineers, architects, and the public on routine and well documented permit process requirements and permit status.
- Verify contractors' licenses, appropriate business licenses, worker's compensation, insurance and property ownership
- Calculate permit fees. Ensures all permit fees are paid or, if deferred, that appropriate documentation is recorded.
- Interpret simple blueprints and building plans for processing and/or code compliance.
- Review applications for completeness so that plans can be review for accuracy and compliance with local, state, and Federal regulations and policies.
- Coordinate daily inspection schedule. Retrieve messages from the inspection message line and log into computer, verify that the inspection needed is the correct inspection needed. Research if necessary the type of inspection required.

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Job Descriptions

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- Research permit application status in response to inquiries from staff and the public.
- Update permit applications status in response to inquiries from staff and the public.
- Update permit records and file; enters data into automated system; logs permit activities.
- Collect and compile data as directed for preparation of reports and statistical information.
- Circulate permit submittal to other divisions and consultants for review and commend, and records responses.
- Issue permits, as directed, that are in compliance with standardized requirements.
- Prepare and issue bill, receipts, letter, statistical reports and other forms, and schedule inspections in compliance with standardized requirements. Respond to public inquiries at counter, by phone and in writing.
- Coordinate archiving of records.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Basic mathematics.
- Basic plan check and building permit, fire or hazardous materials permit approval process and procedure.
- Local building and fire codes.
- Basic construction practices and concepts.
- Effective public contact techniques in person, on the telephone, and through written communication.
- Manual and automated filing and permit tracking systems and record keeping.

Demonstrated Ability to:

- Work on several tasks simultaneously, plan and organize workload, and meet deadlines Read and analyze simple plans and blueprints.
- Work independently within established policies and procedures.
- Operate a keyboard utilizing word processing, spreadsheet, e-mail, and permit tracking software.
- Perform detailed review of permit submittal and prepare responses to ensure completeness and conformance to processing requirements.

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- Establish and maintain effective working communication relationship with those contacted in the performance of required duties.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two (2) years of responsible administrative experience involving extensive public contact and document processing, preferably one year with a public agency.

Education:

High School Diploma or equivalent.

College-level coursework in building code requirements, fire science, or hazardous materials code requirement is highly desirable.

Licenses and Certificates

Possession of, or ability to obtain an appropriate, valid California drivers' license.

TOOLS

Requires frequent use of personal computer, including word processing, database and spreadsheet programs; electronic scheduling; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk. Perform simple grasping and fine manipulation.

Communicate extensively through the use of a telephone and/or a personal computer, and communicate in written form.

The employee must occasionally lift and/or move up to 20 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

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Job Descriptions

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This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

EMERGENCY MEDICAL SERVICES MANAGER

Class Title:	Emergency Medical Services Manager	Class Code:	140
Division(s):	Administration	Unit:	Safety
EEO Code:	76	Effective Date:	3/16/2021
FLSA Status:	Exempt	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

Under the Direction of the Fire Chief or designee, assists in administrative operations for pre-hospital emergency medical services, including budget development and overseeing; develops policies and procedures for emergency management programs; develops, reviews, coordinates, monitors and evaluates the Authority's Emergency Medical Services Program(s); exercises quality control over the Authority's Emergency Medical Services program(s); develops and conducts educational training related to the provision of Emergency Medical Services at the Basic and Advanced Life Support levels, including paramedic training program(s); provides emergency response training to Authority employees and citizen's groups; as the Authority's Liaison, provides expertise in program elements and technical assistance to public and private agencies.

DISTINGUISHING CHARACTERISTICS

This is a single incumbent classification which is currently designed for a sworn incumbent but may, if in the interest of the Authority, be filled by a non-sworn employee. The classification is responsible for the daily administrative, analytical and oversight activities associated with ensuring that EMS providers are in conformance with Federal, State, and Local regulations, guidelines and standards related to the delivery of pre-hospital emergency medical care and response to medical emergencies; Coordinates work with suppression personnel, outside agencies, the Prescribing Physician and the general public to effectively deliver the Emergency Medical Services Program.

SUPERVISION RECEIVED AND EXERCISED

The Emergency Medical Services Manager receives supervision from the Chief Officer or designee. May exercise lead functional or technical direction over assigned paramedic staff, contractors, and vendors.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Monitors assigned program components and Emergency Medical Services (EMS) personnel for compliance with State and local laws and regulations; develops program objectives; recommends and implements EMS policies, procedures, and protocol standards.
- Evaluates, coordinates, and monitors quality assurance issues; designs and implements quality assurance mechanisms for evaluation of system compliance and patient

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outcome; evaluates and analyzes Emergency Medical Services (EMS) needs, trends and system effectiveness and makes recommendations for improvement.

- Investigates and makes recommendations for follow up or corrective action on all citizen and public safety agency complaints or inquiries about Pre-hospital Care System and Emergency Medical Services (EMS) delivery by paramedics and Emergency Medical Technicians (EMTs).
- Monitors changes in local, state, and federal regulations and establishes Authority policies and procedures to assure compliance with standards.
- Participates in the development of budgets and related documents for federal, State and Fire Authority funding, and oversees the expenditure of funds.
- Reviews existing operations; recommends and implements new/revised policies and procedures in response to changing Authority, divisional, organizational, and system needs.
- Advises the division in planning and evaluating the delivery of emergency medical services and assists in the development of policies and procedures to optimize patient care and minimize risk.
- Coordinates and supervises the division's delivery of basic and advanced life support services through development of objectives and implementation of policies, procedures and operating standards.
- Represents the division before civic and community groups; promotes and responds to media and public inquiries; prepares new and revised ordinances or codes to implement emergency medical services programs; increases community participation in the programs via outreach activities
- Represents the division on various county and state committees.
- Serves as liaison to local hospitals and maintains open lines of communication between division and facilities.
- Acts as the chairperson of the division's Continuous Quality Improvement Committee and solicits input from shift representatives.
- Stocks and maintains supplies for the Emergency Medical Services (EMS) Program; schedules regular testing procedures to insure operational efficiency.
- Assesses medical equipment, supplies, and related facilities support services; manages logistics and contracts.
- Prepares draft reports defining medical audit methods and procedures and study results for the San Joaquin County Emergency Medical Services (EMS) Authority.
- Ensures that Authority paramedics and Emergency Medical Technicians (EMTs) are maintaining certifications, licenses, accreditations, and are performing required patient care benchmark skills.
- Oversees the licensing and re-licensing of Authority paramedics and EMT's.
- Evaluates instructional programs and materials for content and results in compliance with Emergency Medical Services (EMS) and Agency requirements.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
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- Conduct field observations, including ride-alongs with personnel to observe performance during actual responses and assure compliance with policies and procedures, file reports and recommendations for improvements.
- Participates in Emergency Medical Services (EMS) annual budget planning process.
- May be assigned to negotiate and recommend agreements with public, non-profit, and private agencies in support of Emergency Medical Services (EMS) Program.
- Works with the Division's Prescribing Physician regarding the acquisition, oversight, and maintenance of security compliance for narcotics.
- Manages the controlled substances restock program in collaboration with the Prescribing Physician. Other duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- EMS terminology and equipment related to the delivery of pre-hospital EMS. Communication techniques required for gathering, evaluating, and transmitting information.
- Effective interviewing, counseling, and instruction techniques.
- Principles and practices of emergency medicine for planning, development, and implementation of comprehensive and effective EMT and Paramedic training programs, including methodologies, techniques, legal and ethical guidelines related to the practice and administration of EMS programs. Federal, State and Local laws, regulations, policies, procedures, and protocol related to the delivery of EMS.
- Office procedures, methods and equipment including computers and applicable software applications. Principles and practices of effective supervision including training, work evaluation and discipline.
- Concepts and principals of EMS quality improvement.
- Communicable diseases, blood borne pathogens and exposure treatment modalities.

Demonstrated Ability to:

- Organize, plan, implement and assume management of the EMS program, including scheduling, coordination, and conflict resolution.
- Assist in planning, coordinating, monitoring, and evaluating the Authority's EMS programs and technical area.
- Perform programmatic and administrative duties involving the use of independent judgment and personal initiative.

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- Understand, interpret, and apply administrative and Authority policies and procedures as well as pertinent Federal, State and Local laws, codes and regulations including those that affect the operation and administration of the Basic and Advanced Life Support Programs.
- Provide support to the EMS training program and evaluation of effectiveness.
- Evaluate the performance of Paramedic and EMT personnel around emergency medical services.
- Evaluate the provision of paramedic and EMT medical care through direct observation and review of medical reports.
- Be proactive in anticipating and preparing for changing trends in the provision of health care in general and EMS.
- Identify and respond to community and organization issues, concerns, and needs.
- Coordinate services with public agencies and groups, physicians and other medical professionals, representatives of interested community groups, institutions, and the public.
- Participate in the preparation and administration of budgets and inventory management.
- Work under steady pressure with frequent interruptions and a high degree of public contact by phone and in person.
- Conduct research, analyze, and prepare statistical and technical reports, and present effective oral and written reports in a clear, logical manner.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three (3) years of responsible experience in the administration and/or education of either an emergency medical services or major medical services training program.

Education:

An associate degree from an accredited college with major coursework in healthcare administration, nursing, public health education, public safety, or closely related field.

Licenses and Certificates:

Possession of a valid California Class C driver license and a satisfactory driving record as determined by the Authority.

Possession of a Paramedic License in the State of California or higher. Possession of a California Registered Nurse license is highly desirable.

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SPECIAL REQUIREMENT:

Must be willing to be on call, when necessary. Must also be able to attend evening and weekend meetings if needed.

TOOLS

Personal computer, including spreadsheet and word processing software; telephone; copy and fax machine; erase boards and flip charts; emergency medical (Basic Life Support (BLS) & Advanced Life Support (ALS) equipment; city vehicle.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Primary functions require sufficient physical ability to work in an office setting and operate office equipment and to occasionally perform duties outdoors at emergency scenes with paramedics. CONTINUOUS sitting, upward and downward flexion of neck, side-to-side turning of neck; light grasp and fine finger dexterity to operate office equipment such as computer keyboards, telephones, pencils, and other writing materials; moderate grasp to lift books, manuals, and supplies. FREQUENT walking, bending, and stooping, pushing/pulling.

OCCASIONAL standing, squatting, climbing; lifting objects weighing up to 25 lbs. from below waist to chest level and transporting distances up to two city blocks; moderate to firm twist/torque to manipulate dials, knobs, open compartments in paramedic units.

INFREQUENT reaching at and above shoulder height, kneeling, twisting at waist; lifting objects weighing up to 25 lbs. at and above shoulder level. In emergency situations may be required to operate various medical equipment and/or perform medical procedures consistent with incumbent's level of certification.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, exposure to temperature swings from indoors to outdoors; extreme noise of sirens and emergency equipment; working outdoors at emergency scenes with paramedics; fumes and odors of medical supplies and chemicals; dust from atmospheric conditions, emergency scenes and excessive paperwork; hazardous materials at emergency scenes, including communicable diseases, blood, and bodily fluids. Work may be performed outside regular working hours with unscheduled breaks. Work may be performed in office or field; some functions of position may be appropriate for telecommuting on approval of a Division Chief. Work environment is both formal and informal, team and autonomy oriented, having both routine and variable tasks, with variable pace and pressure, frequently fast paced.

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Vision: See in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment.

Hearing: Hear in the normal audio range with or without correction. Frequent hearing and talking, in person and on the phone.

Dexterity: Frequent repetitive motion; frequent writing; frequent grasping, holding, and reaching.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

DRAFT

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Job Descriptions

EXECUTIVE ASSISTANT

Class Title:	Executive Assistant	Class Code:	70
Division(s):	Administration	Unit:	Unrepresented - AC
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general supervision, to plan, organize, coordinate, and manage administrative functions of an assigned department; perform a variety of complex advanced executive support duties for departmental management and assigned department programs; may exercise functional and technical supervision over administrative support staff; and to perform other related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Executive Assistant is an advanced journey level classification in the Administrative support family of positions responsible for providing a full range of advanced administrative and executive support to the Fire Chief and management staff on assignments in a wide variety of departmental areas requiring independent decision making, judgment and initiative, application of in-depth and comprehensive knowledge of department policies and procedures, and the ability to apply critical thinking to complex problems, maintain a calm demeanor, and use sound judgment in decision-making and carrying out the duties of the position.

SUPERVISION RECEIVED AND EXERCISED

Providing lead direction over lower-level administrative office support staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Participate and assist in the administration of the department and assigned department programs; perform a wide variety of complex, highly responsible administrative duties; meet time sensitive deadlines.
- Interact with the public, all levels of Authority personnel, representatives from businesses and community organizations, Board of Directors, commissions, committees, councils, and advisory bodies in the performance of assigned duties.
- Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for budget items; monitor and control expenditures; maintain financial statistics.

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Job Descriptions

- Independently research and compile data for reports and projects, display information in charts and spreadsheets, develop, and maintain various sensitive documents and files, assist in administer department programs and budgets.
- Perform independent complex research; identify sources; collect and assemble detailed data, materials, and manuals; compile, organize and display information for special projects and various reports.
- Prepare comprehensive detailed reports and summaries; display information in charts and spreadsheets; perform arithmetical and statistical calculations.
- Prepare and monitor documents related to contracts, plans, and claims; ensure compliance with agreements, rules, and regulations.
- Enter data into computer; initiate and maintain a variety of detailed and accurate files and records; maintain manuals and update resource material; manage and maintain calendars and schedules.
- Coordinate administrative workflow; organize and evaluate administrative functions; recommend organizational or procedural changes affecting support activities; develop administrative methods for new projects; monitor administrative operations, policies, and procedures.
- Provide direction to administrative support staff including planning, prioritizing, assigning, reviewing, and overseeing work; monitor staff performance; determine work priorities and methods; participate in staff selection and training; provide input to performance evaluations; work with employees to correct deficiencies; recommend corrective action.
- Schedule and coordinate training; manage personnel files and training records.
- Screen calls, visitors, mail, and e-mail; respond to requests for information and assistance; resolve and answer citizen questions, concerns, and complaints; interpret and explain Authority policies, procedures, laws, and regulations.
- Compose a variety of sensitive and detailed documents, letters, memoranda and instructions from brief notes or verbal information.
- Maintain schedules and calendars; plan, schedule, coordinate and oversee meetings, conferences, and civic functions; make travel arrangements.
- Oversee, authorize, and monitor orders for office supplies and other departmental purchases.
- Use standard computer office software and equipment including word processing and spreadsheet packages, databases, graphics, and may use desktop publishing or software particular to the area assigned.
- Perform related duties as assigned.

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• **MINIMUM QUALIFICATIONS**

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles of office management and organizational methods Principles and techniques of research methods.
- Modern office practices, policies, procedures, and methods; standard office equipment and applicable computer software.
- Policies and vision of the Authority; procedures and precedents applicable to the Authority; Organization and procedures of outside organizations dealt with in the course of work.
- Proper English usage, spelling, grammar, punctuation, math; business letter writing, report preparation; proof-reading.
- Principles of bookkeeping, record-keeping, basic accounting and/or basic budgeting Record-keeping and file systems.
- Applicable Federal, State, local laws, codes, and regulations Government contracting procedures.
- Basic principles of lead supervision; personnel practices and procedures Methods of customer service.

Demonstrated Ability to:

- Plan, coordinate, organize, analyze, and perform responsible, detailed, and complex administrative support work using independent judgment and personal initiative.
- Research and analyze information gathered to compose reports and special projects.
- Work cooperatively with member agency departments, the public, and outside agencies; establish and maintain effective relationships.
- Communicate clearly, concisely, and effectively, both verbally and in writing Read, interpret, and apply laws, ordinances, and departmental procedures Evaluate and recommend change to policies, programs, and practices.
- Understand and carry out directions and work effectively under pressure with frequent interruptions.
- Exercise discretion, initiative, and independent judgment; maintain confidential information.
- Compile and maintain accurate, complex, and extensive data and reports; set priorities and meet critical deadlines.
- Effectively operate computers with expertise in applicable programs Assist in the formation of policies, procedures, and budgets.

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- Analyze situations and adopt effective, appropriate course of action; analyze, evaluate, and resolve potentially sensitive issues through discussion and persuasion in order to gain concurrence and cooperation.
- Organize, delegate, and direct work of administrative support staff.
- Establish and maintain constructive and harmonious relationships with department heads, coworkers, and the general public.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five (5) years of increasingly responsible administrative support and customer service experience, including one year of experience providing direct support to a senior management level staff and/or serving in a lead or supervisory capacity. Office management experience preferred.

Education:

High School Diploma or equivalent, supplemented by specialized secretarial or college level courses in business, computer software, or courses related to assigned area.

Licenses and Certificates:

Possession of, or ability to obtain, a valid California driver license.

TOOLS

Requires frequent use of personal computer and related software programs; calculator, telephone, copy machine, and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk, or hear. The employee is required to use hands to finger, handle, feel, or operate objects, tools, or controls and reach with hands and arms and perform simple grasping and fine manipulation. On a continuous basis the employee must sit at a desk and in meetings for long periods of time. Intermittently the employee must twist to reach equipment surrounding the desk. May be expected to lift and move containers weighing up to 25 lbs. Specific vision abilities required include close vision and the ability to adjust focus.

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Job Descriptions

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The positions work in an office environment where the temperature remains constant. The noise level in the work environment is moderate to noisy. There may be intermittent interruptions from phones, public inquiries, and other staff.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

FIRE BATTALION CHIEF

Class Title:	Fire Batttalion Chief	Class Code:	150
Division(s):	Operations	Unit:	SCFCOA
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Exempt	Revision History:	
Retirement:	Safety	W/C Code:	9410

DESCRIPTION

The Battalion Chief performs responsible management, technical, and administrative work in commanding and coordinating emergency operations, hazardous materials mitigation, investigation, inspection, prevention, and personnel training activities; and provides highly responsible and technical assistance to the Fire Chief's management team.

DISTINGUISHING CHARACTERISTICS

This class is required to work a 56-hour workweek, work beyond regularly scheduled hours when required, serve as a strike team leader on extended deployments and provide direction and oversight of personnel assigned to his/her shift. Act as incident commander at emergencies when necessary. As a management level position, manages confidential and sensitive documents and information in an appropriate manner and act on behalf of the Fire Division Chief, in his/her absence. Support and implement Authority goals and objectives. Represents the Authority and Member Agencies in a professional manner.

SUPERVISION RECEIVED AND EXERCISED

- Receives direction and supervision from the Fire Chief or Fire Division Chief.
- Exercises direct, technical, and functional supervision over sworn, technical and clerical personnel.
- When assigned to a program area, responsible for program establishment, supervision, maintenance, and accountability of the program.
- May act on behalf of the Fire Division Chief in his/her absence.
- Act as Incident Commander at emergencies, until/unless relieved by the Fire Division Chief or Fire Chief.

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Job Descriptions

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Duties may include, but are not limited to the following:
- Plan, develop, and implement assigned program area.
- Plan, coordinate and direct the work assignments of fire personnel.
- Respond to fires and other life and property threatening emergencies and supervises the deployment, coordination, and safety of emergency resources in the mitigation of the emergency.
- Direct and supervise forces in the suppression of fires and in the control of incidents involving hazardous materials; ascertains the need for and type of equipment necessary to mitigate the emergency; makes technical decisions as to the best methods of extinguishing fires and controlling incidents after observing and receiving information about the emergency.
- Supervise, coach, train, mentor, and evaluate subordinate employees. Identify training needs, and recommend how needs can be met.
- Assist and participate in the preparation and administration of the division budget.
- Prepare written and oral reports, as directed by the Fire Division Chief, Fire Chief or designee. Manage sensitive documents and information appropriately.
- Perform research and make recommendations regarding capital purchases and facility improvements.
- Participate in the establishment and monitoring of employee performance objectives; prepare and present employee performance reviews.
- Recommend and provide staff training; work with employees to correct deficiencies. Recommend employee discipline and termination; and, implement discipline procedures.
- Participate as a member of the Fire Chief's management team; assists in the development and administration of division goals, objectives, administrative and operational policies.
- Interpret and enforce applicable rules, regulations and policies.
- Represents the Authority in the community and at professional meetings as required.

OTHER JOB RELATED DUTIES

Provide input to help formulate and improve all areas of Authority goals and objectives. Make public presentations, as assigned. Perform related duties, as assigned. Act as Authority liaison, when assigned.

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Job Descriptions

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles, practices and procedures of modern firefighting and emergency systems management that may be utilized for the protection of lives and property, including knowledge of command strategy and tactics at fires, emergency medical systems, the management of hazardous materials incidents, high rise fire strategies and tactics, wildland fire strategies and tactics and planning for large scale disasters.
- Federal, State, and local laws, codes and regulations pertaining to fire suppression, prevention, hazardous materials and personnel training.
- Labor relations practices and procedures, including the Firefighter Bill of Rights.
- Principles and practices of supervision, training and personnel management.
- Mutual Aid / Automatic Aid agreements.
- Organizational development and human relations.
- Principles and techniques of budget development.
- Systems technology, such as software used to track and account for division resources and programs.
- Modern office practices, procedures, methods and equipment.
- Short, intermediate and long-term strategic planning.

Demonstrated Ability to:

- Make effective use of personnel, equipment and apparatus in emergency situations.
- Analyze, develop and implement solutions essential to the mitigation of emergency events.
- Conduct a thorough fact-finding investigation and enforce regulations firmly, tactfully, and impartially.
- Develop and maintain good employee morale, motivation, discipline and employee relations within the fire authority.
- Work effectively and efficiently as a member of the authority management team.

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- Establish, supervise and modify assigned division programs in an effective and efficient manner.
- Prepare, supervise and modify program budget as assigned in an effective and efficient manner.
- Write clear and concise correspondence, reports, policies and procedures.
- Communicate clearly, concisely, and effectively, both orally and in writing to all levels of Fire Authority personnel.
- Develop and conduct training as assigned.
- Supervise, train and evaluate personnel on assigned shift.
- Properly interpret and make decisions in accordance with laws, regulations and policies.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Implement the assigned missions, goals and objectives of the authority as part of the management team.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Completion of Six (6) years of full-time suppression experience in a municipal fire department, and Four (4) years of experience as a full-time, paid Fire Captain in a municipal fire department.

Education:

Must possess: as a minimum, the equivalent of an Associate's degree from an accredited post-secondary institution.

Licenses and Certificates:

- Possession of Fire Officer or Company Officer Certificate in accordance with California State Fire Training requirements.
- Possession of or ability to obtain and maintain, an appropriate, valid California Class C Driver License.
- Possession of or ability to obtain and maintain an appropriate, valid Emergency Medical Technician Certificate.
- Shall maintain an appropriate, valid CPR certification.

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- Incumbent may have up to three years to complete Chief Fire Officer Certification in accordance with California State Fire Training requirements.
- Incumbent may have up to two years to qualify as a strike team leader.

SPECIAL REQUIREMENTS

On an annual basis, complete and meet the incumbent requirements of an NFPA 1582 physical exam.

In accordance with Authority policy, incumbents in this class are required to be non-smokers, as part of the qualifications for employment.

TOOLS

Emergency medical aid equipment, fire apparatus, radio, pager, personal computer, mobile data computer/tablet, phone, motor vehicle and self-contained breathing apparatus.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities per DMV requirements.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.

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The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

DRAFT

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

FIRE CAPTAIN

Class Title:	Fire Captain	Class Code:	040
Division(s):	Operations	Unit:	TFFA
EEO Code:	78	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

To supervise and direct the activities of those career and reserve personnel assigned to a particular site (station) in fire suppression, emergency rescue, fire inspections, fire investigations, and training activities; to serve as incident commander during emergency incidents until relieved by higher ranking officer.

DISTINGUISHING CHARACTERISTICS

Fire Captains are responsible for overseeing, training, supervising, and evaluating lower-level fire personnel, commanding a site, performing ongoing supervisory and administrative duties. Fire Captains differ from Battalion Chiefs in that they are responsible for a single site or engine crew, and are regularly assigned as incident commanders, whereas a Battalion Chief may be responsible for multiple engagements and incidents. Fire Captains may be assigned to shift work, to fill in as an acting Battalion Chief, or to fill an administrative position, such as training, with a regular 40-hour work week. Fire Captains must be able to demonstrate proficient performance in all the essential functions of lower-level fire classifications.

SUPERVISION RECEIVED AND EXERCISED

- Receives direction and supervision from a Battalion Chief or higher-ranking officer.
- Exercises immediate, technical, and functional supervision of subordinate staff including career and reserve personnel.
- As Incident Commander, exercise immediate supervision of all resources necessary to mitigate the emergency until/unless relieved by a higher-ranking officer.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Carry out the mission, goals and objectives of the Authority and Division in an effective and efficient manner.

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- Recommend and assist in the implementation of goals, objectives, policies and procedures; recommend operation methods and schedules.
- Plan and supervise the work assignments of fire personnel, including reserves, in an assigned company; provide input to staff and assigned personnel in the evaluation of performance as required by the Division, coach and evaluate staff, monitor employee performance objectives and work with employees to correct deficiencies.
- Direct firefighting and rescue operations until relieved by a superior officer; respond to fire alarms as an incident commander, and assume responsibility for the direction, performance and safety of assigned firefighting personnel at the scene of an emergency incident.
- Provide input for budget preparation; submit for needed equipment, supplies, programs; monitor and control expenditures.
- Assist in the minor maintenance and repair of fire suppression equipment and facilities.
- Maintain discipline and control of all functional elements and efficiently and effectively utilize those resources.
- Establish and regularly measure performance expectations of assigned personnel. Make staff program managers aware of possible methods to increase station or Authority's operational efficiency and effectiveness.
- Instruct and drill assigned personnel in firefighting methods, techniques, and related subjects.
- Enforce applicable rules, regulations, ordinances and laws. Make recommendations for change that maybe necessary or appropriate to assigned area of responsibility.
- See that all reports, forms, recommendations, requisitions, administrative procedures, and requests are accurately prepared and submitted in a timely manner and/or by established deadline.
- Coordinate special projects as directed or assigned.
- Assist management and supervisory staff in the maintenance, revision, and improvement of operations in the Authority or assigned division.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles, practices, and procedures of modern firefighting and emergency systems that may be utilized for the protection of lives and property, including knowledge of the command principles of company officers, hazardous materials procedures for company officers, basic and advanced instructional techniques, fire cause and determination,

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company officer management and supervision, fire inspection practices and code enforcement.

- Fire apparatus, equipment, tools, devices, facilities, and their proper utilization and maintenance.
- Emergency medical services and CPR.
- Local geography, including the location of water mains, hydrants, and the target hazards in the district.
- Preparation of Pre-Incident Assessments, and assures that assigned personnel are fully aware of the elements of those assessments.

Demonstrated Ability to:

- Work effectively and efficiently with other site supervisors, staff and support personnel.
- Make sound decisions and direct fire personnel at the scene of an emergency.
- Effectively interpret and make decisions in accordance with rules, regulations, policies and procedures.
- Suggest program changes that increase Divisional efficiency and effectiveness.
- Communicate clearly and concisely, both orally and in writing.
- Supervise, train, and evaluate assigned personnel.
- Maintain confidentiality as it relates to training documents (when appropriate) and information therein which warrants confidentiality such as evaluations and disciplinary documents.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience and Training

- Must have a minimum of four (4) years full time suppression experience with the South San Joaquin County Fire Authority or City of Tracy Fire Department.
- Must have successfully completed initial probation with South San Joaquin County Fire Authority or City of Tracy Fire Department.

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- Possession of the California State Fire Marshal's Office Fire Officer Certification

OR

- Successful completion of the Company Officer Certification courses as designated by the California State Fire Marshal's Training Division.
- Completion of Company Officer Certification Taskbook as approved by the California State Fire Marshal and signed off by Fire Chief within 12 months of appointment to successfully pass probation.

Licenses and Certificates:

- Possession of or ability to obtain and maintain, a valid California driver license with current DMV requirements for fire apparatus operation.
- Possess and maintain EMT-B certification or EMT-P at time of application.
- Associate of Science degree in Fire Science is highly desirable.

SPECIAL REQUIREMENTS

In accordance with Authority policy, incumbents in this class must pass an annual agility test as part of the qualifications for employment.

In accordance with Authority policy, incumbents in this class are required to be non-smokers, as part of the qualifications for employment.

TOOLS

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone and other applicable tools or equipment used in the Fire Service.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

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The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities per DMV requirements.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Job Descriptions

FIRE CHIEF

Class Title:	Fire Chief	Class Code:	010
Division(s):	Administration	Unit:	Unrepresented- MGT
EEO Code:	70	Effective Date:	3/16/2021
FLSA Status:	Exempt	Revision History:	
Retirement:	Safety	W/C Code:	9410

DESCRIPTION

Plan, direct, organize and review the activities of fire suppression, prevention, and support services; to coordinate activities with other departments and outside organizations; and to provide highly responsible and technical staff assistance to the Joint Powers Authority board.

DISTINGUISHING CHARACTERISTICS

The Fire Chief is distinguished from all other positions in the Authority by the overall authority and responsibility the day-to-day operations and personnel of the Authority, its stations, programs, services, and the effect operations have on the life and safety of life and property within the Authority's service area.

SUPERVISION RECEIVED AND EXERCISED

The Fire Chief receives administrative direction from the Joint Powers Authority board. Exercises direct supervision over sworn, technical, and clerical staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Develop, plan, and implement goals and objectives; recommend and administer policies and procedures.
- Plan, organize and direct the authority operations of fire suppression, community risk reduction, training, administration, and fire safety activities.
- Coordinate and direct the provision of departmental support services of station, hydrant, and equipment maintenance, in-service training, and fire inspection, maintaining departmental efficiency and effectiveness.
- Supervise and participate in development and administration of the Authority budget; direct the forecast of additional funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement mid-year adjustments.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Job Descriptions

- Serve as a member of the Authority's management team; provide information and recommendations regarding operations; assist in making decisions related to all facets of municipal government.
- Respond to major fire alarms and personally direct fire suppression activities as necessary.
- Develop long-range programs and plans for the increased effectiveness of the authority including community risk reduction and suppression programs.
- Direct, coordinate and schedule fire inspection activities and manage the enforcement of fire prevention ordinances and state laws.
- Prepare a variety of technical and departmental activities reports and records.
- Select, train, and evaluate personnel; establish and monitor employee performance objectives; prepare and present employee performance reviews; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination on procedures.
- Respond to the most difficult complaints and requests for information.
- Represent the Authority in relationships with the public, community groups, professional organizations, other departments and divisions, and outside agencies.
- Coordinate Authority activities with other Authority departments and divisions, and with outside agencies including other fire departments involved in a mutual response agreement.
- Attend and participate in professional meetings, conferences, and workshops.
- Review and check building plans and specifications to ensure compliance with fire regulations and requirements.
- Direct and participate in investigations regarding the cause of fires and direct the preservation of evidence.
- Supervise safety and emergency preparedness activities.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles and methods of public administration, particularly in the areas of fire protection.
- Principles, practices, methods, and techniques of modern fire prevention and suppression activities.
- Operation, maintenance, and uses of fire-fighting apparatus and equipment.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Job Descriptions

- Applicable laws, rules, regulations, ordinances, and codes pertaining to fire prevention, inspection, and suppression.
- Principles and techniques of budget development and administration.
- Principles and practices of organization, administration, and personnel management.

Demonstrated Ability to:

- Plan, prioritize, assign, and direct the work of Authority personnel.
- Develop and administer sound authority policies.
- Prepare and administer a budget.
- Plan, direct and organize fire prevention, suppression, and support activities.
- Properly interpret and make decisions in accordance with laws, regulations, and policies
- Meet the physical requirements necessary to perform the assigned duties safely and effectively.
- Communicate clearly and concisely, both orally and in writing.
- Select, supervise, train, and evaluate personnel.
- Establish and maintain cooperative working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Five (5) years of command experience involving supervisory and administrative work in an organized fire department.

Education:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in fire science, public administration, or a closely related field.

Licenses and Certificates:

Possession of, or ability to obtain an appropriate, valid California drivers' license.

TOOLS

Emergency medical aid unit, fire apparatus, radio, pager, computer, laptop or tablet, phone, motor vehicle.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; talk or hear; stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move up to 10 pounds and occasionally lift and or move upto 100 pounds. Specific vision abilities required by this job include close vision, distant vision, visual acuity to discern colors, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.

The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Job Descriptions

FIRE DIVISION CHIEF

Class Title:	Fire Division Chief	Class Code:	020
Division(s):	Administration & Operations	Unit:	Unrepresented - MGT
EEO Code:	75	Effective Date:	3/16/2021
FLSA Status:	Exempt (At Will)	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

Under direction of the Fire Chief, the Fire Division Chief is responsible for the administration, management, and operation of Authority operations, and may be assigned to direct divisional areas, including, but not limited to, Community Risk Reduction, Suppression, Administration and Training. The Fire Division Chief assumes responsibility for assignment, evaluation, and supervision of sworn and non-sworn personnel; provides highly complex administrative support to the Fire Chief, participates in divisional policy formulating and general planning, acts as Fire Chief in the Fire Chief's absence and performs other related duties as required.

DISTINGUISHING CHARACTERISTICS

The Fire Division Chief class is the principal assistant to the Fire Chief, is a member of the Authority's Management Team and is an "At-Will" employee. Incumbents are responsible for directing the operations of Community Risk Reduction, Suppression, Training and Administration. This class supports the goals, objectives and directives of the Authority, and the Fire Chief. Incumbents in this position also exercise direct supervision over subordinate line officers, support division supervisors and civilian employees while directing day-to-day activities of the Authority or Division.

SUPERVISION RECEIVED AND EXERCISED

Incumbents in this position are directly supervised by the Fire Chief and may exercise direct supervision over sworn, technical, and clerical staff. Incumbents may serve as acting Fire Chief in his/her absence.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Directly supervises the major programs areas of the Division including Fire Operations, Community Risk Reduction, Administration and Training.
- Plans, assigns, supervises, evaluates and inspects the work of subordinates, provides specialized support services, research and planning activities.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Supports the Fire Chief in developing, planning, and implementing the goals and objectives of the division; recommend and administer policies and procedures.
- Manages other Division programs such as the fleet and facility maintenance programs, training, EMS program and the equipment replacement program.
- Maintains a variety of records, performs special studies and investigations of operating procedures, memoranda and correspondence. Assists with the preparation of the Authority budget.
- Plans, directs and monitors the daily activities related to Operations including direct supervision of the Suppression Units on one of three shifts.
- Acts as Incident Commander during emergency operations by coordinating and supervising field operations to ensure the appropriate actions are taken to mitigate emergency incidents.
- Establishes work schedules, trains supervisors, coaches and mentors Fire Captains and oversees the development of annual reports related to emergency operations.
- Plans, prepares and presents reports related to Division activities, Division Budgets and annual response activities.
- Assists the Fire Chief in the development of short, medium and long-range organizational plans as well as develop annual Authority and Division goals and objectives.
- Participates in community-based programs and initiatives to meet the needs of the community while anticipating future opportunities for providing effective programs and procedures.
- Works with representatives from other public and private organizations to develop emergency response and emergency preparedness plans and initiatives.
- Acts on behalf of the Fire Chief during his/her absence.
- Other duties as assigned by the Fire Chief.

PERSONAL CHARACTERISTICS

- A dynamic leader, teacher, mentor, and fire service innovator that is approachable, open, and experienced at developing relationships in a team environment.
- An open-minded individual who is able to analyze complex situations and develop workable solutions while working with diverse groups who have varying interests.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Able to direct subordinate staff in planning, scheduling, and reviewing emergency readiness and training activities.
- A skilled communicator with the ability to provide clear, concise and accurate information while navigating through difficult situations and maintaining confidentiality when necessary.
- A personable individual who is able to work in a team-oriented, learning environment.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles and methods of administration including program development and implementation, training, organizational dynamics and supervision.
- Current suppression, prevention, training, human resource and budget management principles and practices.
- The development of command strategies and tactics at large-scale emergency incidents.
- Applicable laws, rules, regulations, ordinances and codes pertaining to fire prevention, inspection, suppression, training, and Authority policies.
- Report writing procedures.
- Organizational development and human relations.

Demonstrated Ability to:

- Utilize professional skills to address a variety of Authority needs while developing and recommending practical solutions.
- Plan, organize, assign, and coordinate activities of employees within the scope of the Authority work assignments.
- Establish and maintain effective work relationships with other Fire Division managers, co-workers, subordinates, other Authority representatives and the general public.
- Write clear, concise, correspondence and reports. Communicate effectively both orally and in writing.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Interpret applicable regulations and policies. Prepare, oversee, and administer budgets.
- Represent the Authority in public meetings including the Authority Board sessions and community events.
- Supervise, coach, train, mentor, and evaluate subordinate employees.
- Assist in the development and implementation of Authority goals and objectives. Handle sensitive and/or confidential information.
- Operate a personal computer and software including word processing, spreadsheets and maintain statistical data.
- Operate a motor vehicle in accordance with local and state laws.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Completion of eight (8) years of full-time suppression experience in a municipal fire division, and four (4) years of experience as a full-time paid fire captain in a municipal fire division.

Education:

Associate of Arts degree or equivalent from an accredited post-secondary institution with major coursework in fire service, public administration, business administration, or a closely related field is highly desirable. (Bachelor of Arts desirable)

Licenses and Certificates:

- Completion of a minimum of 4 modules towards a California Chief Officers Certification at time of application.
- Completion of Incident Command System (ICS) 400.
- Achievement of certification as a Strike Team Leader Trainee prior to completion of probation. Attainment of a California Chief Officers Certification within two (2) years of appointment. Maintain an appropriate, valid CPR certification.
- Possession of a valid California driver license.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

SPECIAL REQUIREMENTS

Candidate must be recommended for position as a result of a pre-employment medical examination, a Psychological/Management evaluation, and a background assessment.

Be willing to work flexible hours and/or shifts as determined by the Fire Chief.

Respond to emergency incident scenes as necessary, or as assigned by the Fire Chief within 30 minutes of notification to respond.

Respond to emergency incident scenes as necessary, or as assigned by the Fire Chief
Be a non-smoker, in accordance with Authority policy.

TOOLS

Ability to use a personal computer with various software programs, standard office equipment including a copier, fax machine and other equipment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disability to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; talk or hear; stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals. The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

FIRE ENGINEER

Class Title:	Fire Engineer	Class Code:	050
Division(s):	Operations	Unit:	TFFA
EEO Code:	78	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

To operate and maintain a variety of fire apparatus and firefighting equipment; respond to fire alarms and other emergency calls; protect life and property; and to participate in community risk reduction, fire investigations, building inspections and station and equipment maintenance.

DISTINGUISHING CHARACTERISTICS

Fire Engineers are distinguished from Firefighter and Firefighter Paramedics by their responsibility to drive and maintain the vehicles and equipment in addition to all other Fire suppression and prevention duties.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from a Fire Captain.

May exercise technical supervision over reserves or personnel in training.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

Duties may include, but are not limited to, the following:

- Drive fire-pumping apparatus to alarms, operate a pump at the fire; regulate water pressure through hose lines.
- Assist in minor maintenance of equipment; perform minor mechanical and hydraulic repairs on equipment.
- Operate and oversee the use of numerous types of vehicles, equipment, tools, and apparatus.
- Respond to alarms with the fire company; connect and lay hose lines; enter burning areas or buildings with hose lines; assist in operating nozzles and direct a stream of water on fires; carry and operate chemical fire extinguishers; raise, lower and climb ladders; make forcible entry into buildings when necessary.
- As directed, ventilate buildings; administer first aid; assist in rescue, overhauling, salvage, and clean-up operations.
- Provide emergency medical care to individuals prior to arrival of ambulance and during transportation; provide basic life support to sick and injured.
- Assist in the investigation of fires to determine their origin; preserve evidence, and interview witnesses and suspects.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Prepare and maintain fire prevention, fire investigation, and fire inspection activity reports.
- Clean and service firefighting and emergency medical equipment; inspect and test equipment carried on fire trucks.
- Participate in the maintenance of clean and orderly conditions in and about the fire station.
- Study fire authority rules and regulations, fire hazards, and firefighting techniques; attend drills and staff conferences.
- Maintain an awareness of area demographics and water systems. Participate in the Authority's fire prevention program.
- Give demonstrations, classes, and training to the public. Assist with the Weed Abatement program.
- Assist in the inspection of commercial buildings, businesses, restaurants, schools, and other structures for compliance with fire safety codes and Certificate of Occupancy inspections.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Fire equipment and apparatus.
- Purpose and use of a variety of vehicles, equipment, tools, and apparatus used in firefighting, rescue, and medical assistance operations.
- Principles of mechanics, hydraulics, and mathematics as related to Fire Engineer duties.
- Emergency Medical Services and CPR.

Demonstrated Ability to:

- Understand and act in accordance with department policies, rules, instructions and written material in the field of firefighting.
- Demonstrate mechanical aptitude as required in the operation of firefighting equipment.
- Learn emergency medical and life support techniques required for some positions.
- Learn to effectively and safely drive and operate the full range of fire apparatus and equipment used by the division.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Perform field calculations of hydraulics for the proper and effective operations of equipment at emergency scenes.
- Demonstrate physical endurance, agility, strength, and stamina in the performance of hazardous tasks under emergency conditions; think and act quickly in emergencies.
- Understand and follow oral and written directions promptly and accurately.
- Communicate effectively, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience

Twelve (12) months experience in fire suppression comparable to the South San Joaquin County Fire Authority.

Training, Licenses, and Certificates:

Pursuant to California Vehicle Code Section 12804.11(a), possession of, and ability to maintain a non-commercial class A, B, or C license with a Firefighter Endorsement or hold a class A or B non-restricted commercial driver license.

Possession of, or ability to obtain, appropriate, valid EMT and CPR Certification.

Firefighter I Certificate

EMT-B Certificate, required

EMT-P Certificate, desired

California State Fire Marshal's Office Driver/Operator 1A and 1B

SPECIAL REQUIREMENTS

In accordance with Authority policy, incumbents in this class must pass an annual agility test as part of the qualifications for employment.

In accordance with Authority policy, incumbents in this class are required to be non-smokers as part of the qualifications for employment.

TOOLS

Emergency medical aid unit, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone.

PHYSICAL DEMANDS

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities per DMV requirements.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

FIRE INSPECTOR

Class Title:	Fire Inspector	Class Code:	100
Division(s):	CCR	Unit:	Unrepresented - PT
EEO Code:	76	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	7706

DESCRIPTION

Under supervision of the Fire Marshal this non-safety classification performs technical inspections and investigative work in enforcing compliance with laws, ordinances, and regulations by conducting inspections of public and private premises. The Fire Inspector investigates the cause and origin of fires, and educates the public and other agencies on fire safety practices; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

The position of Fire Inspector carries out the provisions of an established fire protection program, performing inspection work, enforces fire laws, ordinances, and regulations; performs fire investigation work, and disseminates fire safety information to the public and other agencies. The incumbent is expected to have sufficient knowledge of the building industry to perform fire inspections and minor plan checks relating to new and remodeled construction. The incumbent is also expected to regularly exercise technical judgment and discretion based on their knowledge of fire protection systems. They must exhibit excellent customer service skills. This position is distinguished from the Firefighter classes, which involve general duty firefighting responsibilities. Receives supervision from the Fire Marshal or higher level management staff.

SUPERVISION RECEIVED AND EXERCISED

Receives direction and supervision from the Fire Marshal or higher-ranking officer.
Exercises no supervision or direction over other staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Interpret and enforce provisions of fire protection and fire safety laws, ordinances, and other regulations.
- Perform periodic and follow-up inspections of new and existing buildings, structures and installations requiring fire clearances, fire protection systems and fire alarms.
- Investigate complaints pertaining to violation of fire prevention laws; give correction orders as necessary including weed abatement.
- Investigate causes of fire; collect, research, prepare and present reports at the direction of the Fire Marshal.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Inspect commercial, industrial, education and multi-family residential buildings for compliance with local, state and national regulations by;
 - Inspecting and testing for the proper installation and operation of fire protection systems
 - Researching and reviewing regulations, codes and ordinances for application and interpretation in relation to various conditions
 - Assisting in investigating the cause and origin of fires
 - Preparing reports and maintaining records of fire inspections and investigation work
 - Performing technical/special inspections including review of building plans and issuing permits as required
- Provide information to the public concerning fire prevention practices and procedures.
- Develop and conduct training programs and make group presentations relative to fire prevention and fire investigation.
- Maintain and prepare records and reports.
- Check plans, specifications, and calculations on building, fire protection equipment and systems, and hazardous equipment installations.
- Check plans to determine fire and life safety requirements are in accordance with Titles 19 and 24 of the California Administration Code and applicable Fire Protection and Building Code standards.
- Perform related duties and responsibilities as directed.

MINIMUM QUALIFICATIONS

Demonstrated Knowledge of:

- Principles, practices, and techniques of fire protection.
- Federal, state, and local fire prevention codes and ordinances.
- Principles and techniques of building inspection work.
- Authority and Division policies and procedures.
- Practices, procedures, and equipment used in fire investigation, including the recognition and collection of evidence.
- Fire related equipment including fire extinguishers, sprinkler systems and alarm systems.

Demonstrated Ability to:

- Apply technical knowledge, follow proper inspection techniques, and detect deviations from plans regulations and standard safety practices.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Interpret and enforce federal, state, and local fire prevention codes and ordinances.
- Identify fire hazards and recommend corrective actions.
- Maintain records and prepare reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Operate modern office equipment including computer equipment.
- Operate a motor vehicle safely.

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

High School diploma or equivalent supplemented by college level courses in fire science, prevention, building inspection, construction or related course work..

Experience:

A minimum of two (2) years of technical experience in one or more of the following areas: Fire Inspection, Building Inspection, Fire Protection Engineering, Fire Investigation, Fire Protection Installation or Fire Prevention Education.

LICENSES/CERTIFICATES

Possession of, or ability to obtain and maintain a valid Class C California driver's license.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities as per DMV requirements.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet to moderate.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

FIRE MARSHAL

Class Title:	Fire Marshal	Class Code:	170
Division(s):	CCR	Unit:	Unrepresented MGT
EEO Code:	70	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general direction of the Fire Chief, supervises, plans, organizes, manages, and coordinates the activities of the Fire Prevention Bureau, with responsibilities that encompass fire safety, code compliance, public education, fire cause and arson investigation, building and construction inspections and plan checks for compliance with fire codes and ordinances. Responsible for the enforcement of all laws, ordinances and regulations related to the protection of lives and property from fire, fire origin investigations and public fire prevention education; and provide highly complex assistance to higher level management.

DISTINGUISHING CHARACTERISTICS

The position of Fire Marshal receives general direction from the Fire Chief and is distinguished from the Battalion Chief in that the former coordinates and supervises the activities of the Community Risk Reduction Division to include fire investigations, inspections and prevention, while the latter directs the activities of personnel assigned to suppression and emergency rescue operations.

SUPERVISION RECEIVED AND EXERCISED

- Receives direction and supervision from the Fire Chief.
- Supervises personnel assigned to the Fire Prevention Bureau including career and reserve personnel.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Serve as a key member of the Fire Authority's Management Team that develops, implements, and maintains a comprehensive fire protection and community risk reduction program,
- Conducts and supervises fire prevention activities including inspections, plan review, and issuance of permits for proposed developments and pre-construction and renovations of new and existing residential, commercial, and industrial occupancies.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Enforce and supervise those who enforce laws, ordinances and regulations pertaining to the prevention and control of fire and the protection of life and property from the impacts of fire and other emergencies., Inspect and supervise those who inspect the proper installation and maintenance of fire control and fire and life safety systems and the storage and handling of combustible materials which create fire hazards. Establishes policies and develop and implement fire code ordinance adoption process.
- Supervises the maintenance of local fire loss, cause and investigation records, and similar data obtained from state and national records including fire deaths and injuries.
- Performs and supervises activities related to the review of annexations and subdivisions. Coordinates and performs required plans checking functions. Calculates water fire flows for building requirements. Issues warnings and citations for fire code violations; issues burn permits
- Prepares and maintains a variety of reports, records and files related to assigned activities and personnel including emergency incidents, fire prevention, fire investigations, fire training and equipment maintenance.
- Provides public education in fire prevention for schools, community groups, and other organizations or institutions. Develops and maintains a comprehensive training program for personnel assigned to the Community Risk Reduction Division performing inspection duties.
- Communicates with administrators, personnel, the public and outside organizations to coordinate activities, resolve issues and conflicts, and exchanges information.
- Selects, supervises, and evaluates assigned personnel.
- Develops and administers Bureau operating budget.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles, methods, and practices of fire loss prevention management.
- Applicable Federal, State, and local codes, laws, ordinances, and fire safety standards.
- Chemical and related characteristics for a wide variety of flammable and explosive materials.
- Fire prevention, suppression, and investigation principles, procedures, methods, practices, and techniques and related ordinances and regulations and equipment.
- Building, electrical, mechanical, and fire codes.
- Principles and practices of supervision, training, and personnel management.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Budget preparation and administration.

Demonstrated Ability to:

- Plan, organize, administer, evaluate, and participate in comprehensive fire prevention and loss management programs.
- Recognize fire hazards such as structural conditions and hazardous materials and recommend techniques for corrective action.
- Exercise independent judgment in a manner consistent with job duties and divisional or Authority policies; use good judgment in emergency or critical situations; remain calm and work effectively in stressful situations.
- Analyze data, reports and other information.
- Effectively apply standard fire prevention techniques.
- Conduct comprehensive investigations and make sound decisions.
- Prepare and maintain a variety of accurate and thorough records and reports files and reference materials.
- Communicate clearly and concisely both orally and in writing.
- Meet and deal tactfully, and establish and maintain cooperative working relationships with staff, officials, the public, news media, and other governmental agencies.
- Develop and implement policies and procedures.
- Demonstrate problem-solving skills.
- Represent the Authority when meeting with contractors, engineers, and developers and in public meetings.
- Work cooperatively with others; demonstrate interpersonal sensitivity.
- Develop innovative fire prevention solutions that meet code and regulatory requirements while providing the customer with reasonable, obtainable expectations.
- Supervise, train, and evaluate assigned subordinates

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Bachelor of Arts/Science degree, or higher, from an accredited college or university in fire science, fire technology, fire prevention, fire protection engineering, or a closely related field.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

Experience:

Equivalent to five (5) full-time years of progressively responsible experience in Fire Prevention and Inspection or building inspection, with at least two years supervisory and budget experience.

LICENSES AND CERTIFICATIONS

This classification requires the use of a personal or Fire Authority vehicle while conducting Authority business. In order to drive, individuals must be physically capable of operating the vehicles safely and must possess and maintain a valid Class C California motor vehicle operator's license.

Possession of CPR certification issued by the American Red Cross or the American Heart Association.

Fire Marshal certifications issued by the Office of the State Fire Marshal are highly desirable.

Possession of California State Fire Training Fire Investigation 2A and 2B certifications are highly desirable.

Possession of a Certificate of Completion (P.C. 832) for course in arrest, search and seizure, as issued by the California Commission on Peace Officer Standards and Training, or is required within one (1) year of appointment.

SPECIAL REQUIREMENTS

Incumbents must be able to comply with the requirements of this position to wear respiratory protective equipment whenever necessary.

Successful completion of a physical examination, DOJ fingerprinting, credit check, and criminal history review.

TOOLS AND EQUIPMENT

Emergency medical and fire apparatus, radio, pager, personal computer, phone.

PHYSICAL DEMANDS

The physical demands described are representative of those that must be met to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is frequently required to stand; walk; operate office equipment requiring repetitive arm/hand movements when assigned to the office. The incumbent may also sit for extended periods of time and must have an ability to frequently change positions.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

Specific vision abilities are as outlined by DMV requirements. The incumbent must be able to discriminate among colors and shades of color and have hearing sufficient to test alarms and other auditory devices. Must be able to coordinate the movement of more than one limb simultaneously in order to drive in a Code 3 situation. Incumbent occasionally works at heights greater than 10 feet, climb ladders or steps to reach objects, use stomach and lower back muscles to support the body repeatedly or continually over time; and walk over rough, uneven or rocky surfaces.

When responding to emergency incidents, must be able to stand and walk for extended periods of time unable to rest at will, bend and stoop repeatedly; lift and use arms above shoulder level; and, move objects weighing up to 50 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

When responding to emergency incidents, the incumbent may be exposed to a variety of weather conditions including very hot and cold temperatures and work in small cramped areas.

The incumbent may also wear a self-contained breathing apparatus to move debris, dirt or other materials.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

RESERVE FIREFIGHTER
(Part time/ Limited Service)

Class Title:	Reserve Firefighter	Class Code:	120
Division(s):	Operations	Unit:	Limited Service
EEO Code:	79	Effective Date:	07/01/2020
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Safety		

DESCRIPTION

Under the general direction of the Fire Captain or his/her designee, the Reserve Firefighter maintains a variety of firefighting equipment, responds to alarms and other emergencies, protects life and property, participates in activities such as fire prevention, fire investigation, public education, and training sessions, and performs station and equipment maintenance.

DISTINGUISHING CHARACTERISTICS

This is a Limited Service part-time, temporary position. Reserve Firefighters are required to attend at least 25% of "all call-outs" or "call backs" annually.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision the Fire Captain and/or his designee/Commanding Officer/Company Officer. Reports to anyone of higher rank.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

- Applies principles and practices of modern firefighting techniques and performs firefighting and other emergency activities as directed.
- Responds to fire alarms, maintains awareness of area streets, special hazards, and water systems.
- Attends drills and staff training activities; participates in fire department activities and readiness.
- Follows and applies Authority and department policies, rules, regulations, and guidelines.
- Applies EMT protocols, CPR, and other medical assistance techniques.
- Uses proper safety techniques in the operation and maintenance of various fire department equipment, tools, and facilities.
- Uses effective communication skills, both oral and written; follows direction.

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- Establishes and maintains effective working relationships with those contacted in the course of work.
- Provides community service.

Performs other duties as assigned.

MINIMUM QUALIFICATIONS

Demonstrated Knowledge of:

- Hose sizes and general knowledge of gallons per minute (gpm).
- Salvage and overhaul techniques.
- Stages of fire, fire suppression and building construction.
- Fire behavior.
- The California Vehicle Code.
- Water sources within the South San Joaquin County Fire Authority response area.
- How to establish water sources.
- South San Joaquin County Fire Authority response procedures.
- Adult/child/infant CPR and First Aid procedures.
- Facility maintenance procedures, i.e.: Standard Operating Guidelines (SOGs).
- South San Joaquin County Fire Authority safety guidelines, protocols, and general safety techniques.
- Proper grammar, spelling and documentation.
- Computers, emails, and etiquette.
- Community and community service activities.
- Knowledge and awareness of diversity issues within an organization and community.

Demonstrated Ability to:

- Deploy hose, secure water line, and utilize water supply systems.
- Lift, throw and deploy ground ladder.
- Don and doff Personal Protective Equipment (PPE) within South San Joaquin County Fire Authority standards.
- Operate under stressful situations.
- Possess and maintain a valid California Driver's License, Class C.
- Operate a motor vehicle; also operate and maintain a personal vehicle and have access.

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Job Descriptions

- Read maps, area familiarization, map testing, and studying to learn the South San Joaquin County Fire Authority response area.
- Respond to a minimum of 25% of all call-outs.
- Arrange personal schedule to accommodate trainings/drills/activities/alarms.
- Follow, understand, and retain oral and written instructions, as well as South San Joaquin County Fire Authority Personnel Rules and regulations.
- Speak, understand, and write in the English language.
- Earn and maintain an EMT-B or higher certification.
- Use good judgment.
- Recognize medical emergencies, respond appropriately, and perform treatment within the scope of practice.
- Operate South San Joaquin County Fire Authority tools and equipment.
- Apply safety protocols. Ability to understand and apply social interactions with personnel, the public/customers given the setting.
- Work in a team setting, work well with others, e.g., the public/groups/individuals with differing beliefs or opinions and socioeconomic origins.
- Resolve conflicts respectfully and civilly and know when compromise is prudent.
- Engage in public speaking, interact with, and educate the community.
- Work hard and commit to time demands.
- Adapt and complete any task related to the fire service (within the scope of training)
- Perform administrative tasks.

EDUCATION, EXPERIENCE AND SPECIAL REQUIREMENTS

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- Education equivalent to completion of the 12th grade (High School Diploma or GED).
- Courses in Fire Sciences desirable.
- A.S. Degree in Fire Sciences desirable.

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Experience:

- General work experience. Military, Emergency Medical Service (EMS) and/or hospital experience desirable.
- EMT-B Certificate desirable.
- Minimum of one (1) year full-time or volunteer firefighting desirable.

LICENSES AND CERTIFICATES

- Possession of, and ability to maintain a valid California Class C driver's license.
- Possession of a valid certification in CPR/first aid for the professional rescuer by an approved provider; required at time of application.
- Possession of active credentials for Candidate Physical Agility Test (CPAT) certification is required at time of application.
- Emergency Medical Technician – Basic (EMT-B) or Paramedic (EMT-P) Certification is desirable.
- Firefighter I certification is desirable. For candidates who do not possess the Firefighter I certification, possession of, or ability to obtain Firefighter I certification from the State of California within one year of appointment.
- Completion of a California State Fire Marshal Approved Fire Academy is desirable.

SPECIAL REQUIREMENTS

Must be eighteen (18) years or older upon appointment.

Must reside in the South San Joaquin County Fire Authority response area.

In accordance with Authority policy, appointees to this position are required to be non-smokers.

Vision correctable to at least 20/30 in each eye.

TOOLS AND EQUIPMENT USED

EMS equipment, hoses, radio, computers, telephone, Personal Protective Equipment (PPE), Fire equipment, cutting tools, prying tools, rescue tools, skill saws, chain saws, hydraulics, ladders, pike pool, hydrant wrench, pneumatics, hammer, hurst tools, power tools, other standard firefighting, and emergency tools.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by a Reserve Firefighter to successfully perform the essential functions of this job.

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Job Descriptions

While performing the duties of this job, the Reserve Firefighter is frequently required to stand; walk; use hands to finger, handle or operate objects, tools, or controls; reach with hands and arms; have endurance. The Reserve Firefighter is occasionally required to sit; jump; stand; pull; push; climb; balance; hit; crush; swing; roll; break; run; balance; walk; strength training; stoop, kneel, crouch, or crawl; talk to hear; and taste or smell.

The Reserve Firefighter must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those a Reserve Firefighter encounters while performing the essential functions of this job.

While performing the duties of this job, the Reserve Firefighter regularly works in outside weather conditions; extreme conditions; occasionally works near moving mechanical parts and in high, precarious places; occasionally exposed to wet and/or humid conditions, fumes, airborne particles, Bloodborne Pathogens; toxic or caustic chemicals; hazardous environments; confined spaces; tight spaces; steep embankments; heights; dangerous large equipment; traffic and roadway hazards; risk of electrical shock; vibrations.

The noise level in the work environment is usually moderate, except during specific firefighting Emergency Medical Technician (EMT) activities when noise levels may be loud (ear protection provided).

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

FIREFIGHTER

Class Title:	Firefighter	Class Code:	060
Division(s):	Operations	Unit:	TFFA
EEO Code:	78	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

Under the general direction of the Fire Captain, the firefighter operates and maintains a variety of firefighting equipment; responds to fire alarms and other emergencies; protects lives and property; participates in fire prevention, fire investigation, public education, station and equipment maintenance, and other related assigned duties.

DISTINGUISHING CHARACTERISTICS

Firefighters are distinguished from other positions in the Authority by their sole focus on training, practicing, and executing general duty firefighting responsibilities.

SUPERVISION RECEIVED AND EXERCISED

Works under the general supervision of the Fire Captain. May assist, coordinate, instruct, and/or supervise the work of reserve and other fire personnel as assigned

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Apply principles and practices of modern firefighting techniques and perform firefighting and other emergency activities as directed.
- Use proper safety techniques in the operation and maintenance of Authority equipment, tools, and facilities.
- Follow and apply Authority policies, rules, regulations, and guidelines.
- Apply EMT-D protocols, CPR, and other medical assistance techniques.
- Use effective communication skills, both oral and written; follow directions.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Attend drills and staff training activities; participate in Authority activities.

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- Respond to alarms; maintain awareness of area streets, special hazards, and water systems.
- Establish and maintain effective training and readiness.
- Assist in minor maintenance to keep the areas in and about the fire house clean and orderly.
- Clean and service firefighting and medical equipment; inspect and test medical equipment.
- Provide community service.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS

Demonstrated Knowledge of:

- Principles and practices of fire suppression techniques and their application
- Basic knowledge of hazardous materials management
- Knowledge of applicable local, state, and federal laws, ordinances, and codes
- Hose sizes and general knowledge of gallons per minute (gpm).
- Salvage and overhaul techniques.
- Basic principles of building construction.
- Fire behavior
- The California Vehicle Code.
- Water sources within the South San Joaquin County Fire Authority response area.
- How to establish water sources.
- Adult/child/infant CPR and First Aid procedures.
- Facility maintenance procedures, i.e.: Standard Operating Guidelines (SOGs).
- South San Joaquin County Fire Authority safety guidelines, protocols, and general safety techniques.
- Proper grammar, spelling and documentation.
- Computers, emails, and etiquette.
- Community and community service activities.
- Knowledge and awareness of diversity issues within an organization and community.

Demonstrated Ability to:

- Deploy hose, secure water line, and utilize water supply systems.

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Job Descriptions

- Lift, throw and deploy ground ladder.
- Don and doff Personal Protective Equipment (PPE) within South San Joaquin County Fire Authority standards.
- Operate under stressful situations.
- Operate a motor vehicle; also operate and maintain a personal vehicle and have access.
- Read maps, area familiarization, map testing and studying to learn the South San Joaquin County Fire Authority response area.
- Learn and consistently apply South San Joaquin County Fire Authority response procedures.
- Follow, understand, and retain oral and written instructions, as well as South San Joaquin County Fire Authority Personnel Rules and regulations.
- Speak, understand, and write clearly in the English language.
- Use good judgment.
- Recognize medical emergencies, respond appropriately, and perform treatment within the scope of practice.
- Operate South San Joaquin County Fire Authority tools and equipment.
- Apply safety protocols.
- Understand and apply social interactions with personnel, the public/customers given the setting.
- Work in a team setting, work well with others, i.e.: the public/groups/individuals with differing beliefs or opinions and socioeconomic origins.
- Resolve conflicts in a respectful and civil manner and know when compromise is called for.
- Engage in public speaking, interact with, and educate the community.
- Work hard and commit to time demands.
- Adapt and complete any task related to the fire service (within the scope of training)
- Perform administrative tasks.

EDUCATION AND EXPERIENCE

Any combination of education, experience, and training that would likely provide the required knowledge and abilities if qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- Education equivalent to completion of the 12th grade (High School Diploma or equivalency certificate).

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Job Descriptions

- Courses in Fire Sciences desirable.
- A.S. Degree in Fire Sciences desirable.

LICENSES AND CERTIFICATES

- Must possess and maintain a valid Class C California Driver License with appropriate endorsements for the assignment.
- Must possess and maintain a valid EMT-B certificate as a condition of employment. An EMT-P Certificate is desirable.
- Must possess a Certificate of Completion from a fire academy (Firefighter 1)
- Must possess a Valid CPAT Certification (within the last 12-months)

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities as per DMV requirements.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud.

TOOLS AND EQUIPMENT USED

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Job Descriptions

Emergency medical aid unit, fire apparatus, fire pumps, hoses, ladders, first aid equipment, radio, pager, computers, phones and other standard firefighting/emergency tools and equipment.

SPECIAL REQUIREMENTS

In accordance with Authority policy, incumbents in this class must pass an annual agility test as part of the qualifications for employment.

In accordance with Authority policy, incumbents in this class are required to be non-smokers, as part of the qualifications for employment.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

FIREFIGHTER TRAINEE

Class Title:	Firefighter Trainee	Class Code:	7102
Division(s):	Operations	Unit:	TFFA
EEO Code:	78	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

Under the direction of the South San Joaquin County Fire Authority (Authority), and in conjunction with the designated Fire Academy Training Academy/Program Officer, the Firefighter Trainee will be trained in a wide range of firefighting techniques, knowledge, skills, and abilities in the areas of operations, fire prevention, fire investigation, public education, EMS, operating and maintaining firefighting equipment, station maintenance and other related firefighter skills and duties.

DISTINGUISHING CHARACTERISTICS

This is a temporary Trainee classification. The Trainee who successfully completes the Fire Training Academy Program, will be offered a fulltime position in the Firefighter classification within the Authority.

SUPERVISION RECEIVED AND EXERCISED

Works under the direct supervision of the designated Authority Representative and, while attending academy training, the Academy Training Program Officer.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Learn to apply principles and practices of modern firefighting techniques and perform firefighting and other emergency activities as directed.
- Learn the proper safety techniques, in the operation and maintenance of various fire department equipment, tools and facilities.
- Learn the Fire Authority policies, rules, regulations, and guidelines.
- Learn to apply EMT protocols, CPR, and other medical assistance techniques.
- Learn to use effective communication skills, both oral and written; follow directions.
- Establish and maintain effective working relationships with those contacted in the course of work. Attend drills and staff training activities; participate in fire department activities.
- Learn area streets, special hazards, and water systems.

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- Establish and maintain effective training and readiness.
- Learn to assist in minor maintenance to keep the areas in and about the fire house clean and orderly. Learn to clean and service firefighting and medical equipment; inspect and test medical equipment. Participate in community activities as assigned.
- Perform other related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Basic Knowledge of First Aide and medical assessment techniques
- Applicable local, state, and federal laws, ordinances, and codes
- The California Vehicle Code.
- Proper grammar, spelling and documentation.
- Computers, emails, and etiquette.
- Knowledge and awareness of diversity issues within an organization and community.

Ability to:

- Learn and apply the basic principles of fire suppression
- Learn and apply the basic principles of hazardous material management
- Don and doff Personal Protective Equipment (PPE) within South San Joaquin County Fire Authority standards.
- Operate under stressful situations.
- Operate a motor vehicle; also operate and maintain a personal vehicle and have access.
- Read maps, area familiarization, map testing and studying to learn the South San Joaquin County Fire Authority response area.
- Learn and consistently apply South San Joaquin County Fire Authority response procedures.
- Follow, understand, and retain oral and written instructions, as well as South San Joaquin County Fire Authority Personnel Rules and regulations.
- Speak, understand, and write clearly in the English language.
- Use good judgment.
- Recognize medical emergencies, respond appropriately, and perform treatment within the scope of practice.
- Learn to and operate South San Joaquin County Fire Authority tools and equipment.

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- Apply safety protocols.
- Understand and apply social interactions with personnel, the public/customers given the setting.
- Work in a team setting, work well with others, e.g., the public/groups/individuals with differing beliefs or opinions and socioeconomic origins.
- Resolve conflicts in a respectful and civil manner and know when compromise is called for.
- Engage in public speaking, interact with, and educate the community.
- Work hard and commit to time demands.
- Adapt and complete any task related to the fire service (within the scope of training)
- Perform administrative tasks.

EDUCATION AND EXPERIENCE

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- High school diploma or equivalent
- Courses in Fire Science or related fields desirable

LICENSES AND CERTIFICATES

- Must possess and maintain a valid Class C California Driver License or higher with Firefighter endorsements.
- Must possess and maintain a valid EMT-B, EMT-I or EMT-P certificate as a condition of employment

ADDITIONAL REQUIREMENTS

Incumbent must be eighteen years of age.

Incumbent must be Candidate Physical Ability Test (CPAT) certified; certification must be valid within one year of the final submission date of the application period.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

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Job Descriptions

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move 10 to 100 pounds. Specific vision abilities apply per DMV requirements.

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SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud.

TOOLS AND EQUIPMENT USED

Emergency medical aid unit, fire apparatus, fire pumps, hoses, ladders, first aid equipment, radio, pager, computers, phones and other standard firefighting/emergency tools and equipment.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

FIREFIGHTER/ PARAMEDIC

Class Title:	Firefighter/ Paramedic	Class Code:	061
Division(s):	Operations	Unit:	TFFA
EEO Code:	78	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Safety	W/C Code:	7706

DESCRIPTION

Under the general supervision of the Fire Captain, performs firefighting and emergency medical response activities to protect life and property; to respond to a variety of fire, emergency, and non-emergency calls for service; to perform station and equipment maintenance and to perform a variety of other technical and complex tasks relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISTICS

Firefighters/ Paramedics are distinguished from Firefighters by their responsibility to provide emergency medical response in addition to responding to a variety of fire emergencies to protect life and property.

SUPERVISION RECEIVED AND EXERCISED

The firefighter/paramedic works under the general supervision of the Fire Captain and Division Chief. The Firefighter/Paramedic accomplishes a variety of duties in the protection of life and property by combating, extinguishing, and preventing fires as well as providing emergency medical care; rescues or protects individuals from hazardous environments; maintains fire station, grounds and equipment; participates in fire prevention inspections, fire prevention and suppression training programs; and performs other related work as required.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Respond to fire and emergency routine alarms as part of a firefighting team; lay hose, set ladders, ventilate building and perform salvage/overhaul functions; provide basic and advanced life support services to ill and injured persons in accordance with policies and protocols for the Authority as well as those of the San Joaquin County EMS Agency.
- Perform emergency medical services as an Emergency Medical Technician - Paramedic (EMT - P).
- Assist in the performance of periodic Uniform Fire Code inspections of industrial and commercial businesses and places of assembly; assist in the enforcement of fire

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prevention codes by inspecting and documenting violations that need corrective action, and seek compliance.

- Assist in the performance of routine daily, weekly, and monthly inspections of fire apparatus and equipment; maintain fire station and grounds; perform routine and minor repairs as necessary; inform station Fire Engineer or Captain of major repair work needed; perform inspections and routine maintenance on rescue squad apparatus.
- Complete patient care reports, prepare, write and file reports concerning incidents, autos, light trucks, rescue, and apparatus maintenance, inventory, occupancy survey, notice of violation, supply requisitions, work orders, and other fire related information.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Demonstrated Knowledge of:

- Recognize medical emergencies, respond appropriately, and perform treatment within the scope of practice.
- Principles and practices of emergency medical care and basic life support
- Principles and practices of medical transport
- Principles and practice of medical assessment and site safety assessment.
- Adult/child/infant CPR and First Aid procedures.
- Principles and practices of fire suppression techniques and their application
- Basic knowledge of hazardous materials management
- Knowledge of applicable local, state, and federal laws, ordinances, and codes
- Fire behavior
- The California Vehicle Code.
- South San Joaquin County Fire Authority safety guidelines, protocols, and general safety techniques.
- Proper grammar, spelling and documentation.
- Computers, emails, and etiquette.
- Community and community service activities.
- Knowledge and awareness of diversity issues within an organization and community.

Demonstrated Ability to:

- Apply emergency medical care and life support to ill and injured individuals.
- Don and doff Personal Protective Equipment (PPE) within South San Joaquin County Fire Authority standards.

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Job Descriptions

- Operate under stressful situations.
- Operate a motor vehicle; also operate and maintain a personal vehicle and have access.
- Read maps, area familiarization, map testing and studying to learn the South San Joaquin County Fire Authority response area.
- Learn and consistently apply South San Joaquin County Fire Authority response procedures.
- Follow, understand, and retain oral and written instructions, as well as South San Joaquin County Fire Authority Personnel Rules and regulations.
- Speak, understand, and write clearly in the English language.
- Use good judgment.
- Operate South San Joaquin County Fire Authority tools and equipment.
- Apply safety protocols.
- Understand and apply social interactions with personnel, the public/customers given the setting.
- Work in a team setting, work well with others, i.e.: the public/groups/individuals with differing beliefs or opinions and socioeconomic origins.
- Resolve conflicts in a respectful and civil manner and know when compromise is called for.
- Engage in public speaking, interact with, and educate the community.
- Work hard and commit to time demands.
- Adapt and complete any task related to the fire service (within the scope of training)
- Perform administrative tasks.

EDUCATION AND EXPERIENCE

Any combination of education, experience, and training that would likely provide the required knowledge and abilities if qualifying. A typical way to obtain the knowledge and abilities would be:

- High school diploma or equivalent
- Successful completion of a recognized California State Fire Marshal Accredited Fire Academy (Firefighter I) is required

LICENSES AND CERTIFICATES

- California State Fire Marshall Firefighter 1 Certification
- EMT-P (Must be valid in State of California)
- EMT-P County accreditation within 60 days of appointment

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- Proof of current Advanced Cardiac Life Support (ACLS)
- Proof of current Pediatric Advanced Life Support (PALS) or Pediatric Education for Pre-Hospital Professionals (PEPP)
- Proof of Pre-Hospital Trauma Life Support (PHTLS) or Basic Trauma Life Support(BTLS) Current American Heart Association CPR Healthcare Provider or equivalent
- Must possess and provide proof of an appropriate California Driver License
- Incumbent must be Candidate Physical Ability Test (CPAT) certified; certification must be valid within one year of the final submission date of the application period.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear; and taste or smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 100 pounds. DMV will also require you to have specific vision abilities.

WORK ENVIRONMENT

Emergency firefighting environment; exposure to heat, noise, dust, grease, smoke, fumes, gases, radiant energy, toxic materials and inclement weather conditions; work at heights on scaffolding and ladders and with water; work in confined spaces.

Essential and marginal functions may require maintaining physical condition necessary for heavy, moderate or light lifting; sitting, walking or standing for prolonged periods; climbing with both legs and arms; operating motorized equipment and vehicles.

TOOLS AND EQUIPMENT USED

Fire apparatus, fire pumps, hoses, ladders, Basic and Advanced Life Support medical equipment, radio, pager, computers, phones and other standard firefighting/emergency tools and equipment.

SPECIAL REQUIREMENTS

In accordance with South San Joaquin County Fire Authority policy, incumbents in this class must pass an annual agility test as part of the qualifications for employment.

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In accordance with South San Joaquin County Fire Authority policy, incumbents in this class are required to be non-smokers, as part of the qualifications for employment.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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HUMAN RESOURCES ANALYST I

Class Title:	Human Resources Analyst I	Class Code:	132
Division(s):	Administration	Unit:	Unrepresented - Mgr
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under direction, the Human Resources Analyst I directs human resources, benefits, and risk management programs, provides analytical support to the Division Chief and other management staff in the areas of recruitment/selection, classification/compensation, benefits administration, training and development, labor relations, policies and procedures; exercises discretion and use of good judgment in working with confidential and sensitive issues on a regular basis; and performs other related duties as required.

DISTINGUISHING CHARACTERISTICS

The Human Resources Analyst I is an entry level classification which may be used as a generalist performing the full range of transactional and technical human resources duties and responsibilities under the direction of a Fire Division Chief, or as a specialist in support of a Human Resources Manager. A Human Resources Analyst I is differentiated from a Human Resources Analyst II in its responsibility to perform the day-to-day duties necessary to support the employment of personnel, pay and leave management, recruitment and selection, onboarding, interpreting policy and labor agreements, benefits administration, may be asked to support payroll processing, and answer employee questions. The Human Resources Analyst II has the added responsibilities for risk management and legal and regulatory compliance in personnel matters, identifies new policy needs and makes related recommendations, makes classification and compensation recommendations after reviewing study information, performs data analysis for various business needs. Human Resources Analysts perform work related to the costing of employee benefits, personnel budgets, and is privy to other aspects of management proposals during negotiations. This work is Confidential under the Meyers-Milias-Brown Act.

SUPERVISION RECEIVED AND EXERCISED

Reports directly to a Division Chief or Human Resources Manager. May provide functional supervision over lower-level support staff, interns, or volunteers.

Incumbents are expected to work independently, exercise sound judgment and apply professional knowledge and skill to various personnel programs and activities.

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EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Performs a wide variety of confidential and sensitive professional personnel work in a variety of personnel program areas including recruitment, selection, classification, compensation, training, benefits administration, and other aspects of personnel.
- Plans and coordinates, executes or directs all facets of the recruitment and selection process including but not limited to developing recruitment strategies, preparing job announcements, screening and accepting or rejecting applications based on qualification standards, administering tests, placing appropriate advertising, scheduling, designing and coordinating the entire interview process; ensures that fair employment practices are followed, performing diversity outreach, maintaining and monitoring the Authority's EEO data for compliance with Federal requirements and assessing the effectiveness of recruitment efforts, including and recommending improvements as necessary.
- Interprets Authority policies, procedures, laws, regulations, and Memorandums of Understanding in response to inquiries and complaints; ensures compliance with FMLA, ADA, EEO statutes; refers inquiries as appropriate.
- Works with employees regarding leave requests and provides notices and acknowledgements of leave entitlements. Makes referrals to legal or disability and leave case management service provider as appropriate. Participates in interactive process discussions as assigned.
- May conduct job analysis or position reviews, makes recommendations, as assigned, for ongoing maintenance activities for the Classification and Compensation plans.
- Answers inquiries and requests for information on subjects such as employment verification, job openings, survey inquiries, and benefits.
- Supplies input for salary and benefit surveys; conducts spot surveys of personnel practices elsewhere and otherwise researches issues upon request.
- Assists in the development and implementation of personnel management policies and practices and language proposals for memorandums of understanding.
- Assists in the development and preparation or revisions of job descriptions and in the administration of class and compensation reviews.
- Monitors compliance with all aspects of the Memorandums of Understanding.
- Works with divisions to determine classification issues and solutions; performs surveys to identify comparative class and compensation data.
- Assists in performing Workers Compensation and Risk management duties, as assigned.
- Provides personnel related schedules, charts, and reports using data from a variety of sources in budget preparation and administration, including preparation of cost estimates and justifications for recommended budget items.
- Assists employees, supervisors, and managers on a variety of personnel issues.

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- Participates and assists in the administration of the division; prepares comprehensive reports, compiles information to be used in special projects and reports; and makes recommendations.
- Independently responds to letters and general correspondence of a routine nature; initiates and maintains a variety of files and records for information related to the division; maintains manuals and updates resource materials.
- Receives, investigates, compiles data, documents, and provides support to the Authority.
- Maintains liaison with appropriate government representatives and/or private firms or entities.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles, methods, and procedures utilized in personnel management, particularly those related to recruitment/selection, classification, compensation, and salary and benefit administration.
- Principles of management, organization, budgeting, and staffing.
- Principles and techniques of administrative analyses.
- Principles and procedures of record keeping and/or records management.
- Personnel functions and pertinent federal, state, and local laws, codes, and regulations.
- Municipal government organization and operation.
- Communicate effectively in both oral and written form.
- Work effectively with employees, managers and the public.
- Maintain the highly confidential nature of personnel work.
- Convey a positive and professional image to customers, including citizens, employees and officials.

Demonstrated Ability to:

- Evaluate and recommend changes to policies, programs, and practices.
- Research, analyze, interpret, and apply various governing policies, laws, and regulations.
- Conduct research; prepare analytical reports.

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EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Four (4) years of documented education in an academic course of study or a Bachelor's Degree, supplemented by specialized training or education in public administration, personnel management, risk management or related field.

Experience:

Four (4) years of providing administrative support experience of which at least two years shall have been performing a variety of professional personnel and risk management experience. Lead direction or supervisory experience is desirable.

Licenses and Certificates:

Possession of, or ability to obtain an appropriate, valid California driver license.

TOOLS AND EQUIPMENT

Requires frequent use of personal computer, including word processing, database and spreadsheet programs; electronic scheduling; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk. Perform simple grasping and fine manipulation. Communicate extensively using a telephone and/or a personal computer, and communicate in written form.

Attend evening meetings as required. Travel out of the Authority to attend meetings.

The employee must occasionally lift and/or move up to 10 pounds.
Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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HUMAN RESOURCES ANALYST

Class Title:	Human Resources Analyst II	Class Code:	132
Division(s):	Administration	Unit:	Unrepresented - Mgr
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under direction, the Human Resources Analyst II directs human resources, benefits, and risk management programs, provides analytical support to the Division Chief and other management staff in the areas of recruitment/selection, classification/compensation, benefits administration, training and development, labor relations, policies and procedures; exercises discretion and use of good judgment in working with confidential and sensitive issues on a regular basis; and performs other related duties as required.

DISTINGUISHING CHARACTERISTICS

The Human Resources Analyst II is a full journey level classification which may be used as a generalist performing the full range of human resources duties and responsibilities under the direction of a Fire Division Chief, or as a specialist in support of a Human Resources Manager. A Human Resources Analyst performs personnel and policy work related to the costing of employee benefits, personnel budgets, and is privy to other aspects of management proposals during negotiations. This work is Confidential under the Meyers-Milias-Brown Act.

SUPERVISION RECEIVED AND EXERCISED

Reports directly to a Division Chief or Human Resources Manager. May provide functional supervision over lower-level support staff, interns, or volunteers.

Incumbents are expected to work independently, exercise sound judgment and apply professional knowledge and skill to various personnel programs and activities.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Performs a wide variety of confidential and sensitive professional personnel work in a variety of personnel program areas including recruitment, selection, classification, compensation, training, benefits administration, and other aspects of personnel.
- Plans and coordinates, executes or directs all facets of the recruitment and selection process including but not limited to developing recruitment strategies, preparing job announcements, screening and accepting or rejecting applications based on qualification standards, administering tests, placing appropriate advertising, scheduling, designing and coordinating the entire interview process; ensures that fair employment practices are followed, performing diversity outreach, maintaining and monitoring the Authority's

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EEO data for compliance with Federal requirements and assessing the effectiveness of recruitment efforts, including and recommending improvements as necessary.

- Interprets Authority policies, procedures, laws, regulations, and Memorandums of Understanding in response to inquiries and complaints; ensures compliance with FMLA, ADA, EEO statutes; refers inquiries as appropriate.
- Conducts position reviews, makes recommendations and performs, ongoing maintenance activities for the Classification and Compensation plans.
- Answers inquiries and requests for information on subjects such as employment verification, job openings, survey inquiries, and benefits.
- Coordinates and performs all aspects of leave and disability management from coaching employees in entitlements and practice, noticing and acknowledging approved leaves, tracking hours of each leave entitlement, conducting timely and compliant reasonable accommodation, temporary modified duty, and return to work programs.
- Supplies input for salary and benefit surveys; conducts salary surveys and spot surveys of personnel practices elsewhere, oversees multi-position compensation studies, and otherwise researches issues upon request.
- Develops, update, and implements personnel management policies and practices and language proposals for memorandums of understanding.
- Coordinates the development and preparation or revisions of job descriptions and in the administration of class and compensation reviews.
- Monitors compliance with all aspects of the Memorandums of Understanding.
- Works with divisions to determine classification issues and solutions; performs surveys to identify comparative class and compensation data.
- Assists in performing Workers Compensation and Risk management duties, as assigned.
- Provides personnel related schedules, charts, and reports using data from a variety of sources in budget preparation and administration, including preparation of cost estimates and justifications for recommended budget items.
- Assists employees, supervisors, and managers on a variety of personnel issues.
- Participates and assists in the administration of the division; prepares comprehensive reports, compiles information to be used in special projects and reports; and makes recommendations.
- Independently responds to letters and general correspondence of a routine nature; initiates and maintains a variety of files and records for information related to the division; maintains manuals and updates resource materials.
- Receives, investigates, compiles data, documents, and provides support to the Authority.
- Oversees personnel investigations and maintains appropriate confidentiality of reports for safety, performance, conduct, and other issues.

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- Maintains liaison with appropriate government representatives and/or private firms or entities.
- Performs related duties as assigned.

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MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Principles, methods, and procedures utilized in personnel management, particularly those related to recruitment/selection, classification, compensation, and salary and benefit administration.
- Principles of management, organization, budgeting, and staffing.
- Principles and techniques of administrative analyses.
- Principles and procedures of record keeping and/or records management.
- Personnel functions and pertinent federal, state, and local laws, codes, and regulations.
- Municipal government organization and operation.
- Communicate effectively in both oral and written form.
- Work effectively with employees, managers and the public.
- Maintain the highly confidential nature of personnel work.
- Convey a positive and professional image to customers, including citizens, employees and officials.

Demonstrated Ability to:

- Evaluate and recommend changes to policies, programs, and practices.
- Research, analyze, interpret, and apply various governing policies, laws, and regulations.
- Conduct research; prepare analytical reports.

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Four (4) years of documented education in an academic course of study or a Bachelor's Degree, supplemented by specialized training or education in public administration, personnel management, risk management or related field.

Experience:

Four (4) years of providing administrative support experience of which at least two years shall have been performing a variety of professional personnel and risk management experience. Lead direction or supervisory experience is desirable.

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Licenses and Certificates:

Possession of, or ability to obtain an appropriate, valid California driver license.

TOOLS AND EQUIPMENT

Requires frequent use of personal computer, including word processing, database and spreadsheet programs; electronic scheduling; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

On a continuous basis, sit at a desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk. Perform simple grasping and fine manipulation. Communicate extensively using a telephone and/or a personal computer, and communicate in written form.

Attend evening meetings as required. Travel out of the Authority to attend meetings.

The employee must occasionally lift and/or move up to 10 pounds.
Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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Job Descriptions

HUMAN RESOURCES MANAGER

Class Title:	Human Resources Manager	Class Code:	135
Division(s):	Administration	Unit:	Unrepresented - Mgr
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under general direction, plans, organizes and directs the day to day operations of human resources work including, but not limited to, recruitment and selection, employee relations, investigation of sensitive personnel situations, classification, compensation, benefits administration, training and development, workers' compensation, risk management, safety, labor relations, coordination of assigned activities with other divisions, provides complex staff assistance as required; performs a wide range of management duties in support of division, division and Authority goals, programs, services, budgets and policies; supervises staff directly or through subordinate supervisors; performs other job related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Human Resources Manager receives general direction from the Division Chief and policy direction from the Fire Chief through the Board of Directors. This position oversees all activities related to Human Resources.

The Human Resources Manager is distinguished from the next higher class of Fire Division Chief by the latter's responsibility for an entire Division. The Human Resources Manager is distinguished from a Human Resources Analyst by the responsibility for all day-to-day operations and programs of Human Resources, whereas the Human Resources Analyst may be responsible for human resources at the program level.

SUPERVISION RECEIVED AND EXERCISED

The position receives supervision from a Division Chief and exercises direct and indirect supervision over assigned professional, technical, and clerical Human Resources staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Plan, organize, direct, and manage the operations, staff, and activities of the Authority's Human Resources Section; aid the Fire Division Chief, Fire Chief, and other higher-level management in human resources planning and strategic decision activities.

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- Plan, develop, direct, oversee, assess, monitor, revise, and participate in a variety of personnel program areas including recruitment, selection, classification, compensation, training and workforce development, benefits administration, performance management, risk management, disability and leave management, and other aspects of personnel management.
- Develop and implement goals, objectives, policies and priorities of programs and activities; assist the Fire Division Chief in developing and implementing goals, objectives and priorities for Division; support strategic priorities, goals and performance measures of the Authority.
- Communicate and collaborate with other divisions, divisions, committees, consultants, vendors, regulatory officials, public, elected officials, executive management, and outside agencies on human resource related programs
- Determine appropriate courses of action; identify problem areas and issues, and work to resolve; evaluate division programs and activities; make recommendations for improvements; develop, implement, and monitor changes.
- Recommend staffing needs, review staffing plans, and participate in recruitment and selection of staff; provide training, monitor employee performance objectives; coach and evaluate staff; work with employees to correct deficiencies; recommend and implement disciplinary procedures; resolve grievances.
- Prepare, forecast, administer division budget; prepare cost estimates; submit justifications for budget items; monitor and control expenditures; assist in preparation of Authority budget.
- Ensure compliance with Authority ordinance and policies, the Firefighter Bill of Rights and all state and federal employment laws and mandates.
- Monitor legislation and other developments related to Division/Authority programs and operations, evaluate impact, and make recommendations.
- Oversee development of RFP's and bid packages; oversee consultants, grants, and projects.
- Manage special projects, may lead cross divisional project teams and committees.
- Conduct position reviews and classification studies, recommend, and perform ongoing maintenance activities for the Classification and Compensation plans.
- Prepare or oversee the preparation of divisional or Authority-wide communications, Board of Director reports and agenda items, informational pieces; make presentations; represent the division or Authority at Boards, Committees, Commissions, and community groups.
- Perform other duties as assigned.

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MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Laws, regulations, and guidelines governing programs, projects and activities of the assigned division.
- Principles and practices of municipal budgeting.
- Principles, structure, and organization of public sector agencies.
- Management and supervisory principles and practices.
- Advanced principles of assigned area of responsibility.

Demonstrated Ability to:

- Interpret laws, policies and procedures pertaining to division/Authority programs.
- Analyze organizational and administrative problems, programs; create, recommend, and implement an effective course of action.
- Analyze legislation related to assigned area of responsibility; evaluate impact and make recommendations.
- Develop and implement goals, objectives, policies, procedures, work standards and management controls.
- Resolve complex issues and build consensus among work groups.
- Maintain effective collaborative working relationships with other Authority staff, and various diverse community, business, and special interest groups.
- Effectively manage assigned staff, multiple programs, a diverse workload; work effectively under pressure, meet deadlines, and adjust to constantly changing priorities.
- Communicate clearly and concisely orally and in writing, make effective presentations, write reports, including reports to the Board of Directors.
- Provide technical assistance and leadership to various boards and committees
- Plan, organize, assign, review, train and evaluate the work of staff, if assigned.
- Prepare or assist with budget preparation and administration.

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EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to a Bachelor's degree from an accredited college or university with a major in human resources management, public business administration, or closely related field.

Experience:

Four (4) years of increasing responsible experience in personnel/labor relations administration including two (2) years of management and supervisory experience in various areas of the personnel field. Experience in a public agency setting is desirable.

LICENSES AND CERTIFICATIONS

Possession of, or ability to obtain an appropriate, valid California driver's license.

TOOLS

Requires frequent use of personal computer, including word processing, database and spreadsheet programs, website programs; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. On a continuous basis, sit at desk and in meetings for long periods of time. Communicate extensively through the use of a telephone and written means.

Specific vision abilities required include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

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The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

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INTERN – GENERALIST

Class Title:	Intern - Generalist	Class Code:	121
Division(s):	Fire Authority Wide	Unit:	Limited Service
EEO Code:	9	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	TBD	W/C Code:	9410

DESCRIPTION

This is a part-time temporary, position. Benefits for this position are limited to those that are required by law such as Healthy Families, Healthy Workplace Paid Sick Leave.

Duties to be determined as assigned by the Authority.

DRAFT

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DRAFT

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Job Description

FISCAL ANALYST I

Class Title:	Fiscal Analyst I	Class Code:	180
Division(s):	Administration & Operations	Unit:	Safety
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under supervision, performs a variety of technical work involving review and analysis of division and consolidated Authority budgets, programs, systems and procedures, data management, reconciliation of accounts, program assessment, grant reporting and compliance, review and oversight of payroll processing activities; performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is an entry level job class and is responsible for gathering, preparing, and the analysis of data relative to organization, operational functions, budget, and other managerial processes of fire operations. This class differs from that of Accounting Technician in that the incumbents in the latter class focus mainly on statistical and analytical reports related to technical accounting functions. It differs from Administrative Assistant I due to the latter class responsibility for administrative and clerical support services. It differs from Fiscal Analyst II in that the employee in the Fiscal Analyst II class performs broader and more responsible assignments in budget, grant, and program assessment analysis requiring a higher level of knowledge of administrative and budgetary policies, practices and techniques. Incumbents serve a one-year probationary period.

SUPERVISION RECEIVED AND EXERCISED

The Fiscal Analyst I receive supervision from a Division Chief or designee, exercises no official supervision, and provide training and direction to lower level support staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Provide technical information and instruction on routine processes regarding applicable procedures and methods; explain rules and regulations; answer questions on known matters with clear documentation and make referrals when matters are less defined.
- Develop and prepare high-quality, well-written and logical communications, and participate in the provision of well-considered, engaging, and responsive presentations as requested.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Job Description

- Perform accurate and effective research and analysis of assigned projects, systems, and programs.
- Complete work activities consistent with Authority policies and procedure, and applicable laws, codes, statutes, and regulations.
- Collect, assemble, analyze, and learn to interpret data relating to departmental and inter-departmental operations including policies, functions, organizational structures, forms and procedures, work output and workload, space and physical layouts and effectiveness of equipment; work with other Division and Authority staff to prepare accompanying narrative and statistical reports
- Review federal and state grant programs and coordinating applications for such grants. Submit grant applications, participate in reporting and compliance activities preparing schedules and tracking expenditures and receipts. Represent the Authority at boards, councils, before government agencies and community groups.
- Prepare a variety of statistical, fiscal, payroll, personnel, and related reports; complete and process technical documents related to the work of the department; ensure that documents are complete, accurate and in compliance with program and departmental policies and procedures; enter data into systems, researches and corrects discrepancies.
- Maintain and monitor department, division, or program/project expenses and budget variances; prepare schedules to track and forecast expenditures and revenues against budget; monitor expenses and grants relative to the department budget; compile department or unit budget figures, monitor funds and expenses, reconcile accounts, and create supportive schedules and lists to support budget or audit preparation.
- Become adept at carrying out administrative procedures, develop and maintain tracking and reconciliation schedules, forms, and documents; interface with other Authority staff and outside agencies in obtaining information.
- Prepares narrative and statistical reports in a wide variety of administrative and management areas and makes recommendations in connection with these studies.
- Prepare information on operations and activities of various Authority programs for dissemination to various communications media.
- Compile information for use in operating manuals and organization and workflow charts
- Review completed project files for contract compliance, track contract compliance and insurance certificates.
- Operate standard office equipment, including job-related computer hardware and software applications, facsimile and duplicating equipment, and multi-line telephones; may operate other department-specific equipment.
- May plot data points on a map, prepare graphical representation of Geographic information Systems (GIS) data, enter data into GIS databases, review existing or incoming data for currency, accuracy, usefulness, quality, or completeness.
- May perform a variety of personnel and payroll-related activities, tracking and processing personnel actions and documents, preparing wage schedules and position

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Description

control changes; analyzing and tracking departmental payroll; and answering related employee questions.

- Build and maintain positive working relationships with co-workers, other Authority employees and the public using principles of good customer service.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Organization and function of public agencies.
- Basic principles and practices of governmental accounting and financial record keeping.
- Principles and practices of preparing and monitoring budgets.
- Programs and general systems management principles.
- Principles of business mathematics and statistical analysis.
- Modern research practices and methodologies.
- Principles and practices of data collection, quality control, tracking, analysis, manipulation, reconciliation, and report preparation.
- Techniques of report writing, business case structure, and persuasive prose.
- Modern office procedures, methods, and computer equipment.
- Computer applications and programs related to the work, such as Microsoft Word and Excel, databases, and including basic methods of graphic presentations.
- English usage and syntax, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the Authority in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.
- Record keeping practices and procedures.

Demonstrated Ability to:

- Plan and organize research and statistical work.
- Understand, interpret, and apply rules, regulations, ordinances, and federal, state, and local legislation.
- Effectively operate a variety of computer, office and Authority equipment and programs.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Description

- Persuade, rationalize, and project consequences of decisions and/or recommendations; analyze administrative problems, budget requests, and a variety of programs, systems and procedures perform data collection, interpretation and evaluation pertaining to administrative, fiscal and management matters.
- Perform procedures in an organized and accurate manner.
- Use principles of inductive and deductive reasoning to validate conclusions and recommendations.
- Effectively communicate orally and in writing in English, make a persuasive argument, convey a point of view effectively, and present conclusions before advisory and policy bodies.
- Establish and maintain cooperative working relations with those contacted in the course of work.
- Provide quality customer service.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

One (1) year of experience related to general administration, accounting, budgetary analysis, or personnel work including research, analysis and preparation of written reports and recommendations

Education:

Equivalent to completion of the twelfth grade supplemented by academic course work at a collegial level in public administration, business administration, management, accounting, political science, economics, statistics, English composition, psychology, or closely related courses would provide such opportunity

Licenses and Certificates:

Possession of, or ability to obtain and maintain, a valid California Driver's License.

TOOLS

Phones; frequent use of computer, laptop, or tablet and printer, including word processing, spreadsheet, and graphics software; statistical computer programs and software; copy machine; postage machine; fax machine; base radio; 10-key calculator, typewriter, shredder, and standard office equipment.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Description

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk or hear. The employee is required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. May be expected to lift and move containers weighing up to 15 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The positions work in an office environment where the temperature remains constant. The noise level in the work environment is moderately noisy. There may be intermittent interruptions from phones, public inquiries, and other staff.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Description

FISCAL ANALYST II

Class Title:	Fiscal Analyst II	Class Code:	182
Division(s):	Administration & Operations	Unit:	Safety
EEO Code:	80	Effective Date:	3/16/2021
FLSA Status:	Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

Under supervision, performs a variety of technical work involving review and analysis of division and consolidated Authority budgets, programs, systems and procedures, data management, reconciliation of accounts, program review and assessment, grant reporting and compliance, review and oversight of payroll processing activities; may administer small programs, performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS

Positions in this class are assigned difficult and complex assignments in management and budget analysis requiring a high degree of knowledge of Authority administrative and budgetary policies, practices and techniques. Assignments are usually received with general guidelines requiring incumbents to act with considerable independence. This class is distinguished from Administrative Analyst I in that the latter performs analytical administrative work of average scope and responsibility under continuing supervision. This is the journey-level class in the series. Incumbents serve a one year probationary period.

SUPERVISION RECEIVED AND EXERCISED

The Fiscal Analyst I receive supervision from a Division Chief or designee, exercises no official supervision, and provide training and direction to lower level support staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Provide technical information and instruction regarding applicable procedures and methods; interpret and explain rules and regulations; answer questions and resolve problems or complaints.
- Develop and prepare high-quality, well-written and logical communications, and provide well-considered, engaging, and responsive presentations as requested.
- Support the development and implementation of the Authority's Strategic Plan by participating in multi-disciplinary division meetings to set and accomplish strategic objectives and goals.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

Job Description

- Perform accurate and effective research and analysis of assigned projects, systems, and programs. Make recommendations for improvement based on results of analysis.
- Complete work activities consistent with Authority policies and procedure, and applicable laws, codes, statutes, and regulations.
- Collect, assemble, analyze, and interpret data relating to departmental and inter-departmental operations including policies, functions, organizational structures, forms and procedures, work output and workload, space and physical layouts and effectiveness of equipment; prepare accompanying narrative and statistical reports
- Review federal and state grant programs and coordinating applications for such grants. Represents the Authority at boards, councils, before government agencies and community groups.
- Prepare a variety of statistical, fiscal, payroll, personnel, and related reports; complete and process technical documents related to the work of the department; ensure that documents are complete, accurate and in compliance with program and departmental policies and procedures; enter data into systems, researches and corrects discrepancies.
- Maintain and monitor department, division, or program/project expenses and budget variances; prepare schedules to track and forecast expenditures and revenues against budget; monitor expenses and grants relative to the department budget; compile department or unit budget figures, monitor funds and expenses, reconcile accounts, and create supportive schedules and lists to support budget or audit preparation.
- Carry out administrative procedures, develop and maintain tracking and reconciliation schedules, forms, and documents; interface with other Authority staff and outside agencies in obtaining information.
- Develop and recommend adoption of improved management and operational practices through research and analysis.
- Prepares narrative and statistical reports in a wide variety of administrative and management areas and makes recommendations in connection with these studies.
- Prepare information on operations and activities of various Authority programs for dissemination to various communications media.
- Prepare operating manuals and organization and workflow charts
- Review completed project files for contract compliance, track contract compliance and insurance certificates.
- Operate standard office equipment, including job-related computer hardware and software applications, facsimile and duplicating equipment, and multi-line telephones; may operate other department-specific equipment.
- May plot data points on a map, prepare graphical representation of Geographic Information Systems (GIS) data, enter data into GIS databases, review existing or incoming data for currency, accuracy, usefulness, quality, or completeness.
- May perform a variety of personnel and payroll-related activities, tracking and processing personnel actions and documents, preparing wage schedules and position

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Description

control changes; analyzing and tracking departmental payroll; and answering related employee questions.

- Build and maintain positive working relationships with co-workers, other Authority employees and the public using principles of good customer service.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

The minimum knowledge, skills, and abilities necessary to be successful at the position through the probationary or introductory period. Knowledge required for this classification includes:

Demonstrated Knowledge of:

- Organization and function of public agencies.
- Basic principles and practices of governmental accounting and financial record keeping.
- Principles and practices of preparing and monitoring budgets.
- Programs and general systems management principles.
- Principles of business mathematics and statistical analysis.
- Modern research practices and methodologies.
- Principles and practices of data collection, quality control, tracking, analysis, manipulation, reconciliation, and report preparation.
- Techniques of report writing, business case structure, and persuasive prose.
- Modern office procedures, methods, and computer equipment.
- Computer applications and programs related to the work, such as Microsoft Word and Excel, databases, and including basic methods of graphic presentations.
- English usage and syntax, grammar, spelling, vocabulary, and punctuation.
- Techniques for effectively representing the Authority in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.
- Record keeping practices and procedures.

Demonstrated Ability to:

- Plan and organize research and statistical work.
- Understand, interpret, and apply rules, regulations, ordinances, and federal, state, and local legislation.
- Effectively operate a variety of computer, office and Authority equipment and programs.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Description

- Persuade, rationalize, and project consequences of decisions and/or recommendations; analyze administrative problems, budget requests, and a variety of programs, systems and procedures perform data collection, interpretation and evaluation pertaining to administrative, fiscal and management matters.
- Perform procedures in an organized and accurate manner.
- Use principles of inductive and deductive reasoning to validate conclusions and recommendations.
- Effectively communicate orally and in writing in English, make a persuasive argument, convey a point of view effectively, and present conclusions before advisory and policy bodies.
- Establish and maintain cooperative working relations with those contacted in the course of work.
- Provide quality customer service.

EXPERIENCE AND EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

One (2) years of experience related to general administration, accounting, budgetary analysis, or personnel work including research, analysis and preparation of written reports and recommendations

Education:

Equivalent to completion of the twelfth grade supplemented by academic course work at a collegial level in public administration, business administration, management, accounting, political science, economics, statistics, English composition, psychology, or closely related courses would provide such opportunity

Licenses and Certificates:

Possession of, or ability to obtain and maintain, a valid California Driver's License.

TOOLS

Phones; frequent use of computer, laptop, or tablet and printer, including word processing, spreadsheet, and graphics software; statistical computer programs and software; copy machine; postage machine; fax machine; base radio; 10-key calculator, typewriter, shredder, and standard office equipment.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Description

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk or hear. The employee is required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. May be expected to lift and move containers weighing up to 15 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The positions work in an office environment where the temperature remains constant. The noise level in the work environment is moderately noisy. There may be intermittent interruptions from phones, public inquiries, and other staff.

This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

PLAN CHECK EXAMINER

Class Title:	Plan Check Examiner	Class Code:	160
Division(s):	CCR	Unit:	Unrepresented - PT
EEO Code:	60	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	
Retirement:	Miscellaneous	W/C Code:	9410

DESCRIPTION

To perform technical plan checking of commercial, industrial, and residential building plans; and to provide information to the public concerning applicable codes and ordinances.

DISTINGUISHING CHARACTERISTICS

The Plan Check Examiner is distinguished from other Authority non-safety classifications by the responsibility to assure the compliance with the Authority's Fire Code by commercial, industrial, and residential developers, architects, and builders, building projects in the Authority's service area, and to receive, coordinate, assemble and assess permit applications, work with builders and architects, and conduct field inspections of construction sites.

SUPERVISION RECEIVED AND EXERCISED

The Plan Check Examiner receives supervision from the Fire Marshal.

May exercise functional or technical supervision over technical and clerical staff.

EXAMPLES OF TYPICAL DUTIES

This is an illustrative list, duties may include, but are not limited to, the following:

- Review and approve construction plan for commercial, industrial, and residential buildings and ordinary standard structures submitted for building permits.
- Resolve problems with permit applicants and other members of the public regarding building code requirements.
- Receive and participate in checking applications and complex engineering and architectural plans submitted for building permits.
- Coordinate plans going to plan check consultant; prepare packet and distribute; receive and review checked plans.
- Conduct field inspections to check building sites prior to construction; conduct building inspections in the absence of inspectors.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Review building and construction plans and ascertain whether they conform to building codes and other state regulations and requirements; advise applicants of needed changes and suggest means of changing plans for compliance.
- Compute plan check fees based upon occupancy, square footage of building and valuation.
- Assist in the issuance of building permits; verify relevant information including ownership and contractor's license; coordinate with other divisions for approvals.
- Assist engineers, architects, and the public with interpretation of codes and application of ordinances to specific situations.
- Answer questions regarding code enforcement, process of obtaining permits, cost of permits and zoning requirements; receive and investigate complaints.
- Maintain a log regarding status of various projects from time of submittal to issuance of building permit.
- Prepare reports and maintain necessary correspondence; maintain handouts, drawings, and outlines explaining construction regulations.
- Reviews submitted mechanical, electrical, and plumbing plans and ascertain whether they conform to applicable code requirements; advise applicants of needed changes and suggest means of changing plans for compliance.
- Performs related duties as assigned.

MINIMUM QUALIFICATIONS

Demonstrated Knowledge of:

- Techniques, procedures, and methods utilized in plan check review.
- Standard engineering concepts used in plan check review.
- Engineering mechanics and the mechanics of materials including stress and strength of building materials.
- Building construction methods, practices, and materials.

Demonstrated Ability to:

- Interpret, understand, and apply State and local building construction codes and ordinances, land use regulations and zoning requirements.
- Check structural plans for compliance with State and local building and safety codes ordinances.
- Interpret and check a variety of complex technical engineering plans, specifications, mathematical computations, or studies of a specialized nature.
- Communicate clearly and concisely, both orally and in writing.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

- Establish and maintain effective working relationships with those contacted in the course of work.
- Occasionally function under stressful or confrontational situations.

EDUCATION AND EXPERIENCE

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Three (3) years of increasingly responsible experience in building inspection. Some experience in the review of technical construction plans is desirable.

Training:

Equivalent to the completion of the twelfth grade supplemented by additional specialized training (or college level course work) in architecture, the construction trade, or a related field.

LICENSES AND CERTIFICATES

Possession of, or ability to obtain an appropriate, valid California driver license.

Possession of, or ability to obtain, an appropriate certificate issued by the International Conference of Building Officials.

TOOLS AND EQUIPMENT USED

Computer, laptop, or tablet, including word processing, GIS, mapping, and permitting software; calculator; pencil; ruler; copy machine scanner; phone.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand; walk; talk or hear; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is frequently required to sit.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, toxic or caustic chemicals.

The noise level in the work environment is usually quiet while in the office, or moderately loud when in the field.

SELECTION GUIDELINES

Formal application; rating of education and experience; oral interview and reference check; job- related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the South San Joaquin County Fire Authority and the employee and is subject to change by the Authority as the needs of the Authority and/or the requirements of the job change.

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY
Job Descriptions

PROJECT SPECIALIST I/II

Class Title:	Project Specialist II	Class Code:	125
Department:	Fire Authority Wide	Unit:	Limited Service
EEO Code:	3	Effective Date:	3/16/2021
FLSA Status:	Non-Exempt	Revision History:	

DESCRIPTION

This is a part-time temporary, position. Benefits for this position are limited to those that are required by law such as Healthy Families, Healthy Workplace Paid Sick Leave.

Duties to be determined as assigned by the Authority.

Resolution No. _____

RESOLUTION OF BOARD OF DIRECTORS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY ESTABLISHING AND ADOPTING A CLASSIFICATION SYSTEM AND PLAN, AND AUTHORITY JOB CLASSIFICATIONS, APPROVING RELATED JOB CLASSIFICATION SPECIFICATIONS, AND RULES FOR THE CURRENT AND ONGOING ADMINISTRATION OF THE CLASSIFICATION PLAN

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires to become a standalone organization and employ personnel; and

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority desires to establish, approve, and adopt a uniform set of Job Classifications and related classification specifications for addressing and administering personnel matters; and

WHEREAS, The Job Classifications constitute a portion of the Authority's personnel system and comply with the Classification Plan as set forth by the Authority Personnel Rules (Rules); and

WHEREAS, These Job Classifications supersede any prior Job Classifications and may be changed only upon approval of the Authority Board; and

WHEREAS, The Authority has developed rules for ongoing administration of the Classification Plan and an implementation plan and schedule to communicate and disseminate the Job Classifications throughout the organization; and

WHEREAS, As a part of that implementation plan, the Authority has consulted in good faith regarding the impacts of these Job Classifications with recognized employee organizations.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the South San Joaquin County Fire Authority by this Resolution hereby approves and adopts the Authority's Classification System, establishes and adopts Job Classifications and approves related Job Classification Specifications as set forth in Attachment A, effective **Month XX, 2021**.

The foregoing Resolution 2021-_____ was adopted by the Board of Directors on the _____ day of **Month** 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Board Chair

DRAFT

APPENDIX C

Compensation System



South San Joaquin County Fire Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

STAFF REPORT

TO: Board of Directors **MEETING DATE:** **Month XX, 2021**

PREPARED BY: Jackie Heefner, Executive Assistant
APPROVED BY: Randall Bradley, Fire Chief

ITEM: ESTABLISH AND ADOPT A COMPENSATION SYSTEM, A MASTER PAY SCHEDULE, AND A COMPENSATION POLICY

RECOMMENDATION

It is recommended the Board of Directors establish and adopt a compensation system by taking the following actions:

1. Approve a Resolution establishing and adopting the Authority's Compensation Policy and Master Pay Schedule
2. Review Rules for the current and ongoing administration of the Authority's Compensation Plan

BACKGROUND

In March of 2018 (effective date July 1, 2018), a new Authority Joint Powers Agreement was adopted by both the City of Tracy (City) and Tracy Rural Fire District (Rural). The new agreement expressed the intent of transitioning employees from the current employer of record to become Authority employees. Memorialized in Section 1.6 of the new JPA agreement were the following words:

In the event that the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan ("the Personnel Plan") detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfer's effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of organizations. The Personnel Plan shall be presented to the legislative bodies of the Member Agencies. Upon their receipt of the Personnel Plan, the Member Agencies agree to meet in good faith and negotiate the terms of the Authority employing personnel. Thereafter, Member Agencies and Authority shall enter into an agreement regarding the terms of employing personnel ("the Personnel Agreement").

In mid-2020, Authority staff prepared a draft Personnel Plan signaling the Authority's intent to employ personnel and become a standalone entity. At the November 5, 2020, Board meeting, this Authority Board approved a Resolution of Intention to enter into an employee pension contract with CalPERS.

DISCUSSION

Establishing an employee pension contract with CalPERS is a major step in establishing a system of compensation and benefits for Authority employees, setting the first steps in place for the employ of personnel.

As directed by the new JPA Agreement and before any employee may be transferred in or hired by the Authority, an organization must have a personnel system in place that includes a system of job classification, compensation and benefits, risk management, payroll, and other key processes.

In fact, Government Code Section 53292 requires that,

“As nearly as possible, the firefighters who are hired shall be given positions with a rank comparable to that which they held in the dissolved or decreased district, joint powers agency, or department,” reinforces the need for such a framework.

Later in subsection (b) of the same section of 53292, the language points to forms of compensation, classification, and labor relations when it reads,

“Notwithstanding any other provision of law, where firefighters are hired as a result of the consolidation, ... the seniority or other employment rights of the employees of the district, joint powers agency, or fire department taking over the duties of the dissolved or decreased district, joint powers agency, or department shall not be impaired as a result of the consolidation, merger, incorporation, annexation, or contract, except as agreed upon in a memorandum of understanding” [with each recognized employee organization.]

To continue to accomplish the intent of and mandate in the applicable government code and in the new JPA agreement Authority staff along with members of the Transition Team have developed a Personnel Transition Plan which outlines and provides for the personnel system elements necessary to employ personnel and become and Employer of Record.

Presented below is one of the necessary personnel system elements: A Compensation System with pay ranges for each job classification that are fair and equitable and substantially similar to those at the City of Tracy, the current Employer of Record for Authority staff. To comply with Cal. Government Code, §53292, firefighters who are employed by a member agency and hired into the Authority, must be given positions with rank and seniority comparable to that which they held in their previous employment. In accord with GC §53292, the recommended pay ranges are aligned, wherever possible, with those of the City of Tracy.

Compensation System

The Authority is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. The Authority

has established its compensation system in accordance with the principles of public accountability. The Authority has adopted a Compensation Plan that includes the following:

- A Compensation Policy
- Rules for ongoing administration of the Compensation Plan (**Appendix A** and included in the Authority Personnel Rules for adoption)
- A Master Pay Schedule with defined pay ranges for each Authority classification.
- A comprehensive benefits package provisioned by labor unit and ongoing benefits administration which will be substantially like that provided by the City of Tracy and presented to the Board at a future meeting after meet and conferring with recognized employee organizations

To establish objective guidelines for establishing compensation for Authority positions and maintaining the Authority's Compensation Plan, the Authority has established a Compensation Policy. These policy guidelines are intended to ensure that the Authority's compensation practices are consistent with its public service mission, reflect its organizational values, and support related strategic plan objectives.

It is the Authority's policy to offer a sustainable compensation package that attracts and retains the highest quality candidates and employees and is interwoven with its commitment to public safety and to serving the public well by maintaining sound fiscal direction.

Periodically, the Human Resources Manager will assess the parity, competitiveness, and the existence of compaction in Authority compensation by classification. Assessments will be conducted using industry best practices and guidelines in the Authority's Compensation Policy. Assessment of compensation may include salary and wage surveys of similar classifications at labor market comparators, internal parity analyses, benefit package assessments, and other related practices. The results of each assessment performed will be considered as one of several guidelines informing the process of establishing or modifying compensation for a position or classification. The consideration of pay must be viewed in the context of total compensation, which includes the value of the benefit package provided to employees.

The Human Resources manager must also determine whether any modifications are necessary due to recruitment and retention issues, changes to positions or classifications, or changes to exempt or non-exempt status for overtime eligibility as defined by the Federal Labor Standards Act.

Modifications to the Compensation Plan Policy or Master Pay Schedule must be submitted to the Fire Chief for recommendation to Authority Board for adoption.

The adopted master pay schedule contains ranges that are nearly identical to the current pay schedule in effect at the City of Tracy. The wages and salaries for represented labor organizations were negotiated through a collective bargaining process that was reviewed and supported by the Authority's labor attorney. The pay ranges for unrepresented employees are also equivalent to the ranges on the current pay schedule for the City of Tracy as it relates to job classifications. Eligibility for merit increases will be carried over upon employee transition such

that employees who have not reached the top step of the salary step structure will be elevated to the next salary step on the same date they would have been granted the next step in their current employment.

Future revisions of the compensation plan, policy, or master pay schedule will require approval by the Authority Board. The Resolution to adopt the Compensation Policy and Master Pay Schedule and establish the Authority's Compensation System are included as **Attachment 1**.

Staff recommends the Authority Board of Directors establish and adopt a compensation system by taking the following actions:

3. Approve a Resolution establishing and adopting the Authority's Compensation Policy and Master Pay Schedule
4. Review Rules for the current and ongoing administration of the Authority's Compensation Plan

FISCAL IMPACTS

There is no fiscal impact related to adopting this resolution.

APPENDICES

Rules for Administration of the Compensation Plan

ATTACHMENTS

Resolution establishing and adopting the Authority's Master Pay Schedule and Compensation Policy



5 COMPENSATION PLAN

5.1 Compensation Plan Establishment

The Authority is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. The Authority establishes its compensation system in accordance with the principles of public accountability. The Human Resources Manager shall prepare a Compensation Plan that includes the following:

- a. A publicly available pay table with salary ranges for all classifications in the Authority, showing the minimum and maximum rates of pay;
- b. A designation of the position as full-time, part-time, limited term, or temporary;
- c. A designation of the position as paid on an hourly or salary basis.
- d. A benefits package that is provided to employees by position

These rules do not preclude the creation of separate management pay plans that, if adopted by the Authority Board, must be administered in accordance with the procedures adopted for such plan(s) by the Authority Board.

To establish objective guidelines to be used in establishing compensation for Authority positions and in maintaining the Authority's Compensation Plan, the Authority has established a Compensation Policy. These policy guidelines are intended to ensure that the Authority's compensation practices are consistent with its public service mission, reflect its organizational values, and support related strategic plan objectives.

It is the Authority's policy to offer a sustainable compensation package that attracts and retains the highest quality candidates and employees and is interwoven with its commitment to public safety and to serving the public well by maintaining sound fiscal direction.

Periodically, the Human Resources manager will assess the parity and competitiveness of Authority compensation by classification. Assessments will be conducted using industry best practices and guidelines in the Authority's Compensation Policy. Assessment of compensation may include salary and wage surveys of similar classifications at labor market comparators, internal parity analyses, benefit package assessments and other related practices. The results of each assessment performed will be considered as one of the pieces of information used as a guideline in establishing or modifying compensation for a position or classification. The consideration of pay must be viewed in the context of total compensation which includes the value of the benefit package provided to employees.

The Human Resources manager must also determine whether any modifications are necessary due to recruitment and retention issues, changes to positions or classifications, including changes to exempt or non-exempt status, resulting from a periodic review of the Classification Plan.

Modifications to the Compensation Plan Policy or Pay Schedules must be submitted to the Fire Chief for recommendation to Authority Board for adoption.



5.2 Compensation Plan Administration – Wages and Salaries

The authorized pay ranges for the respective classes of positions with such amendments as may be adopted by the Authority Board from time to time by resolution shall be applied as follows:

5.2.1 Advancement Within a Pay Range

Generally, upon progress and productivity, employees in the Authority or those occupying an appointed position shall be considered for a step advancement according to the following general plan:

- 5.2.1.1 *Steps:* There are five steps within each pay range Represented by the letters A-E, respectively.
- 5.2.1.2 *Step A.* Step “A” shall typically be paid upon initial employment into a five (5) step pay range. If the employee possesses exceptional training or experience, the Fire Chief may approve an initial appointment for step B or higher.
- 5.2.1.3 *Step Advances.* At the completion of the applicable probationary period of employment (Step Advancement Date), employees appointed at Step A are eligible for a step increase. If employed at other than Step "A" in a five (5) step pay range for the class, then consideration for advancement to the next salary step will take place after twelve months of service (approximately one year) following the date of hire. All step advances will be effective to the beginning of the closest pay period at that time. Additional step advances will be on an annual basis thereafter until the attainment of Step E.
- 5.2.1.4 *Not Automatic.* All step advances shall be based on satisfactory performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided upon recommendation by the Division Chiefs or Fire Marshal and with approval of the Fire Chief.
- 5.2.1.5 *Step at Promotion.* When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step results in a salary increase of less than five (5%) percent, they shall receive a minimum five (5%) percent increase, provided that in no event shall the new salary be above Step E of the promoted class. The Fire Chief may authorize an appointment to a position at any higher salary step in the pay range upon the recommendation by the Human Resources manager in consultation with the Division Chiefs or Fire Marshal.
- 5.2.1.6 *Special Salary Adjustments.* Except as otherwise stated in these Rules, in order to correct gross inequities or to reward outstanding achievement and performance, the Fire Chief may, upon recommendation of the Division Chief or Fire Marshal and the Human Resources manager, adjust the salary step of an incumbent of a particular position to any step within the pay range for the class to which the position is allocated. If a special salary step adjustment is authorized, it shall coincide with the beginning date of a pay period.



5.2.2 Calculation of Service Anniversary Dates and/or Step Advancement

5.2.2.1 *Dates.* Service Anniversary dates shall be established as of the effective date of employment into a regular full- or part-time position. Step Advancement Dates shall be established as of the effective date of the most recent step advancement, promotion, or reinstatement in the Authority service, or the effective date of a special salary adjustment as provided in Section 4.2.1.5 of these Rules. Service anniversary dates of those reemployed shall be established as provided by Section 8.2.2 of these Rules. All step advancements shall be effective the first day of the pay period following the step advance date unless that date falls on the first day of a pay period.

5.2.3 Applicable Salary Rates Following Pay Range Increases and Decreases.

5.2.3.1 *Same Relative Step.* Where a pay range for a given class is revised upward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative step in the new pay range (Step B to Step C to Step D, etc.) and their next step advancement date shall not be changed.

5.2.3.2 *Retention of Salary and "Y" Rates.* When a pay range is adjusted downward, incumbents may, on approval of the Fire Chief, be assigned a "Y"-rate designation to hold the employee at the current salary rate, without increases, until such time as the salary range for the new classification is the same or exceeds the amount of the "Y"-rating. Any such "Y" rate shall be indicated by a capital "Y" following the salary each time it appears on personnel records or transactions. Said "Y" rate shall be canceled on vacancy of the position.

5.2.3.3 *Pay Range Change on Step Advancement Date.* In the event that a pay range change becomes effective on an employee's step advancement date, the employee shall first receive any within-range adjustment to which entitled and then receive the corresponding step adjustment.

5.2.3.4 *Pay Range Change on Date of Promotion.* In the event that a pay range change becomes effective on the date an employee is promoted to a higher class, the employee shall first receive any corresponding step adjustment to which entitled in the lower class, and then the next higher step promotional adjustment as provided in Section 8.5.1 of these Rules.

5.2.4 Trainee Salary Range.

At the recommendation of a Division Chief or Fire Marshal, with concurrence by the Human Resources Manager, and approval by the Fire Chief, Authority non-safety classifications may be under filled by a special class of Trainee under a training program or on-the-job training assignment. Such training program or on-the-job training assignment will provide expectations and milestones for an employee to reach during the training period for said employee to acquire the full range of required skills and abilities within a reasonable and specified time. The salary paid to such employees shall be ten percent (10%) below the salary range provided herein for employees in the classification for which training is being given. The title of such employees shall be the job title provided herein dash (-) Trainee.



If an employee transfers into a Trainee class, and the employee's former salary range falls between the new class' actual and Trainee (-10%) salary ranges, the Division Chief or Fire Marshal may recommend and seek approval to set the transferred employee's Trainee salary according to the following criteria:

- a. The employee's salary placement must be an amount between the new class' actual and "Trainee" (-10%) salary ranges; and
- b. The employee's salary placement cannot exceed the employee's former salary.

5.2.5 Retirement/Resignation Notification Incentive.

The Authority may offer a Retirement/Resignation Notification Incentive in any fiscal year in which the Fire Chief deems such an incentive is necessary to assist with workforce planning or potential workforce reduction efforts. The incentive will be provided to those employees who notify the Authority during a designated incentive offer period of their retirement/resignation effective no later than the end of that fiscal year or earlier date as determined by the Fire Chief.

Each employee shall receive the same incentive amount during the incentive offer period as designated by the Fire Chief. The amount of the Retirement/Resignation Notification Incentive shall not exceed \$1,000 per employee. It will be available only to CalPERS member employees who notify the Authority of their intent to retire or resign and completely separate their employment with the Authority by the end of the specified fiscal year or earlier date as determined by the Fire Chief.

Employees must fill out a Retirement/Resignation Notification Incentive Application and submit it to the Human Resources manager by the deadline specified. The Authority will deem all signed and submitted applications to be an irrevocable letter of intent to retire or resign and payment shall be made to the individual employee.

5.3 Errors in Compensation

Each employee shall review each of his/her paychecks to ensure the employee was paid correctly. If the employee believes an error or irregularity has occurred, the employee must immediately call it to the attention of his/her supervisor who shall, in turn, notify the Administrative Division Chief. The Authority shall document all errors in compensation and the affected employees shall sign an acknowledgment for any corrections made. In the event of any underpayment of which the Authority becomes aware, the employee shall receive any amount due him/her on the next regular paycheck. In the event an employee receives an overpayment by the Authority, the employee shall reimburse the Authority for the total overpayment and the Authority may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred.

5.4 Compensation Plan Administration – Benefit Package

The Human Resources Manager must provide for a benefit plan for each paid Authority position. Benefits for part-time and temporary positions may be limited solely to those benefits provided by state, federal, or local law. The value and cost of benefit plans must be reviewed periodically, and benefits enrollments reconciled with premiums collected annually.



South San Joaquin County Fire Authority

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COMPENSATION POLICY

PURPOSE

The purpose of the South San Joaquin County Fire Authority (Authority) Compensation Policy is to establish objective guidelines to be used in establishing compensation for Authority positions. These guidelines are intended to ensure that the Authority's compensation practices are consistent with its public service mission, reflect its organizational values, and support related strategic plan objectives.

The Authority recognizes that compensation practices impact labor costs, and that labor costs account for a significant portion of the total cost to provide safe, reliable services to its community, customers, and residents. The Authority recognizes that the quality and performance of its staff has a significant impact on the Authority's ability to successfully carry out its mission. In establishing a compensation policy, the Authority is balancing its objective to attract, retain, and develop high quality staff with its objective to maintain the financial health and sustainability of the Authority.

POLICY

It is the Authority's policy to offer a sustainable compensation package that attracts and retains the highest quality candidates and employees and is interwoven with its commitment to serve the public well by maintaining sound fiscal direction. Total compensation increases, increases to wages, incentives, and benefits, must never affect the Authority's ability to enhance public safety or result in diminished service to the public or increased budget deficits. Consistent with this policy, the Authority's intention is to consider increasing total compensation through equity adjustments or cost-of-living increases for one or more positions only when the following conditions exist:

- Total compensation is no longer competitive in the marketplace as measured by the appropriate comparators; and/or
- The Authority has experienced significant recruitment and retention problems within the most recent 12 to 18 months; and/or
- Internal parity and/or compaction concerns between supervisory and subordinate classifications have been identified.

If these conditions do not exist, increases will not generally be made. For purposes of this policy, the application of appropriate merit increases will not be considered an increase in total compensation.

It should be noted that Cost of Living Adjustments (COLA) and equity adjustments are not synonymous.

Approved and Adopted: XX/XX/2021

- Equity adjustments are negotiated with the intent of bringing total compensation for identified classifications in line with the labor market.
- Cost of Living Adjustments, or COLAs, are negotiated with the intent of providing general pay increases to maintain or increase employee buying power in a shifting economy.

FACTORS CONSIDERED IN ESTABLISHING COMPENSATION

In setting compensation levels, Authority considers the following factors. The setting of compensation levels is best done using multiple sources of information. Each of the factors described contribute to the final compensation decision as one tool in the process.

Total Compensation

The Authority considers total compensation to include wages available to be earned by all positions within a classification (as opposed to incentives that may be earned only by qualified positions or individuals within a classification) and the value of those benefits received by employees. Benefits include active employee benefits and post-employment (retirement) benefits. Active employee benefits include examples such as paid vacation, holidays, and sick leave; medical and dental insurance; and related benefits. Post-employment benefits include pre-tax retirement savings benefits, pension benefits, and post-employment medical insurance.

The Authority considers total compensation to ensure meaningful comparison between other similar municipalities and public agencies and to ensure both short- and long-term fiscal impacts are considered. Compensation should be sufficient to attract and retain appropriately skilled employees and be reasonably comparable to similar employees in other public agencies.

Market Competitiveness

The Authority recognizes that in seeking to recruit and retain high quality staff, it is competing with other employers within the proximate region. In evaluating compensation levels, the Authority also evaluates its market competitiveness based on the compensation offered by regional market comparison benchmarks (comparators). The Authority selects comparators based upon the following criteria:

Labor Market Comparators

- Similarity of agencies in terms of revenue mix, size, and services provided.
 - This generally means agencies providing similar services with:
 - comparable funding and revenue growth
 - comparable types and numbers of employees
 - similarly, qualified employees to provide public service
 - comparable population and geographical areas served
 - geographical location and, often, relative proximity to the Authority to establish a labor market from which the Authority draws applicants.
 - regional Economic Area for purposes of establishing the Cost of Living.

Cost of Living Adjustments (COLA’s)

COLA’s are applied to provide uniform adjustments to wage rates across all job categories, with the intent of maintaining the purchasing value of wages under varying regional economic conditions. The Authority considers the federal US Bureau of Labor Statistics San Francisco Bay Area Consumer Price Index (Bay Area CPI) as one measure in evaluating the need for COLA’s.

Regional Market Comparison Benchmarks

Using the concepts outlined above The Authority has selected comparison benchmarks from other similar public entities and periodically conducts compensation surveys to compare its compensation to that of the identified benchmarks. These benchmarking comparison agencies are the Authority’s market competition for attracting and retaining high quality staff and will be representative of the public entities and the Authority’s employee classifications.

The Authority uses the following comparator agencies:

Stockton Fire	Lathrop-Manteca Fire
Lodi Fire	Manteca Fire
Modesto Fire	Contra Costa County Fire
Gilroy Fire	Turlock

Internal Parity

Another factor to be considered when setting compensation is the relationship between classifications within the compensation plan. In reviewing internal parity, the Authority considers the following:

- Differentials between classification within a classification series (entry or I, journey or II, Senior, Supervisor, Manager). A best practice is to set entry and journey levels at between 8% and 10% apart, supervisor or lead levels at between 10% and 15% apart, and manager levels at 15%-25% above their direct reports.
- Relationships across the classification plan within job families (supervisor, manager, analyst). Classifications in the same family and at the same level of a class series but assigned to different divisions should be compensated similarly.
- Compaction, when two classifications at different levels have pay ranges at the A step that are within 5% of each other, can become an impediment to hiring, promotion, and retention. Some employees believe that 5% is not a sufficient increase to compensation for the extra responsibilities involved in a higher-level position.

As with all other factors in setting compensation, internal parity is just one more factor to consider when setting or adjusting compensation.

Integrity, Fiscal Responsibility, and Sustainability

At the most fundamental level, exemplifying integrity and fiscal responsibility means that overall compensation structures must be sustainable. Prior to making any changes to the total compensation package, the Authority carefully considers:

- The current and anticipated budget
- Organizational staffing and structure issues
- Projections of revenues and expenditures
- Level of service and community demand for services
- The Authority's ability and willingness to pay in the context of competing priorities related to the public interest without sacrificing the level of services, maintenance of the Authority's infrastructure, or prudent reserves

Sustainability and fiscal responsibility require that both the short and long-term impacts of changes to the total compensation package are considered. Decisions about total compensation must meld the need to maintain an engaged and effective workforce with the Authority's duty and responsibility to provide services and programs that the community and the taxpayers pay for and expect.

The Authority manages its compensation and resulting total cost of labor as one of several significant components that influence the Authority's financial sustainability.

Collaboration

Within the limits of sustainable compensation, the Authority is committed to open dialog, innovative approaches, and collaborative efforts with employee groups, benefit providers, and other public agencies. The Authority will anticipate and plan for increases in benefit costs, either through setting aside funds, compensation package redesign, cost-sharing partnerships, or other appropriate methods. The Authority will ensure that compensation information is transparently communicated, so that meaningful collaboration can occur.

Resolution No. _____

RESOLUTION OF BOARD OF DIRECTORS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY ESTABLISHING AND ADOPTING A COMPENSATION SYSTEM AND PLAN, AND APPROVING AND ADOPTING A COMPENSATION POLICY AND MASTER PAY SCHEDULE FOR AUTHORITY CLASSIFICATIONS

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires to become a standalone organization and employ personnel; and

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority desires to establish, approve, and adopt a compensation system and plan consisting of a pay range for each Job Classification and a Compensation Policy to guide compensation decisions; and

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority desires to establish a Master Pay Schedule to include pay ranges for each of the classifications; and

WHEREAS, These Pay Ranges supersede any prior Pay Ranges and may be changed only upon approval of the Authority Board; and

WHEREAS, The Authority has developed rules for ongoing administration of the Compensation Plan and an implementation plan and schedule to communicate and disseminate the pay ranges throughout the organization; and

WHEREAS, As a part of the implementation plan, the Authority has consulted in good faith regarding the impacts of these Job Classifications with recognized employee organizations.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the South San Joaquin County Fire Authority by this Resolution hereby approves and adopts the Authority’s Compensation System, Master Pay Schedule, and Compensation Policy as set forth in Attachments 1 and 2 respectfully, effective **Month XX, 2021**.

The foregoing Resolution 2021-_____was adopted by the Board of Directors on

the _____ day of **Month** 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Board Chair

DRAFT

**South San Joaquin County Fire Authority
MASTER PAY SCALE
Effective March 16, 2021**

Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
Accounting Technician	Unrepresented Admin-Clerical	A	2,523.14	5,466.81	65,601.72	31.5393
		B	2,649.31	5,740.18	68,882.16	33.1164
		C	2,781.76	6,027.15	72,325.80	34.7720
		D	2,920.86	6,328.53	75,942.36	36.5108
		E	3,066.91	6,644.98	79,739.76	38.3364
Administrative Assistant I	Unrepresented Admin-Clerical	A	1,839.75	3,986.13	47,833.56	22.9969
		B	1,931.75	4,185.46	50,225.52	24.1469
		C	2,028.33	4,394.72	52,736.64	25.3542
		D	2,129.74	4,614.44	55,373.28	26.6218
		E	2,236.25	4,845.21	58,142.52	27.9531
Administrative Assistant II	Unrepresented Admin-Clerical	A	2,042.58	4,425.59	53,107.08	25.5323
		B	2,144.70	4,646.85	55,762.20	26.8088
		C	2,251.94	4,879.21	58,550.52	28.1493
		D	2,364.53	5,123.15	61,477.80	29.5566
		E	2,482.75	5,379.30	64,551.60	31.0344
Administrative Technician	Unrepresented Admin-Clerical	A	2,523.14	5,466.81	65,601.72	31.5393
		B	2,649.31	5,740.18	68,882.16	33.1164
		C	2,781.76	6,027.15	72,325.80	34.7720
		D	2,920.86	6,328.53	75,942.36	36.5108
		E	3,066.91	6,644.98	79,739.76	38.3364
Permit Technician I	Unrepresented Prof & Technical	A	2,229.34	4,830.24	57,962.88	27.8668
		B	2,340.82	5,071.78	60,861.36	29.2603
		C	2,457.85	5,325.35	63,904.20	30.7232
		D	2,580.75	5,591.63	67,099.56	32.2594
		E	2,709.79	5,871.22	70,454.64	33.8724
Permit Technician II	Unrepresented Prof & Technical	A	2,407.69	5,216.66	62,599.91	30.0961
		B	2,528.09	5,477.52	65,730.27	31.6011
		C	2,654.48	5,751.38	69,016.54	33.1810
		D	2,787.21	6,038.96	72,467.52	34.8402
		E	2,926.58	6,340.92	76,091.01	36.5822
Emergency Medical Services Manager*	Unrepresented Management	A	3,787.56	8,206.38	98,476.56	47.3445
		B	3,976.93	8,616.69	103,400.28	49.7117
		C	4,175.78	9,047.53	108,570.36	52.1973
		D	4,384.58	9,499.93	113,999.16	54.8073
		E	4,603.79	9,974.88	119,698.56	57.5474
Executive Assistant	Unrepresented Admin-Clerical	A	2,484.71	5,383.54	64,602.48	31.0589
		B	2,608.94	5,652.71	67,832.52	32.6118
		C	2,739.39	5,935.35	71,224.20	34.2424
		D	2,876.37	6,232.14	74,785.68	35.9547
		E	3,020.18	6,543.73	78,524.76	37.7523
Fire Battalion Chief*	SCFCOA	A	4,731.38	10,251.33	123,015.96	59.1423
		B	4,967.93	10,763.85	129,166.20	62.0991
		C	5,216.33	11,302.05	135,624.60	65.2041
		D	5,477.15	11,867.16	142,405.92	68.4644

**South San Joaquin County Fire Authority
MASTER PAY SCALE
Effective March 16, 2021**

Position Title	Unit		Bi-Weekly Salary	Monthly Salary	Annual Salary	Hourly Rate
Fire Captain	TFFA	E	5,751.01	12,460.53	149,526.36	71.8877
		A	3,600.44	7,800.96	93,611.52	45.0055
		B	3,780.58	8,191.26	98,295.12	47.2573
		C	3,969.49	8,600.57	103,206.84	49.6187
		D	4,167.96	9,030.58	108,366.96	52.0995
		E	4,376.36	9,482.12	113,785.44	54.7045
Fire Chief*	Unrepresented Management	Min	6,937.39	15,031.02	180,372.24	86.7174
		Max	8,430.97	18,267.11	219,205.32	105.3872
Fire Division Chief*	Unrepresented Management	A	5,669.61	12,284.16	147,409.92	70.8702
		B	5,953.08	12,898.34	154,780.08	74.4135
		C	6,250.75	13,543.30	162,519.60	78.1344
		D	6,563.29	14,220.47	170,645.64	82.0412
		E	6,891.46	14,931.50	179,178.00	86.1433
Fire Engineer	TFFA	A	3,168.79	6,865.72	82,388.64	39.6099
		B	3,327.20	7,208.94	86,507.28	41.5900
		C	3,493.58	7,569.43	90,833.16	43.6698
		D	3,668.26	7,947.90	95,374.80	45.8533
		E	3,851.68	8,345.31	100,143.72	48.1460
Fire Inspector	Unrepresented Prof & Technical	A	3,055.57	6,620.41	79,444.92	38.1947
		B	3,208.36	6,951.45	83,417.40	40.1045
		C	3,368.79	7,299.05	87,588.60	42.1099
		D	3,537.21	7,663.96	91,967.52	44.2152
		E	3,714.08	8,047.18	96,566.16	46.4260
Fire Marshal*	Unrepresented Management	A	4,980.03	10,790.07	129,480.84	62.2504
		B	5,229.02	11,329.55	135,954.60	65.3628
		C	5,490.48	11,896.04	142,752.48	68.6310
		D	5,765.01	12,490.86	149,890.32	72.0627
		E	6,053.25	13,115.38	157,384.56	75.6657
Fire Reserve	Limited Service	A				13.0000
		B				13.6500
		C				14.3300
		D				15.0500
		E				15.8000
Firefighter	TFFA	A	2,807.31	6,082.51	72,990.12	35.0914
		B	2,947.65	6,386.58	76,638.96	36.8457
		C	3,095.05	6,705.95	80,471.40	38.6882
		D	3,249.79	7,041.22	84,494.64	40.6224
		E	3,412.28	7,393.28	88,719.36	42.6535
Firefighter Trainee	Limited Service	A		426.54 Paramedic Pay (per pay period)		24.5600
				(70% of Step A, Firefighter)		0.0000
Firefighter/Paramedic (Phasing Out)	TFFA	A	3,158.38	6,843.16	82,117.92	39.4798
		B	3,316.30	7,185.32	86,223.84	41.4538
		C	3,482.12	7,544.60	90,535.20	43.5265
		D	3,656.22	7,921.81	95,061.72	45.7028

APPENDIX D

D1 Administrative Policies



South San Joaquin County Fire Authority

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STAFF REPORT

TO: Board of Directors **MEETING DATE:** **Month XX, 2021**

PREPARED BY: Jackie Heefner, Executive Assistant
APPROVED BY: Randall Bradley, Fire Chief

ITEM:

ITEM: APPROVE AND ADOPT THE NEW ADMINISTRATIVE POLICIES FOR COMMUNICABLE DISEASES, LACTATION, NEPOTISM, VIOLENCE IN THE WORKPLACE, FAMILY MEDICAL LEAVE, NEPOTISM, AND PREVENTION OF HARASSMENT AND DISCRIMINATION, AND THE AUTHORITY'S INJURY AND ILLNESS PREVENTION PROGRAM.

RECOMMENDATION

As part of a comprehensive Personnel Plan, it is recommended the Authority Board of Directors approve and adopt the following legally required policies and programs:

1. Communicable Disease Policy (meets Aerosol Transmissible Disease Protocols)
2. Lactation Policy
3. Nepotism
4. Violence in the Workplace Policy
5. Family Medical Leave Policy
6. Prevention of Harassment, Discrimination, and Retaliation Policy
7. Injury and Illness Prevention Program

BACKGROUND

In March of 2018, (effective date July 1, 2018) a new Authority Joint Powers Agreement was adopted by both the City of Tracy (City) and Tracy Rural Fire District (Rural). The new agreement expressed the intent of transitioning employees from the current employer of record to become employees of Authority. Memorialized in Section 1.6 of the new JPA agreement were the following words:

In the event that the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan ("the Personnel Plan") detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfer's effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and

other employee benefits and rights), risk management, and other administrative matters required at the start-up of organizations. The Personnel Plan shall be presented to the legislative bodies of the Member Agencies. Upon their receipt of the Personnel Plan, the Member Agencies agree to meet in good faith and negotiate the terms of the Authority employing personnel. Thereafter, Member Agencies and Authority shall enter into an agreement regarding the terms of employing personnel ("the Personnel Agreement").

In mid-2020, Authority staff prepared a draft Personnel Plan signaling the Authority's intent to employ personnel and become a standalone entity. At the November 5, 2020, Board meeting, this Authority Board approved a Resolution of Intention, to enter in an employee pension contract with CalPERS.

DISCUSSION

Establishing an employee pension contract with CalPERS is a major step in establishing a system of compensation and benefits for Authority employees, setting the first steps in place for the employ of personnel.

As directed by the new JPA Agreement and before any employee may be transferred in or hired by the Authority, an organization must have a personnel system in place that includes a system of job classification, compensation and benefits, risk management, payroll, and other key processes.

Communicable Disease Policy (CCR Title 8, Chapter 4, Section 5199)

As a Fire Authority providing emergency response care, the State of California requires compliance with Aerosol Transmissible Disease regulation. Staff has prepared a draft compliant policy for approval. The policy specifies communication, cleaning, reporting, and training protocols related to disease prevention. This policy is a higher standard than that provided for under the CalOSHA emergency rule for Coronavirus and requires an addendum defining the Authority's Coronavirus plan.

The State of California required the following policies be established by all employers:

Lactation Policy (CA Labor Code Section 1030)

To provide a safe, clean, and discreet environment and a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, Authority staff has drafted a Lactation Policy for approval.

Violence in the Workplace (CCR Title 8, Section 3442)

Violence in the workplace is a rising phenomena highest in public faced services and professions. Public safety services is specifically called out on CalOSHA's website describing compliance with Health and Safety regulation Section 3442. Authority staff has developed a compliant policy for approval that includes the following elements:

- Procedures to identify and evaluate risk factors for workplace violence
- Procedures to correct hazards
- Information on preparing for workplace violence emergencies
- Methods of Response and Investigation for violent incidents

Nepotism

Nepotism is expressly prohibited because it is antithetical to the Authority's merit-based system of service. Nepotism is defined as the practice of an employee using his or her influence or power to aid or hinder another in the employment setting because of a personal relationship. This could also be construed as discrimination or retaliation based on gender, familial status, or other protected class which would make nepotism illegal under federal and state statutes. Staff has prepared a draft policy prohibiting nepotism at the Authority for approval.

Family Medical Leave (Govt Code Section 12945.2 and CFR 29)

The Family Leave Policy has been written to comply with a variety of leave laws including the Family Medical Leave Act (FMLA) in accordance with Federal law, which is administered by the U.S. Department of Labor (DOL) and the California Family Rights Act (CFRA), which is administered by the Department of Fair Employment and Housing. CFRA leave was recently amended early this year providing enhanced options for paid leave and leave entitlements, however the Basic leave entitlements are as follows:

Basic leave entitlement

The FMLA/CFRA entitles eligible employees up to twelve (12) workweeks of unpaid, job-protected leave each calendar year (January 1st – December 31st) for specified family and medical reasons. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 workweeks of leave to care for a covered serviceman during a 12 month period.

Eligibility

Employees are eligible if they have worked for at least one year and for 1,250 hours over the previous 12 months with the same employer (State of California).

Leave must grant unpaid leave to an eligible employee for one or more of the following reasons:

- For the care of the employee's child (birth, placement for adoptions, or foster care);
- For incapacity due to pregnancy, prenatal medical care or child birth;
- For the care of the employee's spouse, son or daughter, or parent, who has a serious health condition;
- For a serious health condition that makes the employee unable to perform his/her job;
- For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter or parent (the covered military member) is on active duty or has been notified of an impending call or order to active duty in support of a contingency operation.

Authority staff has developed a draft Family Medical Leave Policy for approval. A full implementation process with forms and guideline for administration has also been developed but has not been included tonight as it does not require Board approval for

implementation.

Prevention of Harassment, Discrimination, and Retaliation (Govt Code Sections 12900-12966 and CCR 2 Section 11000 – 11141)

It is imperative that the Authority has no tolerance for illegal harassment, discrimination or retaliation. Authority staff has developed a draft policy and training program that is compliant with current law which requires that all staff including Board members be trained once annually for at least one hour and supervisor and managers be trained for two hours annually. Furthermore, the Authority is mandated to investigate any and all reports of illegal harassment, discrimination, or retaliation. This policy applies to staff, officials, contractors, consultants, volunteers, and the public who come in contact with our staff.

Illness and Injury Prevention Program

As part of a comprehensive safety program, Authority staff has prepared a draft Injury and Illness Prevention Policy and Program (IIPP) for the Authority. The program begins with the Board's establishment of a Safety Policy setting direction for a safety mindset and an effective safety program. The IIPP lays out responsibilities at each level of the organization from the Board to each employee for safe work practices, identification of hazards, reporting of injuries and illnesses, and creating a safe environment in which to work.

Staff recommends the Authority Board of Directors approve and adopt the following policies:

1. Communicable Disease Policy (meets Aerosol Transmissible Disease Protocols)
2. Lactation Policy
3. Nepotism
4. Violence in the Workplace Policy
5. Family Medical Leave Policy
6. Prevention of Harassment, Discrimination, and Retaliation Policy
7. Injury and Illness Prevention Program

FISCAL IMPACTS

There is no fiscal impact related to adopting this resolution.

APPENDICES

None

ATTACHMENTS

Resolution approving Personnel Rules and select Administrative Policies and attached policies:

1. Communicable Disease Policy (meets Aerosol Transmissible Disease Protocols)
2. Lactation Policy
3. Nepotism
4. Violence in the Workplace Policy
5. Family Medical Leave Policy
6. Prevention of Harassment, Discrimination, and Retaliation Policy
7. Injury and Illness Prevention Program

DRAFT

Resolution No. _____

RESOLUTION OF BOARD OF DIRECTORS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY APPROVING AND ADOPTING THE NEW ADMINISTRATIVE POLICIES FOR COMMUNICABLE DISEASES, LACTATION, NEPOTISM, VIOLENCE IN THE WORKPLACE, FAMILY MEDICAL LEAVE, NEPOTISM, AND PREVENTION OF HARASSMENT AND DISCRIMINATION, AND THE AUTHORITY'S NEW INJURY AND ILLNESS PREVENTION PROGRAM

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires become a standalone organization and employ personnel; and

WHEREAS, Staff of the Authority has developed a plan to transition employees from the City of Tracy to the Authority; and

WHEREAS, The Board of Directors desire to adopt Administrative Policies to provide guidance for direction for safety, health, and administrative practices are administered; and

WHEREAS, The Authority desires to establish the following legally mandated policies which are materially similar to the City of Tracy's policies (in accord with CCR 53292) except as described below, and

- Communicable Disease Policy (meets Aerosol Transmissible Disease Protocols)
- Lactation Policy
- Nepotism
- Violence in the Workplace Policy
- Family Medical Leave Policy
- Prevention of Harassment, Discrimination, and Retaliation Policy
- Injury and Illness Prevention Program

WHEREAS, The State of California has recently amended section 5199 of the Government Code amending parts of the Aerosol Transmissible Disease and necessitating changes in the Authority's Communicable Disease Policy; and

WHEREAS, The State of California has recently amended sections of the Government Code (Govt Code Sections 12945.6 and 12945.2) thereby amending and

expanding the California Family Rights Act and necessitating a change in the Authority's Family Leave Policy; and

WHEREAS, The State of California has recently amended section 12950.1 of the Government Code, thereby setting expanded training requirements, and expanding harassment criteria necessitating a change in the Authority's Prevention of Harassment, Discrimination, and Retaliation Policy, and

WHEREAS, The Board of Directors desire to approve said policies; and

WHEREAS, The Authority has met with good faith with the recognized bargaining units regarding the Personnel Rules; and

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the South San Joaquin County Fire Authority by this Resolution approves and adopts the Authority's Communicable Disease Policy, Lactation Policy, Nepotism Policy, Violence in the Workplace Policy, Family Medical Leave Policy, Prevention of Harassment, Discrimination, and Retaliation Policy, and Injury and Illness Prevention Program, and that future changes to the Rules and policies must be approved by the Board of Directors through resolution.

The foregoing Resolution 2021-_____ was adopted by the Board of Directors on the _____ day of **Month 2021**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Board Chair



Communicable Disease Policy

1.0 PURPOSE AND SCOPE

This policy provides general guidelines to assist in minimizing the risk of Authority employees contracting and/or spreading communicable diseases.

1.1 DEFINITIONS

Definitions related to this policy include:

Communicable disease - A human disease caused by microorganisms that are present in and transmissible through human blood, bodily fluid, tissue, or by breathing or coughing. These diseases commonly include, but are not limited to, hepatitis B virus (HBV), HIV and tuberculosis.

Aerosol transmissible disease (ATD) - is a disease that is transmitted either by inhalation of infectious particles/droplets or direct contact of the particles/droplets with mucous membranes in the respiratory tract or eyes.

Exposure - When an eye, mouth, mucous membrane, or non-intact skin comes into contact with blood or other potentially infectious materials, or when these substances are injected or infused under the skin; when an individual is exposed to a person who has a disease that can be passed through the air by talking, sneezing or coughing (e.g., tuberculosis), or the individual is in an area that was occupied by such a person. Exposure only includes those instances that occur due to a employee's position at the Authority. (See the specific exposure control plan in the Appendices for further details to assist in identifying whether an exposure has occurred.)

Our employees have occupational exposure to ATDs while conducting their job duties, whether at the work facility or offsite. In accordance with California Code of Regulations, title 8, section 5133, Communicable Diseases, and 5199, Aerosol Transmissible Diseases, we have implemented this written exposure control plan to reduce our employees' risk of contracting these infections, and so that we may respond in an appropriate and timely manner when exposure incidents occur.

2.0 POLICY

The South San Joaquin County Fire Authority (Authority) is committed to providing a safe work environment for its employees. Each employee is ultimately responsible for their own health and safety and for the health and safety of those around them who may be affected by their actions, choices, or behavior.

3.0 EXPOSURE CONTROL OFFICER

The Fire Chief will assign a person as the Exposure Control Officer (ECO). The ECO must develop an exposure control plan that includes:

- (a) Exposure-prevention and decontamination procedures.



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- (b) Procedures for when and how to obtain medical attention in the event of an exposure or suspected exposure.
- (c) The provision that Authority employees will have no-cost access to the appropriate personal protective equipment (PPE) (e.g., gloves, face masks, eye protection, pocket masks) for each employee's position and risk of exposure.
- (d) Compliance with all relevant laws or regulations related to communicable diseases, including:
 - 1. Responding to requests and notifications regarding exposures covered under the Ryan White law (42 USC § 300ff-133; 42 USC § 300ff-136).
 - 2. Bloodborne pathogen mandates including (8 CCR 5193):
 - (a) Sharps injury log.
 - (b) Needleless systems and sharps injury protection.
 - 3. Airborne transmissible disease mandates including (8 CCR 5199):
 - (a) Engineering and work practice controls related to airborne transmissible diseases.
 - (b) Distribution of appropriate personal protective equipment to minimize exposure to airborne disease.
 - 4. Promptly notifying the appropriate agencies (CalOSHA, Public Health, etc.) regarding employee exposures.
 - 5. Establishing procedures to ensure that employees request exposure notification from health facilities when transporting a person that may have a communicable disease and that the employee is notified of any exposure as required by Health and Safety Code § 1797.188.
 - 6. Informing employees of the provisions of Health and Safety Code § 1797.188 (exposure to communicable diseases and notification).
- (e) Provisions for acting as the designated officer liaison with health care facilities regarding communicable disease or condition exposure notification. The designated officer should coordinate with other Authority employees to fulfill the role when not available. The designated officer must ensure that the name, title and telephone number of the designated officer is posted on the Authority website (Health and Safety Code § 1797.188).

The ECO should also act as the liaison with the Division of Occupational Safety and Health (Cal/OSHA) and may request voluntary compliance inspections. The ECO must annually review and update the exposure control plan and review implementation of the plan (8 CCR 5193). Exposure Control Plans are addendums to this policy and any future amendments to this policy.



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4.0 EXPOSURE PREVENTION AND MITIGATION

4.1 GENERAL PRECAUTIONS

All employees are expected to use good judgment and follow training and procedures related to mitigating the risks associated with communicable diseases. This includes, but is not limited to (8 CCR 5193):

- (a) Stocking disposable gloves, antiseptic hand cleanser, CPR masks or other specialized equipment in the work area or Authority vehicles, as applicable.
- (b) Wearing Authority-approved disposable gloves when contact with blood, other potentially infectious materials, mucous membranes, and non-intact skin can be reasonably anticipated.
- (c) Washing hands immediately or as soon as feasible after removal of gloves or other PPE.
- (d) Treating all human blood and bodily fluids/tissue as if it is known to be infectious for a communicable disease.
- (e) Using an appropriate barrier device when providing CPR.
- (f) Using a face mask or shield if it is reasonable to anticipate an exposure to an airborne transmissible disease.
- (g) Decontaminating non-disposable equipment (e.g., flashlight, control devices, clothing, and portable radio) as soon as possible if the equipment is a potential source of exposure.
 1. Clothing that has been contaminated by blood or other potentially infectious materials must be removed immediately or as soon as feasible and stored/decontaminated appropriately.
- (h) Handling all sharps and items that cut or puncture (e.g., needles, broken glass, razors, knives) cautiously and using puncture-resistant containers for their storage and/or transportation.
- (i) Avoiding eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses where there is a reasonable likelihood of exposure.
- (j) Disposing of biohazardous waste appropriately or labeling biohazardous material properly when it is stored.

4.2 POSITIONS WITH POTENTIAL EXPOSURE

All employees of the Authority have the potential to encounter a communicable disease depending on the nature of the emergency or call and the level of emergency or pandemic.



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However, the following positions have the highest risk of contracting an aerosol transmittable disease: paramedics, firefighters, captains, and battalion chiefs.

4.3 IMMUNIZATIONS

Employees who could be exposed to HBV due to their positions may receive the HBV vaccine and any routine booster at no cost (8 CCR 5193).

4.4 OCCUPATIONAL EXPOSURE RISKS

Employees are considered to have occupational exposure to aerosol transmissible diseases if their work activity or work conditions are reasonably anticipated to present an elevated risk of contracting these diseases without protective measures in place. "Elevated" means higher than what is considered ordinary for other employees who have direct contact with the general public in occupations that are not covered under the Aerosol Transmissible Disease Standard (8 CCR 5199), such as bus drivers and retail employees.

The Department has conducted a risk assessment and determined that employees in the following job classifications may have occupational exposure to aerosol transmissible disease while performing their job duties: Firefighters, Fire Engineers, Fire Captains, Fire Chiefs, Fire Reserves, Fire Interns, Fire Trainees.

High hazard procedures are procedures performed on a Communicable Disease "Case" or suspected case, an individual with substantially similar symptoms of or testing positive to a communicable disease, where the potential for being exposed to a communicable disease or aerosol transmissible pathogen is increased due to the reasonably anticipated generation of aerosolized pathogens.

The Department has analyzed the job tasks performed by the job classifications listed in this section and has determined the following high hazard procedures:

- (a) Transporting suspected Communicable Disease Cases to a medical care facility or for medical evaluation in a vehicle not covered under (8 CCR 5199 (g)(4)(H) exception 2).
- (b) The provision of lifesaving first response medical intervention and treatment.
- (c) The retrieval of a Communicable Disease Case from a compromised or burning structure.
- (d) A lengthy carry of a suspected positive communicable disease case, primarily in close quarters or less than optimal ventilation conditions.

4.5 ENGINEERING AND WORK PRACTICE CONTROLS

The ECO oversees the execution and assesses the efficacy of the following engineering and work practice controls implemented as part of a wholistic communicable disease prevention program.

- (a) The provision of a solid partition separating the passenger from the employees in all transport vehicles (8 CCR 5199 (g)(4)(H) exception 2).
- (b) Testing and documenting adequate airflow in transport vehicles and providing trunk-based ventilation systems or requiring open windows during transport where indicated (8 CCR 5199 (g)(4)(H) exception 2).
- (c) The provision of respiratory protection during transport of suspected positive cases when



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either the above protections are not in place, performance of aerosol generating procedures is present, or the patient is not masked.

5.0 POST EXPOSURE

5.1 INITIAL POST-EXPOSURE STEPS

Employees who experience an exposure or suspected exposure must:

- (a) Begin decontamination procedures immediately (e.g., wash hands and any other skin with soap and water, flush mucous membranes with water).
- (b) Obtain medical attention as appropriate.
- (c) Notify a supervisor as soon as practicable.

5.2 REPORTING REQUIREMENTS

The supervisor on-duty must investigate every exposure or suspected exposure that occurs as soon as possible following the incident. The supervisor must ensure the following information is documented (8 CCR 5193):

- (a) Name and Social Security number of the employee exposed
- (b) Date and time of the incident
- (c) Location of the incident
- (d) Potentially infectious materials involved and the source of exposure (e.g., identification of the person who may have been the source)
- (e) Work being done during exposure
- (f) How the incident occurred or was caused
- (g) PPE in use at the time of the incident
- (h) Actions taken post-event (e.g., clean-up, notifications)

The supervisor must advise the employee that disclosing the identity and/or infectious status of a source to the public or to anyone who is not involved in the follow-up process is prohibited. The supervisor should complete the incident documentation in conjunction with other reporting requirements that may apply (see the Occupational Illness and Work-Related Injury Reporting Policy).

5.3 MEDICAL CONSULTATION, EVALUATION AND TREATMENT

Authority employees must have the opportunity to have a confidential medical evaluation immediately after an exposure and follow-up evaluations as necessary (8 CCR 5193).

The ECO should request a written opinion/evaluation from the treating medical professional that contains only the following information:

- (a) Whether the employee has been informed of the results of the evaluation.
- (b) Whether the employee has been notified of any medical conditions resulting from



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exposure to blood or other potentially infectious materials which require further evaluation or treatment.

No other information should be requested or accepted by the ECO.

5.4 COUNSELING

The Authority must provide the employee, and his/her family if necessary, the opportunity for counseling and consultation regarding the exposure (8 CCR 5193).

5.5 SOURCE TESTING

Testing a person for communicable diseases when that person was the source of an exposure should be done when it is desired by the exposed employee or when it is otherwise appropriate (8 CCR 5193). Source testing is the responsibility of the ECO. If the ECO is unavailable to seek timely testing of the source, it is the responsibility of the exposed employee's supervisor to ensure testing is sought.

Source testing may be achieved by:

- (a) Obtaining consent from the individual.
- (b) Complying with the statutory scheme of Health and Safety Code § 121060. This includes seeking consent from the person who was the source of the exposure and seeking a court order if consent is not given.
- (c) Testing the exposed employee for evidence of a communicable disease and seeking consent from the source individual to either access existing blood samples for testing or for the source to submit to testing (Health and Safety Code § 120262).

The ECO is responsible for coordinating the testing to ensure expediency and to prevent unnecessary or duplicate testing. No employee should pay for testing.

The ECO should seek the consent of the individual for testing and consult the Authority's legal representative to discuss other options when no mandate exists for compelling the source of an exposure to undergo testing if he/she refuses.

6.0 CONFIDENTIALITY OF REPORTS

Medical information must remain in confidential files and must not be disclosed to anyone without the employee's written consent (except as required by law). Test results from persons who may have been the source of an exposure are to be kept confidential as well.

7.0 TRAINING

All employees must participate in training regarding communicable diseases commensurate with the requirements of their position. The training (8 CCR 5193):

- (a) Must be provided at the time of initial assignment to tasks where an occupational exposure may take place and at least annually after the initial training.
- (b) Must be provided whenever the employee is assigned new tasks or procedures



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affecting his/her potential exposure to communicable disease.

- (c) Should provide guidance on what constitutes an exposure, what steps can be taken to avoid an exposure and what steps should be taken if a suspected exposure occurs.

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FAMILY AND MEDICAL LEAVE POLICY

PURPOSE

To establish a compliant policy and procedures for the provision of family and medical care leaves for Authority personnel the Authority's Family and Medical Leave Policy (hereinafter "FML Policy") is hereby adopted by the South San Joaquin County Fire Authority (hereinafter "Authority") Board of Directors (hereinafter "Authority Board"). This policy replaces and supersedes any prior pregnancy disability, family medical, or FMLA/CFRA policies previously in use and may be changed only upon approval of the Authority Board.

FAMILY AND MEDICAL CARE LEAVES

1.1. Statement of Policy; Concurrent Running of FMLA and CFRA Leaves

The South San Joaquin County Fire Protection Authority (Authority) provides family and medical care leave for eligible employees as required by State and federal law. This Policy is supplemented by the Federal Family and Medical Leave Act ("FMLA"), and the California Family Rights Act ("CFRA"). Unless otherwise stated in this Policy, "Leave" means leave pursuant to the FMLA and CFRA. Unless otherwise provided by law, the Authority will run each employee's FMLA and CFRA leaves concurrently.

1.2. Definitions

1.2.1. "12-Month Period"

A rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

1.2.2. "Single 12 Month Period" (Care for a Service Member)

A 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered servicemember and ends 12 months after that date.

1.2.3. "Child" or "son or daughter"

A child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care, and includes a biological, adopted, foster or stepchild. A child is "incapable of self-



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care” if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning shopping, taking public transportation, paying bills, maintaining a residence, or using telephones and directories.

1.2.4. **“Parent or Legal Guardian”**

The biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

1.2.5. **“Spouse”**

One or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined below.

1.2.6. **“Domestic Partner”**

Another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in California Family Code section 297 or a legal union formed in another state that is substantially equivalent to the California domestic partnership.

1.2.7. **“Serious Health Condition”**

An illness, injury impairment, or physical or mental condition that involves:

- 1) Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered “inpatient” when a health care facility admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility does not actually remain overnight; or
- 2) Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:



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- a. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and
- b. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - i. Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision
 - ii. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
- 3) Any period of incapacity due to pregnancy or for prenatal care. (29 CFR § 825.120; Gov. Code §12945.2(c)(8).) Note that pregnancy is a "serious health condition" only under the FMLA. Under health California law, an employee disabled by pregnancy is entitled to pregnancy leave. (See Policy 808, Leave Because of Pregnancy, Childbirth, or Related Medical Condition.)
- 4) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious condition is one which:
 - a. Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- 5) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of but need not be receiving active treatment by health care provider.



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- 6) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment. (29 CFR § 825.113; Gov. Code § 12945.2(c)(8); 2 Cal.Code Regs § 11087(q)(1).)

1.2.8. “Health Care Provider”

The following is used to refer to the individual(s) who provides health care to the employee:

- 7) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;
- 8) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, which directly treats or supervises treatment of a serious health condition;
- 9) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- 10) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- 11) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
- 12) Any health care provider from whom an employer or group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits. (29 CFR § 825.102; Gov. Code § 12945.2(c)(6).)

1.2.9. “Covered active duty”

A member of the Armed Forces as follows:

- 1) A member of regular component of the Armed Forces, assigned to duty during deployment of the member with the Armed Forces to a foreign country; or



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- 2) A member of the reserve component of the Armed Forces, assigned to duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions

1.2.10. “Covered Servicemember”

A member of the Armed Forces in the following capacities:

- 1) A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- 2) A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

1.2.11. “Outpatient Status”

With respect to a covered servicemember, the status of a member of the Armed Forces assigned to either:

- 1) A military medical treatment facility as an outpatient; or
- 2) A unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

1.2.12. “Next of Kin of a Covered Servicemember”

- 1) means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

1.2.13. “Serious Injury or Illness”

As applied to members of the Armed Forces in the following capacity:

- 1) In the case of a member of the Armed forces, including a member of the National Guard or reserves, means an injury or illness that a covered servicemember incurred in the line of duty on active duty in the Armed Forces (or existed before



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the beginning of the member's active duty and was aggravated by the service in the line of duty on active duty in the Armed Forces) and that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating; or

- 2) In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

1.3. Reasons for Leave

Leave is only permitted for the reasons listed below.

- 1) The birth of a child or to care for a newborn of an employee; (29 CFR § 825.120; Gov. Code § 12945.2(c)(3)(A));
- 2) The placement of a child with an employee in connection with the adoption or foster care of a child; (29 CFR § 825.121; Gov. Code § 12945.2(c)(3)(A));
- 3) Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition; (29 CFR § 825.113; Gov. Code § 12945.2(c)(3)(A) & (B));
- 4) Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position; (29 CFR § 825.113; Gov. Code § 12945.2(c)(3)(C));
- 5) Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation (29 CFR § 825.126 -- This is a FMLA leave and not a CFRA leave); or
- 6) Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period. (29 CFR § 825.127 -- This is a FMLA leave and not a CFRA leave.)



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1.4. Misuse of FML Leave

Employees who misuse or abuse family and medical care leave may be disciplined up to and including termination. Employees who fraudulently obtain or use CFRA leave are not protected by the CFRA's job restoration or maintenance of health benefits provisions.

1.5. Employees Eligible For Leave

An employee is eligible for leave if:

- 1) The employee has been employed by the Authority for at least 12 months; and
- 2) The employee has been employed by the Authority for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- 3) The Authority directly employs at least 50 full or part-time employees within a 75-mile radius for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year. The workweeks do not have to be consecutive. The phrase "current or preceding calendar year" refers to the calendar year in which the employee requests the leave or the calendar year preceding this request.
- 4) NOTE: Employees are eligible for PDL from first date of hire.

An employee is eligible for 12 weeks of parental leave to bond with a new child within one year of the child's birth, adoption or foster care placement if:

- 1) The employee has been employed by the Authority for at least 12 months; and
- 2) The employee has been employed by the Authority for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- 3) The Authority directly employs at least 20 full or part-time employees within a 75-mile radius.

1.6. Amount of Leave

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered servicemember) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave, and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first. (29 CFR § 825.127.)



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Pregnancy Disability Leave

Employees who are disabled due to pregnancy, childbirth or a related medical condition are entitled to up to 17 1/3 weeks (approximately four (4) months) of unpaid leave during their time of disability. An employee on pregnancy disability leave may use any accrued vacation, sick or other leave in order to receive regular compensation benefits during the absence. This leave may occur pre- and post-partum in conjunction with a physician verified disability due to pregnancy, childbirth, or a related medical condition. Use of this leave does not affect eligibility for parental leave under the FMLA and CFRA to bond with a child.

When both parents are employed at the Authority and desire to use bonding leave, the Authority will require the parents to share on 480 hour leave bank as allowed by law.

1.7. Minimum Duration of Leave

The minimum length of leave allowable for intermittent use of leave is as follows:

- 1) If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two weeks duration on any two occasions.
- 2) If leave is requested to care for a child, parent, spouse or the employee him/herself with serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this Policy is required.

1.7.1. Parents both Employed by the Authority

If both parents of a child, adoptee, or foster child are employed by the Authority and are entitled to bonding leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period.

If both parents of a covered servicemember are employed by the Authority and are entitled to leave to care for a covered servicemember, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this Policy.



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1.8. Employee Benefits While On Leave

Employees while on protected medical leave under FMLA/CFRA will continue to have the following benefits:

- 1) **Group Health Insurance During Unpaid Leave:** Leave under this Policy is unpaid. While on unpaid leave, employees will continue to be covered by the Authority's group health insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, the Authority will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).
- 2) **Benefit Plans Not Provided through the Authority's Group Health Plan During Unpaid Leave Do Not Continue:** The Authority does not pay for benefit plans that are not part of the group health plan for any employee on unpaid leave. As a result, employees will not continue to be covered under the Authority's benefit plans that are not provided through the Authority's group health plans while the employee is on unpaid leave.

OR ...

- 3) **Benefit Plans Not Provided through the Authority's Group Health Plan During Unpaid Leave Do Continue:** While on unpaid leave, employees will continue to be covered by the Authority's benefits plans that are not part of its group health plan for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job.
- 4) **Payment of Premiums:** Employees may make the appropriate contributions for continued coverage under the health benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave). The Authority will inform the employee whether the direct payments for premiums should be paid to the carrier or to the Authority, and the deadlines for paying premiums in order to prevent coverage from being dropped. Employee contribution rates are subject to any changes in rates that occur while employee is on leave.
- 5) **Recovery of Premium if the Employee Fails to Return from Leave:** If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the Authority shall have the right to recover its share of health plan



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premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

1.9. Substitution of Paid Accrued Leaves

Although family and medical care leave is unpaid, an employee may elect, and the Authority will require an employee, to concurrently use all paid accrued leaves during family and medical care leave as described below.

1.10. Employee's Right to Use Paid Accrued Leave Concurrently with Family Leave

An employee may use any earned or accrued paid leave except sick leave for all or part of any unpaid family and medical care leave. An employee is entitled to use sick leave concurrently with family and medical care leave for the employee's own serious health condition or that of the employee's parent, spouse, domestic partner or child.

1.11. Authority's Right to Require an Employee to use Paid Leave when using FMLA/CFRA Leave

Except as provided for paid leave by law (Paid Emergency Sick Leave Act and Emergency Family Medical Leave Act, both of 2020), employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two exceptions:

- (a) Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and
- (b) An employee must agree to use accrued sick leave to care for a child, parent, spouse or domestic partner.

1.12. Authority's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves

If an employee takes a leave of absence for any purpose which also qualifies under both the FMLA and CFRA, the Authority will designate that leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement. The only exception is for **[peace officers and firefighters]** who are on paid industrial injury leave. (Labor Code §4850(e).)



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1.13. Authority's and Employee's Rights if an Employee Requests Accrued Leave without Mentioning FMLA or CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a FMLA/CFRA qualifying purpose, the Authority may not ask the employee if the leave is for a FMLA/CFRA qualifying purpose. However, if the Authority denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA qualifying purpose, the Authority may require the employee to exhaust accrued leave as described above.

1.14. Medical Certification/ Recertification

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

- 1) ***Employee's Own Serious Health Condition:*** Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested.
- 2) ***Family Member Serious Health Condition:*** Employees who request leave to care for a child, parent, domestic partner or a spouse who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, or spouse, and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent or spouse. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered



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family member, the employer must obtain recertification if additional leave is requested.

- 3) ***Servicemember Serious Injury or Illness:*** Employees who request FMLA leave to care for a covered servicemember who is a child, spouse, parent or “next of kin” of the employee, must provide written certification from a health care provider regarding the injured servicemember’s serious injury or illness. The Authority will verify the certification as permitted by the FMLA regulations.
- 4) ***Qualifying Exigency:*** The first time an employee requests FMLA leave because of a qualifying exigency, an employer may require the employee to provide a copy of the military member’s active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member’s active duty service. A copy of the new active duty orders or similar documentation shall be provided to the Authority if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. The Authority will verify the certification as permitted by the FMLA regulations.

1.15. Time to Provide a Medical Certification

When an employee has provided at least 30 days’ notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to the Authority within the time frame requested by the Authority (which must allow at least 15 calendar days after the employer’s request), unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts.

1.16. Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. (2 Cal.Code Regs § 11091(b)(3); 29 CFR § 825.313(a) & (b).) However, if an employee fails to provide a medical certification within the time frame established in this Policy, the Authority may delay the taking of FMLA/CFRA leave until required certification is provided, or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.



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1.18. Human Resources Director's Review of the Contents of Medical Certification for Employee's Own Serious Health Condition

The Human Resources Director review will consist of the following:

- 1) **Complete and Sufficient:** The employee must provide a certification for his or her own serious health condition that is complete and sufficient to support the request for leave. A certification is incomplete if one or more of the applicable entries on the certification form have not been completed. A certification is insufficient if the information on the certification form is vague, ambiguous, or not responsive. If the certification is incomplete or insufficient, the Human Resources Director will give the employee written notice of the deficiencies and seven days to cure, unless a longer period is necessary in light of the employee's diligent, good faith efforts to address the deficiencies.
- 2) **Authentication and Clarification:** After giving the employee an opportunity to cure the deficiencies in a medical certification for the employee's own serious health condition, the Human Resources Director may contact the health care provider who provided the certification to clarify and/or authenticate the certification. "Authentication" means providing the health care provider with a copy of the certification form and requesting verification that the information on the form was completed or authorized by the health care provider who signed the form. "Clarification" means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of the response. The Human Resources Director may not ask for additional information beyond that required on the certification form.

1.19. 806.14 Second and Third Medical Opinions For Employee's Own Serious Health Condition

If the Authority has a good faith, objective reason to doubt the validity of a certification for the employee's serious health condition, the Authority may require a medical opinion of a second health care provider chosen and paid for by the Authority. If the second opinion is different from the first, the Authority may require the opinion of a third provider jointly approved by the Authority and the employee but paid for by the Authority. The opinion of the third provider will be binding. The Authority must provide the employee with a copy of the second and third medical opinions, where applicable, without cost, upon the request of the employee.



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1.21.806.15 Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The Authority may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

1.22. Employee Notice of Leave

Although the Authority recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least 30 days’ notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact day(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

1.23. Reinstatement Upon Return From Leave

- 1) **Reinstatement to Same or Equivalent Position:** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.
- 2) **Date of Reinstatement:** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the Authority, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.
- 3) **Employee’s Obligation to Periodically Report on Condition:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.



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- 4) **Fitness for Duty Certification:** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement. Authority may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the Authority within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the Authority, and the employee is notified of the Authority's intent.
- 5) **Reinstatement of "Key Employees":** The to deny reinstatement on such basis at the time the employer determines that such injury would occur.

Required Forms

Employees must complete the applicable forms to receive family and medical care leave. Please see the Human Resources Manager or your Division Chief for current forms. If forms are available online, the locations will be listed below.



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Lactation Policy

REFERENCE: Labor Code § 1030, 1032 and 29 USC § 207(r)

SECTION 1: PURPOSE

To provide a safe, discreet manner in which a mother may express breast milk for her infant child during her work hours and to meet current legislation.

SECTION 2: POLICY

It is the policy of the Authority to assist new mothers in the care and feeding of their infants promoting health and well being through safe, discreet, places to express milk.

SECTION 3: Lactation Break Time

An overtime-eligible employee who wishes to express breast milk for their infant child for up to a period of one (1) year after the birth of the child, during their scheduled work hours, will receive a reasonable amount of additional unpaid time beyond the 15-minute compensated rest period.

SECTION 4: Request Process

Those desiring to take a lactation break must notify a supervisor prior to taking such a break. The supervisor has an obligation to respond to the request within a reasonable time. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or urgent circumstances.

SECTION 5: Location

The Authority will make reasonable efforts to accommodate employees by providing an appropriate location to express milk in private. The Division Chief - Administration will attempt to find a location very near the employee's work area, and the location will be other than a toilet stall. Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied, and the employee should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees



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assigned to the field may be taken at the nearest appropriate private area.

SECTION 6: Complaint Process

Employees should contact the Division Chief - Administration immediately to report any violations of this policy. An employee also has the right to file a complaint directly with the Labor Commissioner for any violation of the law related to lactation accommodations.



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Nepotism Policy

SECTION 1: Purpose

The purpose of this policy is to provide guidance regarding South San Joaquin County Fire Authority (Authority) employment practices pertaining to the employment of relatives of Authority employees.

SECTION 2: Policy

It is the policy of the Authority not to discriminate in its employment and personnel actions with respect to its employees, prospective employees, and applicants based on familial or marital status. No employee, prospective employee, or applicant will be denied employment or benefits of employment based on their familial or marital status. This policy applies to the selection of persons for a training program leading to employment in addition to the above-designated persons. This policy applies to all Authority offices and positions, including, but not limited to, full-time, part-time, temporary, provisional, and employment under a contract where the terms of the contract may be influenced by a City official or employee who a relative of the employee in question. The City of Tracy reserves the right to reasonably regulate for reasons of supervision, safety, security, or morale, the working of spouses and relatives in the same division.

SECTION 3: Appointment of Relatives of Officers and Fire Chief

The Authority will prohibit any appointment to a paid position within the Authority of any person or employee who has a marital or familial relationship with the Fire Chief or a member of the Authority's Board of Directors.

SECTION 4: Definitions

Marital status is defined as an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment, or other marital state for the purpose of this anti-discrimination policy.

Spouse is defined as one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

Familial status is defined as the state of an individual's specific relatives working for the Authority and shall include spouse, child, brother, sister, parent or parent-in-law,



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stepbrother, stepsister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or first cousin.

SECTION 5 Appointments and Promotions

The Authority shall prohibit the initial appointment or advancement of any person or employee to any position within any department within the Authority, wherein that person so appointed or advanced would or may in any manner or form, supervise, public safety dispatch, or evaluate; or wherein that person would or may be supervised, dispatched or evaluated by any person within the same department, where, in either event, there exists a marital, familial status, or dating relationship factor between said persons.

SECTION 6: Employee Marriages and Dating Relationships

In the event two persons employed in the same City department marry each other and would thereby fall within the prohibitions listed in this policy, one of such employees will be transferred to a comparable vacant position, if any exists, in another division or City department. The transfer of such employee shall be done in consultation with the Division Chief – Administration.

If no comparable position is then vacant, the married employees may remain in their respective positions for up to six (6) months. If a conflict still exists at the end of six (6) months, the married employees may designate the one to be terminated, or the employee with less seniority will be terminated.

If the event two employees begin a dating relationship, and one party is in a supervisory position, that person is required to inform management and the Director of Human Resources of the relationship. The employees will have 60 days to resolve the situation on their own. After 60 days, if the employees have not yet resolved the situation on their own by means acceptable to the City, such as a transfer or employment outside the company, the employees' supervisors will work with the Division Chief - Administration to determine the most appropriate action for the specific situation. This may include transfer or, if necessary, termination of one of the employees.



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Policy Template

REFERENCE: Government Code Sections, regulation citations, and other governing authority references

SECTION 1: PURPOSE

State in concise terms why a policy is needed for this. What is it intended to do, prevent, clarify, inform, or guide?

SECTION 2: POLICY

State the pure policy, no definitions, explanations, or other nonsense here. Concisely and clearly write what you intend. This is the overarching rule. Most policies will be set by the Board with an Authority-wide focus. Some policies may be Divisional (e.g., the policy for using training rooms and equipment, sleeping quarters, laundry, or food storage areas).

SECTION 3:

Policies may include several sections, especially if they are legislated or are part of a program or plan. Sections may include: Controls, Mitigation Measures, Training, Documentation, Reporting, and other elements that are fixed by law, regulation, ordinance, code, or other, higher rule.

SECTION 4:

Sometimes a section may define who the eligible or required parties are to the policy and it may also list exceptions.

SECTION 5

Tables, resources, and references are most often found in procedures but can be found in policies (e.g., Links to GSA Per Diem tables for travel reimbursement, if applicable).

SECTION 6: PROCEDURE



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Procedures are the how, the forms and processes we use to accomplish work within the parameters, rules, and protocols of a policy. Unless mandated by law to be in your policy statement, write administrative and operational procedures separately. This provides organizational agility as work or nomenclature changes or clarity is required.



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Most policies will take only 1-3 pages to define.

EXCEPTION[S]

Policies that have been highly legislated or relate to large programs or projects. Policies that should be broken into several policy statements but make organizational sense to string together (e.g., Classification, compensation, grant sub-recipient, inside HazMat plans, or recruitment and selection).

FORMS

A policy may mandate use of a specific form or resource and this should follow the policy as an attachment. Often this happens due to local, state, or federal legislation.



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employees to publicly disclose their personal assets and income. They also must disqualify themselves from participating in decisions that may

affect receiving income or gifts from that source on your statement of economic interests; (Government Code Section 89503(c)). Gift limits are effective until December 31 each

SECTION 3: PROCEDURE

Upon being offered or receiving a gift limited by this policy, an individual must notify the gift giver of this policy and graciously decline or return the gift.

Upon being offered or receiving a gift limited by this policy, an individual may elect to pay the market value of the gift. Additionally, this information must be recorded in the Fire



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POLICY AND COMPLIANT PROCEDURE FOR THE PREVENTION OF HARASSMENT, DISCRIMINATION, RETALIATION, AND BULLYING

PURPOSE

The purpose of this policy is to establish a strong commitment to prohibit and prevent discrimination, harassment, retaliation, and workplace bullying in South San Joaquin County Fire Authority (Authority) employment; to define those terms; and to set forth a procedure for investigating and resolving internal complaints. The Authority encourages all covered individuals to report, as soon as possible, any conduct that is believed to violate this Policy.

POLICY

It is the policy of the Authority to promote a work environment free from discrimination, harassment, retaliation, and workplace bullying. The Authority has zero tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of law to violate this Policy. A single act can violate this Policy and provide grounds for discipline or other appropriate sanctions.

This Policy prohibits the Authority and its elected or appointed officials, officers, employees, contractors, trainees, volunteers, interns, reserves, and vendors from harassing or discriminating against an applicant, unpaid intern, reserves, volunteers, officer, official, vendor, contractor, or other member of the public, because of:

1. an individual's protected classification.
2. the perceptions that an individual has a protected category; or
3. the individual associates with a person who has or is perceived to have a protected category.

This policy also prohibits the Authority and its elected or appointed officials, officers, employees, contractors, volunteers, interns, trainees, reserves, and vendors from bullying, for any reason, an applicant, unpaid intern, volunteer employee, officer, official, vendor, contractor (or other member of the public),

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

The District will institute appropriate corrective and disciplinary action or up to and including termination for prohibited behavior as defined below even if the violation does not rise to the level of unlawful conduct.



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Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate disciplinary action up to and including termination.

Allegations of harassment, discrimination, bullying or retaliation could be the subject of disciplinary action, up to and including termination from employment, if determined to be frivolous, alleged to avoid one's own discipline, or made in bad faith.

The Authority recognizes and supports the obligation to reasonably accommodate employees with disabilities or religious beliefs or practices to allow those employees to perform the essential functions of their jobs. If an employee believes they need a reasonable accommodation based on disability or a religious belief or practice, the employee should discuss the matter with their supervisor or the human resources unit.

Definitions

The following definitions apply to all sections of this policy.

2.1. Protected Category:

This Policy prohibits harassment or discrimination because of an individual's protected category. "Protected Classification" includes actual or perceived race (including, but not limited to, hair textures and protective hair styles), religious creed (including religious dress and grooming practices), color, sex (including gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding, and medical conditions related to breastfeeding), national origin, ancestry, physical or mental disability¹, medical condition (including cancer), genetic characteristics or information, marital status, age (over 40), sexual orientation (including homosexuality, bisexuality, or heterosexuality), and military or veteran status protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other legally protected basis or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

Interpretation and Application of Policy:

This policy shall not be construed to create a private or independent right of action. Although this policy is intended to prohibit discrimination consistent with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the California Fair Employment and Housing Act, California Labor Code Section 1102.1, and the Affordable Care Act, the Authority reserves the right to interpret and apply this policy to provide greater protection than what is afforded under those laws.



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Policy Coverage:

This Policy prohibits Authority elected or appointed officials, officers, employees, or contractors from harassing or discriminating against applicants, officers, officials, employees, unpaid interns, volunteers, or contractors because of 1) an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

Misconduct:

Harassment and Discrimination are considered serious acts of misconduct and will not be tolerated from or by coworkers, officers, Directors, third parties, supervisors, and managers. Employees who violate this policy and engage in acts of harassment or discrimination of any type, for any duration, must be subject to severe disciplinary action, up to and including termination.

Discrimination:

As used in this policy, discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely or in part on the employee's, or applicant's, perceived or actual protected category, including unequal treatment based upon the employee or applicant's association with a member of these protected classes. This Policy prohibits treating individuals differently because of the individual's protected category as defined in this Policy.

Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their protected category; allowing the applicant's or employee's protected category to be a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected category.

Harassment

As used in this policy, harassment is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected categories listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

Harassment may include, but is not limited to, the following types of behavior, if that behavior is taken because of a person's protected classification. Note that harassment is not limited to conduct by AUTHORITY employees. Under certain circumstances, harassment can also include



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conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or even members of the public:

Speech, such as epithets, derogatory comments or slurs, and propositioning based on a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification, or race-oriented stories and jokes.

Physical acts, such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement. This includes pinching, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts.

Visual acts, such as derogatory posters, cartoons, emails, pictures, or drawings related to a protected classification.

Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

Sexual Harassment:

As used in this policy sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth,

breastfeeding, or related medical conditions), gender, gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into two types:

1. Quid Pro Quo Sexual Harassment ("this for that") - Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment. Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.
2. Hostile Work Environment Sexual Harassment Conduct of a sexual nature or based on sex by any person in the workplace that unreasonably interferes with an



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employee's work performance and/or creates an intimidating, hostile or otherwise offensive working environment. Examples include:

- a. Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
- b. Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets. - Leering, obscene, or vulgar gestures or making sexual gestures.
- c. Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
- d. Impeding or blocking movement, unwelcome touching, or assaulting others.
- e. Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- f. Conduct or comments consistently targeted at one gender, even if the content is not sexual.

2.2. Guidelines for Identifying Harassment:

To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:

- 2.2.1. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
- 2.2.2. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
- 2.2.3. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
- 2.2.4. Even visual, verbal, or physical conduct between two individuals who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.



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2.2.5. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).

2.3. Retaliation:

As used in this policy retaliation is defined as any adverse conduct or employment action taken against an employee, applicant, or contractor because an applicant, employee, or contractor has reported harassment or discrimination, or has participated in the complaint and investigation process described herein. The SSJCFPA has zero tolerance for any retaliatory behavior or actions. Retaliation is strictly prohibited. "Adverse conduct" includes but is not limited to: taking sides because an individual has reported harassment or discrimination, spreading rumors about a complaint, shunning and avoiding an individual who reports harassment or discrimination, or real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination. The following individuals are protected from retaliation under this Policy: those who make good faith reports of harassment or discrimination, those who associate with an individual who is involved in reporting harassment or discrimination, and those who participate in the complaint or investigation process.

2.4. Workplace Bullying:

The Authority considers workplace bullying unacceptable and will not tolerate it under any circumstances. It is the Authority's Policy that all applicants, officers, officials, employees, unpaid interns, volunteers, contractors, or members of the public should be able to conduct business and work in an environment free of bullying.

Authority expects all communications and interactions between its employees, officers, officials, volunteers, and unpaid interns with each other, vendors, contractors, and members of the public will, always, be professional, courteous, and respectful.

Managers and supervisors must take reasonable measures to prevent workplace bullying, and to respond promptly if it is identified, to address and prevent future instances. All employees are encouraged to report workplace bullying by following the complaint procedure in this Policy.

Workplace Bullying includes but is not limited to behavior that harms, intimidates, offends, degrades, or humiliates an individual, possibly in front of other employees, clients, or members of the public. Examples of bullying include, but are not limited to, profane or disrespectful language; hostile and rude behavior and speech directed at another person; derogatory or sarcastic remarks and comments about another person's appearance or job performance; angry outbursts or yelling; name calling; throwing anything at or toward another person; comments that undermine another person's trust and confidence; and, retaliation against any person who has



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reported disruptive behavior. Bullying does not include adverse comments made by a supervisor as part of an employee's performance evaluation.

Disciplinary action or other appropriate sanctions up to and including termination of employment will be instituted for prohibited behavior as defined in this Policy.

Retaliation against any employee who is a target of bullying behavior, as well as any employee who makes complaints about or participates in any investigation or administrative process related to a complaint of workplace bullying is prohibited.

All employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates this policy so that we have an opportunity to address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this policy. The Authority is committed to responding to alleged violations.

TRAINING REQUIREMENTS

Every two years, all Authority employees must attend Sexual Harassment Prevention and Workplace Civility training aimed at increasing their understanding of and preventing workplace sexual harassment (including harassment on the basis of sexual orientation, gender identity, and gender expression) and their role in creating an underlying culture of mutual respect in our workplace. As required by AB1343, the training must be interactive and will be provided to all supervisory employees for at least one hour every two years and supervisors for two hours every two years.

Specific components of the supervisor training will include how to promptly and effectively respond to sexual harassment when it occurs, the effects of abusive conduct in the workplace, and ways to appropriately intervene if one witnesses behavior that is not in keeping with this policy. The training must be provided by trainers who, in addition to the other requirements set forth in 2 CCR 11024, have the ability through training or experience to train supervisors on how to identify, investigate, report, and respond to unlawful harassment, discrimination, and retaliation in the workplace.

COMPLAINT PROCEDURE

Any employee or applicant who experiences or witnesses behavior that they believe violates this policy is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior. The applicant or employee should also immediately report the alleged violation to his/her supervisor, manager, or the Director of Human Resources. There is no chain of command when contacting the Director of Human Resources; an individual does not need supervisor or manager approval to do this. If the alleged offender is the employee's supervisor or manager, the employee should report the conduct to any other supervisor, manager or the Director of Human



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Resources. A complaint may be brought forward verbally or in writing. Written complaints can be made using the Complaint Form (attached to this policy).

2.3. An employee, job applicant, unpaid intern, volunteer, or contractor who believes they have experiences or witnessed behavior that they believe violates this policy may make a complaint verbally or in writing with any of the following. There is no need to follow the chain of command:

- a. Immediate supervisor;
- b. Any supervisor or manager within or outside of the department;
- c. Any department head; or
- d. Director of Human Resources.

2.4. Any supervisor or department head who receives a harassment complaint is required to immediately notify the Director of Human Resources immediately.

2.5. Upon receiving notification of a harassment complaint, the Director of Human Resources shall:

2.5.1. Provide the complainant with a timely response indicating that the complaint has been received and that a fair, timely, and thorough investigation will be conducted.

2.5.2. Timely authorize and supervise a fair and thorough investigation of the complaint by impartial and qualified personnel and/or investigate the complaint. The investigation will afford all parties with appropriate due process and include interviews with:

- a. the complainant;
- b. the accused harasser; and
- c. other persons who have relevant knowledge concerning the allegations in the complaint.

2.5.3. Review the factual information gathered through the investigation to reach a reasonable conclusion as to whether the alleged conduct constitutes harassment, discrimination, or retaliation giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.

2.5.4. Timely report a summary of the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor, and the department head. If discipline is imposed, the level of discipline will not be communicated to the complainant.



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- 2.5.5. If conduct in violation of this Policy occurred, take or recommend to the appointing authority prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- 2.5.6. Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.
- 2.5.7. Take reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
- 2.6. The Authority takes a proactive approach to potential Policy violations and will investigate if its officers, supervisors, or managers become aware that harassment, discrimination, or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.
- 2.7. The Contact person for complaints about harassment, discrimination, bullying, or retaliation is the Division Chief – Administration.

Employee Name: Chief Tad Neave

Telephone Number: (209) 831-6741

Email Address: tad.neave@sjcfire.org

- 2.8. Option to report to outside administrative agencies: An individual has the option to report harassment, discrimination, or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process.

California Department of Fair Employment and Housing
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
800-884-1684 (voice), 800-700-2320 (TTY)
or California's Relay Service at 711
contact.center@dfeh.ca.gov <https://www.dfeh.ca.gov>

U.S. Equal Employment Opportunity Commission
450 Golden Gate Avenue 5 West,
P.O. Box 36025 San Francisco, CA 94102-3661
1-800-669-4000 or
510-735-8909 (Deaf/hard-of-hearing callers only)
<http://www.eeoc.gov/employees>



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The nearest offices are listed in the government section of the telephone book or employees can check the posters that are located on employer bulletin boards for office locations and telephone numbers.

Confidentiality

Every possible effort will be made to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. An individual who is interviewed during an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. However, an employee may discuss the interview with their bargaining unit representative who is not otherwise a party to the complaint. The AUTHORITY will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

DEFINITIONS

7.1. Managers and Supervisors are responsible for:

- a. Informing employees of this Policy.
- b. Modeling appropriate behavior.
- c. Taking all steps necessary to prevent harassment, discrimination, or retaliation from occurring.
- d. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
- e. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
- f. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
- g. Informing those who complain of harassment or discrimination of their option to contact the EEOC or DFEH regarding alleged Policy violations.
- h. Assisting, advising, or consulting with employees and the Human Resources Director regarding this Policy and Complaint Procedure.
- i. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with employer Personnel Rules, up to and including discharge.
- j. Implementing appropriate disciplinary and remedial actions.



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- k. Reporting potential violations of this Policy of which they became aware, regardless of whether a complaint has been submitted, to the Human Resources Department or the department head.
- l. Participating in periodic training and scheduling employees for training.

7.2. Each employee or contractor is responsible for:

- a. Treating all employees and contractors with respect and consideration.
- b. Modeling appropriate behavior.
- c. Participating in periodic training.
- d. Fully cooperating with the employer's investigations by responding fully and truthfully to all questions posed during the investigation.
- e. Maintaining the confidentiality of any investigation that the employer conducts by not disclosing the substance of any investigatory interview, except as directed by the department head or Human Resources Director.
- f. Reporting any act, they believe in good faith constitutes harassment, discrimination, or retaliation as defined in this Policy, to their immediate supervisor, or department head, or Human Resources Director.

Dissemination of Policy

All Authority employees shall receive a copy of this Policy when they are hired. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return acknowledging that the employee has received, read, and understands this Policy.

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Workplace Harassment Complaint Form (including Sexual Harassment)

This form is to be used to document any claim of illegal harassment, including sexual harassment, which occurs in the workplace. To ensure that all harassment complaints are managed appropriately, effectively, and in accordance with the organization's policy, harassment complaints, including sexual harassment complaints, will be recorded using this form. Only those individuals authorized to receive such complaints may do so. An individual need not complete this form to report an act of violence but will be contacted by a Division Chief to complete the form as part of an initial review of the matter. If needed, guidance can be obtained from the Division Chief – Administration.

Complainant:	Dept:
Name(s) of individual engaged in the harassment:	
Please describe the specific incident of harassment alleged. Describe each incident separately, including dates, times and locations. If you cannot remember exact dates, times or locations, please provide approximations. Use additional pages if necessary.	

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Are there others who may have witnessed this alleged harassment? If so, please provide their name(s).

Are there others who may have experienced similar alleged harassment by the individual named above? If so, please provide their name(s).

Did you tell anyone about your experience after the alleged incident(s)? If yes, please provide their name(s).

Are there others who have witnessed this behavior or others who experienced similar behavior by the individual named above? If so, please provide their name(s) and state whether they are a witness to this behavior or an individual who has experienced similar behavior:

Did you speak to the individual named in this report about the alleged harassment? If yes, what was his or her response?

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Complainant Signature: _____ Date: _____

Print Name: _____

Job Title: _____

*I attest that the information I have provided is a true and accurate description of my complaint and that I have not willfully or deliberately made false statements. I understand that the College of Optometry prohibits any individual from retaliating against me for filing a complaint and that I am to notify my immediate supervisor or Division Chief - Administration that I am a victim of retaliation.

OFFICIAL ONLY:

Signature of person receiving complaint: _____ Date: _____

Print Name: _____

Job Title: _____

DRAFT



INJURY AND ILLNESS PREVENTION PROGRAM

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INJURY AND ILLNESS PREVENTION PROGRAM

This Illness Prevention Program (IIPP) establishes the South San Joaquin County Fire Authority's (Authority) written procedures for the implementation of the Authority Safety Program. The IIPP assigns responsibility towards preventing, controlling, and eliminating hazardous or potentially hazardous conditions in the workplace and serves as the foundation for all Authority Safety Programs.

The Cal/OSHA IIPP requirements are found in Title 8, California Code of Regulations, Section 3203, *Injury and Illness Prevention Program*. This content of this document is organized into the following responsive areas:

- Program Review and Certification
- Purpose and Policy Statement
- Responsibilities
- Compliance
- Communication
- Hazard Assessment
- Accident, Incident and Near Miss Reporting and Investigation
- Hazard Correction
- Training and Instruction
- Record Keeping

This document does not contain the Authority's Hazard Mitigation or Emergency Action Plans. Each Division Fire Chief is responsible to work with the Training Coordinator to prepare and maintain these plans. Division and Station safety plans are incorporated in this document as an addendum and can be viewed at the specific location for which they are written.

The IIPP identifies the divisional requirements for the following safety practices:

- An Authority-wide safety mindset and a commitment that together and as individuals we conduct ourselves in a safe manner and ensure that safe work practices, documentation, protocols, and reporting timely occur.
- Responsibilities for all Authority employees at each level of the organization.
- Accident investigation, documentation, reporting, and correction responsibilities



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and procedures for any incident occurring during employment or on an Authority work site.

- Standards and required documentation and reporting for training, communication, and employee access to the IIP Program documentation.
- Hazard identification, assessment, abatement or mitigation, documentation, and reporting standards.
- Standards for safety as a part of performance management and discipline.

SECTION 1: Program Review and Certification

The Authority's Injury and Illness Prevention Program will be reviewed and revised as necessary to ensure the program is current. All revisions are documented on [Attachment A](#), Program Review and Certification Log.

SECTION 2: Purpose and Policy

Purpose: To establish a Cal-OSHA mandated Employee Injury and Illness Prevention Program (IIPP), in accordance with the California Code of Regulations, Title 8, Section 3203.

Policy: The Authority holds the safety of our employees, as well as that of the public we serve, as a high priority. The consideration of worker safety, and the safety of the public, bears as high a priority as the decision to commit funds or complete a task and no function of the Authority is so critical as to require a compromise of safety.

The Authority is committed to providing a place of employment free from health and safety hazards, promoting safe working practices, and complying with all applicable federal, state, and Authority safety requirements.

SECTION 3: Responsibilities

Authority Board: The Authority Board establishes the overall safety policy for the Authority and authorizes sufficient funding to adequately provide for and perform the duties and responsibilities in this plan.

Fire Chief: The Fire Chief has the overall authority and responsibility for implementing the provisions of the IIPP for the Authority. Specific responsibilities include, but are not limited to:

- Ensuring that the program targets losses, exposures, and complies all applicable



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- government standards.
- Providing active leadership & participation in the safety program.
 - Holding those in management or supervisory positions accountable for safety and loss control.
 - Establishing and supporting a safety committee, if established.
 - Ensuring adequate funding is made available for the successful implementation of this program.
 - Ensuring the safety program is fully implemented
 - Ensuring policy and procedures are current.

Division Chiefs and Training Manager: The Division Chief serves as a safety liaison between the Board and Chief and mid-management and employees within the Division, and is responsible for administering, designing, and maintaining the safety program for the assigned Division. The Training Manager serves as the main recordkeeper and source of training for the Authority. Their responsibilities include the following:

- Providing support regarding all safety related issues.
- Reviewing, revising, and developing safety policies and procedures in order to keep the safety program updated and in compliance with Cal/OSHA requirements.
- Developing, implementing, and maintaining an effective safety program to prevent accidents, injuries, and illnesses.
- Coordinating with those in leadership roles and positions in the activities required to meet the provisions of the safety program.
- Implementing a training schedule to track and document that safety training and other Cal/OSHA requirements are scheduled and implemented.
- Monitoring and coordinating safety training and events for compliance with the projected training schedule.
- Managing safety record keeping requirements.
- Participating in accident/incident investigations, as necessary.
- Monitoring the effectiveness of the program and making recommendations to reduce risks and eliminate or control unsafe conditions in the workplace.
- Monitoring and tracking periodic safety inspections for compliance with safety program requirements.
- Ensuring that all new employees receive New Employee Safety Orientation.



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- Implementing systems to encourage employee participation in the safety program.

Managers, Supervisors, Battalion Chiefs, and Captains: The former positions are responsible to model good safety behavior, hold themselves and other employees responsible for their actions related to safety in the workplace, and for:

- Providing safety information and training through tailgate meetings and during staff meetings
- Evaluating safety practices and behaviors as an element of performance management.
- Helping to develop a cooperative safety attitude by being an example to employees.
- Encouraging employees to report unsafe conditions, practices, and near misses.
- Completing their part of the New Employee Safety Orientation program in a timely manner for employees under their direct supervision.
- When appropriate, discussing safety concerns and safe job procedures as part of section meetings
- Ensuring documented tailgate meetings are occurring as required.
- Coordinating with the Safety Representative (or designee) to schedule, develop, implement, and document all workgroup safety training.
- Reporting & documenting all injuries, property damages, near misses, unsafe conditions, and unsafe practices in accordance with this policy.
- Ensuring unsafe conditions or practices are evaluated and corrected in a timely manner
- Ensuring safety inspections are conducted and documented in accordance with this policy
- Conduct special safety inspections if new substances, job tasks, or equipment introduce new hazards to their employees
- Conducting accident/incident investigations when required by this policy, or as requested
- Ensuring employees receive prompt medical attention for all injuries/illnesses
- Ensuring that employees under their direct supervision know, understand, and follow established safety guidelines
- Providing the necessary personal protective equipment to employees under their direct supervision and train them on its use



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Employees: It is the responsibility of each employee to follow safe working practices and comply with safety rules and regulations.

- Specific responsibilities include, but are not limited to:
- Actively contributing to the success of the overall safety program
- Accomplishing their duties using safe work practices
- Reporting unsafe conditions and practices in accordance with Section 6.0 Hazard Assessment
- Conducting safety inspections of their respective work areas and/or equipment when requested
- Correcting any observed unsafe conditions or practices, when and where appropriate
- Immediately reporting all imminent and/or serious safety conditions/practices to their supervisor
- Maintaining good housekeeping duties pertaining to their work assignments
- Reporting all injuries to a supervisor immediately or as soon as possible
- Protecting themselves from hazardous exposures/conditions by using the proper engineering controls, administrative controls, and /or personal protective equipment when required or necessary
- Maintaining safety equipment in good condition with all safety guards in place when in operation
- Advising management when there is a need for job specific training
- Coaching fellow employees on safe work practices, whenever appropriate
- Participating on the Safety Committee when requested
- Taking the initiative to temporarily suspend any work activity or unsafe conditions that they believe is an imminent or serious hazard (I.e. is immediately dangerous to life and health)
- Employee rights include, but are not limited to:
- A safe and healthful working environment.
- Receive information and training in general safety and job specific work practices
- Refuse work that would violate a health and safety standard or order where such violation would pose a real and apparent hazard to his/her safety and health
- To not perform a job until they have received instructions and training on the proper and safe work procedures



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- Contact Cal/OSHA about unsafe or unhealthful working conditions. Such complaints are strictly confidential per Cal/OSHA policy
- Have an employee representative accompany Cal/OSHA on an inspection and to talk privately to the Cal/OSHA representative during an inspection

SECTION 4: Compliance

All employees, including managers and supervisors, are responsible for complying with safe and healthful work practices. The Authority's system of ensuring that all employees comply with these practices includes one or more of the following practices:

- Informing workers of the provisions of the IIPP.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthful work practices.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices in accordance with the Authority's disciplinary procedures.

SECTION 5: Communication

The Authority recognizes that open, two-way communication between management and employees on health and safety issues is essential to an injury-free, productive workplace. The following systems of communication at the Authority are designed to facilitate a continuous flow of safety and health information between management and employees in a form that is readily understandable.

5.1 New Employee Orientation:

Safety Orientations will be conducted at the time of hire and include a discussion of safety and health policies relevant to their position that stresses the importance of safety in the workplace. Safety orientation is a combined effort and is documented using the New Employee Orientation Checklist.

5.2 Safety Postings:

All appropriate and required safety information will be posted on Bulletin Boards throughout Authority worksites and stations or in other locations that are highly visible and accessible to all employees.



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5.3 Reporting of Unsafe Conditions Or Practices:

[Attachment C](#), Report of Unsafe Condition or Practice is used to report any unsafe conditions, practices, or near misses they may have observed or experienced. Completed forms are given to the Division Chief. Employees may submit completed forms anonymously if they so choose. The Division Chief will review all reports of unsafe conditions and determine the necessary actions needed to correct hazardous conditions in accordance with Section 8.0 Hazard Correction.

5.4 Safety Meetings:

Safety meetings will be held periodically to review and discuss safety issues and to provide relevant safety information. Safety meetings will be documented on [Attachment B](#), Safety Meeting & Training Attendance Form, or equivalent.

5.5 Required Safety Training:

Employees will receive job specific training in accordance with the tasks they are required to perform, the hazards posed and regulatory requirements. This training will be provided either at time of hire as part of the New Employee Orientation, prior to performing the activity or being exposed to the hazard. All safety training will be documented on [Attachment B](#).

5.6 Equipment Safety Training:

Equipment safety training will be provided on all new equipment where training is necessary to prevent employee, coworker or third-party injury or property damage. This training will be documented on [Attachment B](#).

5.7 Special Safety Meetings and Tailgate, or Station Meetings:

As appropriate, supervisors or managers will hold special safety meetings, tailgate or station safety meetings to review and discuss safety issues arising out of any unusual working conditions such new job activities, work procedure, hazardous substance, new equipment, on-site contractor activities, or other non-routine working conditions. All Safety Meetings will be documented on [Attachment B](#).



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SECTION 6: Hazard Assessment

Hazard assessment and correction activities include the following programs:

6.1 Periodic Inspections:

The Authority will conduct documented safety inspections of the worksite and job activities in accordance with the following schedule in order to identify, evaluate, and correct workplace hazards and unsafe work practices.

- When the IIPP is first established
- Periodic inspection frequencies are determined by a division's work activities and associated hazards and will be performed quarterly, at a minimum
- When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace
- When new, previously unidentified hazards are recognized
- When occupational injuries and illnesses occur
- When employees are hired and/or reassigned to a process or work task for which a hazard evaluation has not been previously conducted
- Whenever workplace conditions warrant an inspection

6.2 Safety Inspection Documentation and Tracking:

All safety inspections and safety hazards discovered will be documented using [Attachment D](#): Safety Inspection Report. The Division Chief will review all completed inspection reports. Hazards and unsafe conditions will be prioritized for correction by the Division Chief, or designee, according to the Section 8.0: Hazard Correction. The Division Chief, or designee, will monitor the status of these hazards and unsafe conditions until they have been corrected. When hazards have been corrected, the date will be logged onto the corresponding [Attachment D](#).

6.3 Special Safety Inspections:

Special safety inspections will also be performed whenever:

- New substances, processes, or equipment are introduced to the workplace that represents a new occupational safety and health hazard
- The Authority is made aware of a new or previously unrecognized hazard



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SECTION 7: Incident and Exposure Investigation

Employees are to report all work-related injuries and illnesses to their immediate supervisor in accordance with Section 7.1. A thorough investigation will be performed depending upon the seriousness of the incident and/or injury as outlined in Section 7.2.

7.1 Occupational Injury and Illness Reporting Procedures:

First Aid Injury:

If the injury or illness is a minor first aid injury, the employee will report the injury or illness to their supervisor. The supervisor will log this information according to the Accident, Incident and Near Miss Investigation Procedures ([Attachment F](#), Accident, Incident, and Near Miss Investigation). Examples of minor first aid injuries include (but are not limited to) minor cuts, abrasions, or other injuries that only require flushing, cleansing, applying ointments, or require a covering such as a bandage, Band-Aid, or gauze pad. The purpose of recording these types of injuries is to ensure that all minor injuries & illnesses are dated in the event the injury/illness requires medical attention and/or becomes recordable (i.e. on the Cal/OSHA 300 Log) at a later date.

Recordable Injury:

If the injury is beyond first aid (e.g. requires outside medical attention) the employee and their supervisor will follow the Authority's Workers' Compensation claims procedures.

7.2 Investigation:

The Authority will perform internal investigations of accidents, incidents and near misses in accordance with [Attachment F](#). The main objective in conducting an investigation is to identify the root cause(s) of the accident or incident and make any changes necessary to prevent the accident or incident from occurring again.

Purpose of the Investigation:

The main objective in investigating is to identify the root cause and any other factors that contributed to the incident so that steps can be taken to prevent the incident from occurring again.



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Conditions to Investigate:

All occupational incidents will be evaluated and documented using the Employee Incident Report and the Supervisor's Incident Report. Additionally, the following incidents will require a full investigation:

- Fatalities
- Serious Injury (i.e. inpatient hospitalization for a period of 24 hours for other than medical observation)
- Lost Time Injury
- Vehicle or equipment incidents involving employee or third-party injuries
- Vehicle or equipment incident involving third party property damages

Procedure and Documentation:

An internal investigation of incidents will be performed using the Incident Investigation Report Form ([Attachment E](#)).

When to Investigate:

An incident evaluation and/or investigation will be performed as soon as possible after the supervisor has become aware that an incident has occurred.

7.3 Reporting to Cal/OSHA

[in accordance with [Title 8, Sections 330\(h\)](#) and [342](#)]

The Authority's IIPP Administrator, or designee, will **immediately** make a telephone report to the American Canyon District Office of the CA Division of Occupational Safety and Health at (707) 649-3700 to report any **serious occupational injury, illness, or death**.

Immediately means as soon as practically possible but not longer than 8 hours after the Authority knows or with diligent inquiry would have known of the death or serious injury or illness.

Serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment which requires inpatient hospitalization for a period of 24 hours for other than medical observation or in which an employee suffers a loss of any member of the body or suffers any serious degree of permanent disfigurement.



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The following information must be included in the report, if available:

- Time and date of accident
- Employer's name, address, and telephone number
- Name and job title, or badge number of people reporting the accident
- Address of site of accident or event
- Name of person to contact at site of accident
- Name and address of injured employee(s)
- Nature of injury
- Location to where injured employee was moved
- List and identity of other law enforcement agencies present at the site of accident
- Description of accident and whether the accident scene instrumentality has been altered

SECTION 8: Hazard Correction

Whenever possible, workplace hazards and unsafe work practices will be corrected as soon as they are identified. If not corrected the day of discovery, a target date for correction will be established based upon the following criteria:

8.1 Imminent Hazard:

Imminent hazards are those conditions or practices that pose an immediate threat to the life or health of employees, public, or others who may be exposed. If not corrected, this activity or condition will likely cause a serious injury, serious illness, or fatality. If an imminent hazard is present, employees should stop activity and take immediate corrective action. If employees are unable or unsure what action to take, they will notify their supervisor who will take immediate corrective action, if possible. In either case, the employee shall document these condition(s) using [Attachment C](#). If it is necessary for employees to enter the area to correct the hazardous condition, they will be provided with the necessary protection and will be trained to perform these duties. If the imminent hazard cannot be corrected, the hazard area shall be declared "off-limits" until the hazard is corrected.

8.2 Serious Hazard:

Serious hazards are hazards that indicate substantial probability that an employee, public,



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or others will suffer physical harm. If a serious hazard is present, employees should stop activity and notify their supervisor. Serious hazards shall be corrected as soon as possible or shall be declared off limits until the hazard is corrected. The employee shall document these condition(s) using [Attachment C](#).

8.3 General Hazard:

General hazards are those that may affect the safety and health of employees. General Hazards are brought to the attention of the supervisor using [Attachment C](#). General Hazards will be corrected as appropriate.

8.4 Regulatory Hazard:

A regulatory hazard pertains to permits, posting, record keeping, reporting requirements, or procedure deficiencies not directly affecting the safety and health of the employees. These deficiencies are noted on [Attachment C](#) for further review by the employee's supervisor and is corrected as appropriate.

SECTION 9: Training and Instruction

All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows and documented using [Attachment B](#) or equivalent:

- When the IIPP is first established
- To all new employees
- To all employees given new job assignments for which training has not previously provided
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard
- Whenever the employer is made aware of a new or previously unrecognized hazard
- To supervisors to familiarize them with the safety and health hazards to which workers under immediate direction and control may be exposed
- To all employees with respect to hazards specific to each employee's job assignment



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SECTION 10: Record Keeping

The following safety records will be kept on file with the Authority for a minimum of 3 years:

- Incident investigations
- Safety Inspections
- Safety training records including the date of the training, the name of the person conducting the training, and a description of training contents
- Staff safety meetings including the names of attendees, the date and any safety items (e.g. topics, discussions, incident recaps, etc.)
- Unsafe Condition/Practice Reports and corrective action(s) taken



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Violence in the Workplace

SECTION 1: PURPOSE

The purpose of this policy is to establish a strong commitment to providing a safe and secure work environment that has no tolerance for harassment, intimidation, violence, or threats of violence in all the workplaces of the South San Joaquin County Fire Authority (Authority); to provide for training and education of all employees regarding this policy; and to set forth procedures for reporting, investigating, and resolving incidents and complaints of violence in the workplace.

SECTION 2: POLICY

It is the policy of the Authority to promote a safe and secure work environment that has no tolerance for harassment, intimidation, threats or acts of violence for our employees. Any behavior that raises concerns for the safety of another person's life, health, well-being, family, or property, whether direct or indirect, constitutes unacceptable conduct.

All reports of incidents will be taken seriously, and appropriate actions will be taken to enhance the safety and security, as fully as possible, of Authority employees, contractors, consultants, volunteers, and members of the public from harassment, intimidation, threats, and acts of violence, which may occur at Authority workplaces, and during the performance of Authority duties. This policy covers not only employees of the Authority but individuals from outside the Authority threatening or perpetrating violence against Authority employees, volunteers, contractors, or consultants.

No tolerance means that every act of violence in the workplace, regardless of nature, must be reported to your Division Chief and to the Division Chief – Administration.

All employees are responsible for maintaining a safe work environment. Employees who make threats, exhibit threatening behavior, engage in violent acts against the life, health, well-being, family, or property of others while at work may be removed from the premises, may be subject to disciplinary action, up to and including termination, and may be subject to criminal penalties, or all of these actions.

In addition, employees are prohibited from possessing firearms, weapons, or other dangerous devices in the workplace or at the work site unless expressly authorized by the nature of their work. This prohibition includes any simulated or toy weapons. Employees are prohibited from utilizing work tools and equipment as weapons.



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Workplace violence is a serious issue; therefore, joking about violence or making false reports and unsubstantiated allegations about violence in the workplace as determined by the Fire Chief or designee, will not be tolerated, and will be treated as a violation of this policy. In addition, retaliation by employees against other employees, contractors, volunteers, or consultants who report violations of this policy will not be tolerated and will be handled appropriately.

Acts of violence, threats of violence, theft, dishonesty, discrimination, retaliation, and sexual harassment should be considered urgent and will be taken seriously.

If you consider the act or threat of violence as serious, immediately call 911. Then call your manager and the Workplace Violence hotline at (916) 376-5344.

Discrimination, retaliation, and sexual harassment must be reported to your direct supervisor, the Division Chief – Administration, and Human Resources Manager.

It is a violation of this policy for any Authority employee to retaliate, in any form, against any other employee who reports, threatens to report, or files a report of a complaint of violence in the workplace or participates in an investigation alleging violence in the workplace. Acts of retaliation will not and must not be condoned.

SECTION 3: DEFINITIONS

Act of Violence

The attempt (coupled with the ability), or actual use of force or violence with the intent to threaten, harass, intimidate, intentionally commit an injury to self or others, or damage or destroy property.

Harassment

The creation of a hostile work environment through unwelcome words, actions, or physical contact not resulting in physical harm. Verbal harassment may include disparaging or derogatory comments or slurs, unreasonable or excessive criticism, or name calling. An act does not have to be repeated or pervasive to be considered illegal harassment, a single disparaging comment based on a protected class or having such an affect or impact an individual's credibility, stature, reputation, or ability to perform their duties is sufficient to be deemed a violation of this policy.

Intimidate

To make afraid; to frighten, alarm, or scare. To force a person into, or deter them from, some action by inducing concerns for their safety by means of any physical action and/or verbal



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comment.

Stalking

Any person willfully, maliciously, and repeatedly harassing another by any means, direct or indirect, that causes a reasonable person fear for his/her safety or the safety of his/her immediate family.

Threat

An action (verbal, written or physical) which is intended to intimidate by expressing the intent to harass, hurt, take the life of another person, or damage or destroy property. This includes threats made in jest, but which others could perceive as serious.

Workplace

Anywhere an Authority employee is conducting Authority business; en route to and from (excluding normal commute) a location where Authority business is being or will be conducted or services performed, while on a working or in service meal break; all Authority-owned buildings or leased spaces, training, and parking facilities, including space within buildings shared with other departments or agencies; any work site or workspace occupied by Authority employees, whether the space is owned or leased by the Authority.

SECTION 4: EXAMPLES OF WORKPLACE VIOLENCE

Examples of workplace violence include but are not limited to:

- Hitting, shoving, or blocking of an individual.
- Shouting, yelling or verbal harassment, directly or indirectly.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of State property.
- Harassing surveillance or stalking.
- The suggestion or intimidation that violence is appropriate.
- Unauthorized possession or inappropriate use of firearms or weapons (see weapons prohibited below).
- Threatening or attempting self-injury or suicide.

SECTION 5: REPORTING

Violence involves the exertion of force or aggression with the intent of causing injury or abuse. The examples listed above are for purposes of illustration. An employee who believes they



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have been injured or abused by another employee or member of the public while conducting Authority business should report the act to their direct supervisor, the Division Chief – Administration, and Human Resources Manager, even if the act does not appear to fall into one of the following examples of violent acts and threats.

SECTION 6: HANDLING A WORKPLACE VIOLENCE INCIDENT

KNOW THE WARNING SIGNS

Research into incidents of workplace violence shows the presence of at least several of the following characteristics in a potentially violent individual. Clearly, not everyone who exhibits one or more of these warning signs is potentially violent. Understanding these signs, recognizing them when they occur, and acting on that knowledge and recognition are vital steps in heading off possible tragedy:

- Making direct or indirect threats.
- Intimidating, belligerent, harassing, bullying, or other inappropriate or aggressive behavior.
- Statements showing fascination with incidents of workplace violence, statements indicating approval of the use of violence to resolve a problem, or statements indicating identification with perpetrators of workplace homicides.
- Statements indicating desperation (over family, financial, and other personal problems) to the point of suicide.
- Extreme changes in behavior.
- Numerous conflicts with supervisors and other employees.
- Bringing a weapon to the workplace, brandishing a weapon in the workplace, making inappropriate references to guns, or fascination with weapons.

BE PROACTIVE

Managers and supervisors are accountable for recognizing a potentially threatening situation. Before a potential or actual violent incident occurs, managers and supervisors shall:

- Foster a supportive, harmonious work environment. Mutual respect can help reduce harassment and hostility in the workplace.
- Communicate openly and give employees support and recognition.
- Train managers, supervisors, and employees on how to resolve conflicts.



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- Develop skills in effective communication, team building and resolving disputes.
- When appropriate refer employees to EAP.

Should a potential or violent incident occur,

Please do..

- Your best to stay calm.
- Speak to the other person quietly and calmly.
- Try to put some space between yourself and the other person.
- Call 9-1-1 if there is immediate danger or someone is injured; and
- Notify your manager or supervisor when it is safe to do so.

Please do not..

- Escalate the situation;
- Try to shout down the other person or make any aggressive moves toward him/her;
- Argue with the other person;
- Use defensive sprays or weapons;
- Fight with the other person;
- Chase the other person;
- Try to break up or intervene in a violent act; or
- Risk getting hurt yourself.

SECTION 6: RESPONSIBILITIES

Fire Chief

The Fire Chief, or designee is responsible for promulgating and enforcing all policies and procedures established to provide a safe working environment free of violence and threats of violence. This will be carried out by delegating responsibility and accountability for adhering to the City's policy and procedures.

Division Chiefs

Division Chiefs are responsible for implementing this policy, including communicating it to staff, ensuring that managers and supervisors receive training and investigate complaints of



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violence or threats of violence, and taking appropriate corrective action. Department heads shall also personally receive and investigate complaints from employees who have experienced or witnessed violent or threatening behavior as defined in this policy if those employees do not want to go to their supervisor or manager.

Battalion Chiefs, Captains, Mid-Managers and Supervisors

Battalion Chiefs, Captains, mid managers, and supervisors shall implement this policy as directed by their department heads and shall receive complaints from employees who have experienced or witnessed violent or threatening behavior in the workplace. Managers and supervisors shall also take proactive steps to prevent behaviors that are listed in the "Definitions" sections as "acts of violence." Such steps would include but are not limited to being alert to communication problems and taking steps to resolve them and working with employees to correct identified behavioral problems. When threats or violent acts take place, managers and supervisors shall investigate and recommend and/or take corrective actions consistent with applicable rules and regulations and authority delegated by the department head.

Each Employee

Each employee has a responsibility to treat all employees and others with whom they have employment contact respectfully and to avoid behaving in an aggressive or threatening manner. Further, employees are prohibited from threatening violence or taking violent action as outlined in the examples in the "definition" section. Each employee also has a responsibility to take steps to avoid situations that might create or increase the risk of harm to themselves or others.

Employees who have been or believe they have been the subject or violence or who witness a violent act against an employee, member of the public, volunteer, contractor, consultant, member of the reserve, intern, or trainee, are encouraged to use the complaint form attached to report the incident.



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Workplace Violence Complaint Form

This form is to be used to document any claim of violence including bullying, harassment, or retaliation, which occurs in the workplace. To ensure that all claims of violence are managed appropriately, effectively, and in accordance with the organization's policy, claims of violence, will be recorded using this form. Only those individuals authorized to receive such complaints may do so. An individual need not complete this form to report an act of violence but will be contacted by a Division Chief to complete the form as part of an initial review of the matter. If needed, guidance can be obtained from the Division Chief – Administration.

Complainant:	Dept:
Name(s) of individual engaged in the harassment:	



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Please describe the specific incident of harassment alleged. Describe each incident separately, including dates, times and locations. If you cannot remember exact dates, times or locations, please provide approximations. Use additional pages if necessary.

Are there others who may have witnessed this alleged harassment? If so, please provide their name(s).

Are there others who may have experienced similar alleged harassment by the individual named above? If so, please provide their name(s).



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Did you tell anyone about your experience after the alleged incident(s)? If yes, please provide their name(s).

Are there others who have witnessed this behavior or others who experienced similar behavior by the individual named above? If so, please provide their name(s) and state whether they are a witness to this behavior or an individual who has experienced similar behavior:

Did you speak to the individual named in this report about the alleged harassment? If yes, what was his or her response?

Complainant Signature: _____ Date: _____

Print Name: _____

Job Title: _____

*I attest that the information I have provided is a true and accurate description of my complaint and that I have not willfully or deliberately made false statements. I understand that the College of Optometry prohibits any individual from retaliating against me for filing a complaint and that I am to notify my immediate supervisor or Division Chief - Administration that I am a victim of retaliation.

OFFICIAL ONLY:

Signature of person receiving complaint: _____ Date: _____

Print Name: _____

Job Title: _____



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INJURY AND ILLNESS PREVENTION PROGRAM

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INJURY AND ILLNESS PREVENTION PROGRAM

This Illness Prevention Program (IIPP) establishes the South San Joaquin County Fire Authority's (Authority) written procedures for the implementation of the Authority Safety Program. The IIPP assigns responsibility towards preventing, controlling, and eliminating hazardous or potentially hazardous conditions in the workplace and serves as the foundation for all Authority Safety Programs.

The Cal/OSHA IIPP requirements are found in Title 8, California Code of Regulations, Section 3203, *Injury and Illness Prevention Program*. This content of this document is organized into the following responsive areas:

- Program Review and Certification
- Purpose and Policy Statement
- Responsibilities
- Compliance
- Communication
- Hazard Assessment
- Accident, Incident and Near Miss Reporting and Investigation
- Hazard Correction
- Training and Instruction
- Record Keeping

This document does not contain the Authority's Hazard Mitigation or Emergency Action Plans. Each Division Fire Chief is responsible to work with the Training Coordinator to prepare and maintain these plans. Division and Station safety plans are incorporated in this document as an addendum and can be viewed at the specific location for which they are written.

The IIPP identifies the divisional requirements for the following safety practices:

- An Authority-wide safety mindset and a commitment that together and as individuals we conduct ourselves in a safe manner and ensure that safe work practices, documentation, protocols, and reporting timely occur.
- Responsibilities for all Authority employees at each level of the organization.
- Accident investigation, documentation, reporting, and correction responsibilities



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and procedures for any incident occurring during employment or on an Authority work site.

- Standards and required documentation and reporting for training, communication, and employee access to the IIP Program documentation.
- Hazard identification, assessment, abatement or mitigation, documentation, and reporting standards.
- Standards for safety as a part of performance management and discipline.

SECTION 1: Program Review and Certification

The Authority's Injury and Illness Prevention Program will be reviewed and revised as necessary to ensure the program is current. All revisions are documented on [Attachment A](#), Program Review and Certification Log.

SECTION 2: Purpose and Policy

Purpose: To establish a Cal-OSHA mandated Employee Injury and Illness Prevention Program (IIPP), in accordance with the California Code of Regulations, Title 8, Section 3203.

Policy: The Authority holds the safety of our employees, as well as that of the public we serve, as a high priority. The consideration of worker safety, and the safety of the public, bears as high a priority as the decision to commit funds or complete a task and no function of the Authority is so critical as to require a compromise of safety.

The Authority is committed to providing a place of employment free from health and safety hazards, promoting safe working practices, and complying with all applicable federal, state, and Authority safety requirements.

SECTION 3: Responsibilities

Authority Board: The Authority Board establishes the overall safety policy for the Authority and authorizes sufficient funding to adequately provide for and perform the duties and responsibilities in this plan.

Fire Chief: The Fire Chief has the overall authority and responsibility for implementing the provisions of the IIPP for the Authority. Specific responsibilities include, but are not limited to:

- Ensuring that the program targets losses, exposures, and complies all applicable



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government standards.

- Providing active leadership & participation in the safety program.
- Holding those in management or supervisory positions accountable for safety and loss control.
- Establishing and supporting a safety committee, if established.
- Ensuring adequate funding is made available for the successful implementation of this program.
- Ensuring the safety program is fully implemented
- Ensuring policy and procedures are current.

Division Chiefs and Training Manager: The Division Chief serves as a safety liaison between the Board and Chief and mid-management and employees within the Division, and is responsible for administering, designing, and maintaining the safety program for the assigned Division. The Training Manager serves as the main recordkeeper and source of training for the Authority. Their responsibilities include the following:

- Providing support regarding all safety related issues.
- Reviewing, revising, and developing safety policies and procedures in order to keep the safety program updated and in compliance with Cal/OSHA requirements.
- Developing, implementing, and maintaining an effective safety program to prevent accidents, injuries, and illnesses.
- Coordinating with those in leadership roles and positions in the activities required to meet the provisions of the safety program.
- Implementing a training schedule to track and document that safety training and other Cal/OSHA requirements are scheduled and implemented.
- Monitoring and coordinating safety training and events for compliance with the projected training schedule.
- Managing safety record keeping requirements.
- Participating in accident/incident investigations, as necessary.
- Monitoring the effectiveness of the program and making recommendations to reduce risks and eliminate or control unsafe conditions in the workplace.
- Monitoring and tracking periodic safety inspections for compliance with safety program requirements.
- Ensuring that all new employees receive New Employee Safety Orientation.



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- Implementing systems to encourage employee participation in the safety program.

Managers, Supervisors, Battalion Chiefs, and Captains: The former positions are responsible to model good safety behavior, hold themselves and other employees responsible for their actions related to safety in the workplace, and for:

- Providing safety information and training through tailgate meetings and during staff meetings
- Evaluating safety practices and behaviors as an element of performance management.
- Helping to develop a cooperative safety attitude by being an example to employees.
- Encouraging employees to report unsafe conditions, practices, and near misses.
- Completing their part of the New Employee Safety Orientation program in a timely manner for employees under their direct supervision.
- When appropriate, discussing safety concerns and safe job procedures as part of section meetings
- Ensuring documented tailgate meetings are occurring as required.
- Coordinating with the Safety Representative (or designee) to schedule, develop, implement, and document all workgroup safety training.
- Reporting & documenting all injuries, property damages, near misses, unsafe conditions, and unsafe practices in accordance with this policy.
- Ensuring unsafe conditions or practices are evaluated and corrected in a timely manner
- Ensuring safety inspections are conducted and documented in accordance with this policy
- Conduct special safety inspections if new substances, job tasks, or equipment introduce new hazards to their employees
- Conducting accident/incident investigations when required by this policy, or as requested
- Ensuring employees receive prompt medical attention for all injuries/illnesses
- Ensuring that employees under their direct supervision know, understand, and follow established safety guidelines
- Providing the necessary personal protective equipment to employees under their direct supervision and train them on its use



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Employees: It is the responsibility of each employee to follow safe working practices and comply with safety rules and regulations.

- Specific responsibilities include, but are not limited to:
- Actively contributing to the success of the overall safety program
- Accomplishing their duties using safe work practices
- Reporting unsafe conditions and practices in accordance with Section 6.0 Hazard Assessment
- Conducting safety inspections of their respective work areas and/or equipment when requested
- Correcting any observed unsafe conditions or practices, when and where appropriate
- Immediately reporting all imminent and/or serious safety conditions/practices to their supervisor
- Maintaining good housekeeping duties pertaining to their work assignments
- Reporting all injuries to a supervisor immediately or as soon as possible
- Protecting themselves from hazardous exposures/conditions by using the proper engineering controls, administrative controls, and /or personal protective equipment when required or necessary
- Maintaining safety equipment in good condition with all safety guards in place when in operation
- Advising management when there is a need for job specific training
- Coaching fellow employees on safe work practices, whenever appropriate
- Participating on the Safety Committee when requested
- Taking the initiative to temporarily suspend any work activity or unsafe conditions that they believe is an imminent or serious hazard (I.e. is immediately dangerous to life and health)
- Employee rights include, but are not limited to:
- A safe and healthful working environment.
- Receive information and training in general safety and job specific work practices
- Refuse work that would violate a health and safety standard or order where such violation would pose a real and apparent hazard to his/her safety and health
- To not perform a job until they have received instructions and training on the proper and safe work procedures



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- Contact Cal/OSHA about unsafe or unhealthful working conditions. Such complaints are strictly confidential per Cal/OSHA policy
- Have an employee representative accompany Cal/OSHA on an inspection and to talk privately to the Cal/OSHA representative during an inspection

SECTION 4: Compliance

All employees, including managers and supervisors, are responsible for complying with safe and healthful work practices. The Authority's system of ensuring that all employees comply with these practices includes one or more of the following practices:

- Informing workers of the provisions of the IIPP.
- Evaluating the safety performance of all workers.
- Recognizing employees who perform safe and healthful work practices.
- Providing training to workers whose safety performance is deficient.
- Disciplining workers for failure to comply with safe and healthful work practices in accordance with the Authority's disciplinary procedures.

SECTION 5: Communication

The Authority recognizes that open, two-way communication between management and employees on health and safety issues is essential to an injury-free, productive workplace. The following systems of communication at the Authority are designed to facilitate a continuous flow of safety and health information between management and employees in a form that is readily understandable.

5.1 New Employee Orientation:

Safety Orientations will be conducted at the time of hire and include a discussion of safety and health policies relevant to their position that stresses the importance of safety in the workplace. Safety orientation is a combined effort and is documented using the New Employee Orientation Checklist.

5.2 Safety Postings:

All appropriate and required safety information will be posted on Bulletin Boards throughout Authority worksites and stations or in other locations that are highly visible and accessible to all employees.



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5.3 Reporting of Unsafe Conditions Or Practices:

[Attachment C](#), Report of Unsafe Condition or Practice is used to report any unsafe conditions, practices, or near misses they may have observed or experienced. Completed forms are given to the Division Chief. Employees may submit completed forms anonymously if they so choose. The Division Chief will review all reports of unsafe conditions and determine the necessary actions needed to correct hazardous conditions in accordance with Section 8.0 Hazard Correction.

5.4 Safety Meetings:

Safety meetings will be held periodically to review and discuss safety issues and to provide relevant safety information. Safety meetings will be documented on [Attachment B](#), Safety Meeting & Training Attendance Form, or equivalent.

5.5 Required Safety Training:

Employees will receive job specific training in accordance with the tasks they are required to perform, the hazards posed and regulatory requirements. This training will be provided either at time of hire as part of the New Employee Orientation, prior to performing the activity or being exposed to the hazard. All safety training will be documented on [Attachment B](#).

5.6 Equipment Safety Training:

Equipment safety training will be provided on all new equipment where training is necessary to prevent employee, coworker or third-party injury or property damage. This training will be documented on [Attachment B](#).

5.7 Special Safety Meetings and Tailgate, or Station Meetings:

As appropriate, supervisors or managers will hold special safety meetings, tailgate or station safety meetings to review and discuss safety issues arising out of any unusual working conditions such new job activities, work procedure, hazardous substance, new equipment, on-site contractor activities, or other non-routine working conditions. All Safety Meetings will be documented on [Attachment B](#).



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SECTION 6: Hazard Assessment

Hazard assessment and correction activities include the following programs:

6.1 Periodic Inspections:

The Authority will conduct documented safety inspections of the worksite and job activities in accordance with the following schedule in order to identify, evaluate, and correct workplace hazards and unsafe work practices.

- When the IIPP is first established
- Periodic inspection frequencies are determined by a division's work activities and associated hazards and will be performed quarterly, at a minimum
- When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace
- When new, previously unidentified hazards are recognized
- When occupational injuries and illnesses occur
- When employees are hired and/or reassigned to a process or work task for which a hazard evaluation has not been previously conducted
- Whenever workplace conditions warrant an inspection

6.2 Safety Inspection Documentation and Tracking:

All safety inspections and safety hazards discovered will be documented using [Attachment D](#): Safety Inspection Report. The Division Chief will review all completed inspection reports. Hazards and unsafe conditions will be prioritized for correction by the Division Chief, or designee, according to the Section 8.0: Hazard Correction. The Division Chief, or designee, will monitor the status of these hazards and unsafe conditions until they have been corrected. When hazards have been corrected, the date will be logged onto the corresponding [Attachment D](#).

6.3 Special Safety Inspections:

Special safety inspections will also be performed whenever:

- New substances, processes, or equipment are introduced to the workplace that represents a new occupational safety and health hazard
- The Authority is made aware of a new or previously unrecognized hazard



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SECTION 7: Incident and Exposure Investigation

Employees are to report all work-related injuries and illnesses to their immediate supervisor in accordance with Section 7.1. A thorough investigation will be performed depending upon the seriousness of the incident and/or injury as outlined in Section 7.2.

7.1 Occupational Injury and Illness Reporting Procedures:

First Aid Injury:

If the injury or illness is a minor first aid injury, the employee will report the injury or illness to their supervisor. The supervisor will log this information according to the Accident, Incident and Near Miss Investigation Procedures ([Attachment F](#), Accident, Incident, and Near Miss Investigation). Examples of minor first aid injuries include (but are not limited to) minor cuts, abrasions, or other injuries that only require flushing, cleansing, applying ointments, or require a covering such as a bandage, Band-Aid, or gauze pad. The purpose of recording these types of injuries is to ensure that all minor injuries & illnesses are dated in the event the injury/illness requires medical attention and/or becomes recordable (i.e. on the Cal/OSHA 300 Log) at a later date.

Recordable Injury:

If the injury is beyond first aid (e.g. requires outside medical attention) the employee and their supervisor will follow the Authority's Workers' Compensation claims procedures.

7.2 Investigation:

The Authority will perform internal investigations of accidents, incidents and near misses in accordance with [Attachment F](#). The main objective in conducting an investigation is to identify the root cause(s) of the accident or incident and make any changes necessary to prevent the accident or incident from occurring again.

Purpose of the Investigation:

The main objective in investigating is to identify the root cause and any other factors that contributed to the incident so that steps can be taken to prevent the incident from occurring again.



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Conditions to Investigate:

All occupational incidents will be evaluated and documented using the Employee Incident Report and the Supervisor's Incident Report. Additionally, the following incidents will require a full investigation:

- Fatalities
- Serious Injury (i.e. inpatient hospitalization for a period of 24 hours for other than medical observation)
- Lost Time Injury
- Vehicle or equipment incidents involving employee or third-party injuries
- Vehicle or equipment incident involving third party property damages

Procedure and Documentation:

An internal investigation of incidents will be performed using the Incident Investigation Report Form ([Attachment E](#)).

When to Investigate:

An incident evaluation and/or investigation will be performed as soon as possible after the supervisor has become aware that an incident has occurred.

7.3 Reporting to Cal/OSHA

[in accordance with [Title 8, Sections 330\(h\)](#) and [342](#)]

The Authority's IIPP Administrator, or designee, will **immediately** make a telephone report to the American Canyon District Office of the CA Division of Occupational Safety and Health at (707) 649-3700 to report any **serious occupational injury, illness, or death**.

Immediately means as soon as practically possible but not longer than 8 hours after the Authority knows or with diligent inquiry would have known of the death or serious injury or illness.

Serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment which requires inpatient hospitalization for a period of 24 hours for other than medical observation or in which an employee suffers a loss of any member of the body or suffers any serious degree of permanent disfigurement.



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The following information must be included in the report, if available:

- Time and date of accident
- Employer's name, address, and telephone number
- Name and job title, or badge number of people reporting the accident
- Address of site of accident or event
- Name of person to contact at site of accident
- Name and address of injured employee(s)
- Nature of injury
- Location to where injured employee was moved
- List and identity of other law enforcement agencies present at the site of accident
- Description of accident and whether the accident scene instrumentality has been altered

SECTION 8: Hazard Correction

Whenever possible, workplace hazards and unsafe work practices will be corrected as soon as they are identified. If not corrected the day of discovery, a target date for correction will be established based upon the following criteria:

8.1 Imminent Hazard:

Imminent hazards are those conditions or practices that pose an immediate threat to the life or health of employees, public, or others who may be exposed. If not corrected, this activity or condition will likely cause a serious injury, serious illness, or fatality. If an imminent hazard is present, employees should stop activity and take immediate corrective action. If employees are unable or unsure what action to take, they will notify their supervisor who will take immediate corrective action, if possible. In either case, the employee shall document these condition(s) using [Attachment C](#). If it is necessary for employees to enter the area to correct the hazardous condition, they will be provided with the necessary protection and will be trained to perform these duties. If the imminent hazard cannot be corrected, the hazard area shall be declared "off-limits" until the hazard is corrected.

8.2 Serious Hazard:

Serious hazards are hazards that indicate substantial probability that an employee, public,



South San Joaquin County Fire Authority

or others will suffer physical harm. If a serious hazard is present, employees should stop activity and notify their supervisor. Serious hazards shall be corrected as soon as possible or shall be declared off limits until the hazard is corrected. The employee shall document these condition(s) using [Attachment C](#).

8.3 General Hazard:

General hazards are those that may affect the safety and health of employees. General Hazards are brought to the attention of the supervisor using [Attachment C](#). General Hazards will be corrected as appropriate.

8.4 Regulatory Hazard:

A regulatory hazard pertains to permits, posting, record keeping, reporting requirements, or procedure deficiencies not directly affecting the safety and health of the employees. These deficiencies are noted on [Attachment C](#) for further review by the employee's supervisor and is corrected as appropriate.

SECTION 9: Training and Instruction

All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows and documented using [Attachment B](#) or equivalent:

- When the IIPP is first established
- To all new employees
- To all employees given new job assignments for which training has not previously provided
- Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard
- Whenever the employer is made aware of a new or previously unrecognized hazard
- To supervisors to familiarize them with the safety and health hazards to which workers under immediate direction and control may be exposed
- To all employees with respect to hazards specific to each employee's job assignment



South San Joaquin County Fire Authority

SECTION 10: Record Keeping

The following safety records will be kept on file with the Authority for a minimum of 3 years:

- Incident investigations
- Safety Inspections
- Safety training records including the date of the training, the name of the person conducting the training, and a description of training contents
- Staff safety meetings including the names of attendees, the date and any safety items (e.g. topics, discussions, incident recaps, etc.)
- Unsafe Condition/Practice Reports and corrective action(s) taken

APPENDIX D

D2 Personnel Rules



South San Joaquin County Fire Authority

835 Central Avenue, Tracy, CA 95376 | Tel: (209)831-6702 Fax: (209)831-6732

STAFF REPORT

TO: Board of Directors **MEETING DATE:** **Month XX, 2021**

PREPARED BY: Jackie Heefner, Executive Assistant
APPROVED BY: Randall Bradley, Fire Chief

ITEM: ADOPT AND APPROVE AUTHORITY PERSONNEL RULES

RECOMMENDATION

It is recommended the Board of Directors adopt and approve the Authority Personnel Rules.

BACKGROUND

In March of 2018, (effective date July 1, 2018) a new Authority Joint Powers Agreement was adopted by both the City of Tracy (City) and Tracy Rural Fire District (Rural). The new agreement expressed the intent of transitioning employees from the current employer of record to become employees of Authority. Memorialized in Section 1.6 of the new JPA agreement were the following words:

In the event that the Authority elects to employ its own personnel, the Chief Executive Officer shall, with the assistance of the staffs and consultants of the Member Agencies, prepare a personnel plan ("the Personnel Plan") detailing how the Authority would employ its own personnel. The Personnel Plan shall detail the treatment of matters such as transfer of employees from the Member Agencies to the Authority (and the transfer's effect on existing collective bargaining agreements, the allocation of pension liabilities and obligations, the treatment of accrued leave, civil service and seniority rights, and other employee benefits and rights), risk management, and other administrative matters required at the start-up of organizations. The Personnel Plan shall be presented to the legislative bodies of the Member Agencies. Upon their receipt of the Personnel Plan, the Member Agencies agree to meet in good faith and negotiate the terms of the Authority employing personnel. Thereafter, Member Agencies and Authority shall enter into an agreement regarding the terms of employing personnel ("the Personnel Agreement").

In mid-2020, Authority staff prepared a draft Personnel Plan signaling the Authority's intent to employ personnel and become a standalone entity. At the November 5, 2020, Board meeting, this Authority Board approved a Resolution of Intention, to enter in an employee pension contract with CalPERS.

DISCUSSION

As part of the Authority's Personnel Plan, staff has developed the Authority Personnel Rules that will be utilized for addressing and administering personnel matters and will be an integral part of the Authority's personnel management system. The Authority has also developed an implementation plan that includes orientation and training sessions for supervisors, managers and all employees on the interpretation and application of these rules and polices.

Authority leadership staff have communicated and disseminated these Policies and Rules throughout the organization. In the case of Rules that have a nexus with wages, hours, and conditions of employment, the Authority has consulted in good faith with recognized employee organizations regarding impacts to their members.

The Personnel Rules are materially like and based on those of the City of Tracy. Recent legislative changes related to pandemic response, family and parental rights, and prevention of harassment, discrimination, and retaliation have been incorporated into the Authority's Personnel Rules.

Staff recommends adoption and approval of the Authority Personnel Rules.

FISCAL IMPACTS

There is no fiscal impact related to adopting this resolution.

APPENDICES

1. Authority Personnel Rules

ATTACHMENTS

1. Resolution adopting and approving the Authority Personnel Rules

Resolution No. _____

RESOLUTION OF BOARD OF DIRECTORS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY APPROVING AND ADOPTING THE AUTHORITY PERSONNEL RULES

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires become a standalone organization and employ personnel; and

WHEREAS, Staff of the Authority has developed a plan to transition employees from the City of Tracy to the Authority; and

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires to establish, approve, and adopt a uniform set of policies and procedures for addressing and administering personnel matters; and

WHEREAS, The uniform policies and procedures constitute the structure by which the Authority’s personnel system is administered and are set forth in the Authority Personnel Rules (Rules) attached to this Resolution; and

WHEREAS, These Rules supersede any prior rules and regulations and may be changed only upon approval of the Authority Board; and

WHEREAS, The Authority has developed an implementation plan and schedule to communicate and disseminate these Rules throughout the organization; and

WHEREAS, As part of that implementation plan, the Authority has consulted in good faith regarding the impacts of these rules with all recognized employee organizations.

WHEREAS, In accord with CCR 53292, the personnel policies are materially like those at the City of Tracy for both represented and unrepresented employees.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the South San Joaquin County Fire Authority by this Resolutions hereby approves and adopts the attached Authority Personnel Rules, effective **Month XX, 2021.**

The foregoing Resolution 2021-_____ was adopted by the Board of Directors on the ___ day of **Month 2021**, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Board Chair

CLERK ATTEST: _____



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Approved as to form: _____

DRAFT

SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

PERSONNEL RULES



Effective: **Month XX, 2021**

Revised: _____



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SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

PERSONNEL RULES

1 **PURPOSE**

To establish a uniform set of policies and procedures for addressing and administering personnel matters, the personnel system set forth in these Personnel Rules (hereinafter "Rules") is hereby adopted by the South San Joaquin County Fire Authority (hereinafter "Authority") Board of Directors (hereinafter "Authority Board"). These Rules supersede any prior rules and regulations and may be changed only upon approval of the Authority Board.

Conflicts between these Rules and other governing documents are addressed in section 1.6 below.

The Authority Board authorizes the Fire Chief to implement administrative policies that shall be supplemental to these Rules.

Each employee shall be given a copy of these Rules and is responsible for reading, comprehending, and complying with these Rules. Should an employee have any question regarding any of these rules, they should discuss the matter with their supervisor.

These Rules may be amended from time to time. However, to be effective, the amendment must be in writing and approved by resolution of the Authority Board. Whenever such amendments affect the wages, hours, or other terms or conditions of employment, they shall be subject to the meet and confer process as required by law.

In the event of an emergency, any part or all these Rules may be suspended by order of the Fire Chief and such suspension shall remain in effect until the Fire Chiefs order is withdrawn.

1.1 **Personnel Policy**

In accepting employment with the Authority each employee agrees to be governed by and to comply with the Authority's ordinances, protocols, these Rules, the Administrative Policy and Procedures Manual, all rules, regulations, and directives of the Authority, and the memorandum of understanding in effect between the Authority and the appropriate employee organization.

1.2 **Equal Employment Opportunity**

It is the policy of the Authority to provide equal opportunity in employment for all persons to strictly prohibit unlawful discrimination in employment. This policy of equal employment opportunity applies to and must be an integral part of every aspect of personnel policy and practice related to any employee or applicant for employment on any basis protected by law.

- a. This Equal Employment Opportunity policy applies to all applicants, officers, volunteers, and employees without exception,
- b. The Authority's employment practices must always be administered without regard to



actual or perceived race (including hair textures and protective hairstyles), color, religious creed (including religious dress and grooming practices), sex (including gender, gender identity, gender expression, pregnancy, and breastfeeding, and medical conditions relating to breastfeeding) national origin, ancestry, age (over 40), marital status, physical or mental disability, medical condition, genetic characteristics or information, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran's status, or any other basis protected by law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

- c. The Authority will make reasonable accommodation for known physical or mental disabilities of any applicant or employee to the extent required by applicable law to ensure equal employment opportunity and non-discrimination for all qualified persons with disabilities in all terms, conditions, and privileges of employment. Any employee or applicant who requires an accommodation to perform the essential functions of his or her job should contact the Human Resources manager to request an accommodation. The Authority will conduct an interactive process with the employee or applicant to determine whether the requested accommodation or an alternative accommodation is reasonable and can be implemented without imposing an undue hardship on the Authority.
- d. Employees who believe they have experienced denial of equal employment opportunity or discrimination are encouraged to report this experience immediately to their supervisor or to Human Resources. The Authority shall promptly investigate the report under the Discrimination Complaints Procedure hereof.

1.3 Application of Personnel Rules

The provisions of these Rules shall apply to all offices, positions, and employees of the Authority, except the following positions and except as otherwise indicated within a specific provision of these Rules or as required by state or federal law (as in the case of the prevention of harassment, discrimination, and retaliation):

- a. Elected officials;
- b. Members of appointed boards, commissions, and committees;
- c. Persons engaged under contract to render professional, scientific, technical or expert services for a definite period of time;
- d. Volunteer personnel who receive no regular compensation from the Authority;
- e. Where a rule or article expressly states it does not apply to certain employees or positions or applies only to certain employees or positions.



1.4 Adoption of Personnel Rules

The Personnel Rules shall be established by resolution adopted by the Authority Board.

1.5 Amendment and Revision of Personnel Rules

Proposed amendments to/or revisions of the Personnel Rules shall be submitted to the Authority Board in writing by the Human Resources manager after approval of the Fire Chief.

1.6 Conflict of Personnel Rules

In the event that one or more provisions of these Rules contradict provisions included in a memorandum of understanding currently in effect between the Authority and a formally recognized employee organization, the terms of the memorandum of understanding shall prevail. If there is a conflict between these Rules and a federal or state law, that law prevails. If there is a conflict between these Rules and an administrative regulation, these Rules prevail.

1.7 Rights of Management

The adoption of these Rules must not be deemed a waiver or surrender of any management prerogative in relation to the organization or the necessity of any department or position.

1.8 Violation of Personnel Rules

Each employee is responsible to comply with these Rules and any amendments hereto. Violation of the provisions of these Rules shall be grounds for disciplinary action, up to and including dismissal.

2 DEFINITION OF TERMS

All words and terms used in these Rules and in any other resolution, ordinance, or administrative procedures dealing with personnel policies or procedures shall be defined as they are normally and generally defined in the field of personnel administration. For convenience, the words and terms most used in this document are defined as follows:

2.1 General Definitions

2.1.1 Acting Appointment

An assignment to perform the full range of duties and responsibilities of a higher job classification during the temporary or permanent absence of an employee. If the assignment is as of a result of a vacancy in the higher-class position, and the Authority is actively recruiting to fill that vacancy, sometimes called an “interim assignment”, such acting assignment will be limited to 960 hours per fiscal year, consistent with CalPERS regulations (Govt Code §20480) and the assigned employee will be relieved of all duties of his/her former position during the term of the acting assignment.

2.1.2 Advancement

A salary increase of one or more steps within the limits of an established pay range.



2.1.3 Allocation

The official assignment of an individual position to its appropriate class in accordance with the duties performed and the authority and responsibilities exercised.

2.1.4 Applicant

Any person who has made an application for a position.

2.1.5 Appointment

Employment of a person in a position

2.1.6 At will

The employee serves at the pleasure of the Fire Chief, who retains the authority to terminate any such employee at any time with or without cause. An "at-will" employee has no right of appeal of discipline or termination.

2.1.7 Base Salary

The salary range and step established in the Compensation Plan, exclusive of any overtime, shift-differential, incentive, or other excludable pay an employee may receive.

2.1.8 Candidate

Any person who has been accepted for participation in a recruitment or promotional examination.

2.1.9 Certification

The formal establishment of a listing of eligible candidates from an appropriate employment list, or names of those on a reinstatement or re-employment list.

2.1.10 Class or Classification

A group of positions sufficiently and substantially similar in duties, authority, responsibilities, and minimum qualifications for employment to permit combining them under a single title and allowing the application of common standards of selection and compensation.

2.1.11 Class Series

Two or more classification levels which have similar duties and responsibilities but are distinguished from each other by degree of difficulty or level of responsibility.

2.1.12 Classification Plan

The designation by resolution of the Authority Board of a title for each classification together with the specifications for each classification as prepared and maintained by the Human Resources manager.

2.1.13 Compensation

The salary, wage, allowances, and all other forms of valuable consideration earned by or paid to any employee for work performed and services rendered by any position but does not include any allowances authorized and incurred as incidents to employment.



2.1.14 Compensatory Time Off

Paid time off from work in lieu of overtime pay. For use and accrual information, see the applicable employee agreement or wages and benefits resolution.

2.1.15 Competitive Service

All positions in the Authority, except for the following positions, which are at-will Elective Offices, the Fire Chief, Division Chiefs, Fire Marshal, and Authority Attorney.

2.1.16 Competitive Examination

One or more selection procedures used to assess the relative qualifications of a group of applicants or candidates.

2.1.17 Continuous Examination

A competitive examination or a particular class which is designed to be either open or promotional, or both, and the examination consists of the same or comparable tests of fitness which may be administered periodically; and as a result of which names of eligible candidates may be added to an existing employment list for the duration of such list.

2.1.18 Continuous Service

Employment without interruption, and includes paid leaves of absence, FMLA/CFRA approved leaves and approved leaves of absence to serve in the armed forces of the United States, as provided by Section 395 of the Military and Veterans Code, as amended.

2.1.19 Days

Calendar days unless otherwise noted.

2.1.20 Demotion

The voluntary or involuntary movement of an employee from one class to another class having a lower maximum rate of pay.

2.1.21 Division

An organizational unit with responsibility for carrying out a function under the supervision of a Division Chief or Fire Marshal.

2.1.22 Division Chief

The head of an established office or division having supervision of such division and office.

2.1.23 Dismissal

The involuntary separation of an employee from the Authority service.

2.1.24 Domestic Partner

"Domestic partner" as defined in California Family Code Section 297.

2.1.25 Elective Office

All positions in the Exempt Service held by elected officials.

2.1.26 Eligible Candidate

A person who has earned a place on an employment list established by competitive examination.



2.1.27 Employment Date

For retirement, sick leave, and other benefit purposes, the effective date of an employee's initial appointment to a full-time or permanent part-time position within the Authority.

2.1.28 Employment List

A list of names of persons who may be considered for employment with the Authority under specific conditions. Such lists may be designated as either a re-employment, reinstatement, promotion, or open employment list.

2.1.29 Employment Status

The type of an employee's appointment such as regular, probationary, or limited service. The Authority has the following employment types:

2.1.30 Examination

All selection procedures related to recruitment, promotion, or transfer from application to post offer activities used to measure the knowledge, skills, and abilities of the persons applying for positions within the Authority.

2.1.31 Executive Management

The group of employees comprised of the Fire Chief, Authority Attorney, Division Chiefs, and Fire Marshal.

2.1.32 FLSA

The Fair Labor Standards Act.

2.1.33 FLSA Exempt

All employees who meet one or more of the duties test exemptions from overtime under the FLSA (e.g. executive, administrative, professional) and who are paid on a salary basis. FLSA exempt employees are not eligible for overtime compensation.

2.1.34 FLSA Non-Exempt

Employees who are eligible for FLSA overtime compensation.

2.1.35 Grievance

Defined in Section 13 of these Rules.

2.1.36 Hours Worked

All hours in which the employee physically or mentally performed work on behalf of the Authority and does not include any paid or unpaid leave time, including but not limited to vacation, and sick leave.

2.1.37 Incumbent

A person legally occupying a position in the Authority Service.

2.1.38 Layoff

The termination of an employee from Authority service for reasons of economy, efficiency, reorganization, or other non-disciplinary reason.



2.1.39 Limited Service

Those types of positions which do not provide full-time employment throughout a fiscal year. The kinds of positions assigned to the Limited Service include temporary, part-time, student, intern, and seasonal positions. Appointment to such positions are non-competitive and incumbents do not acquire status in the class to which assigned by virtue of such employment. Limited service positions are "at will" and may be terminated with or without cause and without right of appeal.

2.1.40 Limited Term Position

A position in the competitive or competitive (limited) service which is created for a limited term based on funding, seasonal need, or a specific grant or body of work, or for projects funded in one or more contiguous fiscal years.

2.1.41 Open Examination

A competitive examination for a classification in which applications are invited from all qualified persons, regardless of whether they are employed by the Authority.

2.1.42 Overtime Work

All actual hours worked by a non-exempt employee in excess forty (40) hours in an employee's designated seven (7) day work week, except as otherwise designated by an applicable MOU, or allowed under an FLSA public safety exemption.

2.1.43 Part-Time Position

A type of limited service position to which a person is employed in a regularly budgeted position who works less than full-time.

2.1.44 Pay Range

A series of base salary steps to which a class may be assigned.

2.1.45 Permanent Appointment or Permanent Status

The type of status granted an employee who has successfully completed an official probationary period for a specific classification which is in a regular allocated and budgeted position in the Authority.

2.1.46 Position

A combination of duties and responsibilities assigned to a single employee and performed on either a full-time or part-time basis. A position may be occupied or vacant.

2.1.47 Probationary Appointment

The initial appointment of an employee into a position in the Authority that begins a probationary period.

2.1.48 Probationary Period

The final stage of the recruitment, examination, and selection process where a new or promoted employee is required to demonstrate acceptable standards of conduct and satisfactory or better performance of the position's duties. During this period, the employee may be dismissed at any time with or without cause and without right of appeal or hearing.



2.1.49 Promotional Appointment

The advancement of an employee from a position in one classification to a position in another classification having a higher maximum salary range.

2.1.50 Promotional Examination

A competitive examination for the purpose of recruiting for a specific classification which is only available to current employees who meet the qualifications for the class or are otherwise permitted to take such an examination.

2.1.51 Provisional Appointment

Appointment of a person possessing the minimum qualifications last established for a classification other than eligibility by examination and who has been appointed to a position in that class in the absence of available eligible candidates.

2.1.52 Provisional Employee

An employee appointed to fill a vacancy for a limited time when no valid eligibility list exists for that position. Provisional employees are "at will," and their appointment may be terminated at any time with or without cause and without right of appeal.

2.1.53 Reclassification

The permanent reassignment of a position to another classification due to the material change of the job duties or responsibilities of a position.

2.1.54 Recognized Employee Organization

An employee organization that has been formally acknowledged by the Authority as the employee organization that represents the employees in an appropriate representation unit.

2.1.55 Re-employment

The reappointment of a former employee (from a layoff re-employment list) who had a permanent appointment with the Authority at the time of layoff.

2.1.56 Regular Employee

The employment of a person in an authorized full-time position following successful completion of a probationary period in an authorized full-time position in the Authority.

2.1.57 Regular Position

A full-time position in the Authority which is established without any limitation as to time.

2.1.58 Rehire

The reappointment of a former employee who does not have re-employment or reinstatement rights at the time of returning to the payroll.

2.1.59 Reinstatement

The probationary appointment of an employee after the employee resigned in good standing from a permanent regular position or the return of an employee from a non-disciplinary demotion to a position which the employee held not more than one year previously. In either case, reinstatement must occur not more than one (1) year from the date of separation. Such reinstatement may be done so without further competitive examination.



2.1.60 Resignation

The voluntary separation of an employee from Authority employment.

2.1.61 Safety Sensitive

A position or duty of a position that the Authority has designated as "safety sensitive" for purposes of implementing its Drug and Alcohol policy.

2.1.62 Salary Basis

Compensation in a predetermined amount that is not reduced, regardless of the quality or quantity of work performed, except as required by the Authority's principles of public accountability, for partial-day absences or as otherwise set forth in the FLSA. Exempt employees are expected to use available and applicable leave balances when absent for partial or full days.

2.1.63 Salary Evaluation Date

The date on which a probationary or regular employee's performance is evaluated and the date upon which the employee is eligible, based on job performance for a prescribed period, for a merit salary increase within the established salary range.

2.1.64 Seniority in Authority Service

Seniority in Authority service is based on the employee's number of continuous years in the Authority measured from the employee's original hire date. Seniority in classification is based on the number of continuous years of service in the present or higher classification.

2.1.65 Seasonal Position

A position of limited service status which is recurrent and does not provide full-time employment. Seasonal employees are "at will" and may be terminated at any time with or without cause and without right of appeal.

2.1.66 Selection Procedure

The process by which employment decisions are made, including but not limited to application screening, written tests, oral interviews, performance tests, background investigations, assessments of physical or mental condition, and probation periods.

2.1.67 Separation

The voluntary or involuntary termination of employment from Authority service. Separation may include death, dismissal, layoff, resignation, retirement, or work completion.

2.1.68 Service Anniversary Date

The original date of hire as a full-time employee for purposes of accruing benefits and determining years of service with the Authority.

2.1.69 Step Advancement

The merit-based increase of an employee's salary to a higher salary level within the established salary range for the employee's classification.



2.1.70 Step Advancement Date

The date on which an employee may begin to receive a merit increase awarded based on successful overall performance.

2.1.71 Student Position

A type of limited service position to which an employee who is also a student pursuing a course of study may be employed part-time during an academic school year and full-time during school vacations and holidays. Employees holding such positions are "at will" and may be terminated at any time with or without cause and without right of appeal.

2.1.72 Suspension

The temporary separation without pay of an employee from the Authority for disciplinary purposes.

2.1.73 Temporary Position

A type of limited service position to which a person is appointed on a temporary basis and which is not an authorized regular position or a regular position for a limited period of time, either full-time or part-time. Temporary employment that is limited to not more than 999 hours in any fiscal year. This time period includes all time spent in one or more positions.

2.1.74 Temporary Promotion or Upgrade

A temporary upgrade assignment of limited duration (CCR §571.3) appointed by the Fire Chief or a Battalion Chief to work on a duty, program, or process or in a position that is out of an employee's classification. Such assignment must be of limited duration, typically for short periods of time, never to exceed one (1) year in duration. Includes assignments made intermittently such as an emergency field promotion to cover for an injured or resting position or during normal operations to cover for a lead or supervisor during short periods of leave.

2.1.75 Termination

Involuntary separation of an employee from Authority service.

2.1.76 Transfer

The reassignment of an employee from one position to another in the same classification or another classification having the same maximum salary range, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.

2.1.77 Vacancy

A duly created position which is not occupied and for which monies have been appropriated.

2.1.78 Y-Rated

Employee's existing salary is frozen until adjustments to the employee's salary cause it to fall within a new salary range.



3 POSITION CLASSIFICATION

3.1 Classification Plan

The Authority Board, upon recommendation of the Human Resources manager in consultation with the Fire Chief, shall create and adjust classes of positions in the Authority service. These classes shall be known as the "Classification Plan."

3.1.1 Implementation of the Classification Plan

The Human Resources manager, in consultation with the Fire Chief and Division Chiefs, shall recommend a Classification Plan for all classifications in the Authority that includes but is not limited to the following for each classification:

- a. The classification title;
- b. A description of typical duties and responsibilities;
- c. A statement of the minimum requirements for training, experience and other qualifications of applicants for the classification;
- d. Characteristics that distinguish the class from other classifications within in the Classification Plan
- e. Federal Labor Standards Act exempt/non-exempt status
- f. Whether the classification is Safety or non-Safety

The Human Resources manager shall ensure that all positions within the same classification are substantially similar with respect to duties, authority, decision-making, character of work, and schedules of compensation.

3.1.2 Interpretation of Class Specifications

The class specifications are descriptive and explanatory and not restrictive. They are intended to indicate the kinds of positions allocated to the various classes and should not be construed as limiting the assignment of duties and responsibilities to any position. The use of a particular expression or an illustration as to duties should not be interpreted to exclude others not mentioned that are of similar kind and level of responsibility. The specification for each class should be considered in its entirety and in relation to other classes in the Classification Plan. Consideration should be given to the general duties, specific tasks, responsibilities, qualifications desired, and relation to other positions, as affording together a picture of the kind of employment the class is designed to embrace.

3.1.3 Periodic Updates

From time to time the Human Resources manager shall review the Classification Plan to ensure that it is accurate and make amendments to reclassify, add positions or classifications, or make other changes as necessary or appropriate.

3.1.4 Adoption by Authority Board

The Classification Plan shall become effective only upon adoption by resolution of the Authority Board. Upon adoption, the Classification Plan shall take immediate effect unless



otherwise specified.

3.1.5 Amendments

The classification or position descriptions may be abolished or amended from time to time by Authority Board action when deemed in the best interest of the Authority service. In addition, new classification or position descriptions may be added to the Authority's Classification Plan. If new positions are added to the Authority services, such positions shall be allocated to an appropriate class by the Human Resources manager.

3.1.6 Assignment of Classifications to Bargaining Units

Assignment or reassignment of classifications to employee units of representation shall be at the sole discretion of the Fire Chief and in accordance with the Employer-Employee Relations Rule.

3.2 Positions

In accordance with these Rules, any position may be assigned, reallocated or transferred to a different class by the Human Resources manager, in consultation with the Fire Chief and affected Division Chief or Fire Marshal, whenever there is a need of such action because of change in duties or responsibilities of the position. All positions shall be included in the same class if:

- a. They are sufficiently similar in respect to duties and responsibilities so that the same descriptive title may be used; and
- b. Substantially the same requirements as to education, experience, knowledge, and ability are required of incumbents; and
- c. Substantially the same tests of capacities and fitness may be used in choosing qualified appointees; and
- d. The same pay range or salary rate applies.

3.3 Emergency or Temporary Positions

Whenever, in the judgment of the Human Resources manager in consultation with the Fire Chief, it is necessary for the Authority to employ a person or persons on an emergency or temporary basis in a type of position for which there is no classification provided in the Classification Plan, then the Human Resources manager, in consultation with the Fire Chief, may authorize such positions and shall fix the amount of compensation, and may determine the minimum qualifications for such additional employees, and shall limit in advance the period of time the position may be allowed up to a maximum of 999 hours in a fiscal year.

3.4 Classification Review

Review of the classification of a position may occur in the following circumstances:

- a. One or more new positions are under consideration for possible establishment;
- b. Due to a change in organization or methods, a major change of the duties or responsibilities of an existing position is made which may require reclassification;



- c. A new class is created to which a position may more appropriately be allocated;
- d. Due to the abolishment or combination of an existing position or class, an amendment to the Classification Plan is required.

The procedure for classification review is as follows:

- a. The Division Chief or Fire Marshal shall report the significant facts relating to such possible changes in writing to the Human Resources manager.
- b. The Human Resources manager, upon written request of an employee and his/her Division Chief or Fire Marshal, may undertake an inquiry of the classification of any position.
- c. Upon either of the above initiations, the Human Resources manager shall make a study of the assigned duties and responsibilities of any such position and the qualifications required, and of the relationships of such positions to other classes of positions in the Classification Plan.
- d. Based on such investigation, the Human Resources manager shall then make a change in the allocation of the position; or reallocate the position to a more appropriate class in the existing Classification Plan; or determine a new class to which the position would be allocated, whichever the Human Resources manager deems is the appropriate action. Whenever a position is reclassified or reallocated, the existing position is to be deleted and a new position created in the class to which the position is to be assigned.



5 COMPENSATION PLAN

5.1 Compensation Plan Establishment

The Authority is committed to maintaining fiscal integrity and high standards of accountability to the public in the expenditure of funds provided by taxpayers. The Authority establishes its compensation system in accordance with the principles of public accountability. The Human Resources manager shall prepare a Compensation Plan that includes the following:

- a. A publicly available pay table with salary ranges for all classifications in the Authority, showing the minimum and maximum rates of pay;
- b. A designation of employment type, if applicable, for each range (full-time, part-time, temporary, or other employment type);
- c. A designation of the position as paid on an hourly or salary basis.
- d. A benefits package that is provided to employees by position

These rules do not preclude the creation of separate management pay plans that, if adopted by the Authority Board, must be administered in accordance with the procedures adopted for such plan(s) by the Authority Board.

The purpose of this policy is to establish objective guidelines to be used in establishing compensation for Authority positions and in maintaining the Authority's Compensation Plan. These policy guidelines are intended to ensure that the Authority's compensation practices are fair and equitable, consistent with its public service mission, reflect its organizational values, and support related strategic plan objectives.

It is the Authority's policy to offer a sustainable compensation package that attracts and retains the highest quality candidates and employees and is interwoven with its commitment to public safety and to serving the public well by maintaining sound fiscal direction,

Periodically, the Human Resources manager will assess the parity and competitiveness of Authority compensation by classification. Assessments will be conducted using industry best practices and guidelines in the Authority's Compensation Policy. Assessment of compensation may include salary and wage surveys of similar classifications at labor market comparators, internal parity analyses, benefit package assessments and other related practices. The results of each assessment performed will be considered as one of the pieces of information used as a guideline in establishing or modifying compensation for a position or classification. The consideration of pay must be viewed in the context of total compensation which includes the value of the benefit package provided to employees.

The Human Resources manager must also determine whether any modifications are necessary due to recruitment and retention issues, changes to positions or classifications, including changes to exempt or non-exempt status, resulting from a periodic review of the Classification Plan.

Modifications to the Compensation Plan Policy or Pay Schedules must be submitted to the Fire Chief for recommendation to Authority Board for adoption.



5.2 Compensation Plan Administration – Wages and Salaries

The authorized pay ranges for the respective classes of positions with such amendments as may be adopted by the Authority Board from time to time by resolution shall be applied as follows:

5.2.1 Advancement Within a Pay Range

Generally, upon progress and productivity, employees in the Authority or those occupying an appointed position shall be considered for a step advancement according to the following general plan:

- 5.2.1.1 *Steps:* There are five steps within each pay range Represented by the letters A-E, respectively.
- 5.2.1.2 *Step A.* Step “A” shall typically be paid upon initial employment into a five (5) step pay range. If the employee possesses exceptional training or experience, the Fire Chief may approve an initial appointment for step B or higher.
- 5.2.1.3 *Step Advances.* At the completion of the applicable probationary period of employment (Step Advancement Date), employees appointed at Step A are eligible for a step increase. If employed at other than Step "A" in a five (5) step pay range for the class, then consideration for advancement to the next salary step will take place after twelve months of service (approximately one year) following the date of hire. All step advances will be effective to the beginning of the closest pay period at that time. Additional step advances will be on an annual basis thereafter until the attainment of Step E.

All step advances shall be based on satisfactory performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided upon recommendation by the Division Chiefs or Fire Marshal and with approval of the Fire Chief.
- 5.2.1.4 *Step at Promotion.* When employees are promoted, they shall normally receive the first step in the salary range for their new position. However, if such step results in a salary increase of less than five (5%) percent, they shall receive a minimum five (5%) percent increase, provided that in no event shall the new salary be above Step E of the promoted class. The Fire Chief may authorize an appointment to a position at any higher salary step in the pay range upon the recommendation by the Human Resources manager in consultation with the Division Chiefs or Fire Marshal.

- 5.2.1.5 *Special Salary Adjustments.* Except as otherwise stated in these Rules, in order to correct gross inequities or to reward outstanding achievement and performance, the Fire Chief may, upon recommendation of the Division Chief or Fire Marshal and the Human Resources manager, adjust the salary step of an incumbent of a particular position to any step within the pay range for the class to which the position is allocated. If a



special salary step adjustment is authorized, it shall coincide with the beginning date of a pay period.

5.2.2 Calculation of Service Anniversary Dates and/or Step Advancement

5.2.2.1 *Dates.* Service Anniversary dates shall be established as of the effective date of employment into a regular full-time position. Step Advancement Dates shall be established as of the effective date of the most recent step advancement, promotion, or reinstatement in the Authority service, or the effective date of a special salary adjustment as provided in Section 4.2.1.5 of these Rules. Service anniversary dates of those reemployed shall be established as provided by Section 8.2.2 of these Rules. All step advancements shall be effective the first day of the pay period following the step advance date unless that date falls on the first day of a pay period.

5.2.3 Applicable Salary Rates Following Pay Range Increases and Decreases.

5.2.3.1 *Same Relative Step.* Where a pay range for a given class is revised upward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative step in the new pay range (Step B to Step C to Step D, etc.) and their next step advancement date shall not be changed.

5.2.3.2 *Retention of Salary and "Y" Rates.* When a pay range is adjusted downward, incumbents may, on approval of the Fire Chief, be assigned a "Y"-rate designation to hold the employee at the current salary rate, without increases, until such time as the salary range for the new classification is the same or exceeds the amount of the "Y"-rating. Any such "Y" rate shall be indicated by a capital "Y" following the salary each time it appears on personnel records or transactions. Said "Y" rate shall be canceled on vacancy of the position.

5.2.3.3 *Pay Range Change on Step Advancement Date.* In the event that a pay range change becomes effective on an employee's step advancement date, the employee shall first receive any within-range adjustment to which entitled and then receive the corresponding step adjustment.

5.2.3.4 *Pay Range Change on Date of Promotion.* In the event that a pay range change becomes effective on the date an employee is promoted to a higher class, the employee shall first receive any corresponding step adjustment to which entitled in the lower class, and then the next higher step promotional adjustment as provided in Section 8.5.1 of these Rules.

5.2.4 Trainee Salary Range.

At the recommendation of a Division Chief or Fire Marshal, with concurrence by the Human Resources manager, and approval by the Fire Chief, Authority non-safety classifications within the Authority may be under filled by a special class of Trainee under a training program or on-the-job training assignment. Such training program or on-the-job training assignment will provide expectations and milestones for an employee to reach during the training period for said employee to acquire the full range of required skills and abilities within a reasonable and specified period of time. The salary paid such employees shall be ten percent (10%) below the salary range provided herein for employees in the classification



for which training is being given. The title of such employees shall be the job title provided herein dash (-) Trainee.

If an employee transfers into a Trainee class, and the employee's former salary range falls between the new class' actual and Trainee (-10%) salary ranges, the Division Chief or Fire Marshal may recommend and seek approval to set the transferred employee's Trainee salary according to the following criteria:

- a. The employee's salary placement must be an amount between the new class' actual and "Trainee" (-10%) salary ranges; and
- b. The employee's salary placement cannot exceed the employee's former salary.

5.2.5 Retirement/Resignation Notification Incentive.

The Authority may offer a Retirement/Resignation Notification Incentive in any fiscal year in which the Fire Chief deems such an incentive is necessary to assist with workforce planning or potential workforce reduction efforts. The incentive will be provided to those employees who notify the Authority during a designated incentive offer period of their retirement/resignation effective no later than the end of that fiscal year or earlier date as determined by the Fire Chief.

Each employee shall receive the same incentive amount during the incentive offer period as designated by the Fire Chief. The amount of the Retirement/Resignation Notification Incentive shall not exceed \$1,000 per employee. It will be available only to CalPERS member employees who notify the Authority of their intent to retire or resign and completely separate their employment with the Authority by the end of the specified fiscal year or earlier date as determined by the Fire Chief.

Employees must fill out a Retirement/Resignation Notification Incentive Application and submit it to the Human Resources manager by the deadline specified. The Authority will deem all signed and submitted applications to be an irrevocable letter of intent to retire or resign and payment shall be made to the individual employee.

5.3 Errors in Compensation

Each employee shall review each of his/her paychecks to ensure the employee was paid correctly. If the employee believes an error or irregularity has occurred, the employee must immediately call it to the attention of his/her supervisor who shall, in turn, notify the Administrative Division Chief. The Authority shall document all errors in compensation and the affected employees shall sign an acknowledgment for any corrections made.

In the event of any underpayment of which the Authority becomes aware, the employee shall receive any amount due him/her on the next regular paycheck.

In the event an employee receives an overpayment by the Authority, the employee shall reimburse the Authority for the total overpayment and the Authority may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred.



5.4 Compensation Plan Administration – Benefit Package

The Human Resources Manager must provide for a benefit plan for each paid Authority position. Benefits for part-time and temporary positions may be limited solely to those benefits provided by state, federal, or local law. The value and cost of benefit plans must be reviewed periodically, and benefits enrollments reconciled with premiums collected annually.

6 RECRUITMENT, APPLICATIONS, AND APPLICANTS

It is the policy of the Authority to recruit and select the most qualified individuals for positions in the Authority's service. Recruitment and selection shall be conducted in a manner that will ensure open competition, provide equal employment opportunity, and prohibit discrimination or favoritism because of race (including hair textures and protective hairstyles), color, religious creed (including religious dress and grooming practices), sex (including gender, gender identity, gender expression, pregnancy and breastfeeding, and medical conditions relating to breastfeeding) national origin or ancestry, age (over 40), marital status, physical or mental disability, medical condition, genetic characteristics or information, sexual orientation (including homosexuality, bisexuality, or heterosexuality), military or veteran's status, or any other basis protected by law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics.

6.1 Recruitment

Positions to be filled in the Authority shall be publicized by distributing announcements to those Authority divisions, surrounding government entities, or other publication/advertising sources as deemed advisable and appropriate within the discretion of the Human Resources manager and in consultation with the affected Division Chief or Fire Marshal. Human Resources shall prepare an official bulletin announcing any proposed examination. The notice shall be posted in public view at all Headquarters and all Fire Stations. The notice shall be posted for a reasonable time based on the type of recruitment and anticipated pool of applicants which is typically in the range of 7-14 calendar days. The Human Resources manager and Division Chief or Fire Marshal may elect to open a position for a longer or shorter number of days as appropriate. The examination announcement shall contain all information of importance for consideration by potential applicants, including whether the examination is to be promotional only, open, both promotional and open, or continuously open.

When the Authority seeks only promotional candidates, distributions will be limited to internal sources. Additionally, when distribution of a job announcement would detrimentally delay the filling of a position, the Authority, at its sole discretion, may opt to fill the position temporarily from immediately available sources.

6.2 Applications

Official application forms shall be available electronically or by paper in the Authority's Headquarters. Applications shall be made as described in the Authorities job announcement. All applications must be submitted, in full, on or before the filing deadline stated in the job announcement. In the best interest of the Authority, the Human Resources manager may permit a letter, resume or other indication of interest to be accepted pending receipt of a properly



completed application.

When necessary to meet continued requirements for filling positions due to a limited pool of applicants for a classification or position or due to an increased vacancy rate or due to increased Authority needs, the closing date for any selection process may be indefinite and applicants may be tested continuously in such manner and at such times and places as may be provided by the Authority. Applicants who fail to achieve a passing score in such an open continuous examination may not compete again until the lapse of ninety (90) days between the first and second testing and one hundred and twenty (120) days between the second and third such testing unless stipulated to the contrary on the job announcement. The Authority may exclude such applicants from further testing at its discretion.

6.2.1 Disqualification of Applicants

The Human Resources manager may disqualify any applicant either before or after examination for any of the following causes:

- a) The applicant did not properly complete the application;
- b) The application indicates on its face that the applicant does not possess the minimum qualifications for the position;
- c) The applicant with or without accommodation, is unable to perform the essential functions of the position sought;
- d) The applicant is currently using illegal drugs or prescription drugs that are known to cause such an alteration on cognitive or functional capabilities as to reasonable render the candidate unable to successfully perform the position with or without accommodation or cause an unsafe situation;
- e) The applicant has been convicted of a crime that may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying;
- f) The applicant is not legally permitted to work within the United States;
- g) The applicant has been rude, disruptive, insolent, uncooperative, or has presented other conduct unbecoming of an Authority employee during a recruitment;
- h) The applicant has made false statement of any material fact or practiced or attempted to practice deception or fraud in making application for employment;
or
- i) For any material cause which in the judgment of the Human Resources manager would render the applicant unsuitable for the position, including a prior resignation from Authority service, termination from Authority service, or significant disciplinary action.

6.2.2 Notice of Rejection

The Human Resources manager shall mail a notice of any rejection to the mailing address provided by the applicant on the application. Any disqualified applicant may protest his or her rejection as provided by Section 6.7 of these Rules.



6.2.3 Incomplete or Late Applications

Incomplete or improperly completed applications may be returned to the applicant for additional information and/or completion provided the time limit for receiving applications has not expired. Such applications may be resubmitted and accepted by the Human Resources manager. Acceptance, in this case, will be based on such applications being initially received on or before the previously announced final date for filing. Applications received after the announced final date for filing may be accepted by the Human Resources manager. Acceptance, in this case, will be based on a reasonable explanation being given by the applicant which is satisfactory to the Human Resources manager. Such acceptance must take place prior to any scheduled examination for the class in question.

7 EXAMINATIONS RESPONSIBILITY

The Human Resources manager, in consultation with the Division Chief or Fire Marshal, will determine the manner and methods, and by whom examinations shall be given. All examinations and background checks will be job-related and consistent with a business necessity.

All selection procedures are designed to assess the job-related qualifications of each applicant and consistent with merit system principles. The Authority may utilize any legitimate job related objective method to determine the qualifications of applicants, including without limitation, written tests, physical agility tests, oral examinations, training and experience review, panel interviews, assessment centers, and oral interviews. The methods used shall be impartial, inclusive, without disparate treatment, and fairly measure the relative capacities of the candidates to execute the duties and responsibilities of the job. As required by law, reasonable accommodation will be made for applicants with disabilities. The Authority may hold the selection processes itself or contract with any competent organization or individual to prepare and/or administer selections procedures.

7.2 Need for Examinations

The Human Resources manager shall schedule examinations, as necessary. If there is a vacancy or one is anticipated, or if a provisional appointment is made, an examination will be conducted as soon as practicable to establish or supplement an employment list.

7.3 Appraisal Boards

In examinations where appropriate, the education, experience, skills, personal qualifications, and other pertinent information about the candidate may be evaluated by a Qualifications Appraisal Board. The weight to be given the evaluation of the above shall be determined by the Human Resources manager. The Qualifications Appraisal Board will include a subject matter expert and may be composed of external and internal raters, provided that such persons are neither the manager/supervisor for the positions being examined nor are currently the immediate supervisor or close family member of a candidate. If possible, at least one of the members of the Appraisal Board shall be technically familiar with the character of the work of the class for which the candidates are being examined.



7.4 Rating

In all examinations, the minimum grade or standing for which eligibility may be earned shall be based upon all factors in the examination, including educational requirements, experience, and other qualifying elements as shown in the application of the candidate or other verified information. At the discretion of the Human Resources Manager, failure in one part of the examination may be grounds for declaring the applicant as failing in the entire examination, or as disqualified for subsequent parts of an examination. The Human Resources Manager may also designate any part of an examination as qualifying only, and no numerical weight need be assigned to passing scores in said part.

7.5 Preparation of Employment Lists

Eligibility lists shall be established and certified by the Human Resources manager or his/her designee following all applicable examinations. If the examination was given on both a promotional and open basis, the names of candidates will be distinguished as promotional or open on the list. Candidates will be placed on eligibility lists in ranked order by final rating score with the most qualified at the top of each list.

7.6 Notification of Examination Results

Every applicant taking part in the examination process shall be given written notice of the results. Any claim of error in rating or grading, must be submitted to the Human Resources manager no later than ten (10) days after the effective date of the eligibility list, to be considered for correction. Applicants shall be provided timely access to all information reasonably necessary to determine if an error in rating or grading has occurred. However, applicants cannot have access to a composite description of the rating sheets. Corrections of errors in grading shall be made within the discretion of the human Resources manager. Applicants have no further right of appeal of examination results.

7.7 Protests/Appeals to Human Resources manager

Within five (5) working days of the date of the notice of disqualification or of final ratings in an examination, an applicant may file an appeal in writing with the Human Resources manager. Such an appeal shall contain information in sufficient detail to enable the Human Resources manager to reevaluate the applicant. Within ten (10) working days of receipt of the appeal, the Human Resources manager shall commence to review the issues involved. and render a decision in writing to the appellant. When the Human Resources Manager has reached a decision, the appellant shall be notified by mail to the last known address of the Human Resources Manager's decision

7.8 Status of Examinations Being Appealed

Normally, scoring of written tests will not be completed pending disposition of an appeal. As the needs of the service may require the Authority to fill vacancies from employment lists, tests may be scored and other parts of the examination, certification, and appointment process completed prior to receipt of or answer to protests. Appointments so made are not subject to change even if subsequent test rescoring should alter the established order of the employment lists.



8 ESTABLISHMENT AND THE USE OF EMPLOYMENT LISTS

8.1 Types of Lists

The following types of employment lists shall be established by examinations with the type of employment list to be established determined by the Human Resources manager.

8.1.1 Promotional Employment List

If there are less than three (3) applicants on a promotional eligibility list, the Human Resources manager, in consultation with the Fire Chief, may declare the list invalid and announce a new recruitment and examination period. In the alternative, the Human Resources manager may make a temporary appointment until eligible candidates can be certified after appropriate examination.

8.1.2 Open Employment List

If less than five (5) names of qualified applicants are available for a new appointment, the Human Resources manager may declare the list invalid and announce a new recruitment and examination period.

8.2 Use of Employment Lists

At the discretion of the Human Resources manager in consultation with the Fire Chief, employment lists shall be valid and in effect for a period of one (1) year or until superseded by the completion of a new recruitment process and a more current list. An eligibility list may be extended by action of the Human Resources manager for additional six-month periods, but in no event shall a list remain in effect for more than two (2) years.

8.3 Eligibility for Promotional Examinations

All candidates for promotion must currently work in Authority services, have worked the equivalent of one-half year (1040 hours), and must possess the minimum qualifications as set forth in the specifications of the class to which the promotion is sought.

8.4 Employment Lists Resulting from Continuous Examinations

The Human Resources manager may initiate a continuous examination for a class or add to an existing open or promotional employment list by re-announcing and conducting a continuous examination. Candidates on such an employment list may be referred to hiring managers for selection to fill a current vacancy for a period of one (1) year.

8.5 Restoration of Names of Laid-off Employees to Employment Lists

The names of employees who are laid-off or demoted for lack of work, or lack of funds, shall be restored to the same employment list from which the original appointment was made, provided the original list is still valid. Otherwise, these names will be held on a restoration list.



8.6 Availability of Candidates

It shall be the responsibility of candidates or those on re-employment or reinstatement lists to notify the Human Resources manager of any change of address or other change affecting availability for appointment. The Human Resources manager may circulate employment, reinstatement, or re-employment lists or use other methods to determine the availability of candidates and may indicate the conditions under which appointment may be offered. Candidates or those on reinstatement lists who decline to be considered or indicate unwillingness to accept employment under the offered conditions will be deemed to be not further considered for that position.

8.7 Removal of Names from Employment, Reinstatement, and Re-employment Lists

The Human Resources manager may remove the name of any eligible candidate from an employment, reinstatement, or re-employment list for any of the following reasons:

8.7.1 Disqualification.

As stipulated in Section 5.2 of these Rules.

8.7.2 No Response.

On evidence that the eligible candidate cannot be located by postal authorities at the last known address, failure to reply within five (5) working days from the date the letter was mailed requesting information as to availability for appointment, or failure to notify the Human Resources manager of any change of address resulting in the return of letters without forwarding by the United States Post Office, will be considered sufficient evidence. On submission of a request, therefore giving acceptable reasons as to why the notice was not returned or change of address not filed, the Human Resources manager may restore the name of an eligible to the appropriate list.

8.7.3 Request of Eligible Candidate.

Upon receipt of a written statement from the eligible candidate requesting his/her name be removed from the employment, reinstatement, or reemployment list.

8.7.4 Third-Waiver.

If three offers of regular full-time employment in the class for which the employment, reinstatement, or re-employment list was established have been declined by the eligible candidate.

8.7.5 Failure to Accept.

Appointment Offer. If the person selected has been granted at least two (2) weeks to assume the position, and fails to do so, this failure to appear may be cause to remove that person from the employment, reinstatement, or re-employment list.

8.7.6 Removal from Promotional Employment List Automatic Upon Termination.

If an eligible candidate on a promotional employment list resigns from the Authority service or is dismissed for cause, the candidate's name shall automatically be dropped from such list. If an open list from which the candidate was originally hired exists and is still valid, the person who resigns from Authority service may request that his/her name be placed on the open list.



8.7.7 Unfit for Duty.

If an eligible candidate is physically or mentally unable to perform the essential functions of the job, with or without reasonable accommodation.

8.7.8 Other

Any other lawful reasons.

8.8 Request to Fill Vacancies

Whenever a position in the Authority is to be filled, the Division Chief or Fire Marshal must approve the request to hire and notify the Human Resources manager by approving a submitted Request to hire form. The Human Resources manager shall advise the Division Chief or Fire Marshal as to the availability of persons for employment in the position.

8.9 Employment List Priority

Subject to the provisions of Section 14.6 of these Rules, priority for consideration for appointment to a regular position shall be given to the various employment lists in the following order: re-employment lists, reinstatement lists, promotional lists, and open lists; however, reinstatement lists may be used instead of any employment list except a re-employment list.

8.9.1 Re-employment Lists.

A re-employment list for any class shall consist of the names of employees who have permanent status in that class and who have been issued an Official Notice of Layoff and have been laid-off, or in lieu of layoff, have been demoted, transferred, or resigned from a position in the same class prior to the effective date of their layoff. All names shall be placed on the re-employment list in reverse order of the designated date of layoff. That is, the person who was laid-off, or who demoted, transferred, or resigned in lieu of layoff most recently shall be placed highest on the list. Employees whose positions have been reclassified to a class having a lower maximum salary, but who have not been demoted for cause, shall have their names placed on the re-employment list in order of their service in the class from which their position was reclassified. Names placed on a re-employment list shall remain on such a list for no more than two (2) years from the date of layoff; demotion, transfer, or resignation in lieu of layoff; or the reclassification of the position to a class having a lower maximum salary.

8.9.2 Reinstatement Lists.

The Fire Chief may reinstate any person who has either resigned in good standing from a position in which the former employee had permanent status to a position in the same class, or return an employee to a class in which status was held prior to the employee's acceptance of a non-disciplinary demotion, provided that such reinstatement is accomplished within six (6) months of the date of resignation or non-disciplinary demotion. Such reinstatement action may, at the discretion of the Human Resources manager, take precedence over any employment lists, except a re-employment list. Any person so reinstated shall be subject to a new probationary period of the same length as established for new appointees to a position in the class. The order of names on a reinstatement list for a class shall be in order of their resignation or non-disciplinary demotion, with the most recent being last.



8.9.3 Promotional Lists. Promotional

Lists shall consist of the names of employees who have been successful in an examination designated as a promotional examination. Names of employees requesting an approved lateral transfer may also be placed on the promotional list.

8.9.4 Open Lists.

Open lists shall consist of the names of persons who have been successful in an examination designated as an open examination. The names of all eligible candidates shall be placed on the open list according to their scores.

8.10 Certification of Employment Lists

When requests for certification of employment list(s) are received, certification shall be made to the Fire Chief by the Human Resources manager in conformance with the following provisions:

8.10.1 Re-employment List Certification.

If a re-employment list exists for the class, the highest name on such a list shall be certified for a vacancy to be filled. If more than one vacancy is to be filled, then one more of the highest names shall be certified for each vacancy. If employees on the re-employment list have the same designated date of layoff, ties shall be broken using the criteria specified in Section 14.2 of the Personnel Rules. The principals governing availability of candidates and removal of names from re-employment lists shall be as provided in Section 7.7 of the Personnel Rules.

8.10.2 Reinstatement List Certification.

If a reinstatement list exists for the class, all names on such a list shall be certified in addition to an appropriate certification from promotional or open employment lists.

8.10.3 Promotional List Certification.

Subject to the provisions of Section 14.6, if no re-employment list for a class exists, then the names from the promotional list(s) for the class shall be certified.

8.10.4 Open List Certification.

If no re-employment or promotional list exists for a class, then names from the open list(s) for the class shall be certified. Lists shall be provided to departments according to natural breaks in final ranking. Priority consideration shall be provided to candidates with the highest scores from the selection examinations.

8.10.5 Vacancy – No Eligible List.

If a vacancy exists in a classification for which there is no existing eligibility list, an appropriate eligibility list may be prepared for the classification from one or more existing related eligibility lists. For this purpose, the eligibility list may be selected from the classes for which the selection process and qualifications are comparable to or higher than those required for the class for which the vacancy exists.



9 APPOINTMENTS

The Fire Chief or his/her designee shall make an appointment by extending a conditional offer of employment to an applicant. If the applicant accepts the offer of employment, the appointment shall be deemed completed, subject to successful completion of any required pre-employment examination(s) or assessments. If the applicant does not accept the offer of appointment within the time designated by the Fire Chief or his/her designee, the offer shall expire, and the offer of appointment shall be deemed declined by the applicant. However, an offer of an appointment to an Authority position and acceptance of that appointment does not create a contract of employment between the Authority and appointee. Authority employment is not held by contract but rather is governed by these Rules and Authority Board resolutions.

9.1 Pre-Employment, Post-Offer Screenings

All offers for appointment to a position in the Authority shall be contingent upon the appointee passing all post offer exams. As part of the pre-employment post-offer procedure, applicants may be required to supply references and submit to a background check, including Live Scan fingerprinting. Safety employees shall be subject to a thorough background investigation. Authority hiring managers must check with the Human Resources Manager prior to initiating a reference check. In the case of employees handling money or other valuables in the course of their duties, a credit check may be done in accordance with applicable law.

Offers of employment will also be contingent on job related medical and/or psychological examinations and testing to determine whether the candidate can perform the essential functions of the job, with or without reasonable accommodation. Such pre-employment screenings may also include screening for mind or faculty altering legal or illegal drug use. If the examination reveals that the appointee cannot perform the essential functions of the job, with or without reasonable accommodation, or that the person uses drugs that either cause a danger to himself or other employees or are illegal, the person may be disqualified from consideration for employment.

If a candidate is disqualified from appointment to a position for failing to meet the medical and psychological standards for the job class, the candidate may file a written request to for reasonable accommodation or for a review of the disqualification. Such request must be submitted to the Human Resources manager no later than five (5) working days after the postmarked date of the notification or disqualification. The candidate may submit medical evidence supporting his/her claim that he/she should not have been disqualified. Submittals shall be accepted for a period of fifteen days, commencing with the date of notification of disqualification. The Authority may require the candidate to be examined by a physician or medical evaluator of the Authority's choice. Any such examination shall be paid for by the Authority. The Authority shall make the final determination as whether the candidate can perform the essential functions of the job with or without accommodation based on the totality of information received from the applicant and this examination. If the disqualification is upheld, the candidate has no further right of appeal of the Authority's determination.



9.2 Applicable Pay Upon Employment

Those appointed to a position in the Authority service shall be paid the designated rate of pay or salary for the class.

9.2.1 Pay for New Employees.

Step "A" shall typically be paid upon initial employment into a five (5) step pay range. If the employee possesses exceptional training or experience or if significant impediments to hiring exist in the current labor market for the position under examination, that employee may start at a step B or higher with the approval of the Fire Chief.

9.2.2 Pay on Re-employment.

Upon the appointment of an employee from a re-employment list as provided by Section 7.9.1 of these Rules, the employee shall receive not more than the salary step in the pay range the person received prior to layoff and the person's step advance date shall be adjusted to credit Authority service since the most recent salary step advancement, but the employee shall not be credited for the period of separation from Authority employment. If the re-employment results from a reallocation of a position to a class having a lower maximum salary, the salary upon re-employment into the higher class shall be the employee's present salary or the step in the pay range the employee received prior to the reallocation, whichever is higher, and there shall be no change in the employee's step advancement date.

9.2.3 Pay upon Rehire.

Upon the rehire of a former employee into the same class as the employee occupied prior to separation, such a person shall receive the same salary step in the pay range for the class as was received prior to separation. If rehired into a related lower class, credit shall be given for prior service in determining the salary step for employment in the lower class. If rehired into a higher class than previously occupied, the rules regarding pay upon promotion shall apply. The employment date for a person rehired into a position shall be established based upon the date of such rehire.

9.2.4 Pay upon Reinstatement.

Upon the reinstatement of an employee as provided by Section 7.9.2 herein, the employee shall receive not more than the same salary step in the pay range the employee previously received prior to termination or non-disciplinary demotion and new employment and step advance dates for the employee shall be established based upon the date of such reinstatement.

9.3 Types of Appointments

9.3.1 Limited Service Appointments.

Such appointments may, but need not be, made from employment lists. Any person on an employment list who accepts a Limited Service appointment shall nevertheless retain his/her place on such employment list. Employees holding limited service appointments shall be compensated on a straight hourly basis for the actual number of



hours worked, unless otherwise provided by the Authority through the Human Resources manager. The rate of pay shall be determined by the Authority's compensation plan and shall be within the salary range for the specified position.

Employees in limited service appointments shall work on a schedule determined by the Authority. These positions may be eliminated and/or replaced with full-time positions as determined by the Authority. Employees holding limited service appointments are "at will" and may be terminated at any time with or without cause and without right of appeal.

No limited service employee shall be eligible for a salary adjustment except as provided in an Authority Board approved compensation plan and will receive only those benefits provided for by law. Division Chiefs may make recommendation to the Fire Chief salary adjustments at an earlier date if circumstances warrant such adjustment. Part-time hours worked may be converted to equivalent full-time hours for Authority service credit. Benefits required by law will be provided.

9.3.2 Provisional Appointments.

The Division Chiefs and Fire Marshal shall, whenever possible, notify the Human Resources manager of impending or anticipated vacancies sufficiently in advance to allow for the establishment of an appropriate employment list. However, when the demands of the service are such that it is not practicable to give such notification and when no employment list exists or existing lists are insufficient and, if it is not practicable to delay appointment until a new employment list can be prepared and certified, the Division Chief or Fire Marshal may, with the approval of the Fire Chief, make a provisional appointment to a regular position. As soon as practicable after a provisional appointment has been made, the Human Resources manager shall cause an examination to be prepared, and all positions filled provisionally shall be filled by an appointment from an employment list as soon as feasible.

Persons holding provisional appointments are "at will" and may be terminated from those provisional appointments at any time with or without cause and without right of appeal. However, if such employee has attained permanent status in a different position within Authority service, the employee's provisional appointment has been terminated, the employee may revert to the previously held position.

9.3.3 Emergency Appointments.

To meet the immediate requirements of an emergency condition, such as major fire, flood, earthquake, or other public calamity that threatens public life or property, the Fire Chief may employ such persons as may be needed for the duration of the emergency without regard to the personnel ordinance, these Rules, or other rules and regulations affecting appointments. Such employees serve at the will of the Fire Chief and may be dismissed with or without cause and without any right of appeal.



9.4 Probationary Period.

Any person appointed to a position in the Authority shall be placed on probation for a period of one (1) year unless otherwise specified in a Memoranda of Understanding or other Authority Board approved resolution. The probationary period for all promoted employees shall be six (6) months. With the approval of the Human Resources manager and upon written notice to the probationer, the probationary period may be extended up to six (6) months for those on a six-month probation period and up to one (1) year for those who are on a one (1) year probationary period. The probationary period shall be considered a part of the recruitment, examination and selection process and shall not include the time served under any limited service or provisional appointment but shall date from the time of appointment to a regular position after certification. Leaves of absence or assignment out of the class totaling more than thirty (30) calendar days, for any reason, shall not be counted toward completion of the probationary period.

During the probation period, the employee will be evaluated by the supervisor and may be rejected by the Fire Chief as recommended by a Division Chief or Fire Marshal in consultation with the Human Resources manager at any time without cause and without right of appeal or hearing.

9.5 Promotion of an Employee.

The appointment of any employee to a position in a class which has a higher maximum salary than the employee's present position constitutes a promotion. Such an appointment to a position in the Authority shall be made from an employment list established for the class with the higher maximum salary. If no appropriate employment list exists, then a provisional appointment may be made as provided by Section 8.3.2 of these Rules.

9.5.1 Applicable Pay Following Promotion.

In the case of the promotion of any employee in the Authority service, such employee shall be entitled to receive the rate of compensation in the entrance step of the pay range for the class to which the employee has been promoted. In cases of promotion where the pay range overlaps, the employee shall be placed at such step in the pay range of the higher class as to provide at least five percent (5%) more basic salary than the employee receives in the lower class. Provided, however, that the application of this provision does not exceed the highest salary step in the authorized pay range for the higher class. The Fire Chief may authorize an appointment to a position at any higher salary step in the pay range upon the recommendation by the Division Chief or Fire Marshal, as outlined in 8.2.1 (Pay for New Employees). Effective on the date of the promotion, a new salary evaluation date shall be established for purposes of eligibility for consideration for future salary step advances within the pay range of the higher class. In the event the promotion occurs within the same month as the employee's salary evaluation date, such employee shall first receive any within-range increase to which the employee is otherwise entitled in the lower class, and then the promotional salary adjustment as provided above.



9.5.2 Status of Employee Following Promotion.

When a promoted employee (excluding at will employees) successfully completes the probationary period for a class he/she then gains permanent status in the new class and gives up permanent status in the former class. Any employee who does not successfully complete the probationary period in the promoted class, may return to the position and status held prior to promotion providing they held permanent status in that position and there is a vacancy, unless the reason for rejecting the promoted employee during the probationary period would have been sufficient to cause dismissal from the former position as well. If no vacancy exists, the employee will be placed number one (1) on the re-employment list.

9.6 Transfer of an Employee.

The Fire Chief, in consultation with the Human Resource Director, at any time and for any reason, may transfer an employee from one position to another position in the same or comparable classification with the same or comparable qualifications and without loss of compensation. An appropriate personnel action form shall be completed and shall include the effective date of the transfer. Whenever possible, an employee being considered for transfer shall be notified within a reasonable period in advance of the effective date of such contemplated transfer and the employee's wishes with respect to this action shall be taken into consideration to whatever extent practicable, consistent with the interest of efficient operations of the Authority.

9.6.1 Applicable Pay Rates Following Transfer.

In the case of the transfer of any employee from one position to another in the same class or to another class to which the same pay range is applicable, the employee shall remain at the same salary step and shall retain the salary same evaluation date.

9.6.2 Status of Employee Following Transfer.

A transfer of a permanent employee from a position in one class in the Authority to a position in another Authority class having related duties and responsibilities and the same maximum salary shall be made only upon written approval of the Human Resources manager that the employee possesses the qualifications for employment in the new class. In such case, no further competitive examination is required, and the employee shall assume permanent status in the class to which assigned. However, an employee currently serving a probationary period shall not be transferred to a position in another class for which an employment list exists, unless directed by the Human Resources manager. In such case, the employee shall start a new probationary period effective on the date of the transfer.

9.7 Voluntary Transfers

Employees who desire a transfer may submit a request for voluntary transfer to their Fire Chief for consideration. The Fire Chief may deny the transfer request in his/her sole discretion. If an employee voluntarily transfers to another position in the same or comparable classification and is not successful, the employee may, at the discretion of the Fire Chief return to his/her former position if that position has not been filled. The employee's salary evaluation date shall remain the same as it was before the transfer.



9.8 Qualified Disabled Employees

The Authority may initiate a transfer of a qualified disabled employee to another position as a reasonable accommodation for the employee's disability. Such transfers may have priority over any candidates on an existing eligibility list.

9.9 Demotion of an Employee

An employee may be demoted at his/her request, because of reduction in force, for disciplinary reasons, or for other cause. In all cases, the Fire Chief, in consultation with the Human Resources manager, shall approve the demotion and notify the employee in writing.

A demoted employee shall be required to serve a probationary period in the lower classification unless the lower classification is in the same class series or the employee completed probation in the lower classification. In the event the demoted employee does not pass probation, the employee shall be terminated from employment without right of appeal. The effective date of a demotion shall establish a new salary evaluation date.

An employee may request a voluntary demotion to a lower classification in which the employee meets the minimum qualifications. The request shall be in writing and submitted to the Fire Chief for consideration. The Fire Chief may approve or deny the demotion request in his/her sole discretion. If approved, the employee shall sign an acknowledgement of voluntary demotion and reduction of salary and benefits.

If an employee voluntarily demotes to another position in the same or comparable classification, the employee's salary evaluation date shall remain the same as it was prior to the demotion.

9.9.1 Applicable Pay Following Demotion.

An employee who is demoted to a class in the Authority service with a lower maximum salary shall be assigned to a salary step in the lower pay range according to the following rules:

9.9.1.1 Disciplinary Demotion.

If a disciplinary demotion, any designated step in the lower pay range which is at least one (1) step less than the dollar amount received in the pay range for the class from which demoted. A new salary evaluation date shall be established as of the effective date of demotion.

9.9.1.2 Non-Disciplinary Demotion.

If a non-disciplinary demotion, that salary step in the pay range for the lower class which the employee would have received had the employee's service in the class from which demoted been continuous in said lower class. The employee's previous salary evaluation date shall be retained.

9.9.2 Status of Employee Following Demotion.

If the demotion involves an employee with permanent status in the Authority, then the demoted employee shall assume permanent status in the class to which demoted and give up permanent status in the class from which demoted only if the findings of



the Human Resources manager are that the employee meets the qualifications of the class to which demoted.

If the employee does not have permanent status in the higher class or in a class comparable to the class to which the employee is demoted, the employee shall serve a new probationary period in the demoted position.

9.10 Reclassification of an Employee's Position

An employee may be reclassified without competitive exam if the Human Resources manager determines the employee has met the minimum qualifications of the new classification and has performed the duties of the reclassified position for a considerable length of time. Reclassification shall not be used for the purpose of avoiding competitive selection processes.

The employee's salary evaluation date shall not change because of the reclassification. When a position is reclassified from one existing class to another existing or new class under Section 3.4. of these Rules, the following shall apply to the incumbent:

9.10.1 Applicable Pay Following Reclassification.

If a position is reclassified to a class having the same maximum salary, the salary and the salary evaluation date of the incumbent shall not change. If a position is reclassified to a class which has a higher maximum salary, the salary shall be adjusted in accordance with Sections 4.2.1. 4 and 8.5.1 of these Rules. If a position is reclassified to a class with a lower pay range, the salary of the incumbent shall not change. If such salary is greater than the maximum salary of the lower class, the incumbent be assigned a "Y" rate designation as provided in Section 4.2.3.2 of these Rules.

9.10.2 Status of Incumbents in Reclassified Positions.

Whenever reclassification occurs, an employee occupying the position may be retained in the position after it has been reclassified without further competitive examination, provided that the Human Resources manager in consultation with the Fire Chief, finds that:

The reclassification results from an official recognition of a change in duties and responsibilities which has already occurred.

- a) The addition of duties and responsibilities (justifying allocation to a different classification) was not the result of planned management action.
- b) The performance of the duties and responsibilities of the incumbent has been satisfactory.
- c) The incumbent possesses the knowledge, skills, and abilities of the qualifications of the different class.
- d) The incumbent has permanent status in the class to which the position was formerly allocated.



9.10.3 Retention of Status.

No person having permanent status, who, in addition to regular duties, is given additional or new duties by the Fire Chief shall lose permanent status in the class to which the employee held prior to the assignment of such additional or new duties.

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11 OUTSIDE EMPLOYMENT AND USE OF AUTHORITY PROPERTY

11.1 Prohibited Activity

Full-time employees are expected to devote full time to assigned duties as an Authority employee. An employee shall not engage in any employment, activity or enterprise which is inconsistent, incompatible or in conflict with Authority job duties, functions, or responsibilities, nor shall an employee engage in any outside activity which will directly or indirectly contribute to the lessening of effectiveness as an Authority employee. No employee shall engage in any type of activity relating to an employee organization during such time an employee is on duty, except as expressly provided in these Employer-Employee Relations Rules, Memorandum of Understanding, or by law.

11.2 Outside Employment

Employees may not engage in any employment or activities that create a conflict of interest, is unethical, or otherwise interferes with their Authority employment.

An Authority employee shall not perform any work, service, or consultation for compensation outside of Authority employment where any part of his/her efforts will be subject to approval by any officer, employee, board, or commission of the Authority unless approved in the manner prescribed by these Rules.

Employees occupying Authority's positions, who hold or wish to hold jobs outside their normal Authority employment must make a request to engage in outside employment and submit the request to the Human Resources manager or his/her designee. Division Chiefs or Fire Marshal who wish to engage in outside employment shall submit such requests to the Fire Chief. Outside employment shall not be permitted if it conflicts in any manner with the employee's duties and responsibilities with the Authority or is prohibited by law.

In deciding as to whether an activity creates a conflict or ethical question, the Fire Chief and Human Resources manager shall consider, among other pertinent factors, whether the activity involves:

- a) Receipt or acceptance by the employee of any money or other consideration from anyone other than the Authority for the performance of an act that the employee would be required or expected to render in the regular course of Authority employment;
- b) The performance of an act or work which may later be directly or indirectly subject to the control, inspection, review, audit or enforcement by such employee or other Authority employees;
- c) Conditions or factors which might, directly or indirectly, lessen the efficiency of the employee in regular Authority employment or conditions in which there is a substantial danger of injury or illness to the employee;
- d) The use for private gain or advantage of Authority time, facilities, equipment and supplies, prestige, influence, or information obtained through one's Authority office or employment. No Authority-owned facilities, equipment or supplies, including autos,



trucks, instruments, tools, supplies, machines, badges, identification cards, or other items which are the property of the Authority shall be used by an employee for personal or non-Authority business reasons except upon prior written approval of the Fire Chief;

- e) The solicitation of future employment with a business or individual doing business with the Authority over which the employee has some control or influence while performing official duties.

11.3 Authorization of Outside Employment

Notice of authorization of outside employment shall be in writing to the employee involved, with a copy placed in the employee's personnel file. Denial of authorization of outside employment determination may be subject to the Grievance Procedure as set forth in Section 13 of these Rules.

11.4 Violations and Penalties

Any violation of these provisions regarding outside employment shall constitute grounds for disciplinary action up to and including termination.



13 PERFORMANCE EVALUATIONS

13.1 Frequency

Division Chiefs or their designees shall make a report of performance of each employee after completion of a probationary period and annually thereafter. Unless changed in accordance with these Rules, these evaluation dates shall constitute the employee's salary evaluation date for purposes of eligibility for a merit salary increase. The employee shall continue to receive performance evaluations on said date even after the employee has reached the top of the applicable salary range. In addition, a supplemental performance evaluation may be prepared at any other time at the discretion of the employee's supervisor. Supplemental performance evaluations do not affect salary evaluation dates for purposes of eligibility for a merit salary increase.

The employee shall receive a copy of the performance evaluation and shall have an opportunity to discuss said evaluation with his/her supervisor. The employee may also submit written comments or rebuttal to the evaluation which shall be part of the complete document to be placed in the employee's personnel file.

13.2 PERSONNEL FILES

The Authority shall maintain an official personnel file for each of its employees. Personnel files contain such personnel records as may be deemed necessary for the administration of labor and employment relations in the Authority. Personnel files shall be made available to employees, former employees, (or a representative) for inspection within a reasonable time after an employee's request and without loss of pay, provided that employees shall make arrangements with their supervisor if the inspection occurs while on duty.

The Authority may preclude inspection of certain information in accordance with the law, such as background and other pre-employment information and materials relating to confidential investigations.

The Authority shall maintain separate files for injury reports, confidential medical records, grievances, discrimination complaints, and other matters in accordance with applicable laws.



15 DISCIPLINARY ACTION

15.1 Authority to Discipline

Employees who hold non-probationary appointments, and are not at will, shall not be disciplined without good cause. At will and probationary employees are subject to dismissal without cause. For purposes of this section, disciplinary action shall be defined to include one or more of the following: oral warnings, written reprimands, suspensions, demotions, reductions in pay, and dismissal. Oral and written reprimands may be initiated at the supervisor/division manager level. Disciplinary action more serious than a written reprimand must be initiated at the Division Chief or Fire Marshal level in consultation with the Human Resources Director. The Human Resources Director shall be notified of any contemplated disciplinary action prior to the time it is taken, provided that in emergency situations or other instances when prior notification is not practicable, the Human Resources Director may be notified as soon as possible subsequent to the time the action is taken.

15.2 Firefighter Procedural Bill of Rights Act

The Firefighter Procedural Bill of Rights (Government Code 3520) shall be followed for any punitive action(s) that may lead to dismissal, demotion, and suspension, reduction in salary, written reprimand, or transfer for purpose of punishment of personnel covered under the Act.

15.3 Grounds for Disciplinary Action

Good cause for disciplinary action exists not only when there has been an improper or illegal act or omission by an employee in the employee's official capacity, but when any conduct by an employee brings discredit to the Authority, affects the employee's ability to perform his or her duties, causes other employees not to be able to perform their duties, or involves any improper use of the employee's position for personal advantage or the advantage of others. Good cause may include non-disciplinary reasons such as, the employee's unwillingness or inability, due to mental or physical disability, and with or without accommodation, to perform the duties of the position for an indefinite period. The type of disciplinary action shall depend on the seriousness of the offense and the relevant employment history of the employee. Causes for disciplinary action against an employee may include, but shall not be limited to, the following:

- a) Misstatements or omissions of fact in completion of the employment application or to secure appointment to a position with the Authority;
- b) Furnishing knowingly false information in the course of the employee's duties and responsibilities;
- c) Inefficiency, incompetence, carelessness or negligence in the performance of duties;
- d) Violation of safety rules;
- e) Violation of any of the provisions of these personnel rules, department rules and regulations, Authority policies, Protocols, ordinances, or resolutions;
- f) Inattention to duty;
- g) Tardiness, time or attendance fraud, or overstaying lunch periods;



- h) Being under the influence of an intoxicating beverage or non-prescription drug or prescription drugs not authorized by the employee's physician, while on duty or on Authority property;
- i) Disobedience to proper authority, refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor;
- j) Any violation of the Authority's Discrimination or Harassment Policies;
- k) Unauthorized soliciting on Authority property;
- l) Unauthorized absence without leave, excessive use of unprotected leave, failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, revoked, or canceled, or any other unauthorized absence from work;
- m) Conviction of a felony, or a misdemeanor involving moral turpitude, or a violation of a federal, state, or local law which negatively impacts the employee's ability to perform his/her job or brings discredit to the Authority. (For purposes of this section, a misdemeanor conviction does not include a conviction based on a plea of nolo contendere;)
- n) Discourteous or offensive treatment of the public or other employees;
- o) Falsifying any Authority document or record;
- p) Misuse of Authority property; improper or unauthorized use of Authority equipment or supplies; damage to or negligence in the care and handling of Authority property;
- q) Fighting, assault and/or battery;
- r) Working overtime without authorization;
- s) Theft or sabotage of Authority property;
- t) Sleeping on the job, except as specifically authorized for twenty-four (24) hour duty personnel;
- u) Accepting bribes or kickbacks;
- v) Gambling on the job;
- w) Engaging in outside employment which conflicts with an employee's responsibilities;
- x) Intimidation or interference with the rights of any employee;
- y) Outside work or any other activity or conduct which creates a conflict of interest with Authority work, which causes discredit to the Authority, negatively impacts the effective performance of Authority functions or is not compatible with good public service or interests of the Authority service;
- z) Abusive or intemperate language toward or in the presence of others in the workplace;



- aa) Failure to obtain and/or maintain minimum qualifications for a position, including licenses or certificates;
- bb) Any other conduct of equal gravity to the reasons enumerated above as determined by the Authority.

15.4 Types of Discipline

Any authorized supervisory employee may propose disciplinary action for cause against an employee under his/supervision in accordance with the procedures outlined in these Rules. In general, the Authority shall adhere to the principles of progressive discipline.

15.4.1 Oral Reprimand

Verbally notifies the employee that his/her performance or behavior must be improved. Oral warnings are generally given by supervisors when counseling has failed to produce the desired changes. The warning defines the areas in which improvement is required, sets up goals leading to this improvement, and informs the employee that failure to improve will result in more serious action. Although the supervisor makes a note of the content of the warning or sends a confirming memo to the employee, no record is placed in the employee's permanent personnel file unless subsequent action is necessary. Oral reprimands are not subject to the disciplinary appeal procedure set forth in these Rules (except as provided under the Procedural Firefighter Bill of Rights Act).

15.4.2 Written Reprimand

Official notification to the employee that there is cause for dissatisfaction with the employee's services and that further disciplinary measures may be taken if said cause is not corrected. Written reprimands should be given in consultation with the Human Resources Director. Written reprimands shall be made a part of the employee's official personnel record and may be considered as pertinent evidence or information in any hearing. Written reprimands are not subject to the disciplinary appeal procedure set forth in these Rules (except as provided under the Procedural Firefighter Bill of Rights Act).

15.4.3 Suspension without pay

Shall be a temporary separation from Authority service. Certain suspensions are subject to the disciplinary appeal procedure set forth in these Rules.

15.4.4 Reduction in Step within range as a disciplinary measure

If the withdrawal of step advancements granted for merit, efficiency, and length of service, reduction in pay shall become effective on the effective date of the disciplinary action. Reduction may be made on permanent or temporary basis. Certain reductions of pay are subject to the disciplinary appeal procedure set forth in these Rules.

15.4.5 Demotion without consent

Shall be a reduction in classification to a classification having a lower maximum salary with reduction in salary as provided in Section 8.9.2 of these Rules. Demotion without consent may be made to the classification having the lowest maximum salary in the classification series or a classification series comparable to that within which the employee's position is



located. Demotion may be made on a permanent or temporary basis. Demotions are subject to the disciplinary appeal procedure set forth in these Rules.

15.4.6 Dismissal

The termination of an employee from the Authority service. Dismissals are subject to the disciplinary appeal procedure set forth in these Rules.

15.5 Procedures for Disciplinary Action

In the absence of a process in a Memoranda of Understanding, employees shall be governed by the following provisions:

15.5.1 Written Notice/Pre-Discipline Meeting/Final Action

The Authority shall issue a written notice of discipline, describing the intended discipline, the basis for the discipline, and attaching any documents upon which the discipline is based. The Authority shall provide the employee an opportunity to respond to the disciplinary action, either orally or in writing, within ten (10) calendar days of such written notice of discipline. If the employee chooses to respond orally, the Human Resources manager shall designate an Authority official who shall convene a meeting to hear the employee's response. If the employee chooses to respond in writing, the written response shall be logged in the employee's personnel file. No further appeal shall be permitted. In the case of a written reprimand, the employee may respond by submitting a written rebuttal to be logged in the employee's personnel file, but no oral response or appeal is permitted.

For discipline that is greater in severity than a suspension of five (5) working days, (or the equivalent reduction in pay) the Authority shall issue a notice of intent to impose discipline, describing the intended discipline, the basis for the discipline and attaching any documents upon which the discipline is based. The notice shall state that the employee has a right to respond, either orally or in writing before discipline is imposed. The Authority shall set the pre-discipline meeting approximately one (1) week from the date of the notice unless a different time and date is set by mutual agreement.

For discipline that is greater in severity than a suspension of five (5) working days, (or the equivalent reduction in pay) the Human Resources manager shall designate an Authority official who is disinterested in the matter who shall convene a meeting to review the employee's response before imposing discipline. The employee shall be entitled to a representative of his/her choice; provided, however, that the inability of a specified representative to attend the meeting shall not be cause for requiring a continuance of the meeting. At the meeting, the employee shall be provided the opportunity to respond to the charges and to present any new information for consideration by the Authority.

At some reasonable time, but no longer than thirty (30) calendar days, after the employee has been provided an opportunity to respond to the charges, the Authority shall issue a final notice of discipline. The notice shall notify the employee of his/her right of appeal.



16 DISCIPLINARY APPEAL PROCESS

16.1 Employee's Right to Representation During Appeal Process

At any step in the disciplinary appeal procedure, the employee concerned may choose to represent himself/herself or may be represented by that certified employee organization which has been recognized by the Authority for that representation unit to which the employee's classification is assigned, or by legal counsel. The employee concerned shall be personally present at all stages of the disciplinary appeal process unless that employee specifically waives the right in writing.

16.2 Appeal Process (for discipline greater than 5-day suspension or reduction in pay)

For discipline that is greater in severity than a suspension of five (5) working days (or equivalent reduction in pay), employees shall have the right to appeal from the final notice of discipline. The notice of appeal must be received within seven (7) calendar days from the date of the final notice of discipline, or the right to proceed to the next appeal level under these Rules shall be forfeited and the discipline shall become final.

16.2.1 Hearing Officer Selection

The appeal shall be heard by an independent hearing officer. The hearing officer shall be selected from among a list of names not to exceed ten (10) names provided by the California State Mediation and Conciliation Service, or from a similar body mutually agreed to between the parties. After a toss of a coin to decide which party shall strike first, the representative of the Authority and the employee (or the employee's representative) shall alternately strike one name from the list until one name remains and such person shall act as the hearing officer. This procedure shall be followed until there is an available arbitrator.

16.2.2 Costs

The costs of the hearing officer shall be borne by the Authority unless the employee's union has brought the appeal on the employee's behalf, in which case the costs of the hearing officer will be shared equally by the Authority and the union. Both parties may request that the hearing be transcribed, and the requesting party shall bear the expense of the transcript and court reporter's fees. If the transcript is jointly requested by both parties, both parties will share equally in the expense of the transcript and court reporter's fees.

16.2.3 Hearing Officer Authority

The hearing officer shall have the authority to convene the hearing, receive evidence through testimony and documents, and make findings of fact and conclusions about the discipline. Within sixty days (60) of the close of the hearing, the hearing officer shall serve a recommended decision on the Fire Chief and the employee. The hearing officer's decision must contain detailed findings of fact relating to the disciplinary charges. The decision may include a recommendation regarding outcome, but the final decision regarding discipline rests with the Fire Chief. After consideration of the hearing officer's recommended decision, the Fire Chief shall issue a final decision in writing. The Fire Chief's decision may be reviewed by administrative writ of mandamus within the time frames established by California law.



16.2.4 Waiver of Steps or Time Limits.

Notwithstanding any provision in this section, any time limit or stage of procedure specified in this section may be waived upon consent of all parties involved.

17 GRIEVANCE PROCEDURE FOR NON-DISCIPLINARY MATTERS

In the absence of an applicable Memorandum of Understanding, this grievance procedure shall apply. This procedure is intended to ensure that every reasonable effort will be made to resolve problems as near as possible to the point of origin.

17.1 Definition of "Grievance"

Subject to the exclusions listed in this Rule, a grievance is defined as any dispute involving the interpretation, application, or alleged violation of 1) the specific express terms of a current Memorandum of Understanding (MOU), between the Authority and a recognized employee organization, or 2) a specific express term of these Rules.

17.2 Eligibility to File a Grievance

Only full-time employees in regular non-probationary appointments who are adversely affected by an act or omission of the Authority are eligible to file a grievance.

17.3 Exclusion from the Grievance Procedure

The following matters are excluded from the definition of a "grievance":

- a) Requests for changes in wages, hours, or working conditions;
- b) The content of employee evaluations or performance reviews, except those that result in a loss of benefits to the employee;
- c) Challenges to reclassification, layoff, transfer, denial of reinstatement;
- d) Challenges to examinations or appointment to positions;
- e) Challenges to this grievance procedure.
- f) Disciplinary Actions

17.4 Group Grievances

In the event more than one employee is directly involved with an issue, they may, at any step in the grievance procedure, name one of the employees to carry the grievance through the procedure as a group grievance and be represented by that employee organization which has been recognized by the Authority for that representation unit to which their classification(s) is/are assigned. In a group grievance, that named employee directly concerned shall be personally present at all stages.



17.5 Procedure

It is the Authority's intent to deal with and settle complaints and grievances informally and at the nearest practical organizational level and as promptly and fairly as possible. Whenever feasible, complaints and grievances will be handled during the regularly scheduled working hours of the parties involved.

The grievance procedure shall consist of the following steps:

17.5.1 Informal Grievance Procedure

A grievance must be filed within thirty (30) calendar days of the act(s) or omission(s) giving rise to the grievance. Failure to file the grievance within this time period shall result in denial of the grievance as null and void. Within thirty (30) working days of the act(s) or omission(s) giving rise to the grievance, the grievant must discuss the grievance with his/her immediate supervisor, who shall investigate and attempt to resolve the matter. The supervisor shall give the grievant an oral or written reply within ten (10) working days after the discussion. If the grievant is not satisfied with the reply, he/she may proceed to the Formal Grievance Procedure.

17.5.2 Formal Grievance Procedure

17.5.2.1 Level 1 Review

Any grievance not resolved by the Informal Grievance Procedure may be submitted in writing by the grievant to his/her supervisor along with a copy to the Human Resources manager, no later than ten (10) working days after the date of the supervisor's written reply. A grievance may be submitted directly to the Human Resources manager or, if the grievance slatted at a level above the supervisor or Division Chief or Fire Marshal, the grievance may be submitted at the higher level. The written grievance must contain the following information:

- a) Name of grievant and job title;
- b) Division in which grievant works;
- c) The specific act or omission that gave rise to the alleged violation, misinterpretation, or misapplication and the date or dates of the alleged act or omission;
- d) The specific provision(s) of the Memorandum of Understanding, Authority Policy or Personnel Rules alleged to have been violated, misinterpreted, or misapplied;
- e) A list of the documents, witnesses or other evidence that support the grievance;
- f) Desired solution or remedy;



g) Name of the grievant representative, if any;

h) Signature of the grievant or representative and date signed.

Within ten (10) working days thereafter, the supervisor shall schedule a meeting with the grievant to work at resolving the grievance. The supervisor shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the Human Resources manager. If the grievant is not satisfied with the response, he/she may proceed to Level 2.

17.5.2.2 Level 2 - Division Chief or Fire Marshal Review

Any grievance not resolved at Level 1 may be submitted to the Division Chief or Fire Marshal no later than ten (10) working days after the date of the supervisor's written reply. The grievant shall provide the Division Chief or Fire Marshal with a copy of the Level 1 response. Within ten (10) working days thereafter, the Division Chief or Fire Marshal shall schedule a meeting with the grievant to work at resolving the grievance. The Division Chief or Fire Marshal shall give the grievant a written reply within ten (10) working days after the meeting and shall file a copy with the Human Resources manager. If the grievant is not satisfied with the response, he/she may proceed to Level 3.

17.5.2.3 Level 3-Fire Chief Review

Any grievance not resolved at Level 2 may be submitted to the Fire Chief no later than ten (10) working days after the date of the Division Chief or Fire Marshal's written reply. The grievant shall provide the Fire Chief with a copy of the Level 1 and Level 2 responses. Within ten (10) working days after receipt of the grievance and the Level 1 and Level 2 responses, the Fire Chief or his/her designee, at his/her discretion, may conduct an informal hearing involving the parties to the dispute. The Fire Chief's decision shall be final and binding.

17.6 Representation

The grievant is entitled to representation of his/her choice at any point in the grievance procedure. If the representative is a fellow employee, that employee shall receive time off from his/her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. The grievant must inform the Human Resources manager whether he/she will be represented at any meeting regarding the grievance, along with the identity of the representative, at least forty-eight (48) hours prior to the grievance meeting.

17.7 Waiver of Steps or Time Limits

Notwithstanding any provision in this section, any time limit or level of procedure specified in this section may be waived upon consent of all parties involved.



17.8 Waiver of Grievance

Failure by the grievant to appeal his/her grievance to the next level within the specified time limits of this rule shall constitute a waiver of the right to pursue the grievance further, unless the Authority has granted an extension of time to a definite date. Failure by the Authority to respond to the grievance within any of the specified timelines shall entitle the grievant to appeal to the next level of review.

Additionally, failure on the part of an employee or his representative to appear for any scheduled meeting without notification may, in the Authority's discretion, result in the Authority's denial of the grievance.

17.9 No Interruption of Work

During the determination of a grievance herein, the employees involved in pursuing the grievance are required to continue their normal work schedule, unless the Human Resources Manager directs otherwise.

17.10 No Retaliation

Employees shall not be penalized or retaliated against in any way for using the grievance procedures or testifying as a witness in a grievance proceeding.



19 LAYOFF, DISPLACEMENT, AND RE-EMPLOYMENT

19.1 Notice

Should the Fire Chief determine that reductions in force are necessary due to lack of work, reorganization, or for financial reasons, layoffs may be directed. In the event of layoffs, the Authority shall provide affected employees with as much notice as possible.

19.2 Layoff Order Determination

In determining the order of layoffs, the following rules shall be followed, no permanent employee shall be laid-off while there are temporary employees serving in the same or allied class or position in the Authority service unless that employee has been offered the temporary work. Layoffs shall be made in accordance with California Government code §45100 and the criteria set forth below:

- a) Layoffs shall be by job classification, according to reverse order of seniority, as defined by total Authority service.
- b) The employee to be laid-off may displace the least senior employee in a lateral or lower classification in which he/she previously held permanent status, provided the displaced employee has less total Authority service. Total Authority service means as a regular full-time employee.
- c) An employee may demote or transfer to a vacant position in a classification for which he/she possesses the necessary skills, as determined by the minimum qualifications and job specifications for the position.
- d) The name of each laid-off employee shall be entered, in order of seniority, on a Reemployment List for twenty-four (24) months.
- e) A former employee appointed from a Reemployment List shall have restored all rights accrued prior to being laid-off, such as sick leave, vacation credits, and credit for years of service. However, such recalled employees shall not be eligible for benefits for which he/she received compensation at the time of, or subsequent to, the date he/she was laid-off.

19.3 Bumping

"Bumping" means the displacement of an employee from his/her position by an employee in a higher classification who formerly held the same position and has received notice of layoff. The laid-off employee must be able to perform the essential job functions of the former position and possess the minimum qualifications of the position as specified by the current job classification specification.

The Authority shall notify laid-off employees in writing of the position and classification into which he/she may bump if any. Following such notification, the employee must notify the Human Resources manager in writing of his/her intent to exercise the bumping rights within seven (7) calendar days of the date of the written notice. Failure to provide such notification shall be deemed a waiver of bumping rights by the employee.



Where there is more than one employee in a position available for bumping, the determination of which employee will be bumped, if any, will be based on seniority.

Any displaced employee shall be considered as laid-off for the same reason as the person who displaced them and shall, in the same manner, be eligible to displace another employee based on the criteria specified above.

19.4 Layoff List Preparation Procedure

When an Authority position within a classification is abolished, the following general procedure shall be followed:

19.4.1 Limited Service

Limited Service employees will be released before an employee in the same classification with probationary or permanent status.

19.4.2 Lay Off List

The Human Resources manager shall prepare a layoff list of all those Authority employees (including those who are on Leave of Absence) and vacancies within the classification in which a reduction in the number of positions is to occur.

19.5 Reemployment from Lay-off

Employees who were laid-off may be reinstated within twenty-four (24) months to their former position, if vacant, or to a vacant position in the same classification, without being subject to the application requirement.

19.6 Separations

All employees who separate from Authority service, that is, whose employment with the Authority terminates through separation for cause, layoff, resignation, or retirement must:

- a. Return all Authority property to the Human Resources manager or the immediate supervisor prior to receiving the final paycheck.
- b. Clear any existing financial obligations with the Authority.
- c. If applicable, file a Form 700 with the Authority Clerk.

In addition, employees who resign or retire shall adhere to the following procedures before they will be deemed to have separated in good standing:

- a. Submit a written notification stating the intent to resign or retire and the proposed effective date to their immediate supervisor.
- b. Provide a minimum notice of two weeks. The Authority encourages employees who become aware of their pending separation from the Authority to let the Human Resources manager know as far in advance as possible.



19.8 Reinstatement After Separation

A permanent employee who has resigned in good standing may request reinstatement to a position in his/her former classification. The Fire Chief may reinstate such employee to a vacant position pursuant to Authority Policy. Upon reinstatement, the vacation accrual rate shall be restored based upon total city service incurred up to the date of separation of employment from the Authority. The Fire Chief may request such employee to submit to a physical examination, background investigation, and may require the employee to serve a new probationary period.

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21 WORK WEEK AND ATTENDANCE

The Fire Chief shall assign daily hours of work (or shifts) for employees as required to meet operational requirements, requirements under the Federal Labor Standards Act, or the employees' applicable Memorandum of Understanding. The Fire Chief may change an employee's work period, week, or hours at any time to meet the requirements of the Authority. Changes shall be made in accordance with applicable labor laws and Memoranda of Understanding.

Any foreseeable absence or deviation from regular working hours desired by an employee shall be cleared in advance through the employee's supervisor, and such absences shall be noted on the employee's timesheet.

21.1 Work Period, Week, and Schedule

Safety personnel assigned to shifts shall work a forty-eight (48) hours-on and ninety- six (96) hours-off schedule. The work period for the 48:96 schedule is defined by the Authority as a 24-day period under the Fair Labor Standards Act of 1938 (29 U.S.C. 207 (k)).

All non-shift employees shall work a 9/80 schedule (nine hours Monday through Thursday, eight hours alternate Friday, and alternate Fridays closed).

The work week for employees on 9:80 and 48:96 schedules must begin and end mid-day on the alternating day off for the schedule.

The work week for 40-hour and all other types of employees other than those on a 9:80 or 48:96 schedule shall begin on Sunday morning at 0700 and end on Sunday morning at 0659. The designated work schedules may be changed only because of major changes in operations, payroll procedures, or as otherwise necessary to deliver services as efficiently and economically as possible. Except under exigent circumstances, changes in work schedules, work weeks, or work periods will be communicated in writing with reasonable prior notice.

21.2 Attendance

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except when required to leave on authorized Authority business or some other authorized leave. Employees shall keep daily attendance records which shall be reported on the employee's electronic timesheet.

Employees who anticipate an absence from all or a portion of their regular work schedule and wish to request a form of accrued leave time or unpaid leave time should follow the procedures provided in these Rules or the applicable Memoranda of Understanding for their position and the type of leave that they are requesting.

Employees who anticipate an absence from all or a portion of their regular work schedule and wish to request a form of accrued leave time or unpaid leave time should follow the procedures provided in these Rules or Memoranda of Understanding for the type of leave that they are requesting.

Employees who are unexpectedly unable to report for work as scheduled on any particular day



must call their immediate supervisor no later than their scheduled time to begin work for that day, or as otherwise required by the Authority. Employees on a 56-hour schedule shall notify the on-duty Battalion Chief. If the employee's immediate supervisor is not available, then the employee must notify the Battalion Chief, Division Chief or Fire Marshal or his/her designee. Employees shall inform their supervisor of the expected duration of any late arrival or absence. Employees who call later than their scheduled time to begin work for their assigned shift shall be deemed to have an unauthorized tardy or absence in violation of this attendance policy. Abuse or misrepresentation of any form of accrued or paid or unpaid leave time will be grounds for discipline.

Failure on the part of an employee, who is absent without notification or authorization, to return to duty within twenty-four (24) hours after a notice to return to duty has been delivered to their last known telephone number and/or address will constitute an automatic resignation effective as of the last day an employee worked. If, within ten (10) days of said notice, the employee can show good cause for the failure to return to duty, the Human Resources Manager, in his/her discretion may, with approval of the Fire Chief, reverse the resignation. In the event that an employee's absence is deemed an "automatic resignation" in accordance with this Rule, the employee shall have the same right to appeal afforded to employees who are terminated for cause under these Rules. However, an employee's absence without notification or authorization for twenty-four (24) hours or more shall be deemed just cause for termination.

21.3 Meals and Rest Periods

Employees not assigned to a shift shall receive a thirty (30) to sixty (60) minute meal period that shall not be compensated. During the meal period, the employee shall be relieved of duties. If the employee is authorized in advance and performs work during the meal period, the employee shall be compensated for such time. Meal periods may not be used to shorten the workday unless the employee obtains express prior approval from his/her supervisor.

Non-exempt employees (excluding safety personnel assigned to a shift) shall have a ten (10) minute rest period for each half of their workday, as scheduled by the supervisor. The rest period may be interrupted or canceled if necessary, to complete work, and shall be compensated time. The rest periods shall not be combined or used to shorten the workday.

21.4 Timekeeping

All employees must enter and accurately record all hours worked and any leave taken on their electronic timesheets. Employees must immediately report any errors on a timesheet that has already been submitted.



23 VACATION AND HOLIDAYS

23.1 Vacation Accrual

Vacation accrual is specified in a Memorandum of Understanding, Compensation, and Benefits Plan or Authority Board approved resolution.

23.2 Use of Vacation

Unless otherwise specified in a Memorandum of Understanding, Compensation and Benefits Plan or an Authority Board approved resolution after completion of six (6) months of continuous service, an employee may take vacation leave at any time, subject to approval by the employee's supervisor. Approvals shall be based upon workload, staffing coverage, seniority, timing of the request, and any other work- related factors appropriate for consideration by the supervisor. Vacation shall be taken in increments of one- quarter (.25) hour or more. The supervisor, with concurrence of the Human Resources manager, may authorize an employee to take vacation leave prior to completion of six (6) months of continuous service.

23.3 Effect of Sick Leave on Vacation Leave

In the event an employee becomes ill during a vacation period, such time shall not be charged as vacation leave if the following conditions are met:

23.3.1 Employee Sick Leave Requirements.

The employee complies with the same notice requirements as required when the employee is not on leave, including notice to the employee's supervisor no later than the start of the employee's regular work shift. If the employee becomes ill after the start of the work shift, then the employee must promptly provide notice on the same day the illness begins. Sick leave shall only be granted for those days on which notice is given; and

23.3.2 Return to Work Requirements.

The employee, upon return to work, submits a doctor's certificate for each day the employee was absent from work.

23.4 Compensation for Authority Work During Vacation Prohibited

No person shall be permitted to work for compensation for the Authority in any capacity, except compensation for mandated court appearance, call back, or special duty assignments, during paid vacation time. Exceptions may be made for Reserve Firefighters.

23.5 Vacation Pay-Out Upon Termination

A regular or probationary employee whose employment with the Authority terminates shall be paid for that part of his/her vacation accumulation that remains unused at the time of termination. Payment for unused vacation shall be made at the rate of pay in effect for such employees in the pay period following the time of termination.

Unless otherwise provided by State Law, when termination is caused by the death of the employee, said pay for unused vacation shall be paid to the beneficiary the employee has designated. Such designation shall be in writing, signed by the employee and filed with the



Human Resources Office. In the event an employee has not designated a beneficiary, the payment shall be made to the estate of the employee.

23.6 Holidays

23.6.1 Authorized Holidays.

Every full-time probationary and regular employee shall be entitled to the following paid holidays each calendar year and such other days as may be designated by action of the Authority Board:

- a) January 1 (New Year's Day)
- b) The third Monday in January (Martin Luther King Day)
- c) The third Monday in February (Presidents' Day)
- d) The last Monday in May (Memorial Day)
- e) July 4 (Independence Day)
- f) The first Monday in September (Labor Day)
- g) November 11 (Veteran's Day)
- h) Thanksgiving Day
- i) The Friday after Thanksgiving Day
- j) December 24 (Christmas Eve)
- k) December 25 (Christmas Day)

23.6.2 Holidays Falling During Vacation.

When a day designated and observed by the Authority as a holiday occurs on a day on which an employee is taking vacation, such employee shall not be charged as using vacation for that day. The employee's compensation for that day shall be holiday pay and he/she shall not be paid or charged for vacation, except for the additional hour(s) for those employees on a 9/80, 4/10, or another schedule which may be made up from vacation, comp, or floating holiday accrual balances.

23.6.3 Employees absent from work immediately preceding a holiday.

Employees who are absent from work on the workday immediately preceding a holiday due to unpaid leave of any form shall not receive reimbursement for the missed holiday.



25 SICK LEAVE

Sick leave shall be requested only in cases of actual personal sickness or disability, medical or dental treatment, or as authorized in Section 17.6. The employee requesting sick leave shall notify his/her supervisor prior to the start of the employee's regular work shift. 56-hour employees must notify the on-duty Battalion Chief prior to the start of scheduled shift. Sick leave with pay shall not be allowed unless the employee has met and complied with the provisions of these Rules and Regulations and the Fire Chief has approved such payment. Accrued and unused sick leave shall not be paid out when the employee separates from Authority employment.

25.1 Certification

The Fire Chief or designee may request that the employee produce a certificate issued by a licensed physician or other licensed practitioner's satisfactory proof of illness before sick leave is granted when:

- a) Verification is required or allowed by state or federal law; or
- b) The employee has a demonstrable pattern of sick leave abuse; or
- c) The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a reasonable person would also believe the absence was for an unauthorized reason.

The Authority recognizes the confidential nature of the relationship between the health care provider and patient and if verification is required it shall be limited to the anticipated length of the absence, any restrictions upon return to work that prevents the employee from performing the full range of his/her normal work assignment and anticipated future absences. If the Fire Chief or designee does not consider the verification adequate, the request for sick leave may be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

Under certain circumstances and when necessary for the health and safety of the public and other fire personnel, the Fire Chief or designee may also direct an employee to attend a physical examination by an Authority-retained licensed physician, at Authority expense, to ascertain whether the employee is fit to perform the duties of his/her position.

25.2 Prohibited Activity

Any employee who is absent from work on a leave as provided in Section 17 or who is absent after requesting such leave shall not engage in work or other activities at any time which would conflict with the inability to report for work and to perform the duties assigned.

25.3 Eligibility

Regular and probationary employees shall be eligible to accrue sick leave upon commencement of Authority employment.



Limited service or provisional employees and part-time employees working twenty (20) hours per week or less, or less than forty (40) hours or less in a fourteen (14) calendar day pay cycle, and who have completed 30 calendar days of work since date of hire are eligible for paid sick leave under the Healthy Workplaces, Healthy Families Act

25.4 Accrual

Except as noted in the following paragraph in this section, sick leave shall be accrued at the rate identified in these Rules, each Memorandum of Understanding, Compensation and Benefits Plan, or Authority Board approved resolution per calendar month for each calendar month that an employee has worked regularly scheduled hours and/or has been on an authorized paid leave.

Limited service, Provisional, and Part-Time employees, as described in section 17.3 above, who have worked for the Authority at least 30 days in the 12 months from the beginning of their employment will accrue 24 hours of paid protected sick leave annually, in accordance with the Healthy Workplaces, Health Families Act of 2014. After the initial eligibility period of 30 days, annual accruals will be made available in the first full paid period in January or the first full pay period in July depending on date of initial 24-hour accrual. Employees, as described in this paragraph, may begin to use paid sick leave after 30 days of employment. Accrued sick leave does not carry over from year to year.

25.5 Accumulation

Regular and probationary employees may accrue and accumulate sick leave without limit. Part-time employees, as described in Section 17.3 above, do not accrue or accumulate sick leave outside of the annual allotment provided in section 17.4 above.

25.6 Use

In accordance with California's Paid Sick Leave law, an employee may use paid sick leave for one of the following reasons:

25.6.1 Authorized Use for Self or Family.

- a) Non-industrial illness or injury when an employee has a medical or dental appointment which cannot be scheduled outside the workday; has a medical emergency or is indisposed by reason of illness, injury, exposure to contagious disease, or trauma from attending work and performing duties; or when an employee's illness would endanger or disturb coworkers;
- b) Diagnosis, care, or treatment of the employee's existing health condition or preventive care for an employee; or
- c) Diagnosis, care, or treatment, of an existing health condition or preventive care, for an employee's family member. For the purposes of using sick leave under this policy only, "family member" shall mean an employee's parent, parent-in-law, child of any age or dependency status, spouse, registered domestic partner, sibling, grandchild, or grandparent. Sick leave under this paragraph shall not exceed 50% of an employee's annual leave allotment unless extended by the Fire Chief or



designee upon written request of an employee.

25.6.2 Use of Sick Leave for Victims of Domestic Violence.

In addition, with appropriate certification an employee who is a victim of domestic violence, sexual assault, or stalking may use accrued paid sick leave under this policy for the following reasons:

- a) To obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or the victim's child;
- b) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- c) To obtain services from a domestic violence shelter, program, or rape crisis center;
- d) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
- e) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

All employees, including part-time, limited service, and provisional employees, who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter. (Labor Code § 230(d)(2).)

25.6.3 Other Paid Sick Leave

From time to time, other paid leave options may be available to some or all employees of the Authority based on current legislation or regulation. The Authority will provide employees with notices of new leaves with information on who is eligible, the qualifying reasons for the leaves, and procedures on how to request and use such leaves.

Depending on the event, business need, and in accordance with the language of the legislation or regulation, the Authority, at its own discretion, may exempt certain classifications from benefits under the law.

25.6.4 Use of Sick Leave Accruals.

Pay for approved sick leave shall be authorized until the employee's accumulated sick leave hours have been exhausted and at such time the employee shall receive no further pay for sick leave. Employees on designated and approved protected leaves may request use of other accrued leave balances upon exhaustion of sick leave.

25.6.5 Use of Sick Leave at Separation toward Retirement.

An employee may not use sick leave to extend a retirement (either disability or service retirement) or separation date, unless specifically provided for in an applicable Memorandum of Understanding, or as required by law.

Unused statutory sick leave, whether mandated paid leave or leave accrual, is not cashed



out upon termination, resignation, retirement, or other separation from employment. (Labor Code § 246(f)(1).)

25.7 Integration of Benefits

If an employee is on sick leave and is receiving State Disability Insurance (SDI) or temporary Disability payments (including Workers' Compensation payments), the employee may request integration of leave accruals as a supplement to disability or workers' compensation benefits up to the employee's full regular compensation. To exercise this option, the employee must tender a copy of his/her SDI, Workers' Compensation or temporary disability payment award letter and remittances to the Authority. The Authority will then provide a supplemental paycheck for the value of the difference between those payments and the employee's regular pay from the employee's sick leave accruals. Part-time and temporary employees are covered by and shall receive the benefits provided by the Workers' Compensation Insurance Plan of the Authority but shall not be eligible for any other benefits in this section except for those provided by law.

25.8 Catastrophic Leave Program

An employee may be eligible to receive donations of paid vacation leave to be included in the employee's sick leave balance if she/he or an immediate family member has suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition that is considered terminal, a long-term major physical impairment or disability. (The definition of immediate family member and the usage of sick leave shall be in accordance with California State Law, this Policy, and the employee's applicable MOU.) This program will be administered in accordance with the Authority's Catastrophic Leave Procedure.



27 LEAVES OF ABSENCE WITHOUT PAY

27.1 Authorization for Leave of Absence Without Pay

At the sole discretion of the Authority, an employee may be granted a leave of absence without pay. An employee's request for leave of absence without pay may be granted by the Fire Chief for a period of up to one (1) year. The Fire Chief must notify the Human Resources manager of any such requests as soon as reasonably possible. The Authority may fill the position with a temporary employee during the term of the leave of absence or undertake any other appropriate measures to address workload needs.

27.2 Leave of Absence Request

Employees who are not already on an approved protected medical leave and are requesting a leave of absence without pay must submit the request in writing to the Human Resources Manager. The request should state the reason for the request and the anticipated beginning and ending dates of the leave. The Human Resources Manager shall evaluate the request and make a recommendation to the Fire Chief. The Fire Chief shall render a decision and transmit in writing the decision to the employee. The decision of the Fire Chief shall be final and is not subject to grievance or appeal.

27.3 Return from Authorized Leave of Absence Without Pay

When an employee intends to return from an authorized leave of absence without pay, the employee shall contact the Human Resources manager as soon as possible but not less than three (3) working days prior to the planned day of return. Upon an employee's notification that he/she intends to return after a leave of absence without pay, the Authority shall make reasonable effort to do so. Failure of an employee to abide by this notification procedure or to report for work promptly at the date of leave expiration shall be grounds for discipline up to and including termination. Employees returning from leave because of illness or disability must first submit to the Human Resources manager a release to work from a physician that satisfactorily certifies the employee can perform the essential functions of the position to which he/he desires to return, with or without accommodation. Further, the employee may be subject to an examination by an Authority retained licensed physician, at Authority expense, to ascertain whether the employee is fit to perform the duties of his/her position.

27.4 Authorized Leave of Absence Without Pay for Job Injury

The Fire Chief may grant a leave of absence without pay for a period of time to any employee who is disabled by job injury or illness. Such leave may be terminated by the Fire Chief when it is determined through a reasonable accommodation process that the employee is disabled for an extended period, the employee is unable to perform the duties of his/her position, and the time necessary for recovery to full duty is indefinite.

27.5 Status of Employee on Authorized Leave of Absence Without Pay

27.5.1 Break in Service.

Except as defined by Government Code §7522.02 of the Public Employees' Pension Reform Act (PEPRA), an authorized leave of absence without pay shall not be construed as a break in service, and rights accrued at the time the leave is granted shall



be retained by the employee. However, vacation credits, sick leave credits, holidays, health benefits, and retirement benefits, increases in salary, and other similar benefits shall not accrue to a person granted such leave during the period of absence unless otherwise expressly provided for and Authority Board-approved action or by law. Employees in such status may be required to pay for all fringe benefits, such as health plan premiums, during the period of their leave without pay.

27.5.2 Employee Return to Work.

An employee returning after an authorized leave of absence without pay shall retain the same status and shall be placed at the same salary step in the pay range currently in effect for the class as the employee received when the authorized leave of absence without pay commenced. Time spent on such leave without pay shall not count toward service within the pay range and the employee's salary anniversary date shall be set forward a period of time equal to the employee's total absence as adjusted to the beginning of the closest pay period.

27.5.3 Return from Authorized Leave of Absence Without Pay for Military Duty.

Notwithstanding provisions of Section 18.5, 19.5, 19.6, & 19.7 of these Rules, the applicable sections of the Federal and State military leave laws shall apply in determining benefits for those employees returning from an authorized leave of absence without pay for military duty.

28 OTHER LEAVES OF ABSENCE

28.1 Administrative Leave

The Authority, in its discretion, may place an employee on administrative leave with or without pay. Employees on such leave with pay shall be available and are subject to the Authority's instructions during their normal working hours.

28.2 Bereavement Leave

The Authority shall grant leaves of absence with pay when a member of the employee's or employee's spouse or domestic partner's immediate family dies. "Immediate family" means parent, current spouse or domestic partner, child, stepchild, grandparent, grandchild, brother, sister, stepsibling, mother, father, step-parent, parent-in-law, son, son-in-law, daughter, or daughter-in-law, legal guardian, or in loco parentis (in the place of a parent). The Authority, in its discretion, may require some proof that a death in the family has occurred. In the case of death within the immediate family of an employee, such employee shall be entitled to remain absent from duty with pay to attend the funeral or memorial service for up to five (5) consecutive workdays for each such bereavement.

In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day.

28.3 Family and Medical Leave (FMLA/CFRA/PDLL/PLA)

In accordance with federal and state laws and regulations, the Authority shall provide family and medical leave, which is normally unpaid leave, to eligible employees.



"Family and Medical Leave" under this Rule refers to leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), the California Family Rights Act ("CFRA"), the California Pregnancy Disability Leave Law (PDL), and the California Parental Leave Act (PLA). Employees with any questions or requests for information about family and medical leave should consult the Human Resources manager and the Authority's Family and Medical Leaves Policy.

28.4 Jury Duty

Regular employees, probationary employees and limited services employees who have worked at least 1000 hours in a fiscal year and/or are enrolled in the PERS Retirement System who are required to report for jury duty shall be granted leave for such purpose, upon presentation of the jury notice to the supervisor or Battalion Chief for 56-hour employees. Said employees shall receive full pay for the time served on a jury, provided the employee remits to the Authority all fees as soon as received by the employee for such duties.

Compensation for mileage or subsistence allowances shall not be considered as a fee and shall be retained by the employee. If an employee is required to report to jury duty within two and one-half (2 ½) hours of the scheduled start of the workday, the employee is not required to report to work at the start of the workday but shall report directly to jury duty. If an employee is released from jury duty with more than one-half of his workday remaining, the employee is required to report to work to complete the regularly scheduled workday.

28.5 Military Family Leave

In accordance with the Family and Medical Leave Act (FMLA), eligible employees may use their twelve (12) weeks of FMLA leave for any "qualifying exigency" arising out of a family member's active military duty. Eligible employees are also permitted to take up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for a family member who sustains a serious illness or injury while on active military duty.

28.6 Military Leave

28.6.1 Military Leave With Pay.

Shall be granted in accordance Federal and State law. During the first thirty (30) days of any period of temporary military leave employees shall receive compensation in addition to whatever pay is received from the federal government for training. Such compensation shall not exceed, however, more than 30 calendar days in any one fiscal year. After the initial thirty (30) days of temporary military leave, the City will supplement the employee's military income to equal the employee's regular monthly compensation from the City for an additional sixty (60) days. Thus, if an employee is ordered to military leave, that employee will receive full compensation for the first thirty (30) days, and supplemental compensation for the next sixty (60) days.

Military leave with pay is not authorized for periods of inactive military duty, for example, weekend training duty.

Employees who are on military leave with pay, with at least one year of service with the City, or at least one year of combined military/employment service, shall continue to accrue seniority, sick leave, and vacation credits and shall receive holidays as if they had been



present for work for a maximum period of 180 days.

The City will continue to provide Health benefits coverage during the first 90 days of leave at the level and under the conditions coverage is provided prior to the leave. Employees can elect to continue their coverage for up to a 24-month period on a self-pay basis.

An employee returning from active military leave shall be treated as not having incurred a break in service. However, if the employee takes a military leave of absence during their probationary period, the City can require the employee to serve out the remainder of the probationary period when the employee returns.

An employee entitled to military leave shall give the Fire Chief an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Prior to taking such leave, an employee shall present a copy of his/her military orders to the Fire Chief. The Fire Chief shall promptly advise the Human Resources manager of such military orders. The employee's work schedule may be temporarily changed by the Fire Chief to accommodate the leave and department workloads, in accordance with applicable law. Benefits shall continue to accrue to the employee to the extent required by law. Employees on military leave shall be granted promotional opportunities and reinstatement after return from military leave in accordance with applicable law. The Authority offers employees on military leave the option to continue health benefits.

28.6.2 Leave Accrual.

As required by law, the Authority will continue leave accruals during paid military leave and make contributions under retirement plans.

28.7 Military Spouse Leave

In accordance with California Military & Veterans Code section 395.10, eligible spouses and domestic partners of active members of the military are entitled to up to ten (10) days of unpaid leave when their spouse or domestic partner, who is in active military service, is on qualified leave.

28.8 Paid Family Leave (PFL)

Employees who are covered by State Disability Insurance (SDI) are eligible to apply for Paid Family Leave (PFL) benefits while taking care of family member(s). These benefits are paid by the State Employment Development Department.

28.9 Pregnancy Disability Leave (PDL)

Any employee who is disabled because of pregnancy, childbirth, or a related medical condition will be entitled to pregnancy disability leave in accordance with state and federal law. The rules for PDL are contained in the Authority's Family and Medical Leaves Policy.

28.10 School Activity Leave

Employees who are parents, guardians, or grandparents of a child in kindergarten through grade 12 may take up to forty (40) hours per year, not to exceed eight (8) hours per month, to participate in the child's school activities. The employee shall use accrued vacation or comp time for this leave. Prior notice of the need for this leave shall be given to the supervisor.



28.11 Voting Leave

Time off with pay to vote in any general, direct primary or presidential primary election shall be granted as provided by state law. Employees must give their supervisors prior notice of the need to take such time off. Paid leave for the purpose of voting shall not exceed two (2) hours and time must be scheduled only at the beginning and end of your work shift. You must notify your supervisor, if you think you will need time off to vote, at least two working days prior to the election.

28.12 Witness Leave

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he/she perceived or investigated in the course of his/her employment duties with the Authority shall be allowed to do so without loss of compensation unless it is the employee's own lawsuit.

An employee subpoenaed to appear in court in a matter unrelated to his/her official capacity, or who is appearing in court in a matter initiated by the employee, shall be permitted time off without pay, or if the employee chooses, to use accrued vacation for this purpose.

The employee may be required to present the subpoena to the Fire Chief.

29 EMPLOYEE TRAINING AND EDUCATION PROGRAMS

Employees are encouraged (but not required) to further their education by taking accredited courses which satisfy any of the following criteria are related to the employee's present position with the Authority; related to the employee's potential development with the Authority; part of a program leading to a degree related to the employee's present position or potential for development; or required to obtain a high school diploma. An employee who participates in an educational program may be reimbursed for courses taken on the employee's own time and at his/her expense in accordance with the Authority's Tuition Reimbursement Policy and Procedure.

APPENDIX E

New CalPERS Contract

4. Please indicate whether the members of the Employer's governing board or body are
- Elected or

- Appointed? If appointed, who has the power to appoint members of the Employer's governing board or body?

The JPA is administered by the South San Joaquin County Fire Authority (SSJCFA) Board of Directors. The SSJCFA Board consists of four appointed members from the member agencies. Two Board Members are elected Council Members of the City of Tracy and are appointed to the SSJCFA by the City Council. The other two members are elected Directors of the Tracy Rural Fire Protection District and are appointed to the SSJCFA by the TRFPD Board of Directors.

5. Does any person or entity have the power to remove members of the Employer's Governing board or body?

No.

- Yes. If yes, please describe in detail and include references to Bylaws, contracts or agreements, or other governing documents:

Pursuant to Section 2.1 Governing Board of the Joint Powers Agreement of the South San Joaquin County Fire Authority, "All Board members shall serve at the pleasure of the Member Agency that appointed such Board member". The same section further states that, "All vacancies on the Board of seats appointed by Member Agencies shall be filled by the appointing Member Agency within thirty (30) calendar days of the vacancy. Each Board member shall cease to be a member of the Board of Directors when such member ceases to hold office as a member of the Legislative Body appointing entity."

6. Please list other individuals or entities that have control or voting powers or that have ownership or other interests in the Employer:

- describe the powers or interests in detail
- include references to Bylaws, contracts or agreements, or other governing documents.

Individuals/Entities	Powers/Interests	References
City of Tracy	Member Agency of JPA	Joint Powers Agreement
Tracy Rural Fire Protection District	Member Agency of JPA	Joint Powers Agreement

JPA agreement Section 2.5 Required Votes states the following: *The affirmative votes of a majority of members of the Board of Directors shall be required to take any action, provided however, that any*

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vote to incur a debt or to issue bonds respectively, shall require a unanimous vote of all Board members." JPA agreement Section 2.6 Voting states, "Each member of the Board of Directors shall have one vote."

7. Please list:

- any entity(ies) or organization(s) that is/are related to or affiliated with the Employer
- describe the relationship between the Employer and such entity(ies) or organization(s) in detail.
- include references to Bylaws, contracts or agreements, or other governing documents.

Affiliated Entities / Organizations	Relationship	References
City of Tracy	Member Agency of SSJCFA	Joint Powers Agreement
Tracy Rural Fire Protection District	Member Agency of SSJCFA	Joint Powers Agreement

The public entities listed above are signatory members to the Joint Powers Agreement of the South San Joaquin County Fire Authority.

8. Does the State (or a City or County or other political subdivision of the State) have fiscal responsibility for the general debts and other liabilities of the Employer?

- No.
- Yes. If yes, please describe in detail and include references to Bylaws, contracts or agreements, or other governing documents:

JPA agreement Section 1.1 Authority states, "As provided in Government Code section 6507, the Authority shall be a public entity separate from the parties hereto and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its Member Agencies."

9. Please describe in detail:

- All governmental or quasi-governmental powers exercised and functions performed by the Employer. Please make sovereign powers explicit (e.g. police, taxation, eminent domain)
- Include references to statutes, Bylaws, contracts or agreements, or other governing documents relating to the Employer's powers and functions.

Sovereign Powers	Governmental Functions Performed	References Related to Powers/Functions
Prepare and support legislation related to the JPA	To fulfill JPA mission of fire service delivery to jurisdictional area	JPA Agreement/Govt. Code Section 6502, 6508 & 6546; Health & Safety Code Section 13861 and Sections 13910 et. Seq.
Levy and collect payments and fees for fire protection services	Recovery of partial costs for services provided as allowed by law	JPA Agreement/Govt. Code Section 6502, 6508 & 6546; Health & Safety Code Section 13861 and Sections 13910 et. Seq.
Impose and levy new taxes or assessments as authorized by law	Revenue generation to support fire protection services	JPA Agreement/Govt. Code Section 6502, 6508 & 6546; Health & Safety Code Section 13861 and Sections 13910 et. Seq.
Adopt rules for operations of the JPA	To fulfill JPA mission of fire service delivery to jurisdictional area	JPA Agreement/Govt. Code Section 6502, 6508 & 6546; Health & Safety Code Section 13861 and Sections 13910 et. Seq.
Exercise power of eminent domain	To procure property for the purposes of carrying out JPA mission when necessary	JPA Agreement/Govt. Code Section 6502, 6508 & 6546; Health & Safety Code Section 13861 and Sections 13910 et. Seq.

JPA AGREEMENT DATED FEBRUARY 20, 2018, Gov't Code Section 6502, 6508 and 6546; Health and Safety Code Section 13861 and Sections 13910 et. Seq.

- Exercise the common powers of its member agencies in providing fire suppression, protection and related services;
- Make and enter into contracts including professional services;
- Hire and employ personnel related to fire suppression, protection, prevention and related services;
- Assume existing contracts related to fire suppression, etc.;
- Lease and acquire real and personal property;
- Invest reserve funds;
- Incur debts including bonded indebtedness and other long term financing arrangements;
- Sue and be sued;
- Apply for grants, loans, etc.;
- Use of any financial mechanisms available to the JPA;
- Prepare and support legislation related to the JPA; (a sovereign power);
- Levy and collect payments and fees for fire protection services; (a sovereign power);
- Impose and levy new taxes or assessments as authorized by law; (a sovereign power);
- Provide related services as authorized by law, including but not limited to emergency medical services;
- Purchase insurance and contract for risk management;

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- Adopt rules for operations of the JPA; (a sovereign power);
- Exercise power of eminent domain; (a sovereign power);
- Approve and adopt a budget for the JPA;
- Establish operational policies;

10. Was the Employer created by a specific enabling statute that prescribes the purposes, powers, duties, or obligations of the Employer?

No.

Yes. If yes, please describe in detail:

Section 1. PURPOSE AND POWERS of the Joint Powers Agreement identifies the authority, purpose, general powers and specified powers of the SSJCFA as follows:

1.1 Authority. "South San Joaquin County Fire Authority ("Authority") is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with section 6500) of the Government Code of the State of California ("Act")." As provided in Government Code section 6507, the Authority shall be a public entity separate from the parties hereto and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its Member Agencies. The terms "Members" or "Member Agencies" shall mean any public entity or agency that has agreed to this Agreement, including Initial Member Agencies. The term "Initial Member Agencies" shall only mean City and District.

1.2 Purpose. The purpose of this Agreement is to provide for the joint exercise of powers to provide a full range of fire services ("Fire Protection Services") within the Authority's jurisdictional area including:

- (a) Administer and direct the personnel that provides the Fire Protection Services and provide the necessary administrative support for its programs and operations, which shall include but not be limited to,
- (i.) Provide fire safety plan checks and inspections for all commercial, residential and industrial buildings.
 - (ii.) Coordinate abatement activities for hazardous materials and nuisances.
 - (iii.) Promote fire prevention.
 - (iv.) Respond to fire and emergency calls to provide fire suppression, rescue, emergency medical advanced life support, and hazardous materials response services.
 - (v.) Provide and manage training program involving all facets of departmental functions and operations, for career, reserve, and volunteer personnel.
 - (vi.) Contract for or provide fire dispatch services ("Fire Dispatch Services") within the Authority's jurisdictional area.
- (b) Adopt performance objectives of the Authority.

1.3 General Powers. "The Authority shall exercise in the manner herein provided the powers common to each of the Member Agencies, and/or inherent to any one Member Agency, as provided by the laws of the State of California, e.g. Fire Protection District Law of 1987, and all incidental, implied, expressed, or necessary powers for the accomplishment of the purposes of

this Agreement, subject to the restrictions set forth in this Agreement and shall have the power to manage, maintain, and operate facilities.

1.4 Specified Powers. "The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any of the following:

- (a) Initiate, alter and otherwise exercise the common powers of its Members in providing fire suppression, protection, prevention and related services, and those powers that may be conferred upon it by subsequently enacted legislation, and to be the exclusive body to make policy concerning the administration of the provision of fire service by the Authority for Member Agencies including determining if, when and where to place facilities and staff said facilities within the Authority's jurisdiction for services.
- (b) Make and enter into contracts, including contracts with its Members; provided, however, the Authority may not enter into real property development agreements pursuant to Government Code Section 65865.
- (c) To hire and employ personnel or to contract for personnel to fulfil its mission.
- (d) Assume existing contracts relating to fire suppression, protection, prevention and related services.
- (e) Lease, acquire, hold and dispose of real and personal property.
- (f) Invest reserve funds.
- (g) Incur debts, liabilities, or obligations, provided that all long term bonded indebtedness, certificates of participation or other long-term debt financing require the prior consent of the Member Agencies.
- (h) Sue and be sued in its own name.
- (i) Apply for grants, loans, or other assistance from persons, firms, corporations, or governmental entities.
- (j) Use any and all financing mechanisms available to the Authority, subject to the provisions of this Agreement.
- (k) Prepare and support legislation related to the purposes of the Agreement.
- (l) Lease, acquire, construct, operate, maintain, repair and manage new or existing facilities, apparatus and equipment as well as to close or discontinue the use of such facilities, apparatus and equipment.
- (m) Levy and collect payments and fees for Fire Protection Services.**
- (n) Impose new special taxes or assessments as authorized by law to the extent allowed by law, and in coordination with the underlying jurisdiction(s).**
- (o) Provide related services as authorized by law including, but not limited to, emergency medical services, emergency preparedness, mitigation of hazardous materials incidents and confined space rescue.
- (p) Contract for the services of attorneys, accountants, consultants and other services as needed.
- (q) Purchase insurance or to self-insure and to contract for risk management services.
- (r) Adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority, including the determination of compensation of Directors.
- (s) Exercise the power of eminent domain.**
- (t) Advise its Members of the impact of land development on the provision of fire suppression, protection, prevention, and related services.

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- (u) Recommend approval of an annual fire department budget to the Member Agencies, including, but not limited to, staffing levels at each fire station and all related costs for each fire station and the administrative, training and fire prevention budget activities.
- (v) Develop finance, procurement and conflict of interest policies.
- (w) Establish fire department operational policies for fire protection.
- (x) Receive, accept, and utilize the service of personnel offered by Member Agencies, or their representatives or agents and to receive, accept and utilize real or personal property from the Member Agencies.
- (y) Mitigate fire protection impacts caused by development within the jurisdiction of the Authority."

1.5 Restrictions on Exercise of Powers. The power of the Authority shall be exercised in the manner provided in the Act and, in accordance with §6509 of the Act, shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon general law cities in the State of California in the exercise of similar powers."

11. Does the State (or a City or County or other political subdivision of the State) exercise control over the Employer's operations or property or have the right to exercise such control?

No.

Yes. If yes, please describe in detail and include references to Bylaws, contracts or agreements, or other governing documents:

12. Are the Employer's employees treated the same as State, City or County employees for purposes other than providing employee benefits? Please describe in detail.

No.

Yes. If yes, please describe in detail:

The Authority currently obtains personnel via a personnel agreement (enclosed) wherein employment provisions are subject to Memorandum's of Understanding and the personnel rules of the Member Agency serving as the "employer of record" (currently the City of Tracy).

The Authority seeks to employ its own personnel and until such time as stated in the JPA Agreement, "All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all wages and benefits, disability, workers compensation, and other benefits which apply to the activities of the officers, agents or employees of the Member Agencies when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions or duties of this Agreement."

Once the SSJCFCA becomes the employer of record, its personnel policies and procedures will be substantially the same as the City of Tracy's.

Examples:

- Are the Employer's hiring practices subject to a competitive examination process? If so, please provide an example.

Entry-level employees are hired through a competitive examination process that includes verification of physical abilities testing, written examination, oral interviews, selection interviews, pre-employment physicals and psychological examination. Promotional exams are also competitive and may include written examination, assessment center evaluation, oral interviews and psychological examination. The employer considers applicants without regard to race, color, religion, ancestry, national origin, sex, marital status, age, medical condition or disability, or any other status protected by law.

- Are employees subject to civil service law and rules

Employees fall under the California Government Code which establishes state personnel regulations for public employees.

- Are employees subject to collective bargaining laws (e.g. Meyers-Milias-Brown Act)

Yes. Employees are subject to the Meyers-Milias Brown Act (Government Code Sections 3500, et. seq.).

Select Management Staff is exempt from the Fair Labor Standards Act (FLSA) and are covered by the authority of the Personnel Rules and Regulations.

- Are the Employer's employees' salaries and benefits subject to collective bargaining? If so, please provide the name of employee organization group(s) who represent the Employer's employees in collective bargaining.

The majority of personnel are represented by:

Tracy Firefighters Association, International Association of Firefighters, Local 3355. (*Fire Captains, Fire Engineers, Firefighter Paramedics, Firefighters*)

Other employees are represented by the following groups:

South County Fire Chief Officers Association (*Battalion Chiefs*)

Tracy Mid-Managers Bargaining Unit (*EMS Manager*)

Teamsters (*Fire Inspectors*)

Tracy Technical & Support Services Employee Association (*Executive Assistant, Administrative Assistants*)

The Fire Chief, Division Fire Chiefs, and Fire Marshal are not represented in collective bargaining.

- What grievance procedures and administrative appeals rights are made available by the Employer?

The grievance procedures and administrative appeals rights are identified in the Meyers-Milias Brown Act (Government Code Section 3500 et. seq.) and within the collective bargaining agreement(s) (MOU's) which are attached and have been provided to CalPERS.

13. Please provide a detailed description of all sources of revenue or funding, including a description of any non-public sources, received or expected to be received by the Employer to establish or operate the Employer.

- Please include the percentages of total funding coming from all sources.

Sources of Revenue/Funding	Percentage of Total Funding (all)
City of Tracy General Fund	72%
Tracy Rural Fire Protection District	28%
Grant & Fee Revenue	< 1 %

All sources of funding are public. The funding procedures are identified within Section 5. FINANCES of the JPA agreement. The City of Tracy general fund has revenue derived primarily from Property and Sales Tax. The Tracy Rural Fire Protection District is funded through collecting a percentage of the ad valorem property tax as well as a special assessment specifically for fire protection. Both member agencies of the SSJCFCA are operating with a surplus of revenues to expenditures and have reserve fund balances.

Is the Employer treated as a governmental entity for any other purposes? Please describe in detail.

No.

Yes. If yes, please describe in detail:

Examples:

- For federal employment or income tax purposes (such as the authority to issue tax-exempt bonds under Internal Revenue Code section 103(a))?

Yes.

- Is the Employer subject to open meeting laws (such as the Brown Act), the California Public Records Act or similar laws?

Yes. The SSJCFCA is subject to the Brown Act and operates its public meetings and noticing in accordance with the Act. The

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SSJCFCA is also open to the California Public Records Act and is in compliance.

- Are the Employer's employees subject to the California Political Reform Act?
 - Please provide a copy of the Employer's current Conflict of Interest Code.
The SSJCFCA's Conflict of Interest Policy is enclosed.
- Does the State Attorney General represent the Employer in court under a statute that only permits representation of State entities?
No.
- Has any State or federal court or administrative agency made a formal written determination that the Employer is a governmental entity for any purpose?

Yes. The Secretary of State is in receipt of the Notice of Joint Powers Agreement for the South San Joaquin County Fire Authority and assigned the JPA File No 2418 (Filed March 2, 2018).

The California State Controller has reviewed the Joint Powers Agreement submitted by the SSJCFCA and determined that the "South San Joaquin County Fire Authority meets the criteria of a Special District as defined by Government Code (GC) section 12463(d)(2)."

14. Does the Employer currently have employees?

No.

Yes. If yes, please address the questions below:

- If yes, how many? Number of current employees:
N/A
- How many employees does the entity expect to have once it is fully operational?
The SSJCFCA anticipates having 80 employees once it is fully operational.

15. Do any of the Employer's employees perform services for one or more other entities or organizations that are related to or affiliated with the Employer?

No.

Yes. If yes, please describe in detail:

The SSJCFCA provides fire, rescue, emergency medical, hazardous materials, and associated emergency services for the member agencies.

16. Does any other entity perform Human Resources or Payroll functions for the Employer?

No.

Yes. If yes, please describe in detail:

The City of Tracy as a member agency currently provides all Human Resources and payroll functions for the SSJCFA. The scope of services provided includes recruitment, benefits administration, workers' compensation, risk management, labor relations, and payroll processing. The JPA agreement allows the SSJCFA to procure these services independently from any one member agency.

17. Are any of the Employer's employees currently participating in or reported to CalPERS by or through another entity?

No.

Yes. If yes, please explain the current arrangement and identify any other entity(ies) or organization(s) involved.

The City of Tracy is the current "employer of record" and administers the CalPERS agreement for retirement benefits of all employees. The SSJCFA procures personnel from the City of Tracy via a Personnel Agreement (enclosed). The City of Tracy reports all transactions to CalPERS regarding employees assigned to the SSJCFA.

The initial member agencies of the SSJCFA desire to transition to having the Authority employ its own personnel. In the event the Authority elects to employ its own personnel, the Chief Executive Officer is to prepare a "Personnel Plan". Section 1.6 Employment of Personnel and Administration of Services of the JPA agreement details the process for development of the "Personnel Plan" which includes the allocation of pension liabilities and obligations. This application is a necessary step to transition the "employer of record" from the City of Tracy to the Authority.

18. Please submit your recent Independent Auditor's Report.

Please find the enclosed copies of the Independent Auditor's Reports for both the City of Tracy and the Tracy Rural Fire Protection District.



California Public Employees' Retirement System
 Financial Office | Pension Contract Management Services &
 Prefunding Programs
 P.O. Box 942709
 Sacramento, CA 94229-2709
 TTY: (877) 249-7442
 888 CalPERS (or 888-225-7377) phone • (916) 795-4673 fax
 www.calpers.ca.gov

Employer Certification

The undersigned hereby agrees and acknowledges that Employer is aware and understands that the participation of its employees and retirees in one or more of the CalPERS benefit plans (the "CalPERS Plans") is subject to, among other things, the determination of Employer's eligibility to participate in a governmental plan pursuant to the Internal Revenue Code (the "Code"). Employer acknowledges that the Internal Revenue Service (the "IRS") is in the process of drafting regulations under Section 414(d) of the Code and that these regulations, when final, may impact Employer's eligibility to participate in the CalPERS Plans.

Employer understands that even if CalPERS determines that Employer is eligible to participate in the CalPERS Plans based upon its good faith interpretation of existing IRS guidance, upon publication of final Treasury Regulations pursuant to Section 414(d) of the Code (the "Final Regulations"), it may be determined that Employer would not be eligible to participate in a governmental plan under such Final Regulations. Employer further understands that in the event of such a determination, CalPERS will be obligated to comply with the Final Regulations and, if required, terminate the Employer's participation in the CalPERS Plans, including cancellation of all benefits for employees and retirees of the Employer (the "Termination").

By executing this Certification below, the undersigned certifies that all information provided to CalPERS in connection with Employer's application to contract, including all information provided in this Application, is true and correct. The undersigned agrees to update the information contained in this Application within ten (10) calendar days of the date the undersigned knows or should have known of any error or change to any information provided to CalPERS.

The undersigned certifies that he or she has been duly authorized by Employer to execute this Certification on behalf of Employer.

I, the official named below, acknowledge and declare I have read and understand the Application and Employer Certification. I am duly authorized to make this declaration on behalf of the above-named Employer, and declare the foregoing is true and correct as of the date of execution of this document. I further acknowledge my Employer's responsibility to provide updates in the event this information is determined to be incorrect or has changed.

Signature: _____
 Name: Randall Bradley
 Title: Fire Chief
 Date: _____

Privacy Notice

The privacy of personal information is of the utmost importance to CalPERS. The following information is provided to you in compliance with the Information Practices Act of 1977 and the Federal Privacy Act of 1974.

Information Purpose

The information requested is collected pursuant to the Government Code (sections 20000 et seq.) and will be used for administration of Board duties under the Retirement Law, the Social Security Act, and the Public Employees' Medical and Hospital Care Act, as the case may be. Submission of the requested information is mandatory. Failure to comply may result in CalPERS being unable to perform its functions regarding your status.

Please do not include information that is not requested.

Social Security Numbers

Social Security numbers are collected on a mandatory and voluntary basis. If this is CalPERS' first request for disclosure of your Social Security number, then disclosure is mandatory. If your Social Security number has already been provided, disclosure is voluntary. Due to the use of Social Security numbers by other agencies for identification purposes, we may be unable to verify eligibility for benefits without the number.

Social Security numbers are used for the following purposes:

1. Enrollee identification
2. Payroll deduction/state contributions
3. Billing of contracting agencies for employee/ employer contributions
4. Reports to CalPERS and other state agencies
5. Coordination of benefits among carriers
6. Resolving member appeals, complaints, or grievances with health plan carriers

Information Disclosure

Portions of this information may be transferred to other state agencies (such as your employer), physicians, and insurance carriers, but only in strict accordance with current statutes regarding confidentiality.

Your Rights

You have the right to review your membership files maintained by the System. For questions about this notice, our Privacy Policy, or your rights, please write to the CalPERS Privacy Officer at 400 Q Street, Sacramento, CA 95811 or call us at 888 CalPERS (or 888-225-7377).



May 2016

14.2 CALPERS JPA AMENDMENT

AMENDMENT NO. 1 TO THE JOINT POWERS AGREEMENT OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY

THIS AMENDMENT is entered into by an between the City of Tracy, a municipal corporation ("City"), and the Tracy Rural Fire Protection District, a fire protection district formed pursuant to Health and Safety Code sections 13000 and following ("Fire District"). City and Fire District are collectively referred to as "Member Agencies."

RECITALS

WHEREAS, City and Fire District entered into a "Joint Powers Agreement of the South San Joaquin County Fire Authority" (the "Agreement") on February 20, 2018, and

WHEREAS, The parties wish to amend the Agreement to align with requirements of the California Government Code sections 6508.1-6508.2 regarding joint powers agreements that participate in or contract with a public retirement system and the liability of member agencies upon termination.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Incorporation by Reference.** This Amendment incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. **Terms of Amendment.**

A. Section 1.7 "Obligations of Authority" of the Agreement is amended to read as follows:

"Section 1.7 Obligations of Authority

The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of any Member Agency unless otherwise specified in Section 2.11 of this agreement.

B. ¹⁰⁵ Subsection (b) "Continued Liabilities" of Section 2.11 of the Agreement is amended to read as follows:

"Section 2.11 Termination of Authority: (b) Continued Liabilities.

Upon termination of this Agreement, unless otherwise determined by a court of competent jurisdiction, any continuing obligations of the Authority shall be borne by the Member Agencies in proportion to their total monetary responsibility for costs of maintenance and operations for the life of the Authority, except as otherwise stated herein.

Each Member's Agency's proportionate share of CalPERS liability is determined by the cost allocation formula defined in Section 5.4 and in effect at the time the Authority is dissolved or insolvent. In the event the Authority is dissolved or becomes insolvent, or the agreement with CalPERS is terminated, each Member Agency is responsible for its

Amendment No. 1 to the Joint Powers Agreement of the South San Joaquin County Fire Authority
Page 2 of 2

proportionate share of all other outstanding Authority liabilities and obligations incurred during the Member Agency's membership in the Authority, allocated in accordance with the formula defined in Section 5.4 and in effect at the time of said dissolution or insolvency, so that the Member Agencies together have fiscal responsibility for 100% of the Authority's outstanding liabilities and obligations upon dissolution or insolvency."

3. Modifications. This Amendment No. 1 may not be modified orally or in any manner other than by agreement in writing signed by both parties, in accordance with the requirements of the Agreement.

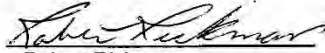
4. Severability. In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.


5. Signatures. The individuals executing this Amendment No. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment No. 1 on behalf of the District and the City. This Amendment No. 1 shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

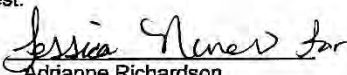
IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

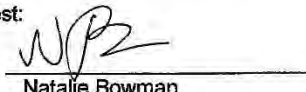
CITY OF TRACY

TRACY RURAL FIRE PROTECTION DISTRICT

By: 
Robert Rickman
Title: Mayor
Date: 10-17-19


By: 
Title: Board Chairperson
Date: 10-15-19

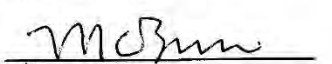
Attest:
By: 
Adrienne Richardson
Title: City Clerk
Date: 10/18/19

Attest:
By: 
Natalie Bowman
Title: Clerk of the Board
Date: 10-15-19

Approved as to form

Approved as to form

By: 
Leticia Ramirez
Title: Interim City Attorney
Date: 10/16/19

By: 
Mark C. Bowman
Title: Attorney at Law, District Counsel
Date: 10-15-19

14.3 CALPERS PLAN RATES

CalPERS Actuarial Valuation - June 30, 2018
 Safety Plan of the City of Tracy
 CalPERS ID: 3260816880

Required Contributions

		Fiscal Year
Required Employer Contribution		2020-21
Employer Normal Cost Rate		21.845%
<i>Plus, Either</i>		
1) Monthly Employer Dollar UAL Payment	\$	271,626
<i>Or</i>		
2) Annual UAL Prepayment Option*	\$	3,151,089
Required PEPRA Member Contribution Rate		13.00%
<p><i>The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly in dollars).</i></p> <p><i>* Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31). Any prepayment totaling over \$5 million requires a 72-hour notice email to FCSD_public_agency_wires@calpers.ca.gov. Plan Normal Cost contributions will be made as part of the payroll reporting process. If there is contractual cost sharing or other change, this amount will change.</i></p> <p><i>In accordance with Sections 20537 and 20572 of the Public Employees' Retirement Law, if a contracting agency fails to remit the required contributions when due, interest and penalties may apply.</i></p> <p><i>For additional detail regarding the determination of the required contribution for PEPRA members, see Appendix D. Required member contributions for Classic members can be found in Appendix B.</i></p>		

	Fiscal Year	Fiscal Year
	2019-20	2020-21
Normal Cost Contribution as a Percentage of Payroll		
Total Normal Cost	30.981%	31.489%
Employee Contribution ¹	9.334%	9.644%
Employer Normal Cost ²	21.647%	21.845%
Projected Annual Payroll for Contribution Year	\$ 17,295,970	\$ 18,538,061
Estimated Employer Contributions Based On Projected Payroll		
Total Normal Cost	\$ 5,358,464	\$ 5,837,448
Employee Contribution ¹	1,614,406	1,787,811
Employer Normal Cost ²	3,744,058	4,049,637
Unfunded Liability Contribution	2,827,833	3,259,512
% of Projected Payroll (illustrative only)	16.350%	17.583%
Estimated Total Employer Contribution	\$ 6,571,891	\$ 7,309,149
% of Projected Payroll (illustrative only)	37.997%	39.428%

¹ For classic members, this is the percentage specified in the Public Employees' Retirement Law, net of any reduction from the use of a modified formula or other factors. For PEPRA members, the member contribution rate is based on 50 percent of the normal cost. A development of PEPRA member contribution rates can be found in Appendix D. Employee cost sharing is not shown in this report.

² The Employer Normal Cost is a blended rate for all benefit groups in the plan. A breakout of normal cost by benefit group is shown in Appendix D.

Normal Cost by Benefit Group

The table below displays the Total Normal Cost broken out by benefit group for Fiscal Year 2020-21. The Total Normal Cost is the annual cost of service accrual for the fiscal year for active employees and can be viewed as the long-term contribution rate for the benefits contracted. Generally, the normal cost for a benefit group subject to more generous benefit provisions will exceed the normal cost for a group with less generous benefits. However, based on the characteristics of the members (particularly when the number of actives is small), this may not be the case. Future measurements of the Total Normal Cost for each group may differ significantly from the current values due to such factors as: changes in the demographics of the group, changes in economic and demographic assumptions, changes in plan benefits or applicable law.

Rate Plan Identifier	Benefit Group Name	Total Normal Cost FY 2020-21	Number of Actives	Payroll on 6/30/2018
4924	Safety Fire First Level	N/A	0	N/A
25160	Safety Fire PEPRAL Level	26.487%	13	1,109,853
25161	Safety Police PEPRAL Level	30.524%	17	1,611,992
30696	Safety Police Second Level	40.357%	18	1,863,657
30697	Safety Police First Level	33.396%	52	6,154,299
30698	Safety Fire Second Level	28.172%	59	6,403,538

Note that if a Benefit Group above has multiple bargaining units, each of which has separately contracted for different benefits such as Employer Paid Member Contributions, then the Normal Cost split does not reflect those differences. Additionally, if a 2nd Level Benefit Group amended to the same benefit formula as a 1st Level Benefit Group their Normal Costs may be dissimilar due to demographic or other population differences. In these situations you should consult with your plan actuary.

APPENDIX F

Amended JPA Agreement

**AMENDMENT NO. 1 TO THE JOINT POWERS AGREEMENT OF THE SOUTH SAN
JOAQUIN COUNTY FIRE AUTHORITY**

THIS AMENDMENT is entered into by an between the City of Tracy, a municipal corporation ("City"), and the Tracy Rural Fire Protection District, a fire protection district formed pursuant to Health and Safety Code sections 13000 and following ("Fire District"). City and Fire District are collectively referred to as "Member Agencies."

RECITALS

WHEREAS, City and Fire District entered into a "Joint Powers Agreement of the South San Joaquin County Fire Authority" (the "Agreement") on February 20, 2018, and

WHEREAS, The parties wish to amend the Agreement to align with requirements of the California Government Code sections 6508.1-6508.2 regarding joint powers agreements that participate in or contract with a public retirement system and the liability of member agencies upon termination.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:


1. **Incorporation by Reference.** This Amendment incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. **Terms of Amendment.**

A. Section 1.7 "Obligations of Authority" of the Agreement is amended to read as follows:

"Section 1.7 Obligations of Authority

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B.  Subsection (b) "Continued Liabilities" of Section 2.11 of the Agreement is amended to read as follows:

"Section 2.11 Termination of Authority; (b) Continued Liabilities.

Upon termination of this Agreement, unless otherwise determined by a court of competent jurisdiction, any continuing obligations of the Authority shall be borne by the Member Agencies in proportion to their total monetary responsibility for costs of maintenance and operations for the life of the Authority, except as otherwise stated herein.

Each Member's Agency's proportionate share of CalPERS liability is determined by the cost allocation formula defined in Section 5.4 and in effect at the time the Authority is dissolved or insolvent. In the event the Authority is dissolved or becomes insolvent, or the agreement with CalPERS is terminated, each Member Agency is responsible for its

Amendment No. 1 to the Joint Powers Agreement of the South San Joaquin County Fire Authority
Page 2 of 2

proportionate share of all other outstanding Authority liabilities and obligations incurred during the Member Agency's membership in the Authority, allocated in accordance with the formula defined in Section 5.4 and in effect at the time of said dissolution or insolvency, so that the Member Agencies together have fiscal responsibility for 100% of the Authority's outstanding liabilities and obligations upon dissolution or insolvency."

3. **Modifications.** This Amendment No. 1 may not be modified orally or in any manner other than by agreement in writing signed by both parties, in accordance with the requirements of the Agreement.
4. **Severability.** In the event any term of this Amendment is held invalid by a court of competent jurisdiction, the Amendment shall be construed as not containing that term, and the remainder of this Amendment shall remain in full force and effect.
5. **Signatures.** The individuals executing this Amendment No. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment No. 1 on behalf of the District and the City. This Amendment No. 1 shall inure to the benefit of and be binding upon the parties thereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF TRACY

By: 

Robert Rickman

Title: Mayor

Date: 10-17-19

Attest:

By: 

Adrienne Richardson

Title: City Clerk

Date: 10/18/19

Approved as to form

By: 

Leticia Ramirez

Title: Interim City Attorney

Date: 10/16/19

TRACY RURAL FIRE PROTECTION DISTRICT

By: 

Title: Board Chairperson

Date: 10-15-19

Attest:

By: 

Natalie Bowman

Title: Clerk of the Board

Date: 10-15-19

Approved as to form

By: 

Mark C. Bowman

Title: Attorney at Law, District Counsel

Date: 10-15-19

APPENDIX H

Employee Agreements

Terms and Conditions of Employment

(Awaiting conclusion of Tracy negotiations)

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH SAN JOAQUIN COUNTY FIRE
AUTHORITY

AND

THE SOUTH COUNTY FIRE CHIEF
OFFICERS ASSOCIATION
(SCFCOA)

January 1, 2021 through June 30, 2021



Human Resources Department
835 N. Central Avenue
Tracy, CA 95376
(209) 831-6700

SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION (SCFCOA)
January 1, 2021 through June 30, 2021

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CITY OF TRACY
SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION
MEMORANDUM OF UNDERSTANDING
January 1, 2021 – June 30, 2021

Representatives of the South County Fire Chief Officers Association and representatives of the South San Joaquin County Fire Authority have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Fire Battalion Chief Bargaining Unit, freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer/employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milias Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

The Agreement shall be presented to the South San Joaquin County Fire Authority Board of Directors as the joint recommendations of the undersigned for base salary and employee benefit adjustments for the period commencing January 1, 2021 through June 30, 2021.

Section 1. Recognition

1.1 Association Recognition

The South County Fire Chief Officers Association, hereinafter referred to as the "Association", is recognized as the exclusive representative as provided in the South San Joaquin County Fire Authority's Employer/Employee Relations Resolution for all employees assigned to the classifications set forth below:

Fire Battalion Chief

1.2 Authority Recognition

The Authority Fire Chief, or where delegated by the Authority Fire Chief, the Authority Fire Chief's representative is the representative of The South San Joaquin Fire Authority, hereinafter referred to as the "Authority."

1.3 City of Tracy Seniority and Rank Recognition

The Authority shall recognize each member of the Association's rank, date of hire, general seniority and seniority in rank as utilized and established by the City of Tracy prior to the enactment of this MOU.

Section 2. No Discrimination

The Authority agrees not to discriminate against any employee because of membership in the Association or because of any activities on behalf of the Association. Association activities shall not interfere with the normal operation of the Authority. Neither the Authority nor the Association shall discriminate for or against any employee or applicant for employment on

account of race, color, creed, national origin, age, marital status, sex/gender (including pregnancy, childbirth or related medical conditions), gender identity, gender expression, genetic information, sexual orientation, physical disability, or mental disability which does not prevent an employee from meeting the minimum standards Military or veteran status.

Section 3. Association Security

3.1 Association Dues

The Association shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures required by law and set forth herein.

To the extent required by Government Code Sections 1157.3 and 1157.12, the Authority shall honor employees' voluntary authorizations for Association dues deductions from employee salaries or wages. In making such authorized dues deductions, the Authority shall rely on written certification from the Association confirming that the Association has and will maintain authorizations signed by each individual employee from whose salary or wages the deduction is to be made that the individual affirmatively consents to the dues deduction in a manner that meets the requirements of state and federal law, including but not limited to applicable provisions of Government Code Sections 1150-1157.12 and the First Amendment of the United States Constitution. After providing the required certification, the Association shall not be required to provide a copy of individual authorizations to the Authority unless a dispute arises about the existence or terms of the authorization.

The Authority shall direct employee requests to cancel or change dues deductions to the Association. To the extent required by law, the Authority will rely on information provided by the Association in writing regarding whether dues deductions were properly cancelled or changed. Any requests from the Association that the Authority change dues deductions shall include a certification that the changes are requested with the affirmative consent of the individual employee(s) and otherwise comply with all requirements of state and federal law.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized. When a member in good standing of the Association is in a non-pay status for the pay period when his dues would normally be withheld, no dues withholding will be made to cover that withholding from future earnings nor will the member deposit the amount with the Authority which would have been withheld if the member had been in a pay status during that period. In the case of an employee who is in a non-pay status during only a part of the pay period and the base salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the Authority based on the provisions of this Section shall be transmitted monthly to the party designated in writing by the Association as the party authorized to receive the funds, at the address specified.

The Association shall indemnify, defend, and hold the Authority harmless against any claims made and/or any suit instituted against the Authority which may arise as a result of the application of this Section, including but not limited to Association dues. Any amounts paid in

error shall be adjusted in subsequent payment.

3.2 Use of Authority Facilities and Bulletin Boards

The Association may, with the prior approval of the Fire Chief or their designee, use Authority facilities, during non-working hours for meetings of Authority employees, provided space is available.

The use of Authority equipment normally used in the conduct of business meetings, such as desks, chairs and blackboards, will be made available to the Association.

The Association may use portions of Authority bulletin boards under the following conditions:

Copies of materials must be sent to the department or division head in charge of the department bulletin board.

All materials must be dated and must identify the organization that published them.

The Authority reserves the right to determine where bulletin boards shall be placed.

Section 4. Association Representatives

4.1 Attendance at Meetings by Employees

Any bargaining unit member who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee shall be entitled to Association representation at such meeting; provided, however, such representation shall include no more than one Authority employee in addition to the employee being disciplined. The limitation of this Section shall apply to employees on paid release time and not to Association staff or witnesses who may be necessary to the meeting.

4.2 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives, for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Fire Chief. Access shall be restricted so as not to interfere with the normal operations of the department or with established security requirements.

Solicitation of membership and activities concerned with the internal management of the employee organization such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall be conducted in accordance with department policy and procedures.

The Association shall designate in writing to the Personnel Officer or Human Resources Department Designee the names of the Association's officers and designated representatives.

4.3 Access to Personnel Files

An employee or, upon presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request. No written

reprimand or performance evaluation shall be placed in an employee's personnel file until that employee has seen and had opportunity to review the document. An employee shall have the right to have their written comments attached to items contained in their personnel file.

4.4 List of Employees

In compliance with Government Code Sections 3555-3559 (Assembly Bill 119), and subject to exceptions provided in Government Code Section 6254.3(c), the Authority shall provide the SCFCOA with the name, job title, department, work location, work, home and personal cell phone numbers, home address and personal email address on file with the South San Joaquin County Fire Authority for all employees within the SCFCOA once every 120 days. In addition, a report of all SCFCOA hires will be provided to the association within 30 days of the hire date. Finally, in January of each year, the Authority will also provide a list of all employee orientation dates for the calendar year.

4.5 Advance Notice

Except in cases of emergency, the Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation proposed to be adopted by the Authority and directly relating to matters within the scope of representation and shall be given the opportunity to meet and confer with management representatives prior to adoption.

4.6 Firefighters Procedural Bill of Rights

The Authority agrees to adhere to the provisions of the Firefighters Procedural Bill of Rights (FBOR) as contained in California Government Code Sections 3250-3262, in all matters in which the provisions of the FBOR apply.

Section 5. Salary Plan

5.1 Salary

The salary schedule for each classification is detailed in the South San Joaquin County Fire Authority's Master Salary Schedule.

5.2 Pay Days

Employees shall be paid biweekly, every other Friday beginning on Friday, January 8th, 2021.. If payday falls on a holiday, then payday is the preceding business day. Every effort will be made to distribute paychecks to departments so that shift workers may obtain their paychecks at the end of the shift prior to payday. No employee is authorized to cash or deposit paychecks in their possession prior to the date printed on the check. The payroll period is subject to change in the future.

Routine paychecks shall be for the purpose of compensating for regular hours including but not limited to vacation and sick leave usage. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

All exceptions to pay, such as vacation and sick leave usage, shall be processed and paid or reported on the subsequent paycheck.

5.3 Salary for New Employees

The base salary for a new employee entering Authority employment shall be the minimum salary step for the classification to which the employee is appointed, unless the Authority determines that appointment to another step is in the best interest of the service.

5.4 Salary Range

Each employee shall have a base salary range with pre-established advancement steps within the range.

Base salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

If the compensation for a classification is revised, employees shall be placed on the same pay step in the new pay range.

5.5 Work in a Higher Classification (Out-of-Class Pay)

An employee who is assigned to perform the duties of a higher classification shall receive the pay of the higher classification for all hours so assigned. After making such assignments, the Authority shall not reassign for the sole purpose of avoiding payments of such higher amounts. Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum of five percent (5%) increase but no less than Step A and no more than Step E of the higher classification. Details regarding the processing of Personnel Action Forms and effective dates for out-of-class pay are contained in the Administrative Procedure on Out-of-Class Pay.

5.6 CalPERS Contribution

For classic employees, the Authority's contract with the California Public Employee's Retirement System (CalPERS) includes the single highest year retirement formula; the CalPERS 1959 Survivor Benefit level Four (4) to all employees covered under this agreement and the three percent at 55 (3%@55) retirement benefit formula.

Employee hired by the South San Joaquin County Fire Authority on or after January 1, 2013 meeting the definition of "new member" under the Public Employees' Pension Reform Act shall be subject to all the provisions of the law, including, but not limited to the two point seven percent at age 57 (2.7@57) retirement formula with a three year compensation period.

Employees who receive the CalPERS retirement formula of 3% @55 shall pay the 9% of salary of employee contribution towards employee statutory share of CalPERS retirement. Employees who receive the CalPERS retirement formula of 2.7% @ 57 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of normal cost.

Employee payments of the employee portion of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

5.7 Advancement (Step Increases)

At the completion of the applicable probationary period of employment, employees appointed to Step A are eligible for a step increase. Additional step increases will be on an annual basis thereafter until the attainment of Step E. All step increases shall be based on satisfactory

performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided upon recommendation by the Fire Chief and approval of the Authority Fire Chief.

Section 6. Hours of Work

6.1 Workweek and FLSA Work Period

The workweek for all employees shall be from Sunday at 12:00 a.m. through the following Saturday at 11:59 p.m. and workday shall mean 7:00 a.m. to 6:59 a.m. The work period 56 hour employees shall follow the provisions under the 7K exemption of the Fair Labor Standards Act (Exception – 40 hour per week employees). The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

Section 7. Battalion Chief Coverage

7.1 Battalion Chief Coverage Stipend

Battalion Chiefs shall receive an additional stipend of \$77.02 per hour (\$1,848.48 per 24-hour shift) under the following conditions:

- Covering an additional shift due to scheduled leave and/or unscheduled absence of the assigned Battalion Chief (vacation, sick leave, etc.)
- Assigned as a Strike Team or Task Force Leader if the assignment results from an order requested by the California Office of Emergency Services (OES) and is eligible for reimbursement under the terms and conditions of the California Fire Assistance Agreement.
- Assigned as a resource or a part of a Strike Team or Task Force, and is eligible for reimbursement under the terms and conditions of the California Fire Assistance Agreement.
- Emergency call-back and emergencies that extend beyond normal shift hours;
- Upstaffing for special events and other high risk needs as determined by the Fire Chief.

Stipend pay is pro-rated to the nearest quarter-hour. For out-of-county mutual aid assignments, the stipend hours paid are for all hours spent by the employee, outside of normal scheduled work hours, from portal to portal for purposes of the assignment.

Stipend Pay **shall not be paid** for Battalion Chiefs performing their normal assigned duties including but not limited to the following:

- Staff meetings
- Special projects;
- Appearances before Authority Board of Director;
- Public information presentations;
- Activities involved with the completion of normal activities or programs;
- Training, college coursework, conferences and symposiums

7.2 Acting (Move-up)

When a vacancy occurs in the Battalion Chief rank due to scheduled leave (e.g. vacation, sick leave, etc.) or out-of-county mutual aid response as indicated above (#2 -Battalion Chief Coverage Stipend), the incumbent Battalion Chiefs will have first right of refusal to backfill the vacancy. In the event no incumbent Battalion Chiefs volunteer to backfill the vacancy, a qualified Fire Captain may move up to temporarily act in the Battalion Chief classification.

The Fire Chief retains the right to make Acting Battalion Chief assignments at their sole discretion. Acting Battalion Chief assignments shall not be made as alternatives to promotions.

Section 8. Differentials/EMT Training

8.1 EMT Training

The Department agrees to continue to provide EMT CE (Continuing Education) as part of its regular training schedule to allow all employees to maintain ongoing EMT certification, to the extent operationally feasible.

However, in the event that an employee is on leave or does not avail their self of the Authority training opportunities, it will remain the responsibility of the employee to complete the EMT course and recertify as required. It shall be the Authority's responsibility to provide an EMT course or reimburse employees for the cost of taking the course or pay employees for time spent attending such courses.

8.2 Hazardous Materials Response Team

The Authority intends to provide the ability to respond to and mitigate hazardous materials (Haz-Mat) incidents above the first responder level. To accomplish this, the Department policy will be followed and the department may staff each shift with Hazardous Materials Technicians/Specialists at the Fire Chief's discretion.

8.3 Bilingual Pay

Upon adoption of this Agreement, employees shall be entitled to receive, in addition to their regular compensation, an additional two percent (2%) of base pay if they meet the following criteria:

- a. Certification from the Authority that the employee possesses the needed language skills; and,
- b. Certification from the Fire Chief that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Fire Chief as beneficial to the Authority.

Section 9. Allowances

9.1 Education Reimbursement

An employee who completes a course of study will be reimbursed for books, supplies and tuition for educational course(s) if the employee obtains the written approval from the Fire Chief or the Fire Chief's express designee(s) prior to initiating the educational course(s). Educational courses

that qualify for education reimbursement must be 1) taken at public and non-public accredited colleges or universities in California, or 2) be a component of a certified paramedic program, or 3) be an educational course approved by the California State Fire Marshal or 4) any other class which the Fire Chief deems appropriate and relevant to the Fire Department. A grade of "C" or better or an equivalent passing grade is required in order to receive reimbursement.

Mileage reimbursement or transportation shall only be provided for those courses the Authority directs (but does not merely approve) the employee to attend.

Educational reimbursement shall be capped at no more than \$2,500 paid per fiscal year. Authority also agrees to allow any mandatory fees as a reimbursable expense in addition to tuition, supplies and books not to exceed the cap of \$2,500.

9.2 Credit for Training

Responsibility for developing training programs for employees shall be assumed by the Fire Chief or his designee. Such training programs may include lecture courses, demonstrations, assignment of reading matter or such other devices as may be available for the purpose of improving the efficiency and broadening the knowledge of municipal employees in the performance of their duties. All completed training should be filed with the training officer who will then submit it to Human Resources for filing.

Participation in and successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed with the Administrative Division Chief.

9.3 Uniforms

The Authority shall provide each employee an annual uniform allowance of \$915. Uniform allowance will be paid separate from payroll checks and will be issued on the first paycheck by a newly hired employee and annually thereafter on June 30 or the last business day before June 30.

9.4 Equipment and Clothing Return

All Authority-furnished equipment and clothing remains in the ownership of the Authority and must be returned when an employee leaves employment.

9.4.1 Helmets

Employees retiring with 10 years or more of South San Joaquin County Fire Authority service will have the option to purchase their leather helmet from the Authority at a prorated fee based on the depreciation schedule as determined by the Finance Department.

9.5 Mileage Reimbursement

An employee who is required to provide transportation for the performance of their job shall be compensated at a rate equal to the Internal Revenue Service (IRS) rate. It is understood that such reimbursement does not apply to commuting by employees to or from their residences. Preapproval of the Fire Chief is required for reimbursement.

9.6 Payment for Required Training

In the event that a specialized team is formed and the department requires training, the Authority shall pay for such training cost and time at appropriate rates.

9.7 Deferred Compensation

SCFCOA employees' shall be eligible for an Authority matching contribution to their deferred compensation plan. The employee will receive an Authority matching contribution up to percent five (5%) of their annual salary to their deferred compensation plan. The amount of the Authority's matching contribution will depend on the amount of the employee's contribution. For instance, a 2% employee contribution will be matched with a 2% Authority contribution; a 5% employee contribution will be matched with a 5% Authority contribution.

The Authority and SCFCOA will meet to discuss the options of adding a Retirement Health Savings Account.

9.8 Management and Professional Development Benefit

SCFCOA employees shall receive \$960 per calendar year to be utilized at the discretion of each individual employee for job related expenses or for professional development. The monies will be allocated per pay period and may be utilized for a wide variety of job related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities.

Section 10. Holidays

10.1 Paid Holidays

Full-time employees on a forty (40) hour schedule shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one day.

The following are authorized holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (3rd Monday in January)
- President's Birthday (3rd Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (4th Thursday in November)
- Day after Thanksgiving Day (4th Friday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)
- Floating Holidays (2)

All holidays proclaimed by the Governor of the State of California or the President of the United States shall be granted as holidays.

10.2 Saturday and Sunday Holidays

Except for employees working in a seven (7) day operation, if a holiday should fall on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee

shall be granted Friday as a holiday.

10.3 Holiday In-Lieu Pay

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees on a fifty-six (56) hour schedule shall be granted a bank of 156 hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period at the holiday in-Lieu pay rate.

Holiday In-Lieu Pay

Holiday in-Lieu pay shall be paid to employees on a fifty-six (56) hour schedule. Holiday leave hours not used during a given six (6) month period shall be converted as follows:

12 hours of holiday leave not used = 9 hours of Holiday in-Lieu pay.

Holiday in-Lieu pay is in addition to the employee's regular base salary and shall be based on the following formula:

Annual salary (base salary + incentives in effect during the previous six month period period) divided by 2,912 hours = Holiday in-Lieu hourly rate.

Holiday in-Lieu pay will be paid on separate checks on or before June 30th and December 15th with one half of the annual amount being paid on each of these dates.

10.4 Management Leave

Association Members are exempt from FLSA. In recognition of the need to devote more than fifty-six (56) hours per week to their duties, management leave in the amount of 120 hours per calendar year shall be granted to Association Members.

Section 11. Vacation Leave

11.1 Vacation Benefits

A. Employees on a forty (40) hour work week shall be entitled to annual vacation leave prorated per pay period based on length of continuous service.

From date of employment through completion of the 5th continuous year - ninety-six (96) hours per year.

From beginning of 6th year of continuous employment through completion of 10 year - one hundred and thirty-six (136) hours per year.

11-15 years of continuous employment-one hundred and seventy-six (176) hours per year.

16-20 years of continuous employment - one hundred and ninety-two (192) hours per year.

20 years or more continuous employment - eight (8) additional hours per year for each year of service.

B. Employees on a fifty-six (56) hour work week shall be entitled to annual vacation leave

prorated per pay period based on length of continuous service.

From date of employment through completion of the 5th continuous year - One hundred forty-four (144) hours per year.

For service beginning with the sixth year of continuous employment through completion of the 10th year, each employee shall accrue two hundred sixteen (216) hours per year

;

11-15 years of continuous employment, each employee shall accrue two hundred fifty-two (252) hours per year;

16-20 years of continuous employment, each employee shall accrue two hundred eighty-eight (288) hours per year;

20 years or more of continuous employment, each employee shall accrue twelve (12) additional hours per year for each additional year of service.

C. Employees transferring between 40-hour and 56-hour schedules

- a) The parties agree to meet to discuss the appropriate method to adjust accrual balances resulting from a change between 40-hour and 56-hour schedules.

11.2 Vacation Accumulation

Earned vacation time may be accumulated from year to year, but an employee shall not be allowed to accumulate more than two (2) times their current annual vacation entitlement. Except as provided below, an employee who has reached their maximum allowable accumulation will not accrue vacation leave until such time as their vacation leave balance drops below the applicable maximum accumulation.

With prior written approval from the Authority Fire Chief, an employee may accumulate vacation leave in excess of the above-described limit. The decision of the Authority Fire Chief shall be final.

11.3 Vacation Usage

All employees shall be entitled to vacation leave with pay upon completion of six months of employment. The Fire Department's vacation schedule shall be established with primary consideration for the needs of the Authority, but with as much regard as possible for the wishes of the employee and in accordance with current Fire Department policies. Leave may be taken only after it has been earned, subject to the above restrictions. No employee may take vacation during the first six months of employment.

11.4 Vacation Leave Special Account for Association Use

Employees may voluntarily donate vacation time, up to a maximum of twelve (12) hours per employee per calendar year to a Vacation Leave Special Account to be used by SCFCOA members in order to attend association related training and other activities. Such account shall not exceed four hundred eighty (480) hours per calendar year. Such donation shall be voluntary and not retractable as demonstrated by written request and notice provided by the employee to the Authority's Finance Manager. Such leave shall be requested at least one (1) Authority Hall

business day in advance. All such leave must be approved in writing by the Fire Chief or their express designee(s) in order to ensure proper accounting, record keeping, and scheduling.

11.5 Vacation Sell Back

The hourly rate of pay for vacation sell back shall be the employee's annual salary, divided by the annual hours of work.

The total vacation sell back allowed twice each calendar year shall not exceed fifty percent (50%) of an employee's accumulated vacation leave but no more than the equivalent of one year's earning rate for vacation

Section 12. Sick Leave

12.1 Accrual

All regular employees shall be eligible to accrue sick leave prorated per pay period at the following rates:

- a) Employees on a 56-hour schedule - two hundred eighty-eight (288) per year.
- b) Employees on a 40-hour schedule shall accrue sick leave at the rate of ninety-six hours per year.
- c) Employees transferred from a 40-hour schedule to a 56-hour schedule shall have all unused sick leave hours accumulated at the time of schedule change adjusted based upon the accrual rate for the 56-hour employees.
- d) Employees transferred or temporarily assigned from a 56-hour schedule to a 40-hour schedule
 - a) The parties agree to meet to discuss the appropriate method to adjust accrual balances resulting from the change from the 56-hour schedule to a 40-hour schedules.

12.2 Approval

Sick leave may be requested and used as approved by the Fire Chief. Pay for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further pay for sick leave. An employee requesting sick leave should exercise reasonable diligence in notifying the on-duty supervisor.

Failure to request approval of the use of sick leave prior the commencement of the shift for which leave is requested may result in loss of the sick leave privilege for the subject shift. Sick leave shall not be granted for disability arising from any sickness or injury purposely inflicted or caused by the employee's willful misconduct.

12.3 Usage

Sick leave shall be requested and granted only in cases of actual personal sickness or disability,

medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family.

Employees may be granted leave with pay when the absence is required because of illness or injury of a member of the immediate family where attendance at the employee's residence is required or for emergency medical care. Each day utilized for this leave shall be subtracted from sick leave entitlement.

The Authority may require a justification for the need for this leave before approving the leave. Employees may use a maximum of six (6) days per year of sick leave accrual for the purpose of family sick leave. In unusual instances, the department head may extend family sick leave provisions beyond six (6) days per year. For the purpose of this subsection, "immediate family" shall mean the employee's spouse or domestic partner, parents and dependent children.

Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willful misconduct.

12.4 Doctor's Certificate

It is understood that the South San Joaquin County Fire Authority has a legitimate concern in preventing abuse of sick leave claims. If the Authority has a reason to believe that sick leave is being abused, it may request that any absence be verified. The Authority's right to verify an absence includes the right to require a doctor's excuse at any time. The Authority may prescribe forms to be used for said verification.

The Fire Chief may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of their position.

12.5 Sick Leave Upon Death

Upon death, the estate of the employee shall receive straight-time pay for all accrued sick leave in excess of 1,440 hours.

If an employee terminates or is terminated for any reasons, all accumulated sick leave shall be canceled; provided however, accumulated unused sick leave shall be credited to such employee if the employee returns to South San Joaquin County Fire Authority employment within two (2) years of such termination.

12.6 Sick Leave Conversion at Retirement

Any employee covered by this Agreement may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and their dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted in conjunction with COBRA provisions. Thereafter, the employee and their dependents may continue to participate in the Authority's group health plan, at group rates, provided the Authority receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

Terms of the Policy Agreement with the Authority's insurance carrier regarding coverage and

eligibility shall apply to the employee and their dependents.

12.7 Retiree Health Savings Account

The Authority agrees to explore a tax-deferred vehicle for employees to contribute towards a Retiree Health Savings Account (RHSA) through payroll deduction or contribution of paid leaves.

12.8 Catastrophic Leave

Employees covered by this Memorandum of Understanding shall be eligible to participate in the Authority's Catastrophic Leave Program as described in the Authority's Catastrophic Leave Policy and Procedure.

Section 13. Workers' Compensation

All employees receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Section 14. Disability Insurance

The Authority shall contribute up to a maximum of \$79.00 per month to pay the premium on behalf of each represented employee as follows:

100% of the monthly premium for the LTD Plan provided by the Tracy Fire Fighters Association California Association of Professional Firefighters (CAPF).

100% of the monthly premium for the Long Term Care policy provided by the Association through the CAPF.

In no case shall the Authority's total monthly contribution exceed \$79.00 per month per employee. In the event the premium exceeds \$79.00 per month, the employee will be responsible to pay the difference.

Section 15. Leaves of Absence

15.1 Approved Absence Without Pay

Upon written request, the Authority Fire Chief may grant an employee a leave of absence without pay for a definite period not to exceed one (1) year. Failure on the part of the employee absent without pay to return to duty within twenty-four (24) hours after notice of return shall be cause for discharge.

A leave of absence without pay up to three (3) days can be approved by the Fire Chief.

15.2 Bereavement Leave

In the event of a death in the immediate family of an employee, absence shall be allowed not to exceed five (5) consecutive calendar days. The employee may, with the department head's permission, utilize vacation, sick leave, or compensatory time, if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined as: parents, stepparents, parents-in-law, spouse or domestic partner, child, stepchild, brother, sister, grandparents, grandchildren, brother/sister in-law, son/daughter in-law, or legal guardian or a person who is at least fifty percent (50%) dependent on an employee.

15.3 Military Leave

- (a) Military leave shall be granted in accordance with provisions of State and Federal laws. All employees entitled to military leave shall give the Fire Chief an opportunity within the limits of military regulations to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the Authority for not less than one year shall be entitled to receive Authority base salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.

- (b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full base salary and benefits, including within-class pay step increases as would have been received had the employee remained for that period of time in active service with the Authority. Application must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after restoration.

- (c) Persons employed by the South San Joaquin County Fire Authority to fill positions made vacant by employees on military leave of absence shall hold such positions subject to being laid off upon any of the said employees being restored to their former positions. Employees promoted to fill positions made vacant by employees on military leave shall hold such positions subject to being restored to their former positions upon return of the employee.

15.4 Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA)/Pregnancy Disability Leave (PDL)

The parties acknowledge the applicability of the Family and Medical Leave Act, California Family Rights Act and Pregnancy Disability Leave and intend to comply with Federal and State law and regulations.

15.5 Jury Duty

All employees shall be entitled to leaves of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

Any employee whose name shall be selected from the list of trial jurors to serve as juror in a civil or criminal action pending in a State or Federal Court convening in the State of California, shall be entitled to a leave of absence for all their regularly scheduled shifts during the court days of such service; provided, however, that the employee shall report to work if released from jury service prior to 5:00 PM and does not have to report to jury service the following day.

Such leaves of absence shall be granted with pay up to the amount of the difference between the employee's regular earnings and any amount they receives for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee. Such leaves of absence shall not be charged against the employee's sick leave or vacation leave.

15.6 Voting Leave

Employees shall be granted sufficient time to vote without loss of compensation up to a maximum of two (2) hours during municipal, primary and general elections.

15.7 Absence Reports

Absence of all employees on vacation leave, sick leave, compensation leave and leaves without pay granted by the Fire Chief, shall be reported to the Human Resources Department. Such reports of absence shall indicate the hour and date of employment and regular days off included within the period of absence.

15.8 Attendance

Failure on the part of an employee absent without leave to return to duty within 24 hours after notice of return shall be cause for discharge.

Section 16. Health Insurance

16.1 Medical

16.1.1 Plans Provided

The Authority offers CalPERS PEMHCA Health Benefits.. During the term of this Agreement the Authority reserves the right to change medical providers and the parties shall meet and confer regarding any such change.

16.2 Dental

The Authority shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

16.3 Vision Care

The Authority shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

16.4 Life Insurance

The Authority provides Life Insurance in the amount of Fifty Thousand Dollars (\$50,000). This coverage will be mandatory for all employees. The Authority will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

16.5 Cafeteria Plan

16.5.1 Authority Contribution

The Authority shall maintain an account for each full-time employee in regular or probationary status within the Authority's cafeteria plan. The Authority shall make monthly payments of no more than the annual maximum amount for the employee's

benefit level, either family or employee only, to each employee's account.

16.5.2 Cash Out Options

The the maximum cash payment shall be set at \$996 per month for employees who do not elect a medical, dental, and/or vision plan.

16.5.3 Future Contributions

Future plans to which Authority employees subscribe, the Authority will increase the Authority's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage.

For employees who elect employee only or employee plus one coverage, any Authority increase to the employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical, dental and/or vision plans, the Authority shall make a payroll deduction from the employee's pay to cover the difference in cost.

16.5.4 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for dental care, and/or 3) payment of premium charges for vision. The Authority also independently funds life insurance premiums through each employee's account.

Each employee shall provide the HR Manager or designee in writing on a form provided and at times designated by the Authority each year all information necessary to administer the Flexible Benefit Program during the twelve month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event

16.5.5 Notification of Changes In Number of Dependents

Each employee shall be responsible for providing immediate written notification to the Personnel Officer of any change to the number of their dependents which affects the amount of the Authority payment on behalf of the employee. Changes in flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the HR Manager. No retroactive payments shall be allowed.

16.6 Flexible Benefits Plan (IRS Section 125)

The Authority agrees to maintain the Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The Authority will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates

that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

Section 17. Probationary Period

17.1 Purpose

All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the Authority Fire Chief or, under their direction, the Fire Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

17.2 Duration

The probationary period for new employees shall be twelve (12) months. Merit increases will occur after twelve (12) months on the basis of merit.

The probationary period for promoted employees shall be twelve (12) months.

Any employee who is in a probationary status may be rejected without cause, without right of appeal and without recourse to the Grievance Procedure as provided in Section 22 hereof.

17.3 Promotion

Any employee, who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion, including their seniority. Those rights can only be affected for cause.

The Fire Chief may extend the probationary period in three month increments not to exceed one (1) year if they feels additional time is necessary to adequately evaluate the employee.

17.4 Probationary Reports

A performance report of each probationary employee shall be made by the Fire Chief or their designee at regular intervals during the probationary period according to rules established by the Authority Fire Chief.

Section 18. Layoff and Recall

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied classification or position in the Authority service, unless that employee has been offered the temporary work.

When the Fire Chief is instructed by the Authority Fire Chief to reduce the number of employees, layoffs shall be made in accordance with the following rules below, (a) through (e) inclusive:

- (a) Layoffs shall be by job classification according to reverse order of seniority as defined by total Authority service

- (b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which he previously held permanent status, provided the displaced employee has less total Authority service. Total Authority service means Authority service as a full-time employee
- (c) An employee may demote or transfer to a vacant position in a classification for which they possess the necessary skills as determined by the minimum qualifications and job specifications for the position
- (d) The name of each employee laid off shall be entered on a Reemployment List in order of seniority for two (2) years
- (e) Former employees appointed from a reemployment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off
- (f) The Authority Fire Chief may require former employees appointed from a reemployment list to undergo a physical examination, including a drug test

Section 19. Separation from Service

19.1 Resignation

Any employee wishing to resign from employment shall file with the Fire Chief a notice of intention to leave at least two (2) weeks in advance. Upon completion and signing of a form disclosing the reasons for leaving, the resigning employee shall be entitled to their final paycheck following completion of their final day's work.

19.2 Reinstatement

A permanent employee who has resigned in good standing may request a reinstatement and the Authority Fire Chief may reinstate such employee to a vacant position, if the Authority Fire Chief determines reinstatement will be in the best interest of the service.

The Authority Fire Chief may require such employee to submit to a physical examination, including a drug test, and may require the employee to serve a new probationary period.

19.3 Discharge

An employee may be discharged at any time by the Authority Fire Chief for cause. Whenever it is the intention of the Fire Chief to discharge an employee, the Authority Fire Chief shall be notified and their prior approval obtained.

Section 20. Employee Conduct

20.1 Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the The South San Joaquin Fire Authority.

20.2 Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the Offices of the Authority Fire Chief, the Department Directors, nor the Controller, for the purpose of making collections.

20.3 Outside Employment

Employees may be employed in other jobs but other employment shall not be a job which provides an essential emergency service that would be a conflict of interest with the fire service job.

Employees may not carry on, concurrently with their public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of their work, or which creates a conflict of interest with their Authority employment.

20.4 Private Use of Authority Equipment

No Authority facility or equipment shall be put to any private use without the permission of the Authority Fire Chief.

Section 21. Conditions of Service

21.1 Service with the South San Joaquin County Fire Authority shall be regulated by the Personnel Rules and Regulations for the positions covered by this Agreement.

21.2 The Personnel Rules and Regulations are generally implemented through the Authority's Administrative Policies & Procedures and -Guidelines.

21.3 The governing documents for the resolution of any disputes over conditions of service are the Personnel Rules and Regulations.

21.4 Association Members have the right to appeal conditions of service through the grievance procedure contained in the Personnel Rules and Regulations.

21.5 In the event an employee receives an overpayment by the Authority, the employee shall reimburse the Authority for the total overpayment and the Authority may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred. However, at the employee's request, the Authority may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the Authority Personnel Officer or designee.

Section 22. Separability of Provisions

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions

for provisions rendered or declared illegal.

Section 23. Past Practices and Existing Memoranda of Understanding

The term of this agreement is from July 1, 2020 through June 30, 2021.

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding, rules or regulations, or past practices in direct conflict with the provisions hereof.

Made and entered into this 4th day of September, 2020.

SOUTH COUNTY FIRE CHIEF OFFICERS ASSOCIATION

CITY OF TRACY

By: _____
Scott Arganbright, SCFCOA President

By: _____
Randall Bradley, Authority Fire Chief

By: _____

By: _____

By: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

SOUTH SAN JOAQUIN COUNTY FIRE
AUTHORITY

AND

THE TRACY FIREFIGHTERS ASSOCIATION
(TFFA)

January 1, 2021 through June 30, 2021



835 N. Central Avenue
Tracy, CA 95376
(209) 831-6700

TRACY FIREFIGHTERS ASSOCIATION (TFFA)
January 1, 2021 through June 30, 2021

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CITY OF TRACY
TRACY FIREFIGHTERS ASSOCIATION (TFFA)
MEMORANDUM OF UNDERSTANDING
January 1, 2021 – June 30, 2021

Representatives of the Tracy Firefighters Association and representatives of the South San Joaquin County Fire Authority (Authority) have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Fire Bargaining Unit, freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer/employee relations of such employees.

This Memorandum of Understanding, hereinafter referred to as "The Agreement," is entered into pursuant to the Meyers-Milias Brown Act (Government Code Sections 3500, et. seq.) and has been jointly prepared by the parties.

The Agreement shall be presented to the Authority Board of Directors as the joint recommendations of the undersigned for base salary and employee benefit adjustments for the period commencing January 1, 2021 through June 30, 2021.

Section 1. Recognition

1.1 Association Recognition

The Tracy Firefighters Association, hereinafter referred to as the "Association", is recognized as the exclusive representative as provided in the Authority's Employer/Employee Relations Resolution for all employees assigned to the classifications set forth below:

Fire Captain
Fire Engineer
Firefighter Paramedic
Firefighter

1.2 Authority Recognition

The Authority Fire Chief, or their designee is the representative of the South San Joaquin County Fire Authority, hereinafter referred to as the "Authority."

1.3 City of Tracy Seniority and Rank Recognition

The Authority shall recognize and maintain each employee's rank, date of hire, general seniority and seniority in rank from the employee's service with the City.
This is not substantive, just stylistic.

Section 2. No Discrimination

The Authority agrees not to discriminate against any employee because of membership or activities on

behalf of the Association. Association activities shall not interfere with the normal operation of the Authority. Neither the Authority nor the Association shall discriminate for or against any employee or applicant for employment on account of race, color, creed, national origin, age, sex, sexual orientation, physical disability, or mental disability which does not prevent an employee from meeting the minimum standards established.

Section 3. Association Security

3.1 Association Dues

The Association shall be entitled to have the regular dues of its members deducted from their paychecks in accordance with the procedures set forth herein.

Employees shall be entitled to have dues deducted by filling out, signing and filing with the Authority, an authorization form provided by the Authority.

The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues check-off authorized.

When a member in good standing of the Association is in a non-pay status for an entire pay period, no dues withholding will be made to cover that pay period from future earnings nor will the member deposit the amount with the Authority which would have been withheld if the member had been in a pay status during that period.

In the case of an employee who is in a non-pay status during only a part of the pay period and the base salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Association dues.

Dues withheld by the Authority shall be transmitted monthly to the party designated in writing by the Association as the party authorized to receive the funds, at the address specified.

The Association shall indemnify, defend, and hold the Authority harmless against the claims made and against any suit instituted against the Authority on account of check-off of employee organization dues. Any amounts paid in error shall be adjusted in subsequent payment.

3.2 Use of Authority Facilities and Bulletin Boards

The Association may, with the prior approval of the Fire Chief or his designee, use Authority facilities, during non-working hours for meetings of Authority employees, provided space is available.

The use of Authority equipment normally used in the conduct of business meetings, such as desks, chairs and blackboards, will be made available to the Association.

The Association may use portions of Authority bulletin boards under the following conditions:

Copies of materials must be sent to the department or division head in charge of the department bulletin board.

All materials must be dated and must identify the organization that published them.

The Authority reserves the right to determine where bulletin boards shall be placed.

Section 4. Association Representatives

4.1 Attendance at Meetings by Employees

Any employee represented by this MOU who is directed to attend a meeting which one of the issues is proposed discipline shall be entitled to Association representation as provided by the Firefighters Bill of Rights (FOBR).

4.2 Access to Work Locations

Reasonable access to employee work locations shall be granted to officers and officially designated representatives of the Association for the purpose of contacting employees represented by this MOU concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the department or with established security requirements.

Solicitation of membership and activities concerned with the internal management of the employee organization such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature shall be conducted in accordance with department policy and procedures.

The Association shall designate in writing to the Human Resources Manager the names of the Association's officers and designated representatives.

4.3 Access to Personnel Files

An employee or, upon presentation of written authorization from the employee, an employee's representative shall have access to the employee's personnel file upon request. No written reprimand or performance evaluation shall be placed in an employee's personnel file until that employee has seen and had opportunity to review the document. An employee shall have the right to have his/her written comments attached to items contained in his/her personnel file.

4.4 List of Employees

Twice a year, the Human Resources Manager shall furnish the names, classifications and date of hire of employees assigned to classifications in the bargaining unit; provided, however, the Human Resources Manager shall not be required to provide such information in any format other than one already in use.

4.5 Advance Notice

Except in cases of emergency, the Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation proposed to be adopted by the Authority and directly relating to

matters within the scope of representation and shall be given the opportunity to meet and confer with management representatives prior to adoption.

4.6 Firefighters Procedural Bill of Rights

The Authority agrees to adhere to the provisions of the Firefighters Procedural Bill of Rights (FBOR) as contained in California Government Code Sections 3250-3262, in all matters in which the provisions of the FBOR apply.

Section 5. Salary Plan

5.1 Salary

The salary schedule for each classification is detailed in the South San Joaquin County Fire Authority's Master Salary Schedule which is consistent with the salaries that were in effect on December 31st, 2020 in the MOU between the City of Tracy and the Association

5.2 Pay Days

Employees shall be paid biweekly, every other Friday. If payday falls on a banking holiday, then payday is the preceding business day. Every effort will be made to distribute paychecks to employees so that shift workers may obtain their paychecks at the end of the shift prior to payday. No employee is authorized to cash or deposit paychecks in their possession prior to the date printed on the check.

Routine paychecks shall be for the purpose of compensating for regular and overtime hours including but not limited to vacation and sick leave usage. Other compensation or reimbursement shall be separately identified and shall not include withholding for tax purposes, except as required by law.

5.3 Salary for New Employees

The base salary for a new employee entering Authority employment shall be the minimum salary step for the classification to which the employee is appointed, unless the Authority determines that appointment to another step is in the best interest of the service.

5.4 Salary Range

Each employee shall have a base salary range with pre-established advancement steps within the range.

Base salary range adjustments for a classification will not set a new salary anniversary date for employees serving in the classification.

If the compensation for a classification is revised, employees shall be placed on the same pay step in the new pay range.

5.5 Salary Upon Promotion

When employees are promoted, they shall receive the first step in the base salary range for their new position. However, if this results in a base salary increase of less than five percent (5%), they shall receive a step increase which provides a minimum of five percent (5%) increase, provided that in no event will the new base salary be above Step E of the promoted class.

5.6 Salary Upon Demotion

When an employee is demoted, that employee's compensation shall be adjusted to the base salary which most closely approximates the employee's base salary in the higher classification; provided in no event shall that new base salary be above the fifth step of the lower classification. If a vacancy exists in a position in a lower classification, an employee who has previously held that vacant position may voluntarily choose to demote to fill the vacancy.

5.7 Work in a Higher Classification (Out-of-Class Pay)

An employee who is assigned to perform the duties of a higher classification shall receive the pay of the higher classification for all hours so assigned. After making such assignments, the Authority shall not reassign for the sole purpose of avoiding payments of such higher amounts. Employees who are appointed to a higher classification, in an acting capacity, will receive a minimum of five percent (5) increase but no less than Step A and no more than Step E of the higher classification. An employee who is serving in an acting assignment and who performs overtime work during the time worked in the acting assignment, will receive pay for such overtime work at a rate of one and one-half (1.5) times the compensation received for the acting assignment. Employees will not be allowed to remain in such assignments beyond the limits set forth by Cal-PERS. Details regarding the processing of Personnel Action Forms and effective dates for out-of-class pay are contained in the Administrative Procedure on Out-of-Class Pay.

Regarding "move up" of personnel in acting capacity, the Human Resources Manager shall keep current Captain and Engineer eligibility lists in order to ensure that those "moved up", both desire to be utilized at a higher level and are qualified (via appropriate testing) to serve in an acting capacity. The eligibility lists will be utilized to qualify individuals for "move up" provided there are a sufficient number of candidates on the list. In the event an insufficient number of candidates is on a current eligibility list, the Fire Chief or his/her representative(s) will convene a special department labor-management meeting to discuss and come to a mutually beneficial alternate staffing solution prior to any decision being made.

5.8 CalPERS Contribution

The Authority's contract with the California Public Employee's Retirement System (CalPERS) includes the single highest year retirement formula; the CalPERS 1959 Survivor Benefit level Four (4) to all employees covered under this agreement and the three percent at 55 (3%@55) retirement benefit formula. The Authority shall pay the employer contribution for this CalPERS retirement benefit.

Employee hired by the South San Joaquin County Fire Authority on or after January 1, 2021, shall be considered a "new member" under the Public Employees' Pension Reform Act and shall be subject to all the provisions of the law, including, but not limited to the two point seven percent at age 57 (2.7@57) retirement formula with a three year compensation period.

Employees who receive the CalPERS retirement formula of 3% @55 shall pay the 9% of salary of employee

contribution towards employee statutory share of CalPERS retirement. Employees who receive the CalPERS retirement formula of 2.7% @ 57 shall pay the employee contribution required by the Public Employees' Pension Reform Act, currently calculated at fifty percent (50%) of normal cost.

Employee payments of the employee portion of the CalPERS retirement benefit cost shall be made as a payroll deduction on a pre-tax basis to the extent allowed by law.

Effective as soon as administratively possible, in accordance with CalPERS Section 20516 contract amendment process requirements, each employee in this unit shall pay 3% towards the employer's share of CalPERS pension regardless of what CalPERS pension formula is applicable to the employee. In exchange, the Authority shall pay the corresponding salary increase that represents the 3% contribution. The parties agree that should the parties negotiate elimination of the 3% employer rate contribution by the employee or such employee contribution to the employer share becomes contrary to any subsequent rules, regulations and/or law(s) rendering the contribution null and void, the corresponding salary increases by the Authority conferred in this section shall also cease and become null and void.

5.9 Advancement (Step Increases)

At the completion of the applicable probationary period of employment, employees appointed to Step A are eligible for a step increase. Additional step increases will be on an annual basis thereafter until the attainment of Step E. All step increases shall be based on satisfactory performance as shown from the evaluation by the employee's Supervisor. Denial of step increases shall be based on documented performance evaluations. Increases of more than one step for superior performance may be provided upon recommendation by the Fire Chief and approval of the Authority Fire Chief.

5.10 Overpayment Resolution

In the event an employee receives overpayment by the Authority, the employee shall reimburse the Authority for the total overpayment, and the Authority may obtain reimbursement by payroll deduction(s). Typically, such repayment shall occur over a schedule equal to the amount of time over which the overpayment occurred. However, at the employee's request, the Authority may extend such repayment over a longer period, to be determined by mutual agreement of the employee and the Authority Finance Director.

5.11 Deferred Compensation

The Authority will continue to contribute 2.5% into employee's deferred compensation plan as established by the Authority.

Section 6. Hours of Work

6.1 Workweek and FLSA Work Period

The workweek for all employees shall be from Sunday at 12:00 a.m. through the following Saturday at 11:59 p.m. and workday shall mean 7:00 a.m. to 6:59 a.m. The work period for fire suppression line employees shall follow the provisions under the 7K exemption of the Fair Labor Standards Act (Exception – 40 hour per week employees). The designated workweek shall remain permanent and may be changed

only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible. Therefore, the Authority shall pay an overtime premium equal to one-half (1/2) time pay for hours worked as prescribed under the FLSA. For employees assigned to 40-hour workweeks, overtime shall be work which is in excess of eight (8) hours per day and forty (40) hours per week.

6.2 Station/Shift Bidding

During October of each year, the Station/Shift Bidding process shall be conducted within each locked shift. The bid shall ensure that the operational needs of the Authority set forth by the Fire Chief in a meeting prior to the initiation of the bid process are met. Bids shall be made in descending order of rank beginning with Fire Captain, Fire Engineer, and Firefighter. Bids shall be made by seniority in rank.

The Executive Board will assign a union member(s) the duty of facilitating the bid. The bid shall be completed by October 31st and the results will be forwarded to Fire Administration for final approval. In the event there is a vacancy after the completion of the bid due to promotions, retirements, etc., the Executive Board shall assign a union member(s) to facilitate the bid for the vacant position and the results will be forwarded to Fire Administration for final approval.

Implementation of this bid process shall not impact the Authority financially in any way. The policy does not negate the Fire Chief's right to assign employees based on the Authority needs and workload.

Section 7. Overtime, Call-Back

7.1 Definition

Overtime is work which is in excess of the regular work shift and which has the prior approval of the Fire Chief or his designated representative. Overtime shall also be paid for work performed on the employee's scheduled days off. Leave time, whether paid or unpaid, is not included in computing the work period for FLSA overtime purposes.

7.2 Scheduled and Emergency Overtime

Unless excused by the Fire Chief, an employee, upon request, shall not fail or refuse to perform emergency or scheduled overtime. Scheduled means at least twenty-four (24) hours prior notice. Failure or refusal of the employee to work overtime in accordance with this provision shall be grounds for discipline.

7.3 Overtime Compensation

Overtime shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay. For the purpose of overtime compensation, "regular rate of pay" includes premium pay. Overtime shall be computed by the following formula:

For 40-hour employees - hourly rate of pay equals monthly base salary plus premium pay times twelve (12) months divided by 2080 hours. Hourly regular rate of pay times number of hours worked in excess of forty (40) hours times one and one-half (1-1/2) equals overtime pay.

For 56-hour employees – hourly rate of pay equals monthly base salary plus premium pay times twelve

(12) months divided by 2912 hours. Hourly regular rate of pay times the number of hours worked in excess of the normal duty cycle and times one and one-half (1-1/2) equals overtime pay.

7.4 Call-Back Pay

Callback by means of telephone, cell phone notification or radio communication shall be required. Failure to respond to a callback after notification without justification may result in disciplinary action. Callback pay shall be on the following basis:

- (1) Employees are to be paid at the rate of one and one half times their normal rate of pay. Hours accumulated above the two-hour minimum shall be at the time and one-half rate. Compensation shall commence at the time of notification for those individuals contacted by phone.
- (2) Those employees contacted by phone for callback shall respond to the assigned station as directed within a reasonable period of time, obeying all traffic laws enroute.
- (3) Any off-duty employee who has not arrived at the station must notify the on-duty Battalion Chief of their response to be eligible for callback pay.
- (4) Should the release of off-duty personnel be prior to an elapsed time of 25 minutes from the time of response, then the 25-minute time frame shall be the cut off time for call-back pay. Any exceptions to this policy shall only be authorized by the Fire Chief.

Section 8. Differentials/EMT Training

8.1 EMT Training

The Authority agrees to continue to provide EMT CE (Continuing Education) as part of its regular training schedule to allow all employees to maintain ongoing EMT certification, to the extent operationally feasible.

In the event that an employee is on leave or does not avail himself/herself of the Authority training opportunities, it will remain the responsibility of the employee to complete the EMT course and recertify as required. It shall be the Authority's responsibility to provide an EMT course or reimburse employees for the cost of taking the course or pay employees for time spent attending such courses.

8.2 Education Incentive Pay

Upon completion of an AA or AS Degree, in Fire Science or related public safety field of study as determined by the Fire Chief, employees shall be eligible for a five percent (5%) incentive increase in pay. Equivalent incentive pay will be provided to an employee who has completed the Fire Science Credits and Certification, and who has obtained a B.A or B.S. Degree. Equivalent incentive pay will be provided to employees who have obtained a BA or BS Degree in related public safety field of study as determined by the Fire Chief. Details regarding procedures for education pay are contained in the Administrative Procedure on Education Incentive Pay.

8.3 Hazardous Materials Response Team Differential

The Department intends to provide the ability to respond to and mitigate hazardous materials (Haz-Mat) incidents above the first responder level. To accomplish this, the Authority will staff each shift with a minimum four (4) Hazardous Materials Technicians/Specialists.

The Authority will maintain either a minimum of 25 Hazardous Material Specialists or the number required by CalOES, whichever is greater. The Authority will offer the ability for Hazardous Material Specialist training for a minimum of five (5) personnel per year during the term of this MOU. Upon satisfactory completion of the training and receipt of Hazardous Material Specialist certification, the employee will be added to the Hazardous Material Team.

The Fire Chief has the discretion to add additional members to the Hazardous Material Team above the minimums outlined above. A member may not resign from the Hazardous Materials Team if doing so drops the number of team members below the minimum established number.

8.3.1 Selection and Requirements

An employee may volunteer to be assigned to the Hazardous Material Team by written submission to the Fire Chief. The Authority shall provide the initial Hazardous Materials Specialist training for individuals selected to join the Hazardous Materials Team. A Team member whose initial training has been provided by the Authority shall commit to serve on the Hazardous Materials Team for a minimum of three (3) years after assignment by the Chief and completion of the training.

All other Hazardous Materials training outside of the organization shall be subject to the approval process set forth in current Authority Standard Operating Procedures.

8.3.2 Selection of Team

The selection of which rank is filled shall be determined by the Fire Chief and Hazardous Materials program coordinator(s) based on the operational need of the Hazardous Materials Team. The selection of the rank will be based upon overall departmental seniority.

8.3.3 Authority Responsibilities

Each Hazardous Materials Team Member:

- Shall receive a minimum of 24 hours in-house training per fiscal year.
- The Authority may provide up to an additional 24 hours of outside training for Hazardous Materials Team members to be paid through overtime or absence/excused.

The position of Hazardous Materials Technician shall sunset at the expiration of this contract (6/30/21). All current Technicians must be Specialist if they choose to remain part of the Hazardous Materials Team.

Requirements and responsibilities of the Hazardous Materials Team shall be provided in an Authority Standard Operating Guideline (SOG).

8.3.4 Pay

Hazardous Material Technician: A Tracy Fire certified Hazardous Materials Technician shall receive an assignment pay of four percent (4%) which shall be added to the base rate of pay subject to section 8.3.3.

Hazardous Material Specialist: A Tracy Fire certified Hazardous Material Specialist team member shall receive an assignment pay of five percent (5%) which shall be added to the base rate of pay.

8.4 Bilingual Pay

Employees shall receive an additional two percent (2%) of base pay if they meet the following criteria:

- a. Certification from the Authority that the employee possesses the needed language skills; and,
- b. Certification from the Fire Chief that a particular assignment involves the need for the required skills on a regular basis.

Qualifying languages are Spanish, American Sign Language, and any other language designated by the Fire Chief as beneficial to the Authority.

8.5 Pay For Performance

The Authority shall adopt a voluntary Pay for Performance Program that shall be available to all represented employees who have completed their probationary period. The Authority and Union agree to meet and discuss revisions to the existing Pay for Performance Program design, administrative process and benchmarks by which the program is evaluated. The Authority agrees to publish the new Program by September 1, 2006. Plans that have been submitted for approval as of January 2006 shall be held and reevaluated after September 1, 2006 and employees shall be offered an opportunity to resubmit a plan to conform to any new or revised Performance Program requirements.

The Pay for Performance Program shall designate a Project term. A represented employee who has been approved for a submitted project shall receive an additional Three percent (3%) of his/her base rate of pay during the approved Project period. An employee shall be eligible to participate in only one Pay for Performance Plan at a time. Performance Pay shall be paid in addition to any other Differential Pay for which an employee is eligible.

8.6 Paramedic Program

8.6.1 Pay

The Fire Chief shall determine the number of employees who are assigned to the Paramedic program and are paid a Paramedic incentive of twelve and one-half percent (12.5%) of top step Firefighter base pay for all hours paid. Employees who are licensed but not assigned to the Paramedic program shall not receive a Paramedic incentive.

This differential shall be incorporated into the base pay of employees in the Firefighter-Paramedic classification. An employee in the rank of Engineer or Captain shall receive this

differential as an incentive.

8.6.2 Maintenance of Certification

Should the Authority hire a sufficient number of licensed Paramedics to fully support the Paramedic Program, individual employees must notify, in writing, the Fire Chief of his/her request to withdraw from the Paramedic assignment. Requests will routinely be honored if there is a licensed Paramedic available to replace the Paramedic requesting withdrawal. If there is no licensed Paramedic to replace the Paramedic requesting withdrawal, the request will be denied until a replacement is available. Such request shall be submitted one (1) year in advance of the effective date of the requested withdrawal. In the event there are multiple requests for withdrawal, the most senior person(s) submitting the request(s) shall be allowed to withdraw, subject to an available replacement. At such time the Paramedic pay shall no longer be paid to the individual who has withdrawn from the Paramedic program.

The Authority agrees that the number of Paramedics needed to support the Paramedic Program shall be three (3) additional Paramedics per shift in excess of the minimum staffing for each Advanced Life Support (ALS) engine company. However, the Fire Chief may increase the number of assigned Paramedics beyond the minimum and will determine which fire station(s) shall have Paramedic staffing. The Fire Chief has the option to assign paramedics as appropriate based on operational needs.

Should the Authority pay for any portion of the initial Paramedic training for an employee assigned to the Paramedic program, that employee shall serve a minimum of three (3) years in the program. If the employee chooses to withdraw from the program following the provisions mentioned above, they will be responsible for a prorated reimbursement towards all costs incurred to the Authority for the initial training.

The Authority shall provide the following for all employees licensed as Paramedics and assigned by the Fire Chief to the Paramedic Program:

- (a) Authority to provide liability insurance.
- (b) Authority to pay for maintenance of required certification and Authority to pay for forty-eight (48) hours Of C.E. (Continued Education) every 2 years.
- (c) Authority to provide for San Joaquin County accreditation time, (required patient contacts) and skills maintenance when required.

8.6.3 Licensed Paramedics Not Assigned to the Paramedic Program:

The Authority shall provide the following for all employees licensed as Paramedics but not assigned to the Paramedic Program:

- (a) Maintenance of Certification: Using the existing education reimbursement process, the Authority will provide up to \$2500 per fiscal year for training necessary to maintain the employee's Paramedic license. Each employee is allotted up to 8 hours of compensated training hours per fiscal year for classes necessary for Continuing Education. In the event that the employee must attend classes during their regularly scheduled work shift, a maximum of 8

hours of overtime can be incurred for any backfill requirements, with the approval of the Fire Chief.

(b) Liability Insurance: The Authority will provide for the defense of civil actions brought against an employee and indemnify the employee for a judgment of compensatory damages pursuant to Government Code Sections 825 and 995.

(c) Authority to provide for San Joaquin County accreditation time, (required patient contacts) and skills maintenance when required. Such San Joaquin County accreditation activities shall occur during the employee's normal work shift.

8.7 Administrative Assignment Pay

Consistent with current practice, when Fire Administration assigns a suppression employee to an administrative assignment for a period of more than thirty (30) working days, the employee shall receive seven and one-half percent (7.5%) in addition to regular rate of pay. This shall not be applicable to employees on modified or light duty or employees being accommodated from their regular suppression assignment.

Section 9. Allowances

9.1 Education Reimbursement

An employee who completes a course of study will be reimbursed for books, supplies and tuition for educational course(s) if the employee obtains the written approval from the Fire Chief or the Fire Chief's express designee(s) prior to initiating the educational course(s). Educational courses that qualify for education reimbursement must be 1) taken at public and non-public accredited colleges or universities in California, or 2) be a component of a certified paramedic program, or 3) be an educational course approved by the California State Fire Marshal or 4) any other class which the Fire Chief deems appropriate and relevant to the Fire Authority. A grade of "C" or better or an equivalent passing grade is required in order to receive reimbursement.

Mileage reimbursement or transportation shall only be provided for those courses the Authority directs (but does not merely approve) the employee to attend.

Educational reimbursement shall be capped at no more than \$2,500 paid per fiscal year. Authority also agrees to allow any mandatory fees as a reimbursable expense in addition to tuition, supplies and books not to exceed the cap of \$2,500.

9.2 Credit for Training

Responsibility for developing training programs for employees shall be assumed by the Fire Chief or his designee. Such training programs may include lecture courses, demonstrations, assignment of reading matter or such other devices as may be available for the purpose of improving the efficiency and broadening the knowledge of municipal employees in the performance of their duties. All completed training should be filed with the training officer who will then submit it to Human Resources for filing.

Participation in and successful completion of special training courses may be considered in making

advancements and promotions. Evidence of such activity shall be filed with the Human Resources Manager and approved by the Fire Chief.

9.3 Uniforms

The Authority shall provide each employee an annual uniform allowance of \$915 for the purpose of the purchasing regular uniforms, Class A uniform and safety shoes as approved by the Fire Chief.

Uniform allowance will be paid separate from payroll checks and will be issued on the first paycheck by a newly hired employee and annually thereafter on June 30 or the last business day before June 30.

The Authority shall pay for the replacement of an employee's safety shoes and work uniform that are damaged to a point that results in a safety hazard, if such damage occurs in the line of duty through no fault of the employee. In the event of proven negligence by the employee, the replacement costs will be borne by the employee.

9.4 Equipment and Clothing Return

All Authority-furnished equipment and clothing remains in the ownership of the Authority and must be returned when an employee leaves employment.

9.4.1 Helmets

Employees retiring with 10 years or more of South San Joaquin County Fire Authority service will have the option to purchase their leather helmet from the Authority at a prorated fee based on the depreciation schedule as determined by the Fire Chief. .

9.5 Mileage Reimbursement

An employee who is required to provide transportation for the performance of his job shall be compensated at a rate equal to the Internal Revenue Service (IRS) rate. It is understood that such reimbursement does not apply to commuting by employees to or from their residences. Preapproval of the Fire Chief is required for reimbursement.

9.6 Payment for Required Training

In the event that a specialized team is formed and the Authority requires training, the Authority shall pay for such training cost and time at appropriate rates. The Fire Chief shall determine the creation of specialized teams that meet the needs of the community.

Section 10. Holidays

10.1 Paid Holidays

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees on a forty (40) hour schedule shall be granted a bank of fifty-two (52) hours of holiday leave. Employees on a forty (40) hour schedule will be required to use eight (8) hours of holiday leave for leave on a holiday observed by the South San Joaquin County Fire Authority as provided in Personnel Rule 16.1.

On January 1 and July 1 of each year, or prorated thereto, regular full-time employees on a fifty-six (56) hour schedule shall be granted a bank of 156 hours of holiday leave. Employees shall be compensated for holiday leave hours not used during a given six (6) month period (January 1-June 30 or July 1-December 31) at the holiday in-Lieu pay rate.

10.2 Saturday and Sunday Holidays

Except for employees working in a seven (7) day operation, if a holiday should fall on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee shall be granted Friday as a holiday.

10.3 Holiday In-Lieu Pay

Holiday in-lieu pay shall be paid to employees on a fifty-six (56) hour schedule. Holiday leave hours not used during a given six (6) month period shall be converted as follows:

12 hours of holiday leave not used = 9 hours of Holiday in-Lieu pay

Holiday in-Lieu pay is in addition to the employee's regular base salary and shall be based on the following formula:

Annual salary (base salary + incentives in effect during the previous six month period period) divided by 2,912 hours = Holiday In-Lieu hourly rate

Instead of receiving Holiday-in-Lieu pay, employees may choose to take no more than forty-eight (48) hours of holiday leave per month subject to the staffing needs of the Authority. Whenever an employee chooses this option of taking off one (1) or two (2) shift(s) per month, instead of receiving Holiday-in-Lieu pay for such holidays, such holiday shift(s) off shall be considered to be an additional vacation shift and all scheduling and approval requirements which apply to vacation use shall govern the use of such holiday shifts off. Employees may take either a 12-hour half shift or a 24-hour full shift for any holiday. Any unused portion of a holiday shall be cashed out as described above as Holiday-in-Lieu Pay. Holiday-in-Lieu shifts off may not be carried over from one month to the next.

If an employee leaves Authority employment after having used all of the semi-annually credited holidays but before the six-month term is complete, the employee shall owe the Authority for the value of the holiday time in excess of their service for that half year.

Employees on a forty (40) hour schedule shall not be entitled to holiday in-lieu pay as they will be on off-duty status on all holidays.

Holiday pay will be paid on separate checks on the regular payday June 30 and December 15 with one-half of the annual amount being paid on each of these dates.

Section 11. Vacation Leave

11.1 Vacation Benefits

A. Employees on a forty (40) hour workweek shall be entitled to annual vacation leave based on length of continuous service.

From date of employment through completion of the 5th continuous year - ninety-six (96) hours per year.

From beginning of 6th year of continuous employment through completion of 10 year - one hundred and thirty-six (136) hours per year.

11-15 years of continuous employment-one hundred and seventy-six (176) hours per year.

16-20 years of continuous employment - one hundred and ninety-two (192) hours per year.

20 years or more continuous employment - eight (8) additional hours per year for each year of service.

B. Employees on a fifty-six (56) hour workweek shall be entitled to annual vacation leave based on length of continuous service.

From date of employment through completion of the 5th continuous year - twelve (12) hours of vacation per month.

For service beginning with the sixth year of continuous employment through completion of the 10th year, each employee shall accrue eighteen (18) hours of vacation per month;

11-15 years of continuous employment, each employee shall accrue twenty-one (21) hours of vacation per month;

16-20 years of continuous employment, each employee shall accrue twenty-four (24) hours of vacation pay per month;

20 years or more of continuous employment, each employee shall accrue one (1) additional hour per month for each additional year of service.

C. Employees transferring between 40-hour and 56-hour schedules

- a) The parties agree to meet to discuss the appropriate method to adjust accrual balances resulting from a change between 40-hour and 56-hour schedules.

11.2 Vacation Accumulation

Earned vacation time may be accumulated from year to year, but an employee shall not be allowed to accumulate more than two (2) times their current annual vacation entitlement. Except as provided below, an employee who has reached his/her maximum allowable accumulation will not accrue vacation leave until such time as their vacation leave balance drops below the applicable maximum accumulation.

With prior written approval from the Authority Fire Chief, an employee may accumulate vacation leave in excess of the above-described limit. The decision of the Authority Fire Chief shall be final.

11.3 Vacation Scheduling

Vacations shall be scheduled yearly by employees with the approval of the Fire Chief. A total of three (3) employees shall be allowed off at a time during January, February, March, April, October and November. A total of four (4) employees shall be allowed off at a time during May, June, July, August September, and December.

Annual vacation selection will be chosen in Rank, based on overall department seniority. Any vacation usage other than regular yearly scheduled vacation will require a minimum of twenty-four (24) hour notice and Battalion Chief approval.

In the event the Authority needs to modify the number of employees allowed to take vacation on each shift, the Authority will notify the Union ninety (90) days prior to the annual shift and vacation selection. The Authority will review the operational reasons for such a change with the Union, consider any alternatives and meet and confer regarding the impact of the decision on the employees.

11.4 Vacation Usage

All employees shall be entitled to vacation leave with pay upon completion of six months of employment. The Fire Authority's vacation schedule shall be established with primary consideration for the needs of the Authority, but with as much regard as possible for the wishes of the employee and in accordance with current Fire Authority policies. Leave may be taken only after it has been earned, subject to the above restrictions. No employee may take vacation during the first six months of employment.

11.5 Vacation Leave Special Account for Union Use

Employees may voluntarily donate vacation time, up to a maximum of twelve (12) hours per employee per calendar year to a Vacation Leave Special Account to be used by Firefighters' Union Local representatives in order to attend labor union related training and other activities. Such account shall not exceed four hundred eighty (480) hours per calendar year. Such donation shall be voluntary and not retractable as demonstrated by written request and notice provided by the employee to the Authority's Finance Division.

Effective July 1, 2012, this special account shall be charged at the rate of 1.5 hours for all hours necessary (particularly overtime relief) to allow members to conduct union activities. Such leave shall be requested at least one (1) Authority Hall business day in advance. All such leave must be approved in writing by the Fire Chief or his express designee(s) in order to ensure proper accounting, record keeping, and scheduling.

11.6 Vacation Sell Back

The hourly rate of pay for vacation sell back shall be the employee's annual salary, divided by the annual hours of work.

The total vacation sell back allowed twice each calendar year shall not exceed fifty percent (50%) of an employee's accumulated vacation leave but no more than the equivalent of one year's earning rate for vacation.

Section 12. Sick Leave

12.1 Accrual

All regular employees except Fire Inspectors shall be eligible to accrue sick leave at the following rates:

- a) Employees on a 56-hour schedule - two hundred eighty-eight (288) hours per year.
- b) Employees on a 40-hour schedule - Ninety-six (96) hours per year.
- c) Employees transferred from a 40-hour schedule to a 56-hour schedule shall have all unused sick leave hours accumulated at the time of schedule change adjusted based upon the accrual rate for the 56-hour employees.
- d) Employees transferred or temporarily assigned from a 56-hour schedule to a 40-hour schedule:
 - a) The parties agree to meet to discuss the appropriate method to adjust accrual balances resulting from the change from the 56-hour schedule to a 40-hour schedules.

For the purpose of this section, months of service shall mean consecutive calendar months.

12.2 Approval

Sick leave may be requested and used as approved by the Fire Chief. Pay for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further pay for sick leave. An employee requesting sick leave should exercise reasonable diligence in notifying the on-duty supervisor.

Failure to request approval of the use of sick leave prior the commencement of the shift for which leave is requested may result in loss of the sick leave privilege for the subject shift.

12.3 Usage

Sick leave shall be requested and granted only in cases of actual personal sickness or disability, medical or dental treatments, or for absences due to serious illness or injury of a member of the employee's immediate family.

Employees may be granted leave with pay when the absence is required because of illness or injury of a member of the immediate family in accordance with the Federal Government Family Medical Act (FMLA) and the State of California Family Rights Act (CFRA). All hours utilized for this leave shall be subtracted from sick leave entitlement.

The Authority may require a justification for the need for this leave before approving the leave. Employees may use a maximum of six (6) days per year of sick leave accrual for the purpose of family sick leave. In unusual instances, the department head may extend family sick leave provisions beyond six (6) days per

year. For the purpose of this subsection, "immediate family" shall mean the employee's spouse or domestic partner, parents and dependent children.

12.4 Doctor's Certificate

It is understood that the South San Joaquin County Fire Authority has a legitimate concern in preventing abuse of sick leave claims. If the Authority has a reason to believe that sick leave is being abused, it may request that any absence be verified. The Authority's right to verify an absence includes the right to require a doctor's excuse at any time. The Authority may prescribe forms to be used for said verification.

The Fire Chief may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of his/her position.

12.5 Sick Leave Upon Death

Upon death, the estate of the employee shall receive straight-time pay for all accrued sick leave in excess of 1,440 hours.

If an employee terminates or is terminated for any reasons, all accumulated sick leave up to 1,440 hours shall be canceled; provided however, accumulated unused sick leave shall be credited to such employee if the employee returns to South San Joaquin County Fire Authority employment within two (2) years of such termination.

12.6 Sick Leave Conversion at Retirement

Employees who retire with at least ten (10) years of service may elect to convert all accrued sick leave at the time of retirement to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay as defined in Subsection 7.3. The retired employee and their dependents shall be entitled to continued group health insurance coverage currently in effect with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted in conjunction with COBRA provisions. Thereafter, the employee and their dependents may continue to participate in the Authority's group health plan, at group rates, provided the Authority receives the employee's payment for the premium by the 10th of each month for the following month's coverage.

Terms of the Policy Agreement with the Authority's insurance carrier regarding coverage and eligibility shall apply to the employee and their dependents.

12.7 Retiree Health Savings Account

The Authority and the Union agree to implement a 414 (h) (2) vehicle which would provide a cash option, retiree health savings option, and the ability of the individual employee to set aside tax deferred monies from the employee's accrued leave balances.

The Authority agrees to meet within thirty (30) days of a written request by the Union to negotiate plan provisions. Such meetings shall conclude by June 30, 2007 and plan design and administration shall be developed through mutual agreement. The Authority agrees to review the feasibility of establishing a 414 (h) (2) through available plan administrators.

Features of the plan design will include:

- At retirement employees may utilize accrued sick leave hours (some or all hours accrued beyond the initial 1440) as a contribution to the 401 portion of the plan up to the legal maximum OR the employee may utilize all hours (including the initial 1440 hours) for retiree medical benefits;
- In the event the employee elects to utilize any portion of his/her accrued sick leave hours at retirement through the 401 portion of the trust, the first 1440 hours shall be deducted but any hours not contributed to the 401 portion of the plan may then be contributed to the Authority's existing Retiree Medical fund;
- A 90 day window prior to retirement for employees to make an irrevocable election; and
- Hours of sick leave utilized by the employee for retiree medical shall continue to be administered by the Authority.

Examples:

Employee A has 3000 hours of sick leave at retirement and opts to place 500 in the 401 account. First, 1440 is deducted from the 3000 leaving 1560 hours. Then the 500 is placed in the 401 account. The employee may then choose to use all remaining 1060 hours toward retiree medical.

Employee B has 3000 hours of sick leave at retirement and chooses to use only the retiree medical bank – so 3000 hours are available for retiree medical.

Other plan features shall be by mutual agreement. In addition, it is understood that the Authority shall seek legal counsel regarding the establishment of such a plan to ensure compliance with state and federal law. Until such time that this provision is fully implemented, employees who retire are not eligible to receive any accrued sick leave hours in cash.

The Authority's agreement to this provision is contingent upon securing a third party administrator.

12.8 Catastrophic Leave

Employees covered by this Memorandum of Understanding shall be eligible to participate in the Authority's Catastrophic Leave Program as described in Personnel Rules and Regulations Section 17.8 and the Authority's Catastrophic Leave Policy and Procedure.

Section 13. Workers' Compensation

All employees receiving disability payments under Workers' Compensation Laws shall be entitled to industrial accident leave in accordance with state laws and employment status.

Section 14. Disability Insurance

The Authority shall contribute \$77.77 per month on behalf of each represented employee as follows:

100% of the monthly premium for the LTD Plan provided by the Association through the California Association of Professional Firefighters (CAPF).

100% of the monthly premium for the Long Term Care policy provided by the Association through the CAPF.

In no case shall the Authority's total monthly contribution exceed \$77.77 per employee.

Section 15. Leaves of Absence

15.1 Approved Absence Without Pay

Upon written request, the Authority Fire Chief may grant an employee a leave of absence without pay for a definite period not to exceed one (1) year. Failure on the part of the employee absent without pay to return to duty within twenty-four (24) hours after notice of return shall be cause for discharge.

A leave of absence without pay up to three (3) days can be approved by the Fire Chief.

The Authority may pay health benefits for employees on approved leave of absence without pay as a result of illness or injury for up to sixty (60) days.

15.2 Bereavement Leave

In the event of a death in the immediate family of an employee, absence shall be allowed not to exceed five (5) consecutive calendar days. The employee may, with the department head's permission, utilize vacation, sick leave, or compensatory time, if additional leave is required. Such permission shall not be unreasonably refused. In the event of the death of a relative, not a member of the immediate family, absence from duty shall be allowed not to exceed one (1) day. Such absences shall not be charged to sick leave.

The immediate family of an employee is defined as: parents, stepparents, parents-in-law, spouse or domestic partner, child, stepchild, brother, sister, grandparents, grandchildren, brother/sister in-law, son/daughter in-law, or legal guardian or a person who is at least fifty percent (50%) dependent on an employee.

15.3 Military Leave

- (a) Military leave shall be granted in accordance with provisions of State and Federal laws. All employees entitled to military leave shall give the Fire Chief an opportunity within the limits of military regulations to determine when such leave shall be granted. An employee on military leave of absence who has been an employee of the Authority for not less than one year shall be entitled to receive Authority base salary for the first 30 calendar days of such absence. Pay for such purposes shall not exceed 30 days in any one fiscal year.
- (b) An employee returning from military duty shall be entitled to appointment to the same or a corresponding position with full base salary and benefits, including within-class pay step increases as would have been received had the employee remained for that period of time in active service with the Authority. Application must be made within six months of discharge. An employee returning to employment following military leave shall not be discharged without cause within one year after restoration.
- (c) Persons employed by the South San Joaquin County Fire Authority to fill positions made vacant by employees on military leave of absence shall hold such positions subject to being laid off upon any of the said employees being restored to their former positions. Employees

promoted to fill positions made vacant by employees on military leave shall hold such positions subject to being restored to their former positions upon return of the employee.

15.4 Maternity Leave

Maternity leave shall be granted in accordance with applicable State and Federal laws. Request for maternity leave must be submitted to the Fire Chief no later than the end of the sixth month of pregnancy.

15.5 Family and Medical Leave Act (FMLA)

The parties acknowledge the applicability of the Family and Medical Leave Act and the California Family Rights Act and intend to comply with these Acts.

15.6 Jury Duty

All employees shall be entitled to leaves of absence for a reasonable time necessary to appear as a witness in court, other than as a litigant, pursuant to a lawful subpoena, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

Any employee whose name shall be selected from the list of trial jurors to serve as juror in a civil or criminal action pending in a State or Federal Court convening in the State of California, shall be entitled to a leave of absence for all his/her regularly scheduled shifts during the court days of such service; provided, however, that the employee shall report to work if released from jury service prior to 5:00 PM and does not have to report to jury service the following day.

Such leaves of absence shall be granted with pay up to the amount of the difference between the employee's regular earnings and any amount he/she receives for jury or witness fees, with the exception of any mileage allowance, which shall be retained by the employee. Such leaves of absence shall not be charged against the employee's sick leave or vacation leave.

15.7 Voting Leave

Employees shall be granted sufficient time to vote during municipal, primary and general elections.

15.8 Absence Reports

Absence of all employees on vacation leave, sick leave, compensation leave and leaves without pay granted by the Fire Chief, shall be reported to the Human Resources Manager. Such reports of absence shall indicate the hour and date of employment and regular days off included within the period of absence.

15.9 Attendance

Failure on the part of an employee absent without leave to return to duty within 24 hours after notice of return shall be cause for discharge.

Section 16. Health Insurance

16.1 Medical

16.1.1 Plans Provided

The Authority offers CalPERS PEMHCA Health Benefits. During the term of this Agreement the Authority reserves the right to change medical providers and the parties shall meet and confer regarding any such change.

16.2 Dental

The Authority shall offer dental insurance coverage for full-time employees and their eligible dependents through the existing providers.

16.3 Vision Care

The Authority shall offer vision care benefits for full-time employees and their eligible dependents through the existing providers.

16.4 Life Insurance

The Authority provides Life Insurance in the amount of Fifty Thousand Dollars (\$50,000). This coverage will be mandatory for all employees. The Authority will fully pay the premium by adding the actual cost of the premium to the amount provided in the Cafeteria Plan each month.

16.5 Cafeteria Plan

16.5.1 Authority Contribution

The Authority shall maintain an account for each full-time employee in regular or probationary status within the Authority's cafeteria plan. The Authority shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family or employee only, to each employee's account.

16.5.2 Cash Out Options

The maximum cash payment shall be set at Nine Hundred and Three Dollars and ninety-seven cents (\$903.97) per month, less any payments made for selected medical, dental and/or vision plans. To exercise the "Cash Out" option, the member of the Association must provide the Authority with evidence of health care benefits.

16.5.3 Future Contributions

If premiums increase in the plans to which Authority employees subscribe effective January 1, 2017, the Authority will increase the Authority's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family

coverage.

For employees who elect employee only or employee plus one coverage, any Authority increase to the employee's account shall be limited to the amount necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage.

In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical, dental and/or vision plans, the Authority shall make a payroll deduction from the employee's pay to cover the difference in cost.

16.5.4 Approved Account Uses

The monies in an employee's account shall be used for one or more of the following purposes only: 1) payment of premium charges for the medical insurance program in which the employee is enrolled, 2) payment of premium charges for dental care, and/or 3) payment of premium charges for vision. The Authority also independently funds life insurance premiums through each employee's account.

Each employee shall provide the Personnel Officer or HR designee in writing on a form provided and at times designated by the Authority each year all information necessary to administer the Flexible Benefit Program during the twelve-month period beginning the first day of each plan benefit year. Thereafter, no changes to designations so made will be allowed until the following open enrollment period without a qualifying event

16.5.5 Notification of Changes In Number of Dependents

Each employee shall be responsible for providing immediate written notification to the Personnel Officer of any change to the number of his/her dependents which affects the amount of the Authority payment on behalf of the employee. Changes in flexible benefit payments required because of a change in an employee's number of dependents shall take effect at the start of the first pay period in the month next following the month in which advice from the employee is received by the Personnel Officer. No retroactive payments shall be allowed.

16.6 Flexible Benefits Plan (IRS Section 125)

The Authority agrees to maintain the Internal Revenue Code Section 125 Plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. The Authority will not treat these monies as compensation subject to income tax withholding unless the Internal Revenue Service or the Franchise Tax Board indicates that such contributions are taxable income subject to withholding. Each employee shall be solely and personally responsible for any federal, state or local tax liabilities of the employee that may arise out of the implementation of this section or any penalty that may be imposed therefore.

Section 17. Probationary Period

17.1 Purpose

All new and promoted employees shall serve a probationary period. The probationary period shall be considered the last portion of the selection process. Its purpose is to allow the Authority Fire Chief or, under his direction, the Fire Chief, to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of new or promoted employees and to determine whether the employee is fully qualified for the position.

17.2 Duration

The probationary period for new employees shall be twelve (12) months from date of hire. Merit increases from Step A to B will occur after twelve (12) months on the basis of merit.

The probationary period for promoted employees shall be twelve (12) months.

Any employee who is in a probationary status may be rejected without cause, without right of appeal and without recourse to the Grievance Procedure as provided in Section 22 hereof.

17.3 Promotion

Any employee, who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion, including his/her seniority. Those rights can only be affected for cause.

The Fire Chief may extend the probationary period in three month increments not to exceed one (1) year if he/she feels additional time is necessary to adequately evaluate the employee.

17.4 Probationary Reports

A performance report of each probationary employee shall be made by the Fire Chief or their designee at regular intervals during the probationary period according to rules established by the Authority Fire Chief.

Section 18. Miscellaneous Personnel Actions

18.1 Vacancies in the Classified Service

All vacancies in higher positions in the classified service shall be filled by promotion from within if the following conditions are met:

- a) The Authority Fire Chief determines that the best interests of the Authority will be served by promoting from within
- b) The person to be promoted meets the minimum qualifications of the promotional position
- c) Any promotional examination shall comply with the Authority, State and Federal rules and regulations governing competitive examinations

18.2 Vacancies in Authority Service

All vacancies in the Authority's service shall be filled by restoration, promotion, transfer, demotion, reinstatement, or by appointment from an employment list used in the following order:

- a) By appointment of eligible candidates from reemployment lists;
- b) By appointment of eligible candidates from promotional lists;
- c) By appointment of eligible candidates from an open eligibility list; individuals on a lateral entry employment list may be considered for appointment.

The number of candidates on a promotional list shall exceed by two (2) the number of vacancies to be filled. Should the number of available candidates on the initial promotional list fall below two (2) available candidates, the human resource Director may certify the promotional list in accordance with the Authority rules and regulations.

Promotional examinations scheduled by the Authority during an employee's regular working hours may be taken without loss of compensation.

18.3 Demotion

The Authority Fire Chief may demote an employee who so requests it, or whose ability to perform his required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications.

18.4 Suspension

The Authority Fire Chief may suspend an employee without pay from his/her position in accordance with disciplinary procedures indicated in Section 21.6. Suspension without pay shall not exceed thirty (30) calendar days.

The Fire Chief may suspend an employee after affording due process rights for not more than three (3) working days for any one offense.

Section 19. Layoff and Recall

Permanent employees may be laid off, without prejudice, due to lack of funds or curtailment of work. No permanent employee, however, may be separated while there are temporary employees serving in the same or allied classification or position in the Authority service, unless that employee has been offered the temporary work.

When the Fire Chief is instructed by the Authority Fire Chief to reduce the number of employees, layoffs shall be made in accordance with the following rules below, (a) through (e) inclusive:

- (a) Layoffs shall be by job classification according to reverse order of seniority as defined by total Authority service
- (b) The employee to be laid off may displace the least senior employee in the lateral or next lower classification in which he previously held permanent status, provided the displaced employee has less total Authority service. Total Authority service means Authority service as a full-time employee
- (c) An employee may demote or transfer to a vacant position in a classification for which they possess the necessary skills as determined by the minimum qualifications and job

specifications for the position

- (d) The name of each employee laid off shall be entered on a Reemployment List in order of seniority for two (2) years
- (e) Former employees appointed from a reemployment eligibility list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off
- (f) The Authority Fire Chief may require former employees appointed from a reemployment list to undergo a physical examination, including a drug test

When a vacancy lasting more than twelve (12) consecutive months occurs within the represented ranks due to injury or illness, an employee may be promoted to fill the position on a temporary/interim basis. If the injured/sick employee should return to full unmodified duty, the Fire Chief may demote the employee in the interim position in accordance with the following rules below, (a) through (e) inclusive:

- (a) Demotion shall be by job classification filled in the interim basis according to reverse order of seniority as defined by total time in grade.
- (b) The employee to be demoted may displace the least senior employee in the lateral or next lower classification in which they previously held permanent status, provided the displaced employee has less total time in grade. Total time in grade means service as a full-time employee in their previously held position.
- (c) An employee may demote or transfer to a vacant position in a classification for which they possess the necessary skills as determined by the minimum qualifications and job specifications for the position.
- (d) The name of each employee demoted shall be entered on a Reemployment List in order of seniority for two (2) years.
- (e) An employee demoted from an interim position will not be required to retest for the position for the duration of time in which their name is on the reemployment list.

Section 20. Separation from Service

20.1 Resignation

Any employee wishing to resign from employment shall file with the Fire Chief a notice of intention to leave at least two (2) weeks in advance. Upon completion and signing of a form disclosing the reasons for leaving, the resigning employee shall be entitled to their final paycheck following completion of their final day's work.

20.2 Reinstatement

A permanent employee who has resigned in good standing may request a reinstatement and the Authority Fire Chief may reinstate such employee to a vacant position, if the Authority Fire Chief determines reinstatement will be in the best interest of the service.

The Authority Fire Chief may require such employee to submit to a physical examination, including a drug

test, and may require the employee to serve a new probationary period. Upon reinstatement, seniority and Authority seniority, with the exception of rank seniority, shall be restored to total Authority service incurred up to the date of the separation of employment from the South San Joaquin County Fire Authority.

20.3 Termination Interview

Employees terminating Authority employment, for whatever reason, shall be interviewed by their immediate supervisor who shall advise the employee of both theirs and the Authority's rights under the terms of resignation and shall ascertain the reasons for termination of employment.

20.4 Discharge

An employee may be discharged at any time by the Authority Fire Chief for cause. Whenever it is the intention of the Fire Chief to discharge an employee, the Authority Fire Chief shall be notified and his/her prior approval obtained.

Section 21. Employee Conduct and Discipline

21.1 Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon the South San Joaquin County Fire Authority.

21.2 Financial Affairs

Employees shall so arrange their personal financial affairs that creditors and collection agencies will not have to make use of the Offices of the Authority Fire Chief, Division Chiefs, nor the Controller, for the purpose of making collections.

21.3 Outside Employment

Employees may be employed in other jobs but other employment shall not be a job which provides an essential emergency service that would be a conflict of interest with the fire service job.

Employees may not carry on, concurrently with their public service, any private business, public office, employment or undertaking, attention to which affects the time or quality of their work, or which creates a conflict of interest with their Authority employment.

21.4 Private Use of Authority Equipment

No Authority facility or equipment shall be put to any private use without the permission of the Authority Fire Chief.

21.5 Disciplinary Action

This section shall apply to the following disciplinary actions:

Suspension

Demotion/Reduction in Pay
Discharge
Written Reprimand

21.6 Causes for Disciplinary Action

Disciplinary actions may be imposed upon any employee for cause. The following shall constitute cause for disciplinary action against an employee. However, cause for discipline is not limited to the following:

- (a) Fraud in securing employment
- (b) Incompetency
- (c) Inefficiency
- (d) Inexcusable neglect of duty
- (e) Insubordination
- (f) Dishonesty
- (g) Being under the influence of alcohol or controlled substance while on duty
- (h) Inexcusable absence without leave
- (i) Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section
- (j) Discourteous treatment of the public or other employees
- (k) Misuse of Authority property
- (l) Violation of any established Authority/departmental rule, regulation, policy and/or manual.
- (m) Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age, against the public or other employees while acting in the capacity of a Authority employee. All disciplinary actions shall be conducted in accordance with the Firefighters Bill of Rights.

21.7 Manner of Reprimand

If the Authority has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

21.8 Skelly Notice

The Authority agrees to give an employee, who is being disciplined, at least eight (8) calendar days' notice of such disciplinary action, as provided in Section 21.5.

Section 22. Grievance Procedure

22.1 Definition

A grievance is hereby defined as any dispute that involves the interpretation or application of this agreement or disciplinary action taken against an employee, or the application of the Personnel Rules, or the application of departmental rules.

It is the expressed intent of the parties that grievances be resolved at the lowest possible administrative

level. Toward this objective, the following steps are prescribed:

22.2 Confidentiality and Privacy Rights

22.2.1 Meetings and Hearings

Except as provided by the Authority Personnel Rules and Regulations and unless requested otherwise in writing by the grievant, all meetings and hearings for any disciplinary matter shall be private and confidential, and shall include only the parties, Authority representatives, and Union representatives, witnesses, and other necessary attendees.

22.2.2 Release of Arbitration Award

The parties agree that written arbitration decisions are public records. If a grievance results in a written arbitration decision and the Union releases the arbitration decision to third parties, the Authority may disclose any information contained within the arbitration decision to third parties. Neither the Authority nor Union shall release any information not contained in the arbitration decision or that is not a public record, except communications permitted by law.

22.3 Procedure

Step 1 (a) Informal Discussion

The bargaining unit member or the Union representative may present the grievance orally to the immediate supervisor within ten (10) calendar days from such time as the bargaining unit member or Union should reasonably have been aware of the occurrence of the incident giving rise to the grievance. The supervisor shall provide his/her response within ten (10) calendar days following the informal discussion.

(b) Formal Submission

Should the grievance remain unresolved, the bargaining unit member or Union representative may submit the grievance, in writing, to the Division Fire Chief. The formal submission shall be made within ten (10) calendar days of the supervisor's response to the informal presentation of the grievance, or, if no response is received, at the conclusion of the ten (10) day period provided for informal discussion. If the grievance is not submitted within these timelines, the grievance shall be considered resolved. The grievance shall state the specific section of the Memorandum of Understanding, the Personnel Rules and Regulations, or Authority Rules alleged to be violated, or the disciplinary action taken, and the proposed solution. The Fire Chief, or his/her designated uniformed representative, shall render a decision in writing to the bargaining unit member and/or Union within ten (10) calendar days of receipt of the formal submission of the grievance. Copies of all written grievances filed by bargaining unit members shall be provided to the Union within a period not to exceed five (5) calendar days. Copies of responses thereto shall also be provided to the Union.

Step 2 Appeal to Fire Chief

Should the grievance remain unresolved, the bargaining unit member or Union representative may, within ten (10) calendar days after receipt of the Division Fire Chief's decision, submit the grievance in writing to the Fire Chief. The Fire Chief (or designated sworn uniformed representative) shall respond to the grievance in writing ten (10) calendar days after receipt of the grievance.

It is understood that nothing shall preclude the Union from presenting a grievance to the Fire Chief if it is deemed that such action is warranted by the nature of circumstances of the grievance.

Step 3 Bargaining Unit Member Relations Officer – Union Representative

Except for a grievance concerning a verbal or written reprimand which may not be appealed beyond Step two (2) of this procedure, should the grievance remain unresolved, the bargaining unit member or Union representative may, within ten (10) calendar days after receipt of the department head response, submit the grievance in writing to the Employee Relations Officer. The Employee Relations Officer, or a designated representative, shall investigate the case and either respond to the grievance or meet with the bargaining unit member and/or assigned Union representative within ten (10) calendar days of submission and attempt to resolve the dispute.

Step 4 Conflict Resolution Team Process

The Authority and the Union encourage the grievant and the Authority to participate in a joint Authority-Union conflict resolution process. If mutually requested or agreed upon by the grievant and the Authority, a Conflict Resolution Team (CRT) shall schedule a conflict resolution meeting. The Union shall appoint two members of the conflict resolution team, the Office of Personnel shall appoint one member of the conflict resolution team, and the Authority shall appoint one member. While the CRT is meeting with the grievant and the Authority, the Union and the Authority may agree to extend applicable time limits. The CRT may request the assignment of a mediator from the State Conciliation and Mediation Service.

Step 5 Adjustment Board and Arbitration

Should the grievance remain unresolved, either the Authority or the Union may, within fourteen (14) calendar days of said meeting, submit the grievance to an Adjustment Board comprised of two (2) Association representatives, no more than one (1) of whom shall be either an employee of the Authority or an elected or appointed official of the Association, and two (2) representatives of the Authority, no more than one (1) of whom shall be either an employee of the Authority or a member of the staff of any organization employed to represent the Authority in the meeting and conferring process.

If an Adjustment Board is unable to arrive at a majority decision, either the Association or the Authority may require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Association and the Authority Fire Chief, or their designated representative. If such an agreement is not reached, the arbitrator will be chosen by each party alternately striking one name at a time from the following list of arbitrators until only one name remains:

1. Bonnie Bogue
2. Morris Davis
3. John Kagel
4. Frank Silver
5. Carol Vendrillo
6. Matt Goldberg
7. Luella Nelson
8. Wilma Rader
9. Alexander Cohn
10. Fred D'Orazio

The fees and expenses of the arbitrator and of the Court Reporter, shall be shared equally by the Association and the Authority. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.

Decision of Adjustment Boards on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

If arbitration is selected, it is agreed that the decision of the arbitrator shall be final and binding on all parties and that the arbitrator's fees shall be borne equally by the parties. The arbitrator shall have not power to add to or subtract from the provisions of this Agreement, the Personnel Rules and Regulations, or departmental rules.

22.4 Time Limits

Time limits prescribed in this agreement may be extended by mutual agreement of the parties. Failure by the bargaining unit member or Union to follow time limits, unless so extended, shall nullify the grievance. Failure by the Authority to follow the limits unless so modified, shall cause the grievance to move to Step 2 or to Step 3, whichever is the next level.

22.5 Consolidation

Concurrent grievances alleging violation of the same provision shall be consolidated for the purpose of this procedure as a single grievance.

22.6 Immediate Dispute Resolution

In the event there is a dispute regarding the interpretation of application of this Agreement that imminently affects the Authority's interests, the Union, or a substantial number of members represented by the Union, either the Authority or the Union may request suspension of the grievance process as described in Section 22.3 of this Article and proceed to immediate resolution discussions with the Fire Chief, the Employee Relations Officer, and a Union representative. Such discussions shall be concluded within 45 days of the date of the initial request for same and the action which prompted the request for immediate dispute resolution shall be stayed, pending discussion/conclusion.

Should the dispute still not be resolved, it may be submitted directly to an arbitrator selected in accordance with the procedure detailed below.

An arbitrator to hear such case shall be selected by the parties from a panel of four professional neutral arbitrators, two submitted by each party when proceeding to arbitration pursuant to this section. The first arbitrator, selected at random, available within a 48 hour period shall be selected.

In any such case the arbitrator shall have not power to add to or to subtract from the provisions of this Agreement, the Personnel Rules, or departmental rules or orders in rendering his/her award. Pending prompt and immediate decision of the arbitrator, the stay of intended action giving rise to the dispute shall continue in effect.

It is expressly understood and agreed that the provisions of this Section shall not be invoked for actions involving individual bargaining unit member disciplinary actions or grievances.

22.7 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Authority Fire Chief. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances. No adjustment shall be retroactive for more than thirty (30) days from the date upon which the complaint was filed.

22.8 Mutual Agreement on Changes

No changes in the Memorandum of Understanding or interpretations thereof (except interpretations resulting from Adjustment Board or Arbitration proceedings hereunder) will be recognized unless agreed to by the Authority Fire Chief and the Association.

22.9 No Strike

The Association, its members and representatives, agree that during the term of this Memorandum of Understanding, it and they will not engage in, authorize, sanction, or support any job action including but not limited to any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound), or the refusal to perform customary duties.

Section 23. Authority Rights

Except as modified by this Memorandum of Understanding or applicable laws the South San Joaquin County Fire Authority retains the exclusive rights and functions of management including, but not limited to the following:

- (1) To direct employees
- (2) To hire, promote, transfer and assign employees in positions not inconsistent with applicable classifications and/or job specifications
- (3) To dismiss employees because of lack of work or for other just cause.

(4) To reprimand, demote, suspend, discharge or otherwise to discipline employees for proper cause or for violation of the Authority's Rules and Regulations

(5) To determine the mission, the budget and the organization of the Authority, including the number of employees and the methods and technology of performing their work

(6) To take whatever additional action may be necessary in order to carry out and direct the employees' mission in situations of emergency

(7) To review, revise and/or establish job duties, workloads and workload standards as necessary during the term of this Memorandum of Understanding.

(8) The Authority agrees to the extent required by Government Code Section 3500, etc. seq. to meet and confer, upon request, with unit representatives concerning the practical consequences or impact upon the bargaining unit or bargaining unit members of any management decisions modifying or changing wages, hours and working conditions, provided that the Authority's duty to meet and confer hereunder shall require it to delay implementation of such management decisions for no more than thirty (30) days from the date it notified the Association in writing of its proposed action (measured from date of mailing by certified mail). Nothing above shall allow the Authority to violate any provision of this Memorandum of Understanding, and Association shall have the right to grieve any such violation as provided in Section 22.

Section 24. General Provisions

24.1 Safety

24.1.1 Safe Work Conditions

The Authority shall provide and maintain safe working conditions and the Association will cooperate to that end. Employees shall work in a safe manner. No employee shall be required to work in an area where conditions exist that are unsafe or detrimental to health without adequate and proper protective clothing and/or equipment.

24.1.2 Safety Equipment

The Authority shall continue to supply employees with all safety equipment required by the Authority and/or Cal/OSHA. All employees furnished such equipment or payment for such equipment shall use the equipment for the purposes and uses specified under applicable safety rules and regulations.

24.1.3 Blood Borne Pathogens

The Authority agrees to comply with Cal-OSHA regulations regarding Blood Borne Pathogens and ensure that all employees are trained in the proper procedures; replaces Letter of Understanding Regarding Blood Borne Pathogens, signed by TFFA President and Assistant Authority Fire Chief on June 26, 2006 and July 13, 2006, respectively.

24.2 Physicals

The Authority shall continue to provide a complete physical examination every other year for employees under age thirty-five (35) and once a year for those age thirty-five and over.

All new employees shall pass the above physical and pass a physical fitness test, as described in Section 24.3, once per calendar year (as scheduled by the Fire Chief) as part of the minimum qualifications for employment. All new employees shall be non-smokers as part of the minimum qualifications for employment.

24.3 Physical Fitness Program

(a) Testing. All sworn personnel covered under this MOU must take a physical fitness exam every two years, as scheduled by the Fire Chief. It is the goal of this Physical Fitness Program that all employees will routinely pass the fitness test. The test components for fitness will consist of a review of medical history and a treadmill stress test with 12 lead EKG administered by the Authority's designated physician. Minimum standard for the fitness performance is "Bruce Protocol", level four (4) or higher.

Any employee who fails to pass the test will be placed on a supervised remediation program by the administering physician. They will be allowed to retest two times in a six-month period after the failure.

Failure to complete/pass the above testing will require the individual to participate in a remedial program to progress to minimum Authority standards as prescribed by the Authority's physician. Reevaluation will take place in a period determined by the Authority's physician.

Failure to meet minimum standards at this point would require the doctor to individually reevaluate the program and participation in said program, make corrections and reevaluate in another 30-60 day period as determined by the city's doctor. If there is failure to meet minimums after the second reevaluation, the doctor shall determine if individual has the capacity to continue at full-time line capacity. The above test procedure may be used as return to work/fitness for duty as determined by the Fire Chief.

If at any time a determination is made by the doctor that the individual performance level may cause him/her to constitute possible harm to themselves or others in the performance of their duties, they shall be removed from line duty immediately. In the event the employee is determined by the Authority's physician to be ineligible to return to work and is not allowed to perform alternate duties, the employee shall be referred to his/her personal primary care physician and shall be placed on sick or other accrued paid leave until a determination is made regarding the employee's fitness for duty. The employee shall be entitled to contest the determination through a second and if necessary, third tie-breaker opinion. The costs of the second/third opinions shall be paid by the employee.

An employee should promptly submit an application for Workers' Compensation Benefits if the employee is taken off work status due to the results of a physical fitness test and the employee reasonably believes that the medical condition is work related. If the employee's Workers' Compensation application is ultimately granted, the Authority will credit any accrued paid leave used by the employee as a result of being taken off work status.

(b) Exemptions. Short Term exemptions from the testing requirement may be given for medical reasons. Exemptions will be granted by the Fire Chief when proof of medical necessity is demonstrated.

(c) Incentive. Employees will be eligible for a paid fitness incentive after satisfactory completion of

probationary status in the Fire Authority. Eligible department members passing the fitness testing will be paid \$50 per month. Employees who fail a portion of the fitness testing will cease to receive this incentive immediately. The incentive will not be reinstated until after satisfactory completion of all testing elements.

(d) Workout Time. Workout time will be managed through written departmental policy. Work out periods shall be utilized by all personnel. Any required records shall be turned into the Training Officer as verification of compliance.

(e) Disciplinary Action. Any employee who fails to participate and/or is placed in the remedial program and who fails to make satisfactory progress towards fitness, as determined by the Authority's physician, will be referred to the Fire Chief and subject to disciplinary action up to and including termination. Employees may go to their own doctor prior to any disciplinary action.

(f) HAZMAT members. Those departmental personnel who are members of the HAZMAT team and receive the associated incentive pay shall be required to participate in additional testing beyond the above mentioned examinations. Blood work consisting of a CVC and Comprehensive Metabolic Panel (Chem Panel 20) as well as respiratory clearance in the form of a spirometry test with interpretation are required.

(g) Federal and State Laws. In order to comply with state and federal mandate changes, the South San Joaquin County Fire Authority reserves the right to alter the requirements for the Fitness Program, and this would be a meet and confer item.

(h) Future Program. If the Authority develops a successor program it shall meet and confer with the Association prior to implementing that new program.

24.4 Americans With Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA)

The Authority and the Union recognize that the Authority has an obligation, under law, to meet with individual employees who allege a need for reasonable accommodation in the workplace because of a disability. If, by reason of the aforesaid requirement, the Authority contemplates actions, which are in potential conflict with any provision of this Memorandum of Understanding, but which are to provide reasonable accommodation to an individual employee in compliance with the ADA and FEHA, the Union will be advised of any such proposed accommodation prior to implementation by the Authority.

24.5 Modified Duty Assignments

The Authority will endeavor to provide modified duty assignments, in a nondiscriminatory manner to employees injured on the job; provided, however, that employee's injured on-duty shall be given preference for available modified duty assignments, before employees injured off the job. Such assignments shall be based upon the needs of the department and shall be within the medical limits set by the employee's treating physician.

Section 25. New Work

In the event the Authority introduces new work which the Association believes does not fall within any of the existing classifications, the Authority and the Association shall, upon written request, meet and confer with respect to the base salary or other terms and conditions of such work.

Section 26. Negotiations Start-up Date

Both the Authority and the Association will make every effort to start negotiation discussions at least 6 months before the expiration of the term of the agreement on or before January 15, 2020.

Section 27. Total Agreement

This Memorandum of Understanding constitutes a full and complete agreement by the parties and contains all of the matters upon which the parties have reached agreement. Any matter not contained in this Memorandum of Understanding has not been agreed upon and, if raised in negotiations, was dropped by the party raising it as part of a good faith attempt to reach agreement.

Section 28. Separability of Provisions

Should any section, clause or provision of this Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer concerning substitute provisions for provisions rendered or declared illegal.

Section 29. Past Practices and Existing Memoranda of Understanding

The term of this agreement is from July 1, 2020 through June 30, 2021.

This Memorandum of Understanding shall supersede any prior Memorandum of Understanding, rules or regulations, or past practices in direct conflict with the provisions hereof.

Made and entered into this Xth day of XXXX 2020.

TRACY FIREFIGHTERS' ASSOCIATION

CITY OF TRACY

By: _____
Paul O'Neal, TFFA President

By: _____
Randall Bradley, Authority Fire Chief

By: _____
Ken Martin, Labor Consultant,
Mastagni Law

Resolution No. _____

RESOLUTION OF BOARD OF DIRECTORS OF THE SOUTH SAN JOAQUIN COUNTY FIRE AUTHORITY APPROVING AND ADOPTING THE AUTHORITY'S RESOLUTION FOR THE UNREPRESENTED EMPLOYEE GROUPS

WHEREAS, The Board of Directors of the South San Joaquin County Fire Authority (Authority) desires to establish the salaries, benefits, and terms and conditions of employment for the unrepresented employee groups; and

WHEREAS, The Authority has identified the following groups of unrepresented employees: Professional and Technical, Administrative and Confidential, Non-Safety Management, and Safety Management; and

WHEREAS, The Authority has come to agreement on a salary and benefits plan and terms and conditions of employment for the unrepresented employee groups and desires to incorporate such into one resolution; and

WHEREAS, The Authority has incorporated the salaries for the unrepresented employee groups into a master pay schedule for public posting.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Directors of the South San Joaquin County Fire Authority hereby approves and adopts this Resolution of the Unrepresented Employee Groups and approves an updated Authority Wage Schedule, effective Month 1, 2021.

The foregoing Resolution 2021-_____ was adopted by the Board of Directors on the ____ day of August 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____

Board Chair

CLERK ATTEST: _____

Approved as to form: _____



South San Joaquin County Fire Authority
Compensation and Benefits Plan
for the
Unrepresented Employee Units

Resolution No.:

Established: Month X, 2021

Revised:



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Wages and Benefits Plan

Unrepresented Employee Groups

Professional and Technical
Administrative and Confidential
Non-Safety Management
Safety Management

1 **Purpose and Intent**

The Board of Directors of the South San Joaquin County Fire Authority desires to establish a Wage and Benefits Plan for the Unrepresented Employee Groups. This Resolution establishes the rules governing compensation and benefits for unrepresented employees. All employee groups under this Resolution are also subject to the provisions and direction in the Authority's Personnel Rules. The Fire Chief is empowered to grant compensation adjustments as specified in the Resolution for the Unrepresented Employee Groups Compensation and Benefits Plan. This manual supersedes the Authority Personnel Rules when such language conflicts with this manual.

The Authority is committed to recruiting and maintaining a high-performing and qualified staff. The following plan provides the basis for recognition, benefits, and compensation, **effective Month 1, 2021 through June 30, 202X.**

2 **Unrepresented Employee Groups**

Unrepresented employees are covered in this plan under four distinct units as follows:

2.1 **Administrative and Confidential**

Executive Assistant*
Administrative Assistant I/II*
Administrative Technician
Accounting Technician

These classifications are non-exempt under the Fair Labor Standards Act (FLSA) and subject to overtime regulations.

*The Executive Assistant and Administrative Assistant classifications are privy to discussions on matters within the scope of bargaining and are, therefore, designated as Confidential under the Meyers-Milias Brown Act.



2.2 Professional and Technical

Fire Inspector
Plan Check Examiner
Building Permit Technician I/II
Project Specialist

These classifications are non-exempt under the Fair Labor Standards Act (FLSA) and subject to overtime regulations.

2.3 Non-Safety Management

Management Analyst I/II
Fiscal Analyst I/II
Human Resources Analyst I/II*

Management classifications are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

*The Human Resources Analyst classifications are privy to discussions on matters within the scope of bargaining and are, therefore, designated as Confidential under the Meyers-Milias Brown Act.

2.4 Safety Management

Fire Division Chief
Emergency Medical Services Manager**

Management classifications are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

** The Emergency Medical Services Manager classification may be included in either the Safety or the non-Safety management group depending on incumbent qualifications and the operational needs at hire.

3 Hours and Days of Work

3.1 Work Week

The work week for non-exempt employees on 9:80 schedules will begin and end mid-day on the alternating day off for the schedule.

The work week for non-exempt 40-hour, and all other types of employees other than those on a 9:80 schedule shall begin on Sunday morning at 0700 and end on Sunday morning at 0659 and workday shall mean 12:00 a.m. to 11:59 p.m.



The designated workweek shall remain permanent and may be changed only as a result of major changes in operations, payroll procedures, or as otherwise necessary in order to deliver services as efficiently and economically as possible.

3.2 Work Schedule

The designated work schedules may be changed only because of major changes in operations, payroll procedures or as otherwise necessary to deliver services as efficiently and economically as possible. Except under exigent circumstances, changes in work schedules, work weeks, or work periods will be communicated in writing with reasonable prior notice.

4 Compensation

4.1 Salary Plan

All salary ranges are posted on the Authority's website as a publicly available wage schedule and are therefore incorporated into this Resolution.

All rates of pay set forth in a salary range and posted on the Authority's website represent the standard rate of pay for full-time employment for each classification. Except as provided for otherwise within this Resolution, employees occupying a position in a classification covered by this Resolution shall be paid at a base salary within the range established for that position's classification. There shall be a five-step salary range for all classifications.

The salary ranges for all classifications covered in the plan shall be increased as outlined in this Section.

4.2 Equity Increases

There shall be no equity increases for the employees covered under this Compensation and Benefits Plan for the term of this agreement.

4.3 Cost of Living Adjustments

Effective the first full pay period of July 2020, employees shall receive a wage increase equal to four percent (4.0%).

4.4 Step and Payment of Wages

The Fire Marshal is authorized to set the salary of Unrepresented positions at any step within the salary range. Wages will be paid every fourteen (14) days on a retrospective basis. Compensation or reimbursement that is not related to regular and overtime hours of work, will be separately identified and except as required by Internal Revenue Service (IRS) regulations or other laws or regulations, will not be included for tax purposes.



4.4.1 Salary upon Promotion or Demotion

Salary upon promotion or demotion will be set in accordance with the procedure outlined in the applicable section of the Authority Personnel Rules.

4.4.2 Working in a Higher Class

Acting Assignment: An Assignment in a vacant higher classification to perform the full range of duties and responsibilities of the position during the temporary or permanent absence of the incumbent. For most such assignments, the provisions in Government Code Section 20480 will apply and the assignment must be limited to no more than nine-hundred and sixty (960) hours in a fiscal year.

Temporary Upgrade: An incidental assignment of a short duration normally a few days to two weeks performing work of a higher classification which may or may not include performing the full range of the duties. This may be to serve as lead or supervisor for the day or as a stretch opportunity to cross train or gain additional skills.

4.5 Components of Salary

4.5.1 Base Salary

This is the amount set at any step within the range and at initial appointment. Base Salary is subject to adjustment until the employee reaches the top step of the range. Base salary may be adjusted by the Fire Chief, at hire based on impediments to hiring or the possession of unique skills beneficial to the Authority or based on meritorious performance and the recommendation of the Division Chief, but not to exceed the established range.

4.5.2 Overtime

Non-Exempt employees are subject to the provisions of the Fair Labor Standards Act (FLSA) regarding compensation for overtime worked.

Overtime is defined as hours worked in excess of the employee's regular work shift that has the prior approval of the Division Chief or designee. With the approval of their supervisor and the Division Chief, a non-exempt employee may incur and record overtime in any given pay period (recorded in 15-minute increments). Leave time, whether paid or unpaid, is not included in computing the work period for overtime purposes.



- a) If an employee is required to perform unanticipated overtime of two (2) hours or more, the Authority must pay a meal allowance of seven dollars (\$7) to the employee. "Unanticipated overtime" means that the affected employee did not receive notice of the overtime until the same day as the overtime assignment occurred. Additionally, the two (2) hour minimum must occur at a time which would normally include the employee's regular mealtime.
- b) Call-Back Pay. Call Back Pay is paid when an employee is called for unscheduled or emergency work after the employee has returned home from a regular shift or on a day outside of the employee's regular shift. Call Back Pay is not paid when the work is scheduled or when the work is continuous with a regular shift. When an employee is called back to work, s/he shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the employee's base hourly pay rate. The minimum of two (2) hours shall apply to the first call-back and to any subsequent call-back after two (2) hours has expired from the original call. Employees called back on an Authority holiday shall be paid a minimum of three (3) hours at time and one-half of the employee's hourly rate of pay. All work (other than employee's regularly scheduled work hours) performed under the call-back provision shall be compensated at one and one-half (1 1/2) times the base hourly rate of pay. Approved and appropriate leave time taken during the employee's regular work schedule prior to or after call-back shall not preclude payment of overtime during call-back.

4.5.3 Assignment Pay

Non-Exempt Confidential Employee Pay. Non-exempt confidential employees will receive \$50 per month confidential assignment pay, prorated per pay period.

Division Fire Chiefs – Assistance by Hire/Back-fill. Division Fire Chiefs assigned to work with other entities through "Assistance By Hire" or "California Fire Assistance Agreements" and/or Fire Division Chief's backfilling for Fire Battalion Chiefs on assignment to work through "Assistance By Hire" or "California Fire Assistance Agreements" shall be eligible for compensation at a rate equivalent to time and one half of the employee's base hourly rate as provided on the Authority Master Salary Schedule for each hour of such assignment if the contract for such assignment, or the conditions of reimbursement from the third party, provide for reimbursement of said costs.



5 Probationary Period

Employees in the Unrepresented Employee Groups will serve a probationary period as provided for and defined in the Authority's Personnel Rules.

5.1 Effect of Probationary Period

The Fire Chief may terminate, without cause, an employee at any time during the probationary period. Said employee shall have no recourse to any provisions for appeal set forth in the rules and regulations, except where there is an allegation of discriminatory bias, in which case, the formal appeal process may be used. An employee rejected during the probationary period following a promotional appointment shall be reinstated to the classification from which he/she was promoted if a vacancy exists in such classification, unless the employee is discharged for cause as set forth in the Authority's Personnel Rules and this Resolution and. If no vacancy exists in the classification from which the employee was promoted, the employee may exercise the displacement procedures set forth in the Authority's Personnel Rules. Probationary promotional employees are exempt from this section in cases of dismissal for cause. For purposes of this section, "Discriminatory bias" shall be defined to be consistent with the specific bases for protections against employment discrimination as provided under California Government Code section 12940(a) of the California Fair Employment and Housing Act ("FEHA").

5.2 Probation Upon Promotion

An employee, who has gained permanent status and thereafter accepts a promotion, may be rejected during the probationary period without cause. Said employee shall retain all other rights of a permanent employee in the classification held prior to promotion. Those rights can only be affected for cause.

The Fire Chief, upon recommendation by a Division Chief, may extend the probationary period in three-month increments, not to exceed one (1) year, if the Fire Chief feels additional time is necessary to adequately evaluate the employee.

6 Leaves

Upon written request, the Fire Chief may grant an employee a leave of absence without pay for a definite period, not to exceed one (1) year. Failure on the part of the employee, absent without pay, to return to duty within 24 hours after the last date of the approved leave shall be cause for discharge. For leaves of absence without pay for reasons which qualify as leave under the Family and Medical Leave Act, the Authority will pay health benefits in accordance with the provisions of the Family and Medical Leave Act. Classic CalPERS employees should be informed



that a leave without pay of longer than six months may cause a break in service that would change their status to "New Member" and PEPRA formulas.

6.1 Vacation

All regular full-time employees in Unrepresented employee units shall accrue vacation prorated per pay period at the following rates:

0-5 years	96 hours per year
6-10 years	136 hours per year
11-15 years	176 hours per year
16-20 years	192 hours per year

Full-time employees in the Management and Confidential Units will also accrue the following vacation benefits after 21 full years of service.

21+ years	216 hours per year
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6.1.1 Vacation Accumulation

Earned vacation time may be accumulated from year to year, but an employee shall not be allowed to accumulate more than two (2) times their current annual vacation entitlement.

Except as provided below, an employee who has reached their maximum allowable accumulation will not accrue vacation leave until such time as their vacation leave balance drops below the applicable maximum accumulation.

With prior written approval from the Fire Chief, an employee may accumulate vacation leave in excess of the above-described limit. The decision of the Fire Chief is final.

6.1.2 Vacation Usage

All employees shall be entitled to vacation leave with pay upon completion of six months of employment. The Division's vacation schedule shall be established with primary consideration for the needs of the Authority, but with as much regard as possible for the wishes of the employee and in accordance with current Authority policies. Leave may be taken only after it has been earned, subject to the above restrictions. Leave is earned once payroll has posted. No employee may take vacation during the first six months of employment.



6.1.3 Vacation Sell Back

The hourly rate of pay for vacation sell back shall be the employee's annual salary, divided by the annual hours of work. The total vacation sell back allowed twice each calendar year shall not exceed fifty percent (50%) of an employee's accumulated vacation leave but no more than the equivalent of one year's earning rate for vacation. The Authority will develop Internal Revenue Service tax code compliant procedures for the sale of leave accruals by the end of calendar year 2022.

6.2 Holidays

Full-time employees will be entitled to observe all authorized holidays as listed in the Authority's Personnel Rules at full pay, not to exceed eight (8) hours for any one day.

6.2.1 Floating Holidays (16 hours)

Unrepresented employees who are serving or have successfully completed a probationary period are entitled to sixteen (16) hours of floating holiday time. Floating holidays are available for use from the first day of employment.

Additionally, all holidays proclaimed by the Governor of the State of California or the President of the United States will be granted as holidays.

6.2.2 Saturday and Sunday Holidays

If a holiday should fall on a Sunday, the employee shall be granted Monday as a holiday. If a holiday falls on a Saturday, the employee will be granted Friday as a holiday.

6.2.3 Pay Rate for Holiday Pay

Professional and Technical employees who are required to work on an observed holiday as listed in the Authority's Personnel Rules, will be paid one and one-half (1.5) times the employee's hourly rate of pay for hours actually worked up to the number of hours scheduled for the employee's normal work shift on such holiday in addition to the eight (8) hours of holiday pay received.

Division Fire Chiefs who are required to work on an observed holiday as listed in the Authority's Personnel Rules, will receive an additional eight (8) hours of vacation leave in addition to straight time pay for hours worked.



6.2.4 Paid Holidays on 9:80 Work Schedule.

The 9:80 work schedule is a work schedule in which an employee works 80 hours in a pay period forty (40) in each work week. Work weeks are split mid-shift on the alternating day off. Typically, the employee works four nine (9) hour days a week and alternates an eight (8) hour workday off. The work week begins and ends midshaft on the eight (8) hour day.

If a holiday falls on a nine (9) hour workday, the number and hours of paid Authority holidays will not change. A holiday is eight (8) hours. If a holiday occurs during the work period on a normal nine (9) hour day, employees will receive eight (8) hours for the holiday and will need to use one (1) hours of vacation, comp time, or available floating holiday time to make up the additional hour.

6.3 Compensatory Time

With the approval of their supervisor and the Division Chief, a non-exempt employee may elect to convert overtime to compensatory time in any given pay period (recorded in 15-minute increments).

Compensatory time maximum accrual numbers are listed in the table below. Employees shall receive pay for overtime hours worked in excess of the applicable compensatory time maximum accrual.

Unrepresented Employee Unit	Maximum Comp Time Allowed
Administrative and Confidential	120 Hours
Professional and Technical	200 Hours

Overtime is defined as hours worked in excess of the employee's regular work schedule that has the prior approval of the Department Head or designee.

Administrative and Confidential Employees: If a member of the Administrative and Confidential employee unit is required to perform unanticipated overtime of two (2) hours or more, and the following conditions are met, the Authority will pay a meal allowance of seven dollars (\$7) to the employee. "Unanticipated overtime" means that the affected employee did not receive notice of the overtime until the same day as the overtime assignment occurred. The two (2) hour minimum must occur at a time which would normally include the employee's regular mealtime.



6.4 Management Leave for Unrepresented Management Employees

The Authority provides management leave of one-hundred and twenty (120) hours per calendar year in recognition of the need to devote more than forty (40) hours per week to their duties. Management Leave is credited to an employee's accrual account in the first full pay period each calendar year. Management Leave will not be cashed out at termination. Management Leave may be carried over from year to year to the extent allowed in the Maximum Accrual section of this Resolution, below. Management Leave for newly hired employees will be provided on a prorated basis.

6.5 Maximum Accrual of Leave

The maximum accrual for Unrepresented Management employees for vacation, management leave, and floating holidays shall be the total accrual for each type of leave, not to exceed 600 hours.

The maximum accrual for Unrepresented Non-Management employees for vacation and floating holidays shall not exceed a total of 400 hours.

7 Sick Leave

7.1 Accrual

All regular full-time employees shall be eligible to accrue sick leave at the rate of eight (8) hours for each month of service.

For this section, months of service shall mean consecutive calendar months. Part-time employees will accrue at a prorated bases as provided for in the Authority Personnel Rules.

7.2 Approval

Sick leave may be requested and used as approved by the Fire Chief. Pay for approved sick leave shall be authorized until the employee's accumulated total of sick leave hours has been exhausted and at such time the employee shall receive no further pay for sick leave. Except in exigent circumstances, an employee requesting sick leave must follow the Authority's Personnel Rules for notification and should exercise reasonable diligence in notifying and speaking with the on-duty supervisor in advance of their leave.

Failure to request approval of the use of sick leave prior the commencement of the shift for which leave is requested may result in loss of the sick leave privilege for the subject shift. Sick leave shall not be granted for disability arising from any sickness or injury purposely inflicted or caused by the employee's willful misconduct.



7.3 Legitimate Concern

It is understood that the Authority has a legitimate concern in preventing abuse of sick leave claims. As provided for and allowed by law and if the Authority has a reason to believe that sick leave is being abused, it may request that any absence be verified. The Authority's right to verify an absence includes the right to require a doctor's excuse at any time. The Authority may prescribe forms to be used for said verification.

For the safety of the employee, the public, or other Authority employees, the Fire Chief may require a written statement from an attending physician or dentist that an employee is capable and released to return to performance of all duties of their position.

Supervisor and Managers must apprise their Division Chief of the absences of all employees on vacation leave, sick leave, compensatory leave and leaves without pay. Such reports should include the nature of the leave, whether the leave was planned or unplanned and if the leave will be longer than 3 days in length. Sick leaves lasting longer than 3 workdays must be reported to the Human Resources manager.

7.4 Sick Leave Upon Death

Upon death, the estate of the employee shall receive straight-time pay for all accrued sick leave with the following limitations: Estates of non-sworn employees will receive straight-time pay for sick leave in excess of nine hundred and sixty (960) hours.

If an employee terminates or is terminated for any reasons, all accumulated sick leave shall be canceled; provided however, accumulated unused sick leave shall be credited to such employee if the employee returns to Authority employment within two (2) years of such termination.

7.5 Sick Leave Conversion at Retirement

Any Unrepresented employee may elect to convert all accrued sick leave to a medical insurance bank. The value of the medical insurance bank shall be determined by multiplying the number of accrued sick leave hours by the employee's hourly rate of pay. The retired employee and their dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage currently in effect, with premiums for such coverage being deducted from the medical insurance bank until said bank is exhausted in conjunction with COBRA provisions. Thereafter, the employee and their dependents may continue to participate in the Authority's group health plan, at group rates, provided the Authority receives the employee's payment for the premium by the 10th of each month for the following month's coverage.



Terms of the Policy Agreement with the Authority's insurance carrier regarding coverage and eligibility shall apply to the employee and their dependents.

Upon death, the employee's estate shall receive straight time pay for all accrued sick leave in excess of 960 hours.

If an employee in the Unrepresented Employees Unit terminates or is terminated for any reason, all accumulated sick leave shall be canceled. Such accumulated sick leave, however, shall be credited to such employee if they return to Authority employment within two (2) years of such termination.

7.6 Disability Insurance

7.6.1 Long Term Disability and Long-Term Care Insurance

For Sworn Management employees, the Authority will contribute up to a maximum of \$79.00 per month to pay the premium on behalf of each represented employee as follows:

100% of the monthly premium for the LTD Plan provided by the Tracy Fire Fighters Association California Association of Professional Firefighters (CAPF). One hundred (100%) percent of the monthly premium for the Long-Term Care policy provided by the Association through the CAPF.

In no case shall the Authority's total monthly contribution exceed \$79.00 per month per employee. In the event the premium exceeds \$79.00 per month, the employee will be responsible to pay the difference.

Non-Safety employees may elect Long Term Disability Insurance voluntarily.

7.6.2 Short Term Disability Insurance

Short term disability insurance is required of all regular employees through Standard Insurance with the premium paid by employees at the current rate of .83% of the monthly salary.

7.6.3 Integration

If an employee is on sick leave and is receiving State Disability Insurance (SDI) or temporary Disability payments (including Workers' Compensation payments), the employee may request integration of leave accruals as a supplement to disability or workers' compensation benefits up to the employee's full regular compensation. To exercise this option, the employee must tender a copy of his/her SDI, Workers' Compensation or temporary disability payment award letter and remittances to the Authority. The



Authority will then provide a supplemental paycheck for the value of the difference between those payments and the employee's regular pay from the employee's sick leave accruals. Part-time and temporary employees are covered by and shall receive the benefits provided by the Workers' Compensation Insurance Plan of the Authority but shall not be eligible for any other benefits in this section except for those provided by law.

7.7 Other Leaves of Absence

The Authority acknowledges the applicability of the following other leaves and grants rights in accordance with state and federal laws and the Authority's Personnel Rules for these leaves. For more information on these leaves, please contact your supervisor or the Human Resources manager.

Military Leave
Military Spouse Leave
Family Medical Leave (federal FMLA and state CFRA/PDLL/PLA)
Bereavement Leave
Jury Duty
Voting Leave
School Partnership Leave
And other Leaves as designated by State or Federal laws to address emergencies

8 Cafeteria Plan.

8.1 Authority Contribution.

The Authority shall maintain an account for each full-time employee in regular or probationary status within the Authority's cafeteria plan. The Authority shall make monthly payments of no more than the annual maximum amount for the employee's benefit level, either family or employee only, to each employee's account.

The benefit levels by classification for all eligible employees will be provided annually at open enrollment, upon appointment, and anytime an employee has a qualifying health event allowing them a special enrollment period.

The Authority, as part of the Cafeteria Plan, will offer a compliant flexible benefits plan to redirect employees' pre-selected amount of base salary to pay employee paid insurance premiums and other approved expenses. These monies will accumulate and be available for approved uses on a pre-tax basis as allowed by law. Each employee will be solely and personally responsible for any federal, state, or local tax liabilities of the employee that may arise out of the



implementation of this plan or any penalty that may be imposed, therefore.

8.2 Medical Plans Provided

During the term of this Agreement, the Authority reserves the right to change health care providers and the parties shall meet regarding any such change.

All new employees, and current employees who were hired after July 1, 2007, must select a medical plan for at least the employee and are not eligible for cash benefits except as may be required by provisions of the Internal Revenue Service (IRS) regulations covering Flexible Benefits plans.

8.3 Approved Account Uses.

The monies in an employee's account shall be used for one or more of the following purposes only:

1. Payment of premium charges for the medical insurance program in which the employee is enrolled.
2. Payment of premium charges for the dental insurance program in which the employee is enrolled.
3. Payment of premium charges for the vision insurance program in which the employee is enrolled, and/or
4. Cash-out options as provided in Section 8.4.

The Authority also independently funds life insurance premiums through each employee's account.

8.4 Cash Out in Lieu of Medical Coverage (Hire dates prior to 7/1/07)

For employees hired before July 1, 2007, the maximum cash payment shall be set at \$996 per month for employees who do not elect a medical, dental, and/or vision plan. No Cash Out option is available to employees hired after July 1, 2007 or for returning employees hired prior to July 1, 2007 with a break in service of longer than 90 days from the Authority.

8.5 Future Medical

If plans change or premiums increase for medical plans to which Authority employees subscribe, the Authority will increase the Authority's monthly contribution for employees by 75% of the average of the dollar increase of the family HMO plan premiums for employees electing family coverage. For employees who elect employee only or employee plus one coverage, any Authority increase to the employee's account shall be limited to the amount



necessary to fully cover the plan selected or up to a maximum of the dollar amount increase allocated to employees who elect family coverage. There shall be no increase for employees who do not elect health insurance coverage. In the event the above listed amounts are insufficient to fully pay the premiums required of employees enrolled in any one of the medical, dental and/or vision plans, the Authority shall make a payroll deduction from the employee's pay to cover the difference in cost.

8.6 Dental Insurance

The Authority will offer dental insurance coverage for all full-time employees who have successfully completed an initial probationary period and their eligible dependents.

8.7 Vision Insurance

The Authority will offer vision insurance coverage for all full-time employees who have successfully completed an initial probationary period and their eligible dependents.

8.8 Life Insurance

The Authority will provide life insurance coverage for the unrepresented units according to the following schedule:

UNREPRESENTED UNIT	LIFE INSUR BENEFIT	EFFECTIVE DATE
Safety Management	\$150,000*	When feasible
Non-Sworn Management	\$50,000	Immediately
Non-Exempt Admin & Confidential	\$75,000*	Immediately
Non-Exempt Professional & Technical	\$30,000	Immediately

*The amounts with an asterisk are higher than the IRS allowable de minimis fringe benefit amount of \$50,000 in qualified group life insurance. Employees who are enrolled at the \$75,000 and \$150,000 level will need to be taxed based on IRS table 2.2 in IRS Publication 15B Fringe Benefits, and the cost from the table reported on their W2 in Box 12 with Code "C".

9 Retirement.



9.1 PERS Formulas.

The Authority's contract with CalPERS provides the following retirement benefits. CalPERS determines an employee's member level as classic or new.

a) Miscellaneous

Tier 1 – Retirement benefits for classic members hired on or before December 16, 2010, will receive the following PERS benefits.

- PERS 2.5% @ 55 retirement formula
- Single highest year final compensation
- Employee must pay an 8% member contribution

Tier 2 – Miscellaneous hired on or after December 17, 2010 and on or before December 31, 2012 will receive the following CalPERS benefits:

- 2% @55 retirement formula
- Three-year average final compensation
- Employee must pay a 7% member contribution

Tier 3 (PEPRA)– New Members, hired on or after January 1 2013, and those who qualify as “new employees” under the Public Employees’ Pension Reform Act (“PEPRA”) shall be subject to all the provisions of that law, including but not limited to:

- 2% @62 retirement formula
- Three-year average final compensation
- Employee must pay 50% of the “normal cost” of retirement (in 2020, 7%)

Division Chiefs pay 3% towards the Authority's employer contributions.

a) Safety

Tier 1 - Classic employees hired on or before July 1, 2010 receive the following retirement benefit:

- 3.0% @ age 50 retirement formula
- Single highest year final compensation
- CalPERS 1959 Survivor Benefit Level Four (4)
- Employee must pay a 9% member contribution

Tier 2 - Classic employees hired after July 1, 2010 and on or before December 31, 2012 receive the following retirement benefit:

- 3.0% @ age 55 retirement formula
- Single highest year final compensation
- CalPERS 1959 Survivor Benefit Level Four (4)
- Employee must pay a 9% member contribution



Tier 3 (PEPRA) "New Employees" hired on or after January 1, 2013, and those who qualify as a "new member" under the Public Employees' Pension Reform Act are subject to all the provisions of the law, including, but not limited to:

- 2.7% @ age 57 retirement formula
- Three-year average of final compensation
- Employee must pay 50% of normal cost as determined by CalPERS

9.2 Retiree Health

Authority retirees covered by this Resolution and their dependents shall be entitled to continued group health insurance coverage, dental and/or vision coverage in effect at the time, with premiums for such coverage being deducted from the medical insurance bank as described herein, in Section 7.5 Sick Leave Conversion at Retirement.

The Authority agrees to explore a tax-deferred vehicle for employees to contribute towards a Retiree Health Savings Account (RHSA) through payroll deduction or contribution of paid leaves. The Authority agrees to report back to employees in the Unrepresented Units under this section within twelve (12) months following adoption and approval of this Resolution by the Authority Board.

10 Other Benefits and Incentives

10.1 Bilingual Pay

Unrepresented Non-Management employees who are required to communicate in languages other than English, as part of their regular assigned duties, may be compensated with an additional two percent (2%) of the employee's base salary, if the following criteria are met:

- i. Approval from the Division Chief that an assignment requires the need for the specific alternate language.
- ii. Certification by a qualified third-party language testing service that the employee has successfully demonstrated the ability to communicate fluently in the language determined as necessary by the Division Chief. Qualifying languages are Spanish, American Sign Language, and any other language designated by the Fire Chief as beneficial to the Authority.

10.2 Uniforms

Fire Division Chiefs are required to wear uniforms on the job, therefore, the Authority will provide a uniform allowance of one thousand, one hundred dollars (\$1,100) per year to employees in the Fire Division Chief classification.



The Fire Chief uniform allowance describe above will be paid annually on the regular payday for the pay period that includes June 30, by separate check. In the case of a newly appointed employee, the employee shall receive the initial allowance the regular payday following the date of their appointment, and subsequent annual allowances in the pay period that includes June 30, prorated/adjusted in the first year after appointment to reflect the receipt of the full uniform allowance received on the payday following appointment. For classic members only, the Authority shall pay uniform allowances and report the uniform allowances as required by CalPERS rules and regulations.

Fire Inspectors will be provided uniform shirts to wear and will also receive a uniform jacket as needed.

All Authority-furnished equipment and clothing remains in the ownership of the Authority and must be returned when an employee leaves employment.

10.3 Retention Incentive

Unrepresented Non-Management employees who have completed 10 years of services will received 40 hours of vacation time added to their vacation accruals in the first full pay period after 10 years of service and after ever subsequent five years. The 40 hours is not retroactive and will not be paid for partial years.

Unrepresented Management employees who have completed 5 years of services will received 40 hours of vacation time added to their vacation accruals in the first full pay period after 5 years of service and after ever subsequent five years. The 40 hours is not retroactive and will not be paid for partial years.

10.4 Training and Education

10.4.1 Material and Training.

The Authority will pay for education material and necessary training courses to obtain and maintain certification(s), licenses, or to acquire skills and abilities that add value to the District and are related to the work that you perform or the duties the Authority may require. The Authority agrees to assist employees in the following manner:

- 1) Tracking certification and education requirements and completion dates for each employee.
- 2) Reimbursing the employee for the cost of the certificate, designation, or license application.
- 3) Reimbursing the employee, upon completion of "employee responsibilities" below, for the cost of tuition, approved books and materials and mileage to attend required classes or seminars.
- 4) Providing an appropriate number of paid leave hours to obtain



or maintain such required certificates as approved by the division chief or designee.

- 5) Upon documentation showing successful completion of the test, reimbursing the cost of the test.

The responsibilities of the employee include:

- 1) Obtaining prior approval from department head or designee for each specific course or seminar, time, location and cost.
- 2) Providing receipts for expense reimbursement.
- 3) Returning books and study materials to the Authority for other employee usage.

10.4.2 Education Reimbursement.

Upon Fire Chief approval, an employee who completes a course of study and receives a grade of C or better may be reimbursed for books, supplies and tuition up to a maximum of \$2,500.00 per fiscal year, for courses taken at public colleges or universities in California or for the California tuition equivalent for courses that must be taken at colleges or universities outside of California public education system.

10.4.3 Fire Inspector and Plan Check Examiner Certifications

Fire Inspector

Fire Inspectors will be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a total of six percent (6%) above base pay for receiving and maintaining any of the four (4) Authority-approved Essential Certifications or their equivalent:

Essential Certifications:

- ICC Residential Building Inspector or ICC California Residential Building Inspector
- ICC Commercial Electrical Inspector (based on the NEC)
- ICC California Commercial Mechanical Inspector or IAPMO Mechanical Inspector
- ICC California Commercial Plumbing Inspector or IAPMO Plumbing Inspector

In addition, once a Fire Inspector receives the four (4) Essential Certifications specified above, he or she shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Authority, up to an additional three percent (3%) total.



Authority Approved Certificates:

- ICC Commercial Building Inspector or ICC California Commercial Building Inspector
- CASP certification (Division of the State Architect's, DSA, certified Access Specialists Program Certification)
- ICC Building Plans Examiner or ICC California Building Plans Examiner

Plan Check Examiner

Plan Check Examiners shall be entitled to receive compensation of an additional one and one-half percent (1.5%) per certification up to a total of six percent (6%) above base pay for receiving and maintaining any of the four (4) Authority-approved Essential Certifications or their equivalent:

Essential Certifications:

- ICC Residential Building Plans Examiner or ICC California Residential Building Plans Examiner
- ICC Building Plans Examiner or ICC California Building Plans Examiner
- IAPMO UMC Mechanical Plans Examiner
- IAPMO UPC Plumbing Plans Examiner

In addition, once a Plan Check Examiner receives the four (4) Essential Certifications specified above, he or she shall be entitled to an additional one percent (1 %) above base pay for each additional ICC certificate received and maintained from those approved by the Authority, up to an additional three percent (3%) total.

Authority Approved Certificates:

- CASP certification (Division of the State Architect's, DSA, Certified Access Specialists Program Certification)
- ICC Electrical Plans Examiner
- ICC Commercial Building Inspector or ICC California Commercial Building Inspector

No employee may be entitled to receive more than nine percent (9%) total above base pay under this section 10.4.3.



10.5 Management Professional Development

Unrepresented Management Employees shall receive \$960 per calendar year to be utilized at the discretion of each individual employee for job related expenses or for professional development. The monies will be allocated per pay period and may be utilized for a wide variety of job-related expenses, training, association memberships, computer hardware and software, conference registration and attendance, and other miscellaneous job expenses or professional development opportunities. Requests for reimbursement must be approved by a Division Chief (or in the case of a request by a Division Chief, the Fire Chief) and will be reviewed for relevance to Authority employment by the Human Resources manager.

10.6 Mileage Reimbursement

An employee who is required to provide transportation for the performance of his/her job or to attend required training shall be compensated at a rate established by the Internal Revenue Service. It is understood that such reimbursement does not apply to commuting by employees to or from their residences.

10.7 Deferred Compensation

Employees in the unrepresented unit are management classes both sworn and non-sworn are eligible to participate in an Authority sponsored 457 deferred compensation plan and an Authority sponsored 401(a) deferred compensation plan.

Based on their classification, employees may also be eligible for an Authority match as show below.

- Exempt unrepresented management employees are eligible for an Authority match of up to 5% of their annual salary.
- Non-exempt employees in the unrepresented employee groups are eligible for an Authority match of up to 3% of their annual salary. Matching will be based on each employee's contributions and annual salary. A fully executed Personnel Action Form shall establish eligibility for all deferred compensation contributions for Confidential Employees Unit employees, which must be approved by both the Division Chief and Fire Chief.



10.8 Personnel Files

The Authority will maintain an official personnel file for each of its employees. Personnel files contain such personnel records as may be deemed necessary for the administration of labor and employment relations in the Authority. Personnel files shall be made available to employees for inspection within a reasonable time after an employee's request and without loss of pay, provided that employees shall make arrangements with their supervisor if the inspection occurs on duty.

DRAFT

EXHIBIT B

**AGREEMENT FOR REORGANIZATION AND TRANSITION OF AFSCME-REPRESENTED EMPLOYEES
BETWEEN THE ROSS VALLEY SANITARY DISTRICT AND AFSCME LOCAL 2167
Presented to the District Board of Directors on April 20, 2016**

1. The Ross Valley Sanitary District (District) and AFSCME Local 2167 (AFSCME) are executing this Agreement regarding the District’s reorganization, to become effective upon ratification by employees represented by AFSCME and approval by the District’s Board of Directors (“BOD” or “Board”) in open session. This one-time agreement is being executed separately from the execution of the Memorandum of Understanding between Sanitary District No.1 of Marin County and AFSCME, Local 2167 (2015-2018 MOU).
2. Adopt the following new nonexempt job classes to be represented by AFSCME: Repair Supervisor, Condition Assessment Supervisor, Line Maintenance Supervisor, Pump Station Supervisor, Crew Lead and Collections Systems Worker. **Abolish** the existing job class of SCADA Technician.
3. Upon approval of this Agreement by the Board, the salary schedule below shall replace Exhibit A in the 2015-2018 MOU.

JOB CLASSIFICATION	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Collection Systems Worker	R13	\$5,404.90	\$5,675.14	\$5,958.90	\$6,256.84	\$6,569.68	\$6,898.17
Engineering Technician	R18	\$6,115.14	\$6,420.90	\$6,741.95	\$7,079.04	\$7,432.99	\$7,804.64
Crew Lead	R22	\$6,749.97	\$7,087.47	\$7,441.85	\$7,813.94	\$8,204.64	\$8,614.87
Inspector	R23	\$6,918.72	\$7,264.66	\$7,627.89	\$8,009.29	\$8,409.75	\$8,830.24
Condition Assessment Supervisor	R25	\$7,268.98	\$7,632.43	\$8,014.05	\$8,414.76	\$8,835.50	\$9,277.27
Line Maintenance Supervisor	R25	\$7,268.98	\$7,632.43	\$8,014.05	\$8,414.76	\$8,835.50	\$9,277.27
Pump Station Supervisor	R25	\$7,268.98	\$7,632.43	\$8,014.05	\$8,414.76	\$8,835.50	\$9,277.27
Repair Supervisor	R25	\$7,268.98	\$7,632.43	\$8,014.05	\$8,414.76	\$8,835.50	\$9,277.27
Inspection Supervisor	R30	\$8,224.19	\$8,635.40	\$9,067.17	\$9,520.53	\$9,996.55	\$10,496.38

CWEA CERTIFICATE PREMIUM PAYS: Receive INDICATED % of base pay for each current certification, up to 10%.

Collection System Maintenance Grade 2 – 2.5%

Collection System Maintenance Grade 3 – 5.19% for current Grade 3 cert. holders; 2.5% for future certification.

Plant Maintenance/Mechanical Technologist Grade 1 – 2.5%

Mechanical Technologist Grade 2 – 2.5%

Note: This salary schedule (Exhibit A to the MOU) contains the complete list of job classifications represented by AFSCME Local 2167.

4. All represented employees will complete the transition to the new job classes within 90 days of Board of Director’s adoption of the District-wide reorganization.
5. The following reclassifications will occur for existing incumbents:
 - a. All incumbents of the job class “Maintenance Worker” will be reclassified to the job class “Collection System Worker”.
 - b. All incumbents of the job classes “Maintenance Supervisor”, “CCTV Lead Operator” and “Senior Maintenance Supervisor” will be reclassified to the job class “Crew Lead”.
6. Reclassified employees will be placed in ranges shown above at their current pay step, unless their current pay exceeds the range. In such instances, employees will be “Y-rated” until the recruitments for the new Supervisor job classes are completed or until July 1, 2016, whichever is later.
7. Employees who are reclassified for the purposes of the reorganization transition are not required to serve a six-month probationary period for their initial placement into their new job classification.

8. Employees who are reclassified have no right to retreat to the former positions as described in Personnel Policy P203—former positions are deleted.
9. The job classifications of Repair Supervisor, Condition Assessment Supervisor, Line Maintenance Supervisor, and Pump Station Supervisor will be filled through promotional recruitment, which is initially be limited to those employees reclassified into the “Crew Lead” job classification. Applicants must meet the prescribed minimum qualifications for the class applied for in order to receive consideration, and any incumbent applicants in this recruitment who do not meet the minimum qualifications will be given two (2) years to meet the minimum qualifications. If after two (2) years the minimum qualifications are not met, the incumbent will have retreat rights to the “Crew Lead” classification as described in District policy P203.

APPENDIX I

Payroll Administration Information

Munoz Payroll Services

Helena Munoz

7 Corte Mesa Dr, San Rafael, CA 94901

Hmunoz.payrollsvcs@gmail.com

(415) 342-1730

The estimated work (may change according to the Agency's need)

Staff training Training (2 days/pay period for the process of 2 or 3 payrolls)	\$3,600.00
Preparation of Quarter Tax reports 2hrs each quarter Year one	\$ 600.00
120 hours for pre-payroll implementation	\$9,000.00
Plus 5-10 hours a pay period for the first four to six payroll cycles @ \$75 per week up to	\$4,500.00
 *The Authority will be billed only for actual hours worked as needed	
Total estimated amount	\$17,700.00

Helena J. Munoz

Payroll and Benefits Advisor

Helena Munoz has over 12 years of experience in public sector payroll and accounts payable and receivable administration as both an employee and as the owner of her own payroll processing firm. She has managed payrolls both large (500 employees) and small which have included safety and non-safety personnel. She is accomplished at running routine payroll reports and producing various state and federal payroll documents, payroll systems implementation, coordination with CalPERS and the State Controller's Office for reporting as well as quarterly an federal remittances and reporting. Helena has provided implementation services for new payroll and time keeping packages and helped has helped to reconcile FLSA issues. She has experience with Eden, Paychex, Springbrook, and Munis (Tyler Technologies) software and possesses strong Excel skills. She has strong customer service skills and possesses superior attention to detail.

PROFESSIONAL EXPERIENCE

REGIONAL GOVERNMENT SERVICES

Payroll and Benefits Advisor

Ms. Munoz is assigned to and providing services for:

- Ross Valley Sanitary District, Payroll and Benefits Advisor
- Coachella Cemetery District, Payroll and Benefits Advisor
- City of Clearlake, Advisor

CITY OF SAUSALITO

Senior Accountant

- Oversee all aspects of Accounts Payable, Accounts Receivable, and Payroll functions for the City.
- Prepared and reconciled CalPERS health and retirement accounts; aligned General Ledger, pay system codes, and CalPERS account strings
- Implemented Paychex and Springbrook Payroll modules and ESS Portals and automated employee's timesheets
- Bank Reconciliation and journal entries for Ross Valley Fire Department
- Prepare State Controllers Report for Transparent California
- Prepare and file Federal and State Returns and reconcile and pay benefit vendors and labor organizations

TOWN OF SAN ANSELMO

Accounting Benefit Technician

- Process Payroll for the Town of San Anselmo and Ross Valley Fire Department on a semi-monthly basis using Incode10 Tyler Technologies.
- Accounts Payable for Ross Valley Fire Department
- Implemented Tyler ESS Portal and automated employee's timesheet for the Town of San Anselmo
- Bank Reconciliation and journal entries for Ross Valley Fire Department

- Prepare State Controllers Report for Transparent California for the Town of San Anselmo and Ross Valley Fire Department
- Prepare and file Federal and State Returns for both locations
- Accounts Receivable for Ross Valley Fire Department

MUNOZ PAYROLL SERVICES

Owner

- Payroll Administrator for Novato Fire Department from May 2018 to October 2019-
- Processed payroll for the Fire Department while they recruit for a full-time position.
- Payroll Administrator for Schell Vista Fire Department – From May 2019 – Present – Assisted on the new MOU implementation and new FLSA rules. Review payroll process twice a month for the Fire Department.

CITY OF SAN RAFAEL

Payroll Administrator

- Managed payrolls for 500 employees on a semi-monthly basis using Eden Tyler Technologies.
- Created a dual calculation report to settle FLSA issues between Fire and Police 7K Schedule and Semi-monthly payroll.
- Implemented Eden HR Web Portal and automated employee's timesheet
- Assist with Journal entries and budget preparations
- Prepare State Controllers Report for Transparent California
- Prepare and file Federal and State Returns for the City
- Produce Compensation reports for Labor Negotiations

CITY OF SAN RAFAEL

Payroll Technician

- Process worker's compensation payments, garnishments, audit new hires paperwork, calculate and pay terminations, process pay increases.
- Review all Personal Actions and hire paperwork for Human Resources to ensure proper employee setup
- Audited online time sheet approvals
- Prepare reports for Retirement, Association Dues, and submit tax deposits
- Managed employee 457, RHS, IRA and 401A plans for those who maximized qualified plan.
- Reconciled quarterly taxes and managed state SUI tax rates.

EDUCATION AND PROFESSIONAL AFFILIATIONS

- Member of CalGogHR since 2020
- Member of CSMFO since 2017
- Member of the American Payroll Association since 2007 - Payroll Professional Certification Course
- Francelina Carneiro Setubal – Vila Velha, Brazil - AS: Early Childhood Education
- Vasco Coutinho – Vila Velha, Brazil - AS: Accounting – not finished
- Contra Costa College -San Pablo, CA - Major: Business Management – in Progress

APPENDIX J

Employee File Structures

Personnel Files Audit and Checklist

Personnel File

Can be viewed by: HR professional staff, supervisors, and employee by request

Section I

- Employment application and/or resume
- Job Offer Letter
- Clearance of pre-employment documentation
- Employee Documents and Orientation Checklist
- Emergency contact information
- Special licenses and certifications

Section II

- Personnel Action Forms
- Status Change Forms
- Address Change Forms
- Payroll Change Forms
- Direct Deposit Forms
- W-4 Federal tax withholding form
- DE-4 State tax withholding form

Section III

- Goal setting
- Performance Evaluations
- Performance Improvement Plans

Section IV

- Training and certification records
- Commendations, awards and other evidence of specific accomplishments

Section V

- Disciplinary Action Documentation – official, documented, and signed
 - Verbal and written warnings with supporting documentation (signed and reviewed) Verbal warning documentation could be a written document sent to the employee summarizing the conversation.

Section VI

- Employee Handbook Acknowledgement – signed copy
- Medical Provider Network Acknowledgement Form
- Sexual Harassment Acknowledgement Form
- Miscellaneous Acknowledgement forms
- Equipment and property check-out forms

Section VII

- Attendance Records

Section VIII

- Resignation letter

- Termination documentation
- Exit interviews
- Separation checklists

Confidential Files

Medical and Medically Related Confidential Folder

Medical files carry special rules of their own. The ADA states that information from medical exams is confidential and must be maintained separately. Access is limited. Supervisors and managers, for example may be informed of necessary restrictions on work; first aid and safety personnel may also need to be informed appropriately. Similarly the FMLA requires that employees' medical records and those of their family members, be kept in separate, secure locations.

Section I

- Benefit Election and Payroll Deduction Authorization Forms
- COBRA Notices

Section II

- Medical Enrollment/ Declination
- H.S.A/HRA Forms

Section III

- Dental Enrollment/Declination
- Vision Enrollment/Declination

Section IV

- Life/ADD/STD Insurance forms

Section V

- Results of any physicals, drug and alcohol testing
- Medical history questionnaires
- Medical evaluations and related documents
- Any documents about past, or present health, mental condition, or disabilities

Section VI

- Requests for FMLA leave and related documents
- Requests for ADA accommodations and related documents
- Notes from doctors

Section VII

- Workers' Compensation history, claims, and related documents

Non-medical Confidential Folder

Section I

- Verifications of Employment
- Garnishments/ Liens

Section II

- Retirement forms

Pre-Employment and Employed File

Not viewed by employee

Section I

- Application
- Resume
- Correspondence
- Results of background checks – Make sure that personal identification such as birthdate, social security number, license or other identification numbers are masked or blocked out on your copies.
- Employment references
- Any testing, exercises or assessments for the employee. A summary or checklist to determine that this candidate was most qualified for the position
- Copies of job advertisements used or job orders submitted to temporary or recruitment firms

Section II

- Any notes and documents related to employee investigation – client, supervisor, or co-worker reports
- Complaints where no action was taken
- Overturned disciplinary actions

Other Folders: Organized by project or function – not for each employee

Again, these folders are only accessible by the HR professional staff or designated management person responsible for securing the information.

Payroll Information

- Copies or originals of all employee tax withholding paperwork – for federal, state, and local taxes
- Timesheets or timecards for hours worked completed by employee
- Records for hours worked, time off taken, per period payroll totals and itemized deductions
- Any garnishment orders

For Each Hire or Recruitment

- Any employment applications, testing, background checks, and assessments on candidates not chosen.
- Any notes or comments about candidates or new employee that is not verifiable or substantial – these should be shredded or destroyed

I-9 Folder

- This should contain the completed I-9 forms or copies for each employee. All employees should have the I-9 forms in the same folder.

CITY OF TRACY

Update and Response to City Council Questions

Fiscal Impact Analysis South San Joaquin County Fire Authority Phase 2 Personnel Transition



Prepared by:

Mike Oliver, President
Dana Shigley, Consultant
Brian Kelly, Consultant
Michelle Fitzer, Consultant
Municipal Resource Group, LLC

June 2021

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I. EXECUTIVE SUMMARY

In 1999 the City of Tracy and the Tracy Rural Fire Protection District entered into a Joint Powers Agreement to provide fire services to their jurisdictions. The JPA contracted with the City of Tracy for the day to day management of fire operations, and all firefighters (and other staff) were employees of the City of Tracy. In 2018 the City and District dissolved the 1999 JPA and create a successor JPA, establishing a new, semi-autonomous government organization (the South San Joaquin County Fire Authority (“Authority”)) to oversee fire operations.

Under the terms of the successor JPA, all fire personnel will transition to the Authority as the employer of record. The Authority has prepared a Transition Plan that describes how the Authority will provide insurance, benefits, payroll, human resources support services, retirement programs, and other critical components of the employee transition to the Authority. The City Council reviewed the potential fiscal impacts of this transition in a report prepared by MRG in March 2021. Subsequently, the City asked MRG to provide additional analysis concerning options for health insurance and administrative support functions, revenue projections, and effectiveness of the governance model.

Health Insurance Options

MRG worked with Authority staff to review health insurance options. Because the requirement to contribute toward retiree health insurance premiums would substantially increase City and District long-term liabilities, MRG does not recommend the CalPERS health insurance plans. A health insurance plan from the Fire District Association of California is reasonably priced and a good option. However, because it is unclear how the City’s health insurance plan rates may change and implementation time is short, the Authority may consider contracting with the City for employee health insurance through 2022, providing sufficient time to evaluate the impacts on City rates and implement the transition smoothly.

Administrative Support Services

The Authority has made great progress in developing policies and plans needed to provide human resources and payroll services to their employees. Additionally, the Authority has developed a future staffing structure that will provide two employees each to support the finance and human resources functions. We believe that these functions will require at least five full time equivalent employees combined. The Authority can substitute on-going contractor support if desired, with associated costs.

The Authority continues to develop implementation plans to provide payroll and human resources services for employees. Given the planned implementation date of October 1 and the tremendous amount of work that needs to be accomplished to implement these two functions, MRG recommends that the Authority work collaboratively with the City to phase the transition of these services. Together, the Authority and City can identify the highest priority services to transition immediately and the Authority can continue to contract with the City for services, such as payroll, that can be phased in over the next six to twelve months.

Long-Term Fiscal Forecast

The City and District have both prepared revenue projections that appear to reasonably reflect future resources based on development projections and other factors. The Authority, using these projections, prepared a Sustainability Plan that indicates available revenues will be sufficient to pay anticipated Authority operating costs.

However, MRG is concerned that the expense projections prepared by the Authority and its member agencies do not sufficiently represent future cash needs. For example, the expense projections do not appear to include adequate funding for capital replacement of facilities and apparatus, long-term CalPERS liabilities, or the need to set aside and maintain operational reserves. The member agencies should plan for these long-term expenses as well as the operational costs for the Authority. The projections also may not reflect the long-term cost for administrative support services. Until these needs are addressed and quantified, it is not possible to fully determine if revenues will be sufficient to meet Authority needs.

To avoid temporary swings in member contributions for Authority operations, and help ensure long-term financial stability of the Authority, the City and District should also consider funding an operating reserve. MRG recommends the City, District and Authority collaboratively develop revenue and expense projections and budgets, that include funding plans for long-term liabilities and reserves.

Governance Model

Prior to 1999, the City and District provided fire services to their individual jurisdictions. The City and District could choose to dissolve the JPA and again provide services separately, however, there will be significant fiscal and operational impacts. Each agency would need to hire management staff and provide administrative services, as well as acquire specialty equipment that is currently shared, resulting in increased costs. Additionally, because certain areas in the City limits remain in the District's fire service area, the allocation of property tax revenue would change after dissolution, with a high risk of revenue loss to one or both of the JPA members. The JPA model provides superior, less costly and more effective services to the community than would be achieved if the participating agencies provided those services separately.

MRG recommends additional training, orientation and communication with new and current Board members to improve collaboration and help Board members better understand organizational and operational challenges when making critical policy choices.

II. PROJECT BACKGROUND

In 1999 the City of Tracy ("City") and the Tracy Rural Fire Protection District ("District") entered into a Joint Powers Agreement ("JPA") to eliminate duplicative overhead costs and increase service levels to both communities. The JPA contracted with the City for the day-to-day management of fire operations, and all firefighters (and other staff) were employees of the City. In 2018, facing both fiscal and political challenges, the City and the District agreed to dissolve the

1999 JPA and create a successor JPA, establishing a new, semi-autonomous government organization (the South San Joaquin County Fire Authority (“Authority”)) to oversee fire operations.

Under the terms of the successor JPA, some administrative services will transition to the Authority while others will remain with the City as contractor to the Authority. Additionally, and most importantly, all fire personnel (approximately 75 employees, increasing to 90 with the planned opening of a new station in the coming months) will transition to the Authority, and the City will no longer serve as the employer of record. The Authority will lease all fire stations from the City and the District. The Authority prepared a Transition Plan that describes how the Authority will provide insurance, benefits, payroll, human resources support services, retirement programs, and other critical components of the employee transition to the Authority.

Implementation of the new JPA could result in substantial fiscal impacts to the City. In order to understand the potential costs, the City contracted with Municipal Resource Group, LLC (“MRG”) to analyze and quantify the fiscal impacts of the Authority’s draft transition plan. The MRG Fiscal Impact Analysis, presented to the City Council in March 2021, addressed these potential impacts in detail and identified several priority areas for further review. After discussion, the City Council requested further analysis. As a result, the City asked MRG to provide additional analysis in four areas:

Task 1: Analysis and recommendations regarding the costs and long-term liabilities associated with switching to CalPERS medical insurance, and further consideration of alternatives;

Task 2: Take a broad look at how the Authority will provide human resources, finance and other administrative support services, along with the associated costs of each option;

Task 3: Review revenue forecasts and models for City and District property taxes, fire impact fees and related revenue to assist the Council in understanding the long-term revenue outlook for the Authority and its members; and

Task 4: Review available options for the delivery of fire services to the City and the District and discuss the policy implications of the current JPA governance model.

Based on feedback from the City Council, the District Board and additional information received from consultants and service providers, the Authority has provided an updated and improved Transition Plan. This revised plan, anticipating a transition date of October 1, 2021, provides more detail and addresses several of the concerns addressed in our previous report and expressed by the City Council. As such, this report addresses the new plan and offers recommendations for further refinement or implementation. In reviewing the new plan, MRG focused on the sections pertinent to the tasks mentioned above.

MRG worked closely with the Authority, the City and the District to explore options in each of these areas, as well as develop recommendations that would help ensure the long-term success

of the Authority. We would like to offer our gratitude to staff in all three agencies for their cooperation, commitment and willingness to consider options.

III. TASK 1 – HEALTH INSURANCE OPTIONS

A. Background

Health insurance premiums represent a growing expense for employers, and costs and benefits provided can vary widely by plan. In the initial draft Phase 2 Transition Plan, the Authority indicated an interest in providing medical benefits for fire employees through CalPERS. However, there are significant long-term liabilities associated with this plan, and the Authority has considered other options. As part of our analysis, MRG worked with the Authority staff to review quotes and evaluate options for health insurance.

B. Premium Quotes

Currently, fire employees receive medical benefits through the City’s contract directly with Kaiser, and the most efficient solution would seem to be the Authority contracting with Kaiser as well. However, the Authority cannot contract directly with Kaiser, as Kaiser will not provide the coverage needed by the Authority for a group of fewer than 100 employees. Therefore, the plans evaluated as alternatives to CalPERS are plans that are available through a contract with pools of California public employers (similar to CalPERS).

The Authority, through its broker Keenan and Associates, provided calendar year 2021 health premiums for four (4) potential Kaiser plans. These included the City of Tracy, CalPERS, the Fire Districts Association of California Employee Benefits Authority (“FDAC EBA”), and the Special District Risk Management Authority (“SDRMA”)¹. The 2021 monthly premiums are:

	City of Tracy	CalPERS	FDAC EBA	SDRMA
Employee	\$786.27	\$813.64	\$837.72	\$938.00
Employee +1	\$1,572.54	\$1,627.28	\$1,667.20	\$1,854.00
Family	\$2,044.30	\$2,115.46	\$2,164.85	\$2,402.00

The pooled coverages with FDAC and SDRMA also provide access to dental, vision, and life insurance products not included in the above premiums. In addition to the Kaiser HMO plan, FDAC provides a PPO and an EPO plan through HealthNow/Blue Shield. SDRMA also offers PPO, EPO and High Deductible Health Plan (“HDHP”) coverage through Blue Shield and Blue Cross. Quotes were not provided to MRG for these plans. These plans would be available to Authority employees, presumably at a higher premium than the Kaiser plan. For purposes of ensuring equivalent comparison, we are comparing rates only for similar Kaiser plans.

¹ During the April 21, 2021, Tracy Rural Fire District Board meeting a question was raised by a Board member regarding potential coverage through the Peace Office Research Association of California (“PORAC”). The PORAC plan is only available as a component of the CalPERS health insurance plan. Therefore, a quote is not available for consideration.

C. Analysis of the Plan Options

2022 rates are not yet available from any of the plans; the 2021 rates are the only comparative data available. These rates reflect current-year costs, but prices will differ among plans in the future.

1. City of Tracy

For calendar year 2021, the City of Tracy's premiums are the lowest of the options considered. Previously, the Authority had received information that Kaiser would not allow Authority employees to remain on the City's plan after the transition. However, Keenan has now advised that the fire personnel could remain on the City's health plan following conversion of the employer of record by contract between the Authority and the City. This practice is not uncommon with special districts in California.

2. CalPERS

The CalPERS rates are currently the second lowest. However, as was discussed in considerable detail in the February 2021 report, contracting with CalPERS creates a new long-term unfunded liability for retiree health premiums. The Authority would have to eventually make equal contributions for retirees as they do for active employees. (This is addressed in more detail later in this report.)

3. Fire Districts Association of California Employment Benefits Authority

The FDAC EBA rates provided are slightly higher than the City's rates. However, Keenan² advised that Kaiser quoted the FDAC rates using the City of Tracy's loss experience, which does not represent the loss experience of the fire personnel exclusively. Therefore, in the event the fire staff were removed from the City's plan and enrolled in a new plan through FDAC, Keenan expects the Authority's rates would be less than the 2021 premiums paid by the City. However, Kaiser cannot determine rates for the Authority until the Authority provides notice to Kaiser that they intend to break away from the existing City plan.

Keenan has indicated that Kaiser requires a minimum of six months' notice to remove employees from the City's Kaiser plan and enroll them in the FDAC plan, giving Kaiser time to calculate the new premiums and enroll employees. As the medical benefit year begins on January 1, the Authority would need to provide notice on June 15, 2021, of its intention to break away from the City's plan and create a new plan effective January 1, 2022 with rates based only on fire employee loss history. If the Authority provides notice of its intent to break away in June, information about 2022 insurance rates would be available in July for planning purposes.

² For full disclosure, Keenan & Associates is listed as the endorsed Insurance Broker and Consultant for the FDAC EBA plan.

Another concern is the potential impact on City insurance premiums from the loss of fire employees. As noted previously, Keenan indicates that fire employees have a better loss history than the rest of the City's employee pool. Additionally, the new Authority employee pool would only include active employees and future retirees; existing retirees would remain in the City's pool. Thus, when the fire employees are removed from the City's pool, the City could expect to see premium increases for their non-fire personnel that they would not otherwise realize if the entire group were rated together, as they are currently. Without having the groups separately rated at this time, the aggregate impact of the reduced rates for the fire personnel as compared to the increased rates for the remaining employees is unknown.

4. Special Districts Risk Management Authority

The SDRMA premiums are the most expensive. MRG was not provided with any information, such as enhanced coverage or reduced co-payments, to explain the premium difference. Therefore, coverage under this plan seems less desirable.

D. Employee "Opt Outs"

With the exception of continuing coverage through the City, all the remaining plans would allow employees to opt-out of enrolling in the health plan. As discussed in the February 2021 report, this could result in savings to the Authority, as employees who have dual coverage may opt for the cash-in-lieu payment, currently established at \$903.97. The amount of savings depends on the number of employees opting out and the level of coverage they would otherwise have (Employee, Employee+1, or Family). The February 2021 report indicates the Authority projects 25% of employees will opt out of coverage. Assuming the majority would be Employee+1 or Family coverage, the annual savings range could be between \$180,000 - \$240,000.

As noted in the February 2021 report, the Authority would have to account for the additional overtime costs due to the *Flores* ruling. The Authority has calculated that cost to be approximately \$29,000 annually.

E. Retiree Coverage and Future Liabilities

The City's current Retiree Medical Leave Bank plan allows fire personnel to convert unused accumulated sick leave into cash upon retirement, and use that to pay for their health insurance premium after they retire. This plan is expected to continue with transition to the Authority as the employer of record. The City does not provide any direct payment for retiree medical benefits, nor does the Authority plan to do so.

Currently, the City solely provides access to its Kaiser medical plans for retirees. All the plans evaluated would allow the Authority to continue to provide access to coverage at the retirees' expense, except CalPERS. As previously discussed in this report, enrollment in the CalPERS health plan would require the Authority to also contribute to the retiree health plan premium, creating a long-term liability for the Authority members.

As noted in the February 2021 report, an actuarial report from MacLeod Watts indicates that the present value of projected benefits in the current Retiree Medical Leave Bank plan of \$4.9 million would increase to \$10.1 million under the CalPERS medical plan, as the employer is required to partially fund coverage. And, importantly, this liability represents the projected value of benefits for *current employees* at retirement; the liability will increase with each newly hired employee.

In addition to the annual premiums for active employees, switching to the CalPERS plan would add two costs to the Authority budget each year: the cost of insurance premiums for retirees and the cost to amortize, or “pre-fund,” the liability noted above. Assuming an equal dollar contribution over a 20-year amortization period, the annual contribution for the 2022/23 fiscal year would be \$144,502. Staff indicated the Authority is prepared to establish a trust fund for these prefunding payments. As noted previously, the value of the liability, as well as the annual payment to pre-fund it, represents only the liability for *current employees* who retire. When new employees are hired, this liability (and annual contribution) will increase, potentially substantially. Additional actuarial analysis would be needed to project future required contributions based on the addition of future employees.

The \$10.1 million liability and the \$144,502 annual contribution assumes the Authority pays only the CalPERS minimum employer contribution. Should the Authority negotiate with employees for a higher contribution toward retiree medical premiums in the future, these costs would increase accordingly. An updated actuarial report would be required to determine the fiscal impacts at that time.

Recommendation: Based on the benefit plans evaluated, MRG recommends the Authority consider one of two options: contracting with the City of Tracy for continued medical benefits through its contract with Kaiser, or joining the FDAC EBA plan. However, there may be insufficient time to provide notice to Kaiser, particularly considering the City and the District have not formally approved the transition of employees. The deadline to submit a request to break away from the City’s plan with Kaiser is June 15, 2021 for a January 1, 2022 implementation date. Therefore, MRG recommends that the Authority contract with the City to provide medical insurance with Kaiser through at least calendar year 2022. This is now possible, as Keenan has recently indicated that Kaiser would allow fire personnel to remain on the City’s plan after the Authority becomes the employer of record. Authority staff have indicated they support this option. This time would allow the City to understand how the removal of active fire employees from its pool will impact its rates, and allow the Authority to obtain quotes based on its stand-alone experience, after the transition is implemented. The City should immediately work with its Kaiser representative to determine the best method of continuing to cover fire employees through the City’s plan through at least 2022 (or indefinitely, if desired) and develop a contract with the Authority to provide this coverage.

Although the CalPERS health plans offer good benefits and the annual premiums are reasonably priced at this time, MRG cannot recommend enrollment due to the significant increase in the long-term liability associated with the required retiree premium contribution.

Alternately, if the Authority does not want to stay on the City’s plan through at least 2022, as described, it may consider contracting with FDAC EBA for health plan coverage effective January 1, 2022, by providing notice by June 15, 2021. The FDAC EBA option provides good health plans

at reasonable rates. Coverage through FDAC EBA also continues availability for retirees at a pooled and equitable premium, while not incurring any additional liability for the employer, and allows employees to opt-out of coverage. This analysis did not include evaluation of dental, vision and life insurance options, but those coverages are also available from the FDAC EBA pool.

Using enrollment data provided by staff, the anticipated total annual increased cost of this coverage at the quoted 2021 rates is \$114,665, including the *Flores* impacts. Since rates for the non-Kaiser plans were not evaluated, there could be additional costs for employees who switch to higher priced, non-Kaiser plans. However, as noted, Keenan indicates they expect actual premiums to be less than the City's current rates, which would result in a savings to the Authority and therefore the member agencies. Additionally, with the anticipated savings due to the increase in the number of employees electing to receive the cash-in-lieu payment, even at the quoted rates, there could be an overall annual savings of between \$65,000 and \$125,000.

This savings for the Authority may come at a cost to the City, which will experience higher rates after the fire employees are removed and, if a decision is made to contract with FDAC EBA immediately, the City may not be able to determine and evaluate these costs.

When, and if, the Authority and the City have obtained updated rate information and decide to proceed to separate the Kaiser plan into two groups so that the Authority can provide benefits under a different plan, it will be important to work with Kaiser carefully to implement the change. Specifically, while the Authority must issue the Notice of Intent to Kaiser, similar to that issued to CalPERS, currently the employees are employees of the City. Therefore, if this action occurs prior to completing the employee transition to the Authority, the City and the Authority should be in agreement regarding the intention to separate.

IV. TASK 2 – ADMINISTRATIVE SUPPORT SERVICES

A. Background

In the Authority's initial transition plan, the Authority indicated its intention for Authority staff to assume all responsibility for finance functions, including payroll, and to contract with the City for human resources services. However, the transition plan offered few details regarding staffing levels or contract costs, and the MRG fiscal impact report dated February 2021 suggests a more thorough analysis of staffing needs and costs for the finance and human resources functions. In the past several months, the Authority has completed numerous key steps and worked out many details needed for the transition of all finance and human resources functions. The revised Transition Plan describes the Authority's most recent plans for providing administrative support services.

The Authority intends to eliminate one current Division Chief position and replace it with two Management Analyst positions (one for finance, one for human resources, as described below). As shown in the Transition Plan, there is a minor cost savings for this change in staffing. However, there will be additional costs, which are described in this report. The proposed staffing structure would include a total of four employees providing finance and human resources functions. Once

the transition is complete, the Authority will terminate its existing agreement with the City for support services currently costing \$175,000 per year.

B. Finance Functions

Municipal finance departments provide a wide array of finance and accounting services and play a critical role in safeguarding agency funds and ensuring fiscal transparency. The Authority finance department needs to be staffed and skilled sufficiently to perform the following functions:

- *Accounts Payable* (receive and approve invoices, perform coding and data entry, process payments, create purchase orders);
- *Treasury and Banking* (bank account reconciliation, prepare and make deposits, monitor cash);
- *Accounts Receivable* (calculate, invoice and receive member payments; over the counter fees, perform coding and data entry);
- *Payroll* (coordinate with HR on employee changes, calculate and process payroll, respond to employee changes, make tax payments to state and federal agencies, make CalPERS deposits, pay insurance vendors, year-end processing, etc.);
- *General Ledger* (manage account structure, create and post journal entries, manage asset and liability accounts, prepare year-end adjustments, reconciliations and closing entries);
- *Audit Management and Governmental Accounting Standards Board (“GASB”) Compliance* (prepare schedules for outside auditor, post GASB adjustments, manage audits);
- *Operating and Capital Budget Development and Management* (prepare the annual operating and capital budgets for adoption by Board, monitor budget during the year);
- *Reporting and Transparency* (prepare and distribute monthly/quarterly/annual budget and financial reports for management, Board, member agencies and public use);
- *Grant Management* (complete granting agency reports, draw down grant funds, ensure grant funds are used appropriately, account for grant revenues and expenses, close out grants);
- *IT Management* (manage IT contractor, maintain equipment inventory, plan for equipment replacements, manage accounting software);
- *Capital and Fixed Asset Management* (maintain assets schedule, develop and monitor capital replacement schedules and plans, ensure appropriate capital reserves); and
- *Other Finance Management Functions* (develop and implement written finance policies/procedures, create long-term revenue and expense projections, develop fee schedules, debt management (if any), risk management and insurance, manage internal process controls, supervise finance staff, monitor changes in finance best practices and state and federal regulation).

Since the formation of the new JPA in 2018, most of these functions have phased over to Authority staff and are now performed by approximately 1.75 employees, plus a minor amount of administrative support. The Authority is still in the early phases of fully implementing its administrative support functions, and some of the functions described are not yet entirely functional. As the organization matures over time, many of these tasks will evolve and grow. The Authority plans to staff this function after the transition with 2.0 employees (0.5 Division Chief, 1.0 Management Analyst, and 0.5 administrative support). While this may be sufficient initially, MRG believes that the Authority could anticipate needing at least 2.5 full-time staff to handle this robust list of functions (but not including payroll) for an agency of 90+ employees. Alternately, the Authority may rely on consultants to provide technical or specialized support.

Outstanding challenges include capital asset planning and reserves, payroll, budgeting, and finance policy development, as noted below.

Recommendation: Improve Capital Asset Planning and Reserves. The Authority has developed initial capital plans. However, because the stations and apparatus remain owned by the participating members, meaningful capital planning and establishment of reserves must include participation of the City and the District. Additional effort is needed in this area to ensure the District and the City have adequate capital replacement plans and reserves to ensure the long-term sustainability of the Authority.

Recommendation: Increase collaboration during budget development. As noted in a separate section of this report, the Authority, the City and the District each develop their own budgets; however, they are created individually without meaningful collaboration. It would be helpful for each member to develop projections related to fire services in consistent formats and work together to establish operating budgets and long-term projections.

Recommendation: Develop and implement finance operational policies. The Authority Board has adopted several important finance and purchasing policies. However, the finance department would be best served by developing written, internal policies and procedures regarding many aspects of finance functions, including purchasing, internal control, expense reimbursement, transaction approvals, petty cash, and so forth. These policies not only improve operational efficiency and effectiveness, but provide protection against fraud. Many agencies have such policies that could serve as a model for the Authority's assistance.

The Authority has hired James Marta and Company, a CPA firm, to serve as Controller. While the scope of their work has yet to be fully defined, the firm is experienced and can assist the Authority in several ways. In addition to assisting with fiscal reporting, auditing and GASB compliance, they can advise the Authority on matters including internal controls and fiscal policies and procedures.

C. Payroll

The most immediate administrative challenge facing the Authority is the processing of payroll after the employee transition to the Authority as the employer of record. The payroll function is among the most critical services provided by the finance department, as labor-related costs represent 85% of the entire budget. The consequences of payroll errors are significant:

employees aren't paid correctly, state and federal tax deposits are not correct, employees don't receive contracted benefits, etc. None of these errors are easily resolved.

The Authority is currently proposing two options for payroll processing:

1. Authority staff with assistance from payroll consultant

The Authority has purchased a financial management information system that includes a payroll module. The Authority proposes that Authority staff will process payroll with the assistance of a consulting firm specializing in payroll systems. This firm will also play a key role in implementing the new payroll system prior to the transition. Even with the support of an experienced consultant, payroll implementation is complex and requires running multiple parallel payrolls to ensure absolute accuracy. Should the Authority move forward to process payroll with its own staff, the Authority may need to add 0.5 additional staff to the 2.5 already described. Alternately, the Authority can rely on consultants to provide support for the payroll function (with applicable costs).

2. Contract with the City for payroll services

In this option the Authority would contract with the City for payroll services under terms of a professional services agreement. The City would continue to process payroll using City software, but utilize Authority compensation and benefit plans, under the direction of the Authority. It is important to note that the Authority will retain full control over all personnel decisions, pay rates, contracted benefits, disciplinary actions, etc. The contract for services would include only payroll processing using employee and pay data authorized by the Authority.

Recommendation: The Authority would be best serviced by contracting with the City of Tracy for payroll services after the employee transition is complete. This ensures that employees will continue to be paid without interruption or hiccup during the transition, and allows Authority finance staff to focus their attention on other important transition elements. In the future, if the Authority wishes to transfer payroll processing to Authority staff, there will be sufficient time to establish payroll procedures and accounts, process parallel payrolls, and ensure a smooth transition. The Authority has met with City staff to discuss the potential terms of a contract for services and is awaiting a price quote from the City.

D. Human Resources Functions

With more than 90 professional, technical and administrative employees, the Authority will need to provide a wide array of human resources services to its employees. These will include:

- *Benefits Administration* (open enrollment, employee/dependent changes, administration and coordination of services);
- *Classification and Compensation* (classification plan management, including job description updates, position reviews and compensation studies as needed);
- *Disability and Interactive Processing Case Management* (meetings with employees, disability case management, coordination with management staff);

- *Performance Management* (disciplinary and process coordination, performance evaluations);
- *Employee Personnel Action Form Processing* (review, entry and coordination of employee transactions in the human resources/payroll systems);
- *Labor Relations* (oversee administrative coordination on employee/association grievances, communicate inquiries/responses to unions and their members, negotiate terms and conditions of employment with represented employee bargaining units, implement collective bargaining agreements);
- *New Employee Onboarding/Departing Employee Processing* (coordinate pre-employment medical and psychological testing, job offers, employee orientation and training; process terminations, exit interviews);
- *Recruitment and Selection* (plan, coordinate and administer recruitments, manage eligibility lists, ensure compliance with EEO throughout process);
- *Workers' Compensation Processing and Case Management* (manage case files, coordinate with insurance providers and legal counsel, coordinate settlement authority and negotiations);
- *Policy and Procedure Development* (develop numerous policies consistent with state and federal requirements and best practices, monitor and implement changes); and
- *Employee Engagement and Support* (implement programs and policies to ensure employees are engaged, receiving feedback and support, and committed to the Authority mission and vision).

These functions require considerable expertise and knowledge to ensure compliance with state and federal laws, labor agreements and policies, as well as to ensure employees and managers are receiving professional and effective services. Currently, the City Human Resources Department provides these services to all City employees, including fire personnel who will transition to the Authority.

E. Options for Providing Human Resources Services

In recent months, the Authority has made considerable progress toward developing its human resources policies. The Authority has hired an experienced human resources consultant, Deborah Muchmore, who is providing advice and support regarding the many requirements needed to implement a human resources program. Together, Authority staff and Ms. Muchmore have prepared draft personnel rules, employer-employee relations ordinance, compensation and classification systems, and numerous administrative polices. These policies, after Board adoption, will apply to fire personnel after the transition.

Human resources departments often rely on specialized consultants and legal counsel for services, which may include classification analysis, labor negotiations, investigations, case management, and similar services. Just as the City does now, the Authority would also rely on consultants for services in these areas.

In the revised Transition Plan, the Authority indicates the human resources function will be supported by 2.0 Authority employees, including 0.5 Division Chief, 1.0 Management Analyst and 0.5 administrative support. Additionally, Authority consultants, including Ms. Muchmore and her associates, are available to provide additional assistance as needed.

The Authority's strategy as described in the Transition Plan is well considered and reasonable. However, MRG would like to offer the following observations:

1. Role of the City

The Authority has indicated it will ask the City if it is able to provide staffing for the new Analyst position under the terms of a professional services agreement. This option would take advantage of the City's human resources experience with District employees and avoid the need for the Authority to hire and train staff. The City has not yet indicated its interest or a potential price for this service, and may not have an employee available. The price offered by the City may be more or less than the salary anticipated for an Authority Management Analyst position. If the City cannot assign an Analyst full time to the Authority, the Authority could proceed to fill the position independently.

2. Implementation timing

The Authority is proposing to transition fire employees as of October 1, 2021, a little more than three months from now. There is substantial work that needs to be completed before the Authority can have a fully functioning human resources department. The Authority has developed an aggressive implementation schedule and plan; however, the plan's success depends on many factors, including timely decisions from the member agencies and Authority Board, hiring (or contracting for) the Management Analyst position, and other tasks. MRG suggests that the Authority and the City work closely and collaboratively during this time, including making plans for the City to continue to provide some services for several months if needed.

3. Human Resources Information System ("HRIS")

Human resources departments rely heavily on human resources management systems to track employee information and actions. The Authority does not currently have this critical software and is exploring options. This system, ideally, will be implemented with trained staff before the transition date of October 1. However, because of the need to transition data from the current City HRIS, validate the data and train staff, this may not be possible. As noted above, the Authority may need to continue to rely on the City for a short time beyond the transition date. The cost for this software, not currently known, generally includes both upfront and annual support costs.

4. Staffing levels

As noted, the Authority proposes a total of 2.0 staffing positions for the human resources function. While this may be sufficient in the short term, MRG continues to believe that a fully functioning professional human resources department serving the Authority's 90+ employees would likely require between 2.5 and 3.0 full-time employees, including management, professional and administrative-level support. Within the first few years, the Authority may face the need to add additional staff, particularly if Authority staff are performing payroll functions (addressed separately). In the meantime, however, the Authority has assembled experienced human resources consultants and can rely on them as needed. In either case, the Authority may incur additional costs to support the human resources function in the future beyond those currently anticipated.

Recommendation: Consider a phased-in approach to the transition. The Authority has developed extensive plans and made considerable progress toward full employee transition. However, with only a few months left before the proposed transition, there are many critical tasks remaining to be completed, including payroll implementation and creating a human resources function. MRG is concerned that the Authority may be overly optimistic about full implementation of these functions by October 1. MRG does not suggest delaying the transition date, but rather highly recommends developing and maintaining a collaborative relationship with the City in the coming months and being prepared to phase the human resources and payroll functions in over six to twelve months, allowing current and new finance and human resources staff time to properly implement critical systems and policies.

V. TASK 3 - REVENUES AND LONG-TERM FISCAL FORECAST

A. Background

MRG reviewed the available budgets, revenue and expenditure documents, vehicle, equipment and apparatus programs, and long-term expenditure commitments, to assist in determining the long-term fiscal outlook for the Authority and its members. In addition, we interviewed the financial managers for the Authority and the District as well as the Finance Director for the City. We also interviewed the City's long-range planners to determine the reasonableness of the revenue projections contained in the Authority's sustainability analysis.

Our review has led us to make several specific recommendations for the JPA participants to provide more stable and predictable budgeting and service delivery for the JPA. The recommendations include joint development of five-year cash flow models for the participating agencies and the Authority, enhancements to the budget preparation procedures outlined in the JPA, and regular communication between the staff of the three agencies.

B. Revenue Forecasting

The City and the District are currently using consulting firms to develop long-range revenue projections and other budget models. In 2020 the District engaged Economic and Planning Systems ("EPS") to review the potential impacts of revenue loss in the event a number of

properties not yet annexed to the City were required to detach from the District as a condition of annexation. The EPS study also reviewed the projected revenue and expenditure growth for the District's service area and the adequacy of the potentially reduced revenues to support the District's obligations. The study concluded that the District would operate in 2027 with a \$1.1 million to \$1.3 million surplus depending on whether the annexing properties were detached (EPS Study, page 4). The District has also used Hinderliter de Llamas and Associates ("HdL") to confirm property tax and fee revenue, and recently engaged HdL to update the District's five-year revenue projections to assist in confirming the District's longer-term sustainability plan.

The City has engaged Management Partners to assist in developing long-range revenue and expenditure forecasts as well as comprehensive budget strategies. These forecasts include a detailed analysis of the City's current and projected financial condition and recommendations for addressing the City's structural budget deficit. These measures include substantial revenue enhancements, cost controls and adherence to rigorous spending moderation. If fully implemented, these recommendations will place the City on a financially sustainable path.

Using growth projections for the City and the District created by the City, the Authority developed a sustainability analysis that projects the Authority's revenues and expenditures for a 10-year period (2018/19 through 2026/27). The most recent version of the analysis was presented to the Authority Board in April of 2020. This model indicates that growth-based revenues will exceed service costs through 2026/27. MRG confirmed the projections with City Planning staff to validate the Authority's revenue projections. We found, generally, that the Authority revenue projections match City staff growth estimates. However, development-based revenue projections are subject to market forces and, although significant growth is projected, actual development activity in the long-run is less certain than shorter-term projections.

Overall, City and District revenue projections appear to reasonably represent available future resources. However, revenue projections alone do not tell the entire story; *the key question for the City, the Authority and the District is whether the projected revenues will be adequate to support the projected expenditures by the Authority.* MRG is concerned that the expense projections prepared by the Authority and its member agencies do not sufficiently represent future cash needs. For example, the expense projections do not appear to include adequate funding for capital replacement of facilities and apparatus, do not address the existing CalPERS retirement unfunded liability (which is shared between the City and the District), a potential unfunded liability for CalPERS health insurance (if that plan is selected), or the need to set aside and maintain operational reserves. Additionally, with remaining uncertainty about the provision of human resources and payroll services, the projections do not appear to fully anticipate these support costs. Until these needs are addressed, it is not possible to fully determine if revenues will be sufficient to meet Authority needs.

Recommendation: The City and the District would be well served by collaboratively developing five-year revenue and expense forecasts. The City's forecasts would include fire-related services only, and both forecasts would employ mutually agreed-upon assumptions and models. These forecasts would provide the City and the District with a commonly understood set of data to

assist them in participating effectively in the annual budget preparation process. Additionally, the forecasts could be used by Authority staff to create cash flow projections and help ensure reliable and consistent service levels. Section 5.1 of the JPA requires monthly reports of fire expenditures for each member agency, which could be combined and presented in a format consistent with the five-year revenue forecasts.

C. Member Funding of the Authority

Although the two contributing agencies are committed to funding their portion of the Authority costs, there is no required commitment for contribution amounts or a specific level of service. Regarding funding commitments by the two agencies, the Agreement—Section 3.1.B - Level of Service states:

The Member Agencies will indirectly control the level of services in terms of response times through their station siting and staffing level decisions. Member Agencies shall also retain the right to elect to close stations within their jurisdictions. Nothing in this Agreement is intended to or shall limit or control the land use power of a municipal corporation or any other Member Agency that is a party to this Agreement.

This language provides both parties flexibility in determining the level of service in their service areas. Presumably the intent is to provide each agency the opportunity to revise or reduce the service levels for its geographic area and reduce its contributions to the Authority accordingly. However, the language does not provide an incremental opportunity for either party to make minor modifications to its funding levels on a year-over-year basis, other than to reduce service levels. Options for reducing costs incrementally include controlling/reducing overtime costs, staffing freezes or other actions to temporarily meet short-term funding constraints. More significant cost saving measures, such as brownouts and station closures, are generally only implemented after a significant effort has been made to find or develop revenues to keep them open. A station closure often involves terminating employees, significantly modifying operating procedures, and interrupting services to the community.

The City and the District have significantly different revenue streams to support their activities and expenditures. The District relies predominantly on property taxes and fire service fees collected that are fully directed toward fire service activities. The City provides a wide variety of municipal services and generates taxes, fees and charges committed to many different functions. The City is restricted to using what are typically called “general funds” and fees and charges directly related to fire services to support fire service activities. The City must balance the needs of numerous municipal services in determining what funding is available for Authority services.

The City is facing significant fiscal challenges, and the City’s proposed budget maintains currently vacant positions and achieves an additional \$1 million in salary savings for fiscal year 2021/22, as well as other significant revenue enhancement/cost reduction measures. The City’s budget constraints in recent years have led the City to reduce its contribution to the 2020/21 Authority budget, and the proposed 2021/22 City budget also includes a constrained contribution. Consistent and reliable funding of the Authority is important.

Neither member agency is required to provide a particular level of support for the Authority and, facing other constraints, may direct resources elsewhere. Each agency's ability to determine its level of support each year makes the Authority vulnerable to the fiscal uncertainties faced by member agencies, resulting in unreliable revenue streams to the Authority and inconsistent service levels between member jurisdictions. To help address this challenge, we recommend the City and the District plan to fund and maintain an operating reserve that the Authority could use in the event of short-term revenue shortfalls from member agencies.

Recommendation: Develop an operating reserve for the Authority. The current Authority budget does not include an uncommitted operating reserve. To avoid temporary swings in member contributions for Authority operations, and to help ensure long-term financial stability of the Authority, partners should plan to establish a significant reserve (20% of operating costs). The reserve would be designated for unforeseen events, significant equipment failures, economic downturns, etc., to provide a buffer for the Authority to address these significant challenges. This would also provide stability to the member agencies in the event there was a need to fund unforeseen expenditures. In addition to the uses for the reserve described above, it could serve as a "bridge loan" to offset a temporary shortfall by any of the participating agencies. The reserve could be built over a number of years on an incremental basis until the desired level is reached.

D. Authority Budgeting Procedures

The JPA contains specific language regarding the agency's budget preparation process and the role of the contributing agencies. Section 5.3—Annual Budget states:

It shall be the policy of the Authority to approve only those budgets that do not exceed available revenues and neither the Authority nor the Employer of Record shall disburse funds outside of approved budgets or without the prior written approval of all Member Agencies.

At least sixty 60 days prior to the commencement of each fiscal year the Chief Executive Officer shall meet with each Member Agency to prepare a preliminary budget for the Authority based on the formula identified in Section 5.4. Each Member Agency must approve the preliminary budget prior to May 15th of each year. On or before May 15th of each year the Authority Board of Directors shall adopt a preliminary annual budget for maintenance and operation costs of the Authority. On or before September 1 of each fiscal year the Authority Board shall adopt a final annual budget for maintenance and operation costs of the Authority.

Following approval of the annual Budget by the Authority Member Agencies shall pay their pro rata share 120 days in advance of their expenses as estimated within the current approved budget.

The Chief Executive Officer and the Treasurer shall provide quarterly budget updates to the Authority Board.

This language lays out specific dates and procedures for developing an Authority budget each year. While the Authority is still young and developing procedures, the last two years' budget preparation processes have not followed this prescribed process, resulting in adjustments during the fiscal year. We believe that this language could be improved to better serve the participating agencies, improve communication and meet the Authority's need for reliable revenue and expenditure projections through the preparation of an accurate and timely Authority budget.

Recommendation: Develop a transparent and participative budget development process. The budget process should include commonly shared budget worksheets, a timeline with achievable milestones, and regular reports and meetings to ensure adequate involvement by all member agencies in the budget preparation and management processes. The final budget document would include a detailed line item budget, a five-year revenue and expenditure projection, and adequate descriptions of major issue items and longer-term major expenditures. The budget process could include:

- A detailed preparation and review timeline that begins with a mid-year review in **January/early February** to discuss the current year's first six months' experience and the prospects for any significant revenue or expenditure changes in the upcoming fiscal year. These discussions would include staff from the Authority, the District and the City;
- In **March**, a status briefing with the Authority Board, the District Board and the Tracy City Council regarding the mid-year review and significant issues affecting the Authority, as well as the budget strategies for the upcoming proposed fiscal year;
- In **May**, a draft budget presentation to the Authority Board, the District Board and the Tracy City Council. The Board, the City and the Authority Board then adopt the draft budget; and
- By **September 1**, the Authority Board adopts the Authority budget. The September adoption should only be approved if there are no significant modifications to the draft budget adopted in May. If there are significant changes, the Authority staff should return to the District Board and the City Council and review the document before the Authority Board adopts the final budget.

VI. TASK 4 - GOVERNANCE MODEL

A. Background

MRG conducted a thorough review of the Authority governance documents and service area maps, conducted numerous meetings with the City, the District and the Authority concerning service delivery and functionality of the governance model. The analysis focused on the purpose of the JPA and how it serves both the City and the District. The analysis also reviewed the benefits of sharing services and the potential risks to both service levels and fiscal health should the member agencies decide to provide services separately. We also reviewed the governance aspects of the Authority model, including a discussion of Board member influence and cost control.

B. JPA Governance Structure and Operations

Our data gathering process included interviews with the Tracy City Manager and City Attorney, the Fire Chief, and District and City representatives to the Board. During our interviews, we asked the following questions:

- In your opinion, does the JPA governance structure function effectively?
- Have you identified any issues associated with the current governance structure?
- Does the JPA governance structure serve its intended purpose?
- Will the currently proposed administrative service modifications (HR, Payroll, Finance) meet the needs of the Authority?
- Do the District Board and City Council recognize the benefits and efficiencies achieved through the JPA?
- Are there other efficiencies or improvements that could enhance the JPA relationship?
- Has the Authority Board or the Agency you represent developed costs/impact estimates for either or both parties if the two agencies decided to provide direct services to their required service areas?
- Do you have suggestions for improving the operations/governance and or funding/expenditures by and for the Authority?

The interviews provided valuable insights into the perspectives of the key participants in the JPA, including helpful suggestions for enhancement of the Authority operations and functionality. We found the participants in the interviews to be fully engaged and positive about the benefits of the JPA. All participants expressed the desire to have the employee transfer and related administrative responsibilities completed and fully implemented.

Significant findings include:

- The lack of partisanship on the part of the Board members contributes to the effectiveness and functionality of the Board;
- The current transitional phase has created a lack of clarity in the present operations of the Authority; although specific requirements are contained in the JPA, they have not yet been fully implemented;
- There is a need for adopted Standard Operating Procedures by the Authority that are developed in conjunction with the two partner agencies;
- The Authority, the City and the District need to adopt a common set of norms and values to follow when engaging with one another;
- Creation of a regularly scheduled series of joint meetings between the three agencies on an annual or more frequent basis would permit information sharing, policy discussions and promote common understandings regarding the JPA operations and issues; and

- Difficulties in the budget preparation process, and the lack of effective communication by Authority staff and the member agencies, have created some frustration on the part of the agencies, staff and Board members.

Although those interviewed all supported the JPA, they recognized that the lengthy time period for full implementation of the employee transition and lack of effective communication regarding budget development and implementation have hampered the Board's efforts to be effective and efficient in its actions.

The need for improved communication between the City and the District, as well as increased training for Board members, emerged as a theme during the interviews. The City Council members who are appointed to the Authority Board are newer members on the Council with limited backgrounds in fire services, while the members of the District Board are long tenured, with significant experience. Regardless of the experience of each Board member, all members could benefit from orientation and training on fire service and governance issues.

Recommendation: In addition to annual joint meetings between the City Council and the District Board, the Authority would be best served by enhancing its existing orientation and training process for Authority Board members. This would include one or more orientation meetings for new Board members with the Fire Chief and key management personnel at the Authority, as well as background materials and access to on-line resources to include fire service, leadership, and Authority governance information. Because District representatives on the Board typically have more tenure than City representatives, City representatives sometimes find themselves with less knowledge of key policy and governance issues. It is important that new members are provided sufficient information to understand their role as a Board member and understand the norms for conducting Authority business.

The JPA model forms a partnership that is intended to serve the City and the District for many years. Although City, District and Authority leadership will come and go over the years, it is critical that the partners are committed to finding solutions to challenges and sustaining the relationship in the long-run. For this partnership to succeed, there must be a common understanding of the value derived by participation in the relationship. Continuous and transparent communication among Board members and staff of all involved agencies are necessary to ensure success of the JPA model.

C. Review of Alternative Methods of Service Delivery

MRG broadly reviewed the impacts on services and developed order-of-magnitude cost estimates associated with separate operations, as well as reviewed the advantages of the current joint service delivery model. Specifically, if the JPA were to dissolve and fire services were provided by the City and the District separately, we evaluated the following questions:

What additional staff for each agency would be needed, including Chief and management positions, operations personnel, and administrative support? What additional operational costs would be incurred, including the need to purchase specialized equipment (that is currently shared) and other costs? Separate operations would require each agency to increase its staffing in several

key areas, including a full-time Chief and additional leadership positions, including battalion chief(s), training officers and fire marshals.

Each agency would need to have adequate administrative staff to process payroll, manage the organization's finances and human resources services, and provide administrative support (note the City already has much of this staff in place, but the District does not). Additionally, the City and the District would each need to acquire and maintain certain specialized equipment that is now shared between them.

Our preliminary cost estimates for administration, leadership and fire prevention staffing total approximately \$2.6 million for each agency. For example, based on current staffing and operational practices, if the City and the District were to operate separately, MRG believes the additional cost for staffing, equipment, facilities and overhead for the City would be approximately \$876,000 for fiscal year 2020/21, \$1,106,000 for 2021/22 and increasing to \$1,273,000 in 2024/25 as a result of the addition of new stations. The additional cost for staffing, equipment, facilities and overhead for the District would be approximately \$679,000 for fiscal year 2020/21, \$909,000 for 2021/22, and \$1,076,000 for 2024/25.

How would property tax revenues to the City and the District be impacted should the JPA dissolve?

The District receives approximately 11% of the property tax receipts generated in the District's jurisdictional boundaries, more than the amount the City receives and is able to commit to fire services. Until recently, the City was able to annex land into the City limits without being required to assume fire service provision for the new territory; the District retained jurisdiction for fire service in these annexed areas, along with its significant share of the property taxes. This benefits the City by allowing the District, with more available tax revenues, to provide fire services. LAFCo has recently indicated that this will not be allowed in the future and that annexations into the City must include fire services. This will significantly shift property taxes previously received by the District to the City's nominal property tax share in the future, but not sufficient to fully fund the City's additional costs to provide fire services (along with all other municipal services). These future annexations will require additional revenue to facilitate the City's provision of fire services.

If the District and City remain in the JPA, the current property tax allocations for the District will remain intact (within current City and District boundaries). If the City and the District dissolve the JPA, each agency will become responsible for fire services within its jurisdictional boundaries and the tax allocation between agencies would adjust. There are several scenarios for determining how the property tax allocations would adjust, and LAFCo would be required to take actions that impact revenues. There is significant risk that either the City or the District, or both, could suffer revenue reductions that would diminish their ability to provide fire services. Dissolution of the JPA would expose both the City and the District to undetermined, but potentially significant, revenue losses, and diminished ability to provide services.

Would there be operational inefficiencies related to station location and equipment availability, including the need to serve discontinuous areas (islands)? Separate operations would require reallocation of resources and inefficient operations. The current and planned station locations were based on the Authority continuing to serve both the City and the District service areas. If

the agencies responded to calls separately, “service islands” would be created, increasing response times, as the closest station would not always be responding to calls.

Would the newly independent partners agree to “border/boundary drops,” mutual aid and closest available apparatus response agreements in order to avoid reduced or inconsistent fire, rescue and EMS services? In order to minimize the inefficiencies or interruptions that could occur when services are separated, the City and the District would best serve their communities by entering into agreements to drop boundaries and provide “auto-aid” to one another, providing services more similar to the JPA service model. However, such agreements are not guaranteed and their potential effectiveness would depend on negotiations at the time.

How would the public perceive the separation, and would there be confusion and inconsistencies with service areas and available programs/services? Fire services have been provided by the JPA (in a previous form) since 1999, and termination of the JPA would result in significant confusion on the part of the public regarding service providers. Substantial outreach efforts would be required to educate the community about the separate structure and service boundaries.

Overall, separating operations would create operational issues. If the agencies were dispatching separately and adopted different standards for commonly used equipment or apparatus, joint and reciprocal operating agreements would be difficult to implement, less effective, and potentially less safe. In addition, joint special emergency operations, such as hazardous materials response, technical rescue operations (such as confined space and trench rescue), swift water rescue, wildland operations and urban search and rescue capabilities would be more complex to provide, and require an additional level of coordination at the time of an incident when it is critical.

Recommendation: We believe that the JPA model provides superior, less costly and more effective services to the community than would be provided if the participating agencies provided those services separately. State and national trends in fire suppression services have moved toward shared or fully consolidated services, similar to the SSJC Fire Authority, as a way to improve efficiencies in the face of increasing costs, advancing technology, and improving professional standards.

D. Governance Model and Board Member Influence

The current JPA governance structure is designed to have equal representation from the City and the District. Two members from each agency are appointed to serve on the Board. The Fire Chief is appointed by, and reports to, the Board, and the fire employees will be transferred from the City to the Authority in the coming months. The Board has operated as constituted in the JPA since 2018.

The Authority Board, with equal representation from the City and the District, has an even number of members. The consensus among City and District Board members that we interviewed is that the JPA equal member representation structure serves the Authority well in its current form. While some Board members expressed interest in adding a fifth member to

eliminate voting deadlocks, most members we spoke to value the current 2-2 Board structure, because it encourages a collaborative approach and forces members to work together to reach consensus.

It is important to note that the composition of the Authority Board did not change with the creation of a new JPA. Under the old model, as well as the new model, the City and the District each have equal votes, and neither can “win” or “lose” a vote. Neither the City nor the District can now, nor could they in the past, control critical votes, including labor negotiations and establishing operational policies. Instead, the four Board members must think collaboratively and creatively to develop mutually beneficial policies.

Options to this structure might include adding an additional “impartial” member appointed by the Authority Board or moving toward a “weighted” vote method based on each agency’s financial contributions to the JPA. However, each of these options adds additional complexity and may be unnecessary if the current model is effective. Most Board members we spoke to expressed that while the 2-2 voting structure has not been a problem in the past, the structure might have to change if another agency joins the JPA in order to provide representation for the new member agency.

Recommendation: While the equal voting method requires collaboration in order to avoid deadlock, there are ways that Board members can increase their effectiveness and achieve success and outcomes that benefit their agency. Through additional Board training and development, as well as enhanced staff communication, Board members will become more fully apprised of organizational and operational issues before making decisions. Clear communication with and between Board members during meetings and in Board work sessions creates a more effective and efficient Board environment. It is also important for Board representatives to understand and clearly represent their agency’s interests and hold the JPA staff accountable for their actions, recommendations and program implementation.