

# **PERSONNEL AND SALARY RESOLUTION**

## **ORANGE COUNTY FIRE AUTHORITY**

**Revisions Approved by the Board of Directors**

**June 26, 2025**

**Effective June 27, 2025**

(Amendments to Definitions; Part 3;  
Sections 6, 7, 8, and 17; Appendix A)

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## DEFINITIONS

The following terms as used in this Personnel and Salary Resolution shall, unless the context clearly indicates otherwise, have the respective meanings herein set forth:

**ADMINISTRATIVE MANAGEMENT** shall mean positions designated under Administrative Management as specified in Appendix B.

**ASSISTANT CHIEF** shall mean the Executive Management employee responsible for Business Services, Community Risk Reduction, Operations, Organizational Planning, or Support Services.

**AUTHORITY** shall mean the Orange County Fire Authority (OCFA). The Authority is a joint powers agency that was created to discharge the functions of the Orange County Fire Department and which, effective March 1, 1995, became the successor organization to the Orange County Fire Department.

**BOARD** shall mean Board of Directors of the Authority.

**BOARD OF RETIREMENT** shall mean the Board of Retirement of the Orange County Employees Retirement System (OCERS).

**CHIEF OF STAFF** shall mean the Fire Chief's principal advisor and strategic partner in creating and managing the organization's goals, projects, communications and initiatives, and in ensuring that the Fire Chief is optimally prepared and briefed on current and emerging matters within the agency and fire service.

**COMPENSATION EARNABLE** shall mean the employee's hourly rate of pay and any other compensation the employee receives that is used by the Orange County Employees Retirement System in calculating the employee's Average Monthly Compensation.

**CONTINUOUS SERVICE** shall mean employment in a regular position that has not been interrupted by resignation, discharge, or retirement. Official Leaves of Absence shall not constitute a break in continuous service. For employees who transitioned directly from the County of Orange to Authority employment prior to September 1, 1995, continuous service shall include prior continuous service with the County of Orange.

**COUNTY** shall mean the County of Orange and special districts governed by the Board of Supervisors.

**DEPARTMENT** shall mean a Department within the Authority such as Business Services, Community Risk Reduction, Operations, Organizational Planning, and Support Services.

**DEPARTMENT HEAD** shall mean an executive manager of the Authority who is responsible for a Department within the Authority including Assistant Chief of Operations, Assistant Chief of Business Services, Assistant Chief of Community Risk Reduction, Assistant Chief of Organizational Planning, and Assistant Chief of Support Services.

**DEPUTY FIRE CHIEF** shall mean an executive manager of the Authority who is responsible for a Bureau with the Authority including Deputy Chief of Administration & Support Bureau and Deputy Chief of Emergency Operations.

**ELIGIBLE FORMER EMPLOYEE** means an Employee who meets the coverage and participation requirements set forth in Sections 3.2.1 and 3.2.2 of the Retiree Medical Plan at the time of his/her

termination of employment with the Authority.

**ELIGIBLE RETIREE** means a retiree who is receiving a monthly retirement allowance from the Orange County employees Retirement System (OCERS), who meets the coverage and participation requirements set forth in Section 3.1 and 3.2 of the Retiree Medical Plan and whose coverage has not been terminated under Section 3.3 of the Retiree Medical Plan.

**EMERGENCY** shall mean an unforeseen circumstance requiring immediate action, a sudden unexpected happening, an unforeseen occurrence or condition, a pressing necessity.

**EMPLOYEE** shall mean a person employed by the Authority and covered by the terms of this Personnel and Salary Resolution, except where the natural construction of this Resolution otherwise indicates, and except elected officers and Volunteer Reserve Firefighters.

**EXECUTIVE MANAGEMENT** shall mean an employee employed in one (1) of the classes as listed in Appendix A.

**EXTRA HELP EMPLOYEE** shall mean an employee employed in an extra help position. An extra help employee serves at the pleasure of the Authority in an extra help position and may be removed from an extra help position at any time with or without notice or cause and without a hearing.

**EXTRA HELP POSITION** shall mean a position that is intended to be occupied on less than a year-round basis, including, but not limited to, the following: to cover seasonal peak workloads; emergency extra workloads of limited duration; necessary vacation relief, paid sick leave, and other situations involving a fluctuating staff. Ordinarily, a full-time extra help position shall not be authorized for a period exceeding six (6) months. In unusual circumstances, and at the discretion of the Fire Chief and the Human Resources Director, a full-time extra help position may be authorized for a period longer than six (6) months, provided such period shall not exceed one (1) year.

**FIRE CHIEF** shall mean the person who is the principal officer or employee of the Authority or his/her designee.

**FIRE MANAGEMENT** shall mean employees covered under the Fire Management Unit as referred to in the Memorandum of Understanding between the Orange County Fire Authority and the Orange County Fire Authority Chief Officers Association.

**FISCAL YEAR** shall mean a period from July 1 through June 30.

**FULL-TIME EMPLOYEE** shall mean an employee employed in a regular or limited-term position whose normally assigned work hours equal those of a full workweek or work period as described hereinafter.

**GENERAL UNIT** shall mean employees covered under the General Unit as referred to in the Memorandum of Understanding between the Orange County Fire Authority and Orange County Employees Association.

**HUMAN RESOURCES DIRECTOR** shall mean the Human Resources Director or his/her designee.

**LIGHT DUTY ASSIGNMENT** shall mean temporary modified (light duty) assignment as defined in SOP AM 103.01B.

**LIMITED-TERM EMPLOYEE** shall mean an employee employed in a limited-term position, except where a regular position is converted to a limited-term position, in which case, the incumbent shall retain his/her former status. As an exception to this definition, a limited-term employee may also be used to fill a regular position when the incumbent employee is on Official Leave of Absence.

**LIMITED-TERM POSITION** shall mean a position that the Authority has determined has no anticipated long-range funding or has uncertain future funding.

**OCFA** shall mean the Orange County Fire Authority.

**PART-TIME EMPLOYEE** shall mean an employee employed in a regular or limited-term position whose normally assigned work hours do not equal those required of a full-time employee.

**PRACTICABLE** shall mean economically or operationally feasible or reasonably able to accomplish.

**PROBATIONARY EMPLOYEE** shall mean a person who is serving a probation period and is employed in a regular or limited-term position.

**PROMOTION** shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class where the maximum rate on the new salary range is at least two and seventy-five hundredths (2.75) percent higher than the maximum rate of the old salary range.

**PROVISIONAL APPOINTMENT** shall mean an appointment of a qualified person who is not a regular, probationary, or limited-term employee of the Authority to a regular or limited-term position on a temporary basis.

**PROVISIONAL EMPLOYEE** shall mean an employee who occupies a regular or limited-term position as the result of a provisional appointment.

**RATING YEAR** shall mean that time period considered in the preparation of annual performance evaluations under the Annual Merit Review Program.

**REASSIGNMENT** shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class on the same salary range or to a class where the maximum rate on the new salary range is less than two and seventy-five hundredths (2.75) percent higher or lower than the maximum rate of the old salary range.

**RECRUITING RATE** shall be the minimum rate of the salary range allocated to a class, unless otherwise authorized by the Board or the Human Resources Director.

**REDUCTION** shall mean the movement of a regular, limited-term, or probationary employee from one (1) class to another class where the maximum rate of the new salary range is at least two and seventy-five hundredths (2.75) percent lower than the maximum rate of the old salary range.

**REEMPLOYED EMPLOYEE** shall mean an employee who is reemployed by the Authority in accordance with the eligibility requirements identified in the OCFA Selection Rules and Appeals Procedure.

**REGULAR EMPLOYEE** shall mean a person who is not on probation and is employed in a regular or limited-term position.

**REGULAR POSITION** shall mean a position established on a permanent year-round basis requiring work on a regular schedule, unless otherwise authorized by minute order of the Board.

**REINSTATED EMPLOYEE** shall mean an employee who is reinstated by the Authority in accordance with the LAYOFF PROCEDURE.

**SENIORITY** shall mean total continuous full-time equivalent service as a regular employee, unless the context herein indicates otherwise.

**SERVICE** for the purpose of determining benefits under the Retiree Medical Insurance Grant shall mean service for the Authority, and shall include service for the County of Orange, if the employee/retiree transitioned directly from County employment to Authority employment no later than September 1, 1995, and has been continuously employed by the Authority until retirement. When the word SERVICE is printed in all uppercase letters, it refers to this definition.

**SOP** shall mean Standard Operating Procedure.

**SUPERVISORY MANAGEMENT UNIT** shall mean employees covered under the Supervisory Management Unit as referred to in the Memorandum of Understanding between the Orange County Fire Authority and the Orange County Employees Association.

**SUPPORTED EMPLOYMENT UNIT** shall mean employees who have been referred to the Authority by Goodwill Industries and accepted by the Authority as program participants.

**Y-RATE** shall mean a pay rate outside of the assigned salary range of a class.

**PART 1**  
**ARTICLE I**

**GENERAL PERSONNEL PROVISIONS**

**Section 1. Regulation of Employees**

- A. There is hereby adopted a merit system for the personnel administration of this Authority basing appointments, promotions, reductions, and discharges specifically on merit for all employees, except for extra help employees, Senior Executive Assistant to the Fire Chief, and appointments and promotions to Executive Management positions.
- B. All employees shall hold their positions subject to rules and regulations established by Resolution of the Board.

**Section 2. Conflict of Interest**

- A. Authority employees shall refrain from engaging in any activities that constitute a conflict of interest due to the nature, conditions, or some other aspect of the activity. It shall be the responsibility of the Fire Chief to ensure that employees in the Authority refrain from engaging in any activities that constitute a conflict of interest. The following are examples of activities that may involve a conflict of interest:
  - 1. The use of Authority time, facilities, equipment, badge, or uniform for private gain or advantage, or private gain or advantage of another.
  - 2. The use of prestige or influence of Authority employment for private gain or advantage, or the private gain or advantage of another.
  - 3. The use of confidential information acquired by virtue of Authority employment for the employee's private gain or advantage, or private gain or advantage of another.
  - 4. The acceptance of money or other consideration by an employee from any person, except the Authority for the performance of an act that the employee would be required or expected to render in the regular course or hours of his/her Authority employment, or as a part of his/her duties as an Authority employee.
  - 5. The performance of an act in other than his/her capacity as an Authority employee knowing that such act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by the employee or the Authority.
  - 6. The representation of or assisting in the representation of private interests for profit before any board or committee of the Authority or in court when the Authority is a party.
  - 7. The solicitation of future employment with a business doing business with the Authority over which the employee has some control or influence in his/her official capacity at the time of transaction.

### **Section 3. Employment of Relatives**

#### **A. Purpose**

1. To provide guidelines for employment of close relatives as situations involving relatives working in the Authority may result in morale problems, inappropriate supervision, conflict of interest, or public criticism. The intent is to avoid the opportunity for an officer or employee of the Authority to use personal influence to aid or hinder another in the employment setting or situation because of a personal relationship.

#### **B. Policy**

1. General: No person may be appointed, promoted, reduced, transferred, or reassigned to a position in which that person is in the direct line of supervision of a close relative; nor shall close relatives have the same immediate supervisor. "Supervision" includes the assignment of work, evaluation of performance, and setting or influencing the pay or granting of benefits to the other.
2. Definition: A close relative shall be defined as an individual related by blood, adoption, or marriage, e.g., spouse, parent, child, sibling, grandparent, grandchild, uncle, aunt, first cousin, nephew, niece, mother/father in-law, son/daughter in-law, sister/brother in-law, step- parent, step-child, step-brother/sister or half-brother/sister.
3. Disclosure: All applicants for employment, promotion, reduction, transfer, or reassignment to a position in the Authority shall be required to disclose the name(s) and position title(s) of any close relative currently employed in the Authority prior to appointment, promotion, reduction, transfer, or reassignment. An employee who becomes a "close relative" by marriage subsequent to appointment shall disclose the new relationship(s) to his/her supervisor.
4. The Human Resources Director shall provide appropriate forms and procedures for the disclosure process.
5. Exemptions: The Fire Chief may grant exemptions required for the effective and efficient operation of the Authority. The Fire Chief shall develop appropriate procedures to ensure the objective review of requests for exemption.

#### **C. Procedure for Exemption From Policy**

1. The hiring supervisor shall request authority for an exemption from policy from the Fire Chief prior to appointing, promoting, reducing, transferring, or reassigning a close relative of an employee, if such action shall result in a violation of policy above.
2. The written request for exemption from policy shall include:
  - a) Names of prospective employee and known close relative employee(s) and relationship(s).
  - b) Titles and summary of duties, and work relationship of affected positions.

- c) Qualifications of applicant indicating why the selected applicant is the best qualified or better qualified than other candidates.
  - d) Justification for exemption, indicating why it is necessary for the effective and efficient operation of the Authority and including a statement of why supervisor believes problems shall not result.
- 3. The Fire Chief shall approve or disapprove supervisor's recommendation and notify the Human Resources Director of specific reasons for decision. Upon request, the Human Resources Director shall review and provide comments to the Fire Chief. The Human Resources Director shall maintain a listing of exemptions granted after the effective date of this policy.
- 4. When an exemption is granted for a close relative of the Fire Chief, the Board shall be promptly notified.

#### **Section 4. Drug and Alcohol Policy**

##### **A. Purpose**

It is the purpose of this policy to articulate the position of the Authority Board with respect to the use of drugs or alcohol by Authority employees while on Authority time, in Authority vehicles, on Authority property, or in Authority facilities.

##### **B. Policy**

In recognition of the duties entrusted to the employees of the Authority and with knowledge that drugs and alcohol do hinder a person's ability to perform duties safely and effectively, the Board adopts the following policy:

- 1. It is the policy of the Authority to maintain a safe, healthful, lawful, and productive workplace. Members of the Board are committed to discouraging alcohol and drug abuse and to achieving a workforce free from the influence of drugs and alcohol.
- 2. It is the intent of this policy to deter the misuse or abuse of legal or illegal substances that create a threat to the safety and health of any Authority employee or member of the public. The Authority is concerned with those situations where the use of alcohol and drugs interferes with any employee's safety and job performance, adversely affects the job performance or safety of other employees, or affects the safety of the public.
- 3. The Authority has established a voluntary Employee Assistance Program to assist all Authority employees who wish to seek help for alcohol and drug problems. The Authority also makes available a variety of insurance coverage that provides treatment for drug and alcohol abuse. Employees may contact their supervisors, insurance provider, or the Employee Assistance Program for additional information.
- 4. The use, possession or sale of illegal drugs is unlawful, dangerous, and prohibited. The use of alcohol in the workplace, or prior to coming to the workplace so that the employee's performance is impaired is dangerous to the employee, to other employees, and the general public and is prohibited. The abuse of all drugs, including alcohol by employees is unacceptable since it can adversely affect health and safety, security and productivity, as well

as public confidence and trust.

5. Violation of this policy may be grounds for disciplinary action up to and including discharge from Authority service. The Authority may develop additional policies or work rules to augment the above policy statement.
6. Employees who experience drug or alcohol problems are encouraged to seek referral for rehabilitation through the Employee Assistance Program (EAP) or their insurance provider. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to performance problems. Once a violation of this policy occurs, subsequent use of the Employee Assistance Program or other programs on a voluntary basis shall not necessarily lessen disciplinary action.

#### **Section 5. Position Classification Plan**

- A. The Position Classification Plan of the Authority shall consist of the class titles and the class specifications adopted by the Board. There shall be a class specification for each class (unless exempted by the Board) that includes the title of the class and indicates the type of work performed and the minimum qualifications for employment. Class specifications shall be established by the Board of Directors and maintained current by the Human Resources Director in the following areas: 1) legal requirements for licensure, 2) Fair Labor Standards Act (FLSA) mandates, and 3) organizational changes to reporting relationships.
- B. The Human Resources Director shall administer the Position Classification Plan for all positions in the Authority service, except those designated by the Board as being exempted. The Human Resources Director shall make recommendations to the Board as to the establishment of classes. The Human Resources Director shall establish procedures to administer the Position Classification Plan.
- C. The Human Resources Director is authorized to conduct studies of the duties and responsibilities of the various positions in order to maintain the Position Classification Plan.

#### **Section 6. Number and Classification of Activated Positions**

- A. The number of activated regular positions shall be as designated by the Board. The Fire Chief shall not appoint regular or probationary employees in excess of the positions activated by the Board, except that the Fire Chief, with notification to the Human Resources Director, may fill a regular position with a replacement up to twenty-eight (28) calendar days in advance of the separation of a terminating employee.
- B. The Human Resources Director is authorized to reclassify positions when such reclassifications are consistent with classification concepts, classification specifications, and salaries adopted by the Board, and the Fire Chief agrees with the classification change.
- C. The Human Resources Director may authorize that a regular position be used as one (1) or more part-time regular positions, provided that the total regularly scheduled hours of the part-time positions do not exceed the number of hours per

week authorized for the activated regular position.

- D. The Fire Chief may appoint limited-term or extra help employees subject to a determination by the Human Resources Director as to the appropriate classification of the positions. Ordinarily, a full-time extra help position shall not be authorized for a period exceeding six (6) months. In unusual circumstances, and at the discretion of the Fire Chief and the Human Resources Director, a full-time extra help position may be authorized for a period longer than six (6) months, provided such period shall not exceed one (1) year.
- E. When a regular or limited-term position is vacant due to Leave of Absence, the position may be filled for the length of the immediately preceding Authority Leave, Official Leave, Leaves for disability reasons, Military Leave, Parenthood Leave, or other loan program and any extensions of such Leaves.
- F. When an employee who is separating from Authority service by way of paid Authority retirement elects to take time off for vacation, the position to be vacated may be filled by the Authority for the length of vacation time off prior to the employee's paid retirement.
- G. When a regular or limited-term employee is on a Leave of Absence with Pay and the cost of the employee's salary and benefits is fully reimbursed to the Authority, the employee's position may be filled by the Authority for the length of the paid Leave.

## **Section 7. Selection Procedures**

- A. Consistent with Section 1.A of this Article, the Human Resources Director shall determine the method of evaluating the qualifications of applicants and employees. The Human Resources Director shall administer the Authority Merit System Selection Rules and Appeals Procedure. Such Rules may be revised by the Human Resources Director, provided that no revision that nullifies the basic principle of a merit system shall be effective, unless approved by the Board.
- B. Consistent with Section 1.A of this Article, the Human Resources Director shall determine the selection methods for the filling of all positions. The Fire Chief shall appoint and promote only from among those persons who are certified to him/her by the Human Resources Director as being eligible for the particular class, except as provided in the Authority's Merit System Selection Rules and Appeals Procedure. An appropriate form shall be signed by the Fire Chief or his/her designee and approved by the Human Resources Director before salary payment shall be made to any employee.
- C. When the Authority assumes or absorbs the functions and personnel of another government agency, the Human Resources Director may waive or modify the regularly established minimum qualifications and selection procedures for the employees involved.

## **Section 8. Performance Evaluations**

- A. The Human Resources Director is authorized to establish a performance evaluation program for the Authority.

## **Section 9. Administrative Leave**

- A. The Human Resources Director may authorize an employee to be absent with pay from his/her regular work area for reasons other than physical or mental illness for a period of time not to exceed one hundred twenty (120) regularly scheduled working hours, if the Fire Chief finds that such absence:
  - 1. Contributes to the employee's effectiveness in his/her assigned duties and responsibilities; or
  - 2. Contributes to the functions and goals of the Authority.
- B. An employee may be absent with pay from his/her regular work area in excess of one hundred twenty (120) regularly scheduled working hours upon the approval of the Human Resources Director and the Fire Chief. Requests for an absence with pay from the regular work area in excess of one hundred twenty (120) regularly scheduled hours shall state specifically the reason for the request and the beginning and ending dates of the absence. For purposes of this Section, regular work area shall mean the geographic area to which the employee is typically and appropriately assigned to work during the usual course of employment.

## **Section 10. Military Leave of Absence**

- A. A request for Military Leave of Absence shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence, and the probable date of return. Military Leave is governed by provisions of the Military and Veterans Code of the State of California. An employee receiving pay for a portion of such Leave shall not be deemed to be occupying a position during such paid Leave period. When a regular position is vacant due to a Military Leave of Absence, the position may be filled for the length of that Leave.

## **Section 11. Time Off for Voting**

- A. If an employee does not have sufficient time outside of working hours to vote at a State-wide election, the employee may, without loss of pay, take off enough working time that when added to the voting time available outside of working hours shall enable the employee to vote.
- B. No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift/day, whichever allows the most free time for voting and the least time off from the regular working shift/day, unless otherwise mutually agreed.

- C. If the employee on the third working day prior to the day of election, knows or has reason to believe that time off shall be necessary to be able to vote on election day, the employee shall give his/her supervisor at least two (2) working days' notice that time off for voting is desired in accordance with the provisions of this Section.

## **Section 12. Provisional Appointment**

- A. A provisional appointment shall not extend beyond the time needed to establish an eligible list and permit a regular appointment to be made. A provisional appointment shall not be continued for more than six (6) months from date of appointment, unless an extension of no more than one (1) year from the original date of the provisional appointment is approved by the Human Resources Director.
- B. A probationary, regular, or limited-term employee shall not be eligible for a provisional appointment.
- C. A provisional employee shall not serve a probationary period. If a provisional employee receives a regular appointment, the employee shall serve a new probationary period. A provisional employee who receives a regular appointment shall maintain his/her original hire date for purposes of vacation and sick leave accrual, retirement, and layoff.
- D. A provisional employee may be released from service at any time without right of appeal or hearing.
- E. Provisional employees shall earn all other benefits that accrue to regular employees, except for rights and benefits pursuant to the Layoff Procedure provided for in the applicable Memoranda of Understanding or Personnel and Salary Resolution.

## **ARTICLE II**

### **PAY PRACTICES**

#### **Section 1. Method of Compensation for Employees**

- A. Employees shall receive compensation at the biweekly or hourly rate within the range or at the flat rate assigned to the class in which they are employed.
- B. The Human Resources Director is authorized to create a table of class titles, pay rates, and salary schedules consistent with actions taken by the Board authorizing such titles and rates of pay. The Human Resources Director may also change such tables, rates, and schedules in accordance with the provisions of the various Memoranda of Understanding or by subsequent action of the Board.

#### **Section 2. Salary Payment Procedure**

- A. A pay period shall cover fourteen (14) calendar days and shall start on a Friday and end with the second Thursday thereafter. Employees and officers shall be paid approximately eight (8) days after the end of a pay period, usually on a Friday.
- B. Compensation for each employee for whom compensation is established shall be paid out of the Authority General Fund or such other fund as may be provided by ordinance or by law upon certification by the Fire Chief that such employee has performed the services set forth in said certificate. When an employee separates from the Authority service and use of the regularly scheduled certification would create an inequitable delay, the Fire Chief may immediately file a special payroll certification of such separation. A warrant may be drafted for the period of time and/or pay due said employee up to the time of separation. Notice of such separation shall be immediately filed with the Human Resources Director.
- C. As a condition of receipt of his/her salary warrant, the Fire Chief shall file a written certificate to the effect that each of his/her employees during said pay period has performed services for the Authority as required by law. If there is any exception, the Fire Chief shall so state in the certificate. The Authority shall retain a copy.

#### **Section 3. Authorization for Salary Increases**

- A. The Human Resources Director shall provide written notification to the Finance Manager of all salary increases and such notifications shall constitute authorization for payments to the employee at the higher rate.

#### **Section 4. Compensation for Authority Employees When Performing as Volunteer Reserve Firefighters**

- A. Employees who, in addition to being employed in another job class, also volunteer as Volunteer Reserve Firefighters shall be excluded from eligibility for overtime compensation during such time when they volunteer as Volunteer Reserve Firefighters.

## **Section 5. Limitations upon Compensation**

- A. Unless otherwise provided by Resolution, all fees, commissions, mileage (other than mileage reimbursement received pursuant to the Authority's mileage reimbursement provisions), and compensation of whatever nature or character received by an employee by virtue of his/her office shall be deposited with the Authority for each calendar month not later than the fifth of the succeeding month and be deposited into the General Fund of the Authority, or such other fund as maybe provided by law, and shall become the property of the Authority immediately upon its receipt by such employee. The provisions of Section 70 of the Penal Code relative to the asking or receiving of gratuities are hereby made a part of the regulations governing employees.

## **Section 6. Authority to Resolve Employee Complaints/Grievances**

- A. The Human Resources Director may authorize payments in settlement of employee complaints or grievances where:
1. Resolution of the complaint advances effective employer-employee relations; and
  2. The cost of potential arbitration or litigation exceeds the amount in controversy; and
  3. The amount of such settlement does not exceed ten thousand (10,000) dollars in any one (1) case.

## **ARTICLE III**

### **TUITION REIMBURSEMENT**

#### **Section 1. Objective**

- A. The tuition reimbursement program is designed to encourage employees to continue their self-development by enrolling in classroom courses that will:
  - 1. Educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs; or
  - 2. Help prepare them for advancement to positions of greater responsibility in the Authority service.

#### **Section 2. Eligibility of Courses**

- A. The following criteria shall be used in determining the eligibility of courses for tuition reimbursement:
  - 1. Courses must be related to the work of the employee's position or occupation.
  - 2. Courses must have reasonable potential for resulting in savings or in more efficient service.
  - 3. Courses must be taken on employee time.
  - 4. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions shall be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent attendance at courses offered locally.
  - 5. The prerequisite courses for eligible courses are also eligible for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactorily completed.
  - 6. Courses that are neither eligible in themselves, nor prerequisites for eligible courses, but that are required for the completion of a degree in a work-related field are eligible for tuition reimbursement.
  - 7. Courses are not eligible for tuition reimbursement if they:
    - a) Are taken to bring unsatisfactory performance up to an acceptable level;
    - b) Are taken to acquire skills or knowledge that the employee was deemed to have when appointed;
    - c) Duplicate available in-service training; or
    - d) Duplicate training that the employee has already had.
- B. Conventions, nonacademic workshops, institutes, etc., are not ordinarily included in the tuition reimbursement program because such programs often are given by non-accredited institutions, involve Authority time, considerable travel expense, and are not easily comparable to any other programs. Therefore, the Transportation

and Travel-Meetings and Conferences account code shall be used for such programs and requests shall be made in the usual manner. However, with the approval of the Human Resources Director, exceptions may be made for individual requests if: 1) an employee can only receive a specialized course from a nontraditional institution, and 2) the program meets the other criteria previously outlined.

### **Section 3. Eligibility of Employees**

- A. Full-time (regular, limited-term, and probationary) employees performing their jobs satisfactorily are eligible for reimbursement.

### **Section 4. Nature of Reimbursement**

- A. Reimbursement may be made for tuition, registration fees, books, and laboratory fees. Expenses for parking, travel, meals, processing fees for admittance to a university or college, and other incidental costs are not reimbursable.
- B. Reimbursement shall be made to the employee upon completion of the course with a minimum final grade of "C" or its equivalent in an undergraduate course, or "B" or its equivalent in a graduate level course. No reimbursement shall be made for audited courses or incomplete courses.
- C. Reimbursement shall be limited as follows:
  - 1. No employee shall be reimbursed for more than two (2) courses in a single semester or quarter.
  - 2. The maximum reimbursement that may be received by an employee from the Authority in one (1) fiscal year shall be as provided in the applicable Memorandum of Understanding for each bargaining unit.
  - 3. No employee shall be reimbursed for expenses totaling less than five (5) dollars for a single course.
  - 4. Reimbursement received from other sources for tuition, registration fees, books, and/or lab fees shall be deducted from the cost of such expenses in determining the amount that the Authority shall pay.

### **Section 5. Request Procedure**

- A. The employee shall apply for tuition reimbursement through normal supervisory channels on forms provided by the Human Resources Director within thirty (30) calendar days after the starting date of the course.
- B. The Human Resources Director or his/her designee shall either approve or deny the application based on the criteria set forth in this policy and in the Tuition Reimbursement Guide.
- C. Upon completion of an approved course, the employee shall submit verification of fees paid, books purchased, and grades achieved for reimbursement in accordance with the Authority's tuition reimbursement process through normal supervisory channels.

## **ARTICLE IV**

### **PAYOFF PROVISIONS**

#### **Section 1. Sick Leave Payoff**

- A. If applicable, the amount of the payment for unused sick leave shall be calculated on the basis of the employee's salary at the time of paid Authority retirement or death. Extra help employees are not eligible for sick leave payoff.

#### **Section 2. Vacation Payoff**

- A. The amount of the lump sum payment for accrued vacation shall be calculated on the basis of the employee's salary at the time of separation.

## **ARTICLE V**

### **INSURANCE FOR VOLUNTARY RESERVE FIREFIGHTERS**

#### **Section 1. Insurance for Volunteer Reserve Firefighters**

- A. The Authority shall provide to Volunteer Reserve Firefighters health and welfare benefits that shall include life, accidental death and dismemberment, vision, and dental benefits. Accidental death and disability income protection benefits shall be provided for enrolled Volunteer Reserve Firefighters.

## **ARTICLE VI**

### **SUPPORTED EMPLOYMENT PROGRAM**

#### **Section 1. Program Intent**

- A. As part of its community involvement, the Authority participates in the Supported Employment Program administered by Goodwill Industries. The purpose of this program is to assist developmentally disabled adults in job training and placement. Individuals referred to the Authority by Goodwill Industries and accepted by the Authority as program participants shall be placed in positions specifically created for this program and shall serve in an "At-Will" capacity.

#### **Section 2. Program Participants**

- A. Participants in this program shall become employees of the Authority and shall be placed in the classification of Services Aide, which shall be in the Supported Employment Unit exclusively designated for this program. The salary for this classification has been set in accordance with the Authority's salary policy and shall be maintained at the level of one (1) dollar above the State minimum wage requirement.

#### **Section 3. Insurance**

- A. Employees in this program are eligible for Medical Health and Dental Insurance. The employee may elect to participate in the OCFA medical health and dental insurance program. If the employee elects to participate, the Authority shall contribute one hundred percent (100%) toward the employee's insurance premium for employee-only coverage.

#### **Section 4. Retirement**

- A. Eligibility

Employees in this program are included in the Orange County Employees Retirement System (OCERS) as determined by their date of entry into eligible service.

- B. Employer's Contribution

For employees hired before January 1, 2013 and for employees hired on or after January 1, 2013 who are considered "Legacy Members" of OCERS within the meaning of the Public Employees' Pension Reform Act of 2013 (PEPRA), the Authority shall contribute one hundred percent (100%) of the employee's retirement contribution, exclusive of the six percent (6%) employee reimbursement identified in Section D . 1 . b . Such contribution shall be credited as fifty percent (50%) pursuant to Government Code Section 31581.1 and fifty percent (50%) pursuant to Government Code Section 31581.2.

- C. Final Compensation for Legacy Members of OCERS

“Final Compensation” for Legacy Members of OCERS, in accordance with Government Code Section 31462(a) means the average annual compensation earnable by a member during any three years elected by a member at or before the time he or she files an application for retirement, or, if he or she fails to elect, during the three years immediately preceding his or her retirement. If a member has less than three years of service, his or her final compensation shall be determined by dividing his or her total compensation by the number of months of service credited to him or her and multiplying by 12.

D. Retirement Formulas and Employee Contributions

1. Employees Hired Prior to January 1, 2013 or Employees Hired On or After January 1, 2013 with Reciprocal Retirement Benefits

- a. The Authority will continue the retirement formula of 2.7% at Age 55 as follows:
- b. The employees will continue to pay six percent (6%) of the employee's Compensation Earnable. This deduction shall continue during the employee's employment period with the Authority.

2. Employees Hired On or After January 1, 2013 with No Reciprocal Benefits

- a. The retirement formula will be the 2.5% at age 67 retirement formula per Government Code Section 7522.20(a), utilizing the average three highest years of compensation per Government Code Section 7522.32. Pensionable compensation and other pension related conditions are governed by the provisions of PEPRA and the OCERS Board of Retirement.
- b. Employees shall pay one half the normal cost as defined by PEPRA.

**Section 5. Other Benefits**

A. Vacation

Employees shall accrue eighty (80) hours of vacation prorated annually based on the number of hours worked. Employees shall not be eligible to apply vacation to absences until completion of one (1) year of service. Vacation may be accrued up to a maximum of two hundred eighty (280) hours.

B. Sick Leave

Employees shall accrue a minimum of three (3) days and up to seventy- two (72) hours of sick leave prorated annually based on the number of hours worked. Employees shall not be eligible to apply sick leave to absences until completion of ninety (90) days of service. There shall be no limit on the maximum of accrued sick leave.

C. Holiday Pay

Holiday pay shall be compensated in the same manner as is applicable to the majority of staff employees.

- D. Individuals in this program may qualify for and may receive assistance from the State and/or Federal government relative to benefits. The Authority may, at its absolute discretion, provide other benefits to individuals employed in these classifications as determined in writing by the Fire Chief.

<b><u>ARTICLE VII</u></b>
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**SEPARABILITY**

In the event that any provision of this Personnel and Salary Resolution is declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Personnel and Salary Resolution, it being the express understanding of the Board of Directors that all other provisions not declared invalid shall remain in full force and effect.

## **PART 2 - ADMINISTRATIVE MANAGEMENT**

### **ARTICLE I**

#### **EMPLOYMENT PROVISIONS**

##### **Section 1. Temporary Promotion**

- A. A regular, probationary, or limited-term employee who is assigned on a temporary basis to a higher level vacant (regular or limited-term) position shall be promoted on a temporary basis to that class, provided he/she meets the qualifications of the position, when such employee has been assigned to the higher class for one hundred twenty (120) consecutive regularly scheduled hours of work, and the employee has been performing all of the significant duties and responsibilities of the higher class, unless the employee requests to be reassigned to his/her former class. In such a case, the employee shall be reassigned within five (5) working days.
- B. The Authority may, at its option, waive the one hundred twenty (120) hour requirement when it is necessary to utilize a regular, probationary, or limited-term employee in a higher level vacant (regular or limited-term) position for a period that is expected to be at least one hundred twenty (120) consecutive regularly scheduled hours, but less than one (1) year.
- C. An employee on temporary promotion shall not be placed on promotional probation. Upon return from temporary promotion, an employee shall serve the remainder of any uncompleted probationary period in the employee's former class and shall have the salary status he/she would have achieved if the employee had remained in the lower class throughout the period of his/her service in the higher class.
- D. At the end of the employee's assignment to the higher class, the employee shall have the right to return to his/her former class and department. A temporary promotion shall not exceed a period of one (1) year.

##### **Section 2. Status of Limited-Term Employees**

- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except those contained in the LAYOFF PROCEDURE, that accrue to employees in regular positions.
- B. A regular employee who transfers, promotes, or reduces to a limited-term position on a voluntary basis and not at the direction of the Fire Chief shall become a limited-term regular employee.
- C. Limited-term employees hired under programs that involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of vacation and sick leave accrual, retirement, and layoff. The requirement that such employees serve a new probation period may be waived with the approval of the Human Resources Director. Limited-term employees not hired under programs that involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date.

for purposes of vacation and sick leave accrual, retirement, layoff, and new employee probation.

- D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll, except as provided in Section 2.E of this Article.
- E. Regular employees who transfer, promote, or reduce to limited-term positions at the direction of the Fire Chief shall retain their former status and retain their layoff benefits in their former layoff unit. The Fire Chief shall make such an order in writing prior to the date of transfer, promotion, or reduction.

### **Section 3. Reemployment of Employees on Disability Retirement**

- A. The Authority shall counsel and advise employees retired for physical disability about reemployment opportunities with the Authority.
- B. Employees retired for physical disability who, within two (2) years from date of retirement, or date their disability retirement is discontinued, request and qualify for positions in the Authority service shall be placed on the eligibility list with respect to such positions. They shall be placed on such List in chronological order of retirement, but following the last person on layoff status. They shall remain on such List for a period of two (2) years from date of retirement, or date their disability retirement is discontinued, except that:
  - 1. A person appointed to a regular position in the Authority service shall be removed from the List;
  - 2. A person who, on two (2) separate occasions, rejects, or fails to respond within three (3) workdays to offers of employment in a class for which he/she is qualified, shall be removed from the List;
  - 3. A person, who on three (3) separate occasions, declines referral for interviews in a class for which he/she is qualified, shall be removed from the List.

### **Section 4. Reemployment of Regular Employee**

- A. A regular employee who leaves Authority employment and is reemployed within fifteen (15) calendar days shall be deemed to have been on Authority Leave for such period of time.

## **ARTICLE II**

### **LAYOFF PROCEDURE**

#### **Section 1. General Provisions**

- A. This procedure shall not apply to a temporary layoff of less than four (4) consecutive weeks.
- B. Section 6, Reinstatement Lists and Section 7, Status on Reinstatement of this Article shall not apply if the Authority has a written agreement with an employer, public or private, that guarantees the Authority employee an offer of reasonably comparable employment with the new employer who is taking over a function formerly performed by Authority employees, and the new employer does make such an offer in writing to the employee.
- C. This procedure shall not apply to employees who have special or unique knowledge or skills that are of special value in the operation of the Authority business.

#### **Section 2. Order of Layoff**

- A. The Authority may abolish a position because of change in duties or organization or shortage of work or funds which, in turn, may require the layoff of one (1) or more employees. When a layoff is implemented, employees in regular positions and those occupying limited-term positions at the direction of the Fire Chief shall be laid off in the following order within a class:
  - 1. Employment Status

Except as provided in Section 1.C of this Article, all new probationary employees and employees on temporary promotion shall be removed from the class.
  - 2. Past Performance

Any employee whose last regularly scheduled performance evaluation was rated "Substandard" and who has received a subsequent interim performance evaluation rated "Substandard" shall be subject to layoff before employees subject to Section 2.A.3 of this Article.
  - 3. Service Hours

After all new probationary employees, employees on temporary promotion, and employees subject to layoff under Section 2.A.2 of this Article have been removed from a class within a layoff unit, the employee with the lowest number of service hours shall be subject to layoff first. When two (2) or more employees have the same number of service hours, the Authority shall determine the order of layoff for these employees.
- B. Layoffs shall be made by class within the Authority, except that:
  - 1. Where a class has a dual or multiple concept, the Human Resources

Director may authorize a layoff by specialty within the class.

2. Where appropriate, the Human Resources Director may authorize a layoff by division or smaller unit.
- C. If a layoff is going to be made in a class from which an employee has left through a temporary promotion, the employee on temporary promotion shall be returned to his/her former class and shall be subject to layoff in accordance with this procedure.

### **Section 3. Notification of Employees**

- A. Written notice of layoff shall be given to an employee or sent by mail to the last known mailing address at least fourteen (14) calendar days prior to the effective date of the layoff. Notices of layoff shall be served on employees personally at work, whenever practicable.
- B. It is the intent of the Authority that the number of layoff notices initially issued shall be limited to the number of positions by which the workforce is intended to be reduced. Additional notices shall be issued as other employees become subject to layoff as a result of employees exercising reduction rights under Section 4 of this Article.
- C. The notice of layoff shall include: the reason for the layoff, the proposed effective date of the layoff, the employee's hire date, the employee's service hours, a list of classes in the employee's occupational series within the layoff unit, the employee's rights under Sections 4 and 5 of this Article, and the right of the employee to advise the Authority of any objection to the content of the layoff notice prior to the proposed effective date of the layoff.

### **Section 4. Voluntary Reduction in Lieu of Layoff**

- A. A promotional probationary or regular employee who is subject to layoff may request a reduction to a lower class within the same occupational series in the layoff unit, provided the employee possesses the minimum qualifications for the class and passes any required performance tests. The reduction shall be made if there is a vacant position in the layoff unit or an incumbent in the lower class in the layoff unit has fewer service hours than the employee requesting the reduction. In the latter case, the incumbent in the lower class with the lowest number of service hours shall be subject to layoff.
- B.
  1. Employees who receive notice of layoff by personal service at work shall have until the end of their third regularly scheduled day of work, following actual receipt of the notice, to notify the Authority in writing of their intent to exercise rights under this Section. Employees whose third regularly scheduled day of work is more than three (3) calendar days after receipt of the notice shall have three (3) calendar days, excluding weekends and holidays, to notify the Authority of their intent to exercise rights under this Section; and where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.
  2. Employees who receive notice other than by personal service at work shall

have five (5) calendar days, excluding weekends and holidays, following the date the employee is personally served, or if service is made by mail, five (5) calendar days, excluding weekends and holidays, following the date of proof of service by mail, to notify the Authority of their intent to exercise rights under this Section. Where such notification is not in writing, the employee shall confirm the notification in writing as soon as practicable.

- C. Failure by an employee to respond to the Authority pursuant to this Section shall result in a rebuttable presumption that the employee does not intend to exercise any right of reduction to a lower class, and that the employee's hire date stated in the layoff notice was correct.
- D. No employee action or inaction referred to in this Section shall be considered a waiver of an employee's right to file grievances concerning any matter within the scope of the grievance procedure.

#### **Section 5. Voluntary Reduction from Classes Designated as Vulnerable to Layoff**

- A. An employee in a class designated by the Authority as vulnerable to layoff may request a voluntary reduction to any class, provided the employee possesses the minimum qualifications for the class, and has passed any required performance tests for the class to which reduction is requested. Such employees shall be eligible for consideration for available positions in the class to which reduction is requested. If appointed, such an employee shall be placed on AUTHORITY REINSTATEMENT LISTS pursuant to Section 6.A.3 of this Article.

#### **Section 6. Reinstatement Lists**

- A. The following persons shall be placed on AUTHORITY REINSTATEMENT LISTS as provided in Sections 6.A.1., 6.A.2., and 6.A.3. of this Article in the order of their respective service hours with the person having the largest number of service hours listed first, except that employees laid off pursuant to Section 2.A.2. of this Article shall be placed in service hour order after all other employees.
  - 1. Persons Laid Off - The names of persons laid off shall be placed on a REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which laid off.
  - 2. Persons Who Exercise Their Rights under Section 4 of this Article - The names of persons who exercise their rights under Section 4 of this Article shall be placed on a REINSTATEMENT LIST for each class in the occupational series at or below the level of the class from which reduced, excluding any classes at or below the level of the class currently held.
  - 3. Persons Who Voluntarily Reduced Under the Provisions of Section 5 of this Article - The names of persons who were voluntarily reduced under the provisions of Section 5 of this Article shall be placed on a REINSTATEMENT LIST for the class from which reduced and for each class in the occupational series below the level of the class from which they voluntarily reduced, provided they request to be placed on such Lists.

Positions to be filled shall be offered first to persons on the REINSTATEMENT LIST for that class, starting at the top of the List. If reinstatement is offered to a class other than that from which the person was laid off or reduced, such person must

first meet the minimum qualifications for the class, and pass any required performance tests for that class.

- B. Names of persons placed on the REINSTATEMENT LIST shall remain on the Lists for two (2) years, except that:
  - 1. A person who, on two (2) separate occasions, rejects or fails to respond within five (5) calendar days to offers of employment in a particular class shall be removed from the Lists for that class.
  - 2. A person who, on three (3) separate occasions, declines referral for interviews in a particular class shall be removed from the Lists for that class.
  - 3. A person who retires from the Authority shall be removed from all Lists.
- C. The Lists may be extended for a period not to exceed one (1) year, at the discretion of the Human Resources Director prior to thirty (30) days before the Lists' expiration dates.
- D. REINSTATEMENT LISTS shall be available to affected employees upon reasonable request.

#### **Section 7. Status on Reinstatement**

- A. An employee who has been laid off under the provisions of this Article and subsequently reinstated in a regular or limited-term position within a two (2) year period from the date of his/her layoff shall receive the following considerations and benefits:
  - 1. All sick leave credited to the employee's account when laid off shall be restored.
  - 2. All service hours held upon layoff shall be restored.
  - 3. All prior service shall be credited for the purpose of determining sick leave and vacation earning rates and service awards.
  - 4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
  - 5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay, except that a probation period shall be established as determined by Part 2, Article III, Section 3.B if reinstatement is in a higher class or an occupational series different from that employed in at the time of layoff.
- B. An employee who has voluntarily reduced under the provisions of this Article and subsequently is reinstated in a regular or limited-term position in the class from which the employee reduced within a two (2) year period from the date of reduction shall receive the following considerations: The employee shall be placed in the salary range either as if the employee had been on a Leave of Absence Without Pay or at the same point/rate on the salary range as the employee's salary in the lower class, whichever is higher. The probationary status of the employee shall be as if the employee had been on a Leave of Absence.

- C. When an employee is reduced under the provisions of this Article and is subsequently reinstated in a class higher than the one from which the employee was reduced, the employee shall be deemed returned to the class from which the employee had been reduced as provided above, and the employee's salary and probation period shall be determined by treating the employee as though he/she is being promoted from such class.

## **ARTICLE III**

### **ON-THE-JOB INJURIES. WORKERS' COMPENSATION**

#### **Section 1. Medical Treatment**

- A. Whenever an employee sustains an injury or disability arising out of and in the course of Authority employment that requires medical treatment, the employee shall obtain treatment pursuant to the appropriate California Labor Code Sections.

#### **Section 2. Disability Payments and Leave**

- A. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his/her option, use any accrued sick leave, compensatory time, and/or vacation, in that order.
- B. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any sick leave, compensatory time, or vacation time previously accumulated by the employee. The employee shall not accrue sick leave or vacation credit during the period in which the employee receives workers' compensation temporary disability benefits.
- C. The probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered Authority service for completion of the probation period.
- D. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his/her option, use sick leave, compensatory time, and vacation, in that order, if the employee is compelled to be absent from duty as set forth in Section 2.B of this Article.
- E. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of Authority seniority and determination of sick leave and vacation earning rates.
- F. Authority employees covered by Section 4850 of the Labor Code shall receive leave and benefits as provided by Section 4850.
- G. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of Authority employment, the employee shall receive workers' compensation supplement pay that, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year, including holidays.

- H. When an injury is determined to be job-related by the Authority or by the Workers' Compensation Appeals Board, eighty (80) percent of all sick leave, compensatory time, and/or vacation expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all sick leave, compensatory time, and/or vacation expended since the first day of disability shall be restored to the employee's account(s).

### **Section 3. Exposure to Contagious Diseases**

- A. Whenever an employee is compelled by direction of an Authority designated physician to be absent from duty due to an on-the-job exposure to a contagious disease, the employee shall receive regular compensation for the period absent from duty.

### **Section 4. Injury to Volunteer Reserve Firefighter**

- A. Whenever an employee who is also a Volunteer Reserve Firefighter is compelled to be absent from his/her regular employment due to injury arising out of and in the course of his/her volunteer service as a Volunteer Reserve Firefighter, such employee shall receive temporary disability and/or permanent disability as prescribed by the California Labor Code relative to workers' compensation benefits.

## **ARTICLE IV**

### **SAFETY**

#### **Section 1. General Provisions**

- A. The Authority shall make reasonable efforts to provide and maintain a safe place of employment. Employees shall be alert to unsafe practices, equipment, and conditions and report any such unsafe practices, equipment, or conditions to their immediate supervisors. Employees shall follow safe practices and obey reasonable safety rules during the hours of their employment.
- B. Any employee who either does not receive an answer to a safety-related question from his/her supervisor within three (3) days, or receives an answer that the employee deems unsatisfactory, may directly contact the designated Authority Safety Officer.
- C. Any employee who is directed to perform a task that the employee in good faith feels is unsafe may request an immediate investigation from the designated Authority Safety Officer. During the period that the designated Authority Safety Officer is conducting an investigation, the employee shall be assigned to other work at no loss of earnings. If the task is ruled to be safe by the designated Authority Safety Officer, the employee shall be required to perform the duties assigned.
- D. In accordance with OCFA standard operating procedure HR 04.01, the Authority shall establish guidelines to notify the investigative team of the existence of a serious injury or fatality involving an employee and to secure the scene until such time as the investigative team can conduct an investigation of the serious injury or fatality. This would involve securing the equipment directly involved, the immediate area to the incident, and the apparatus directly involved.
- E. The Authority shall furnish all equipment that is necessary for employees to perform their job in a safe manner.
- F. Wherever practicable, the Authority shall provide the necessary first aid kits in each location.
- G. Wherever practicable, the Authority shall provide first aid training for one (1) employee at each new work location.
- H. No employee shall be required to work under conditions dangerous to the employee's health or safety.

#### **Section 2. Abatement of Violations**

- A. In any instance in which the Authority is cited for a violation of California/OSHA, the Authority shall abate the cited hazard to health or safety within the abatement period required.

<b><u>ARTICLE V</u></b>
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**DEPENDENT CARE ASSISTANCE PROGRAM**

The Authority shall administer a Dependent Care Assistance Program that allows employees to take advantage of a salary reduction program to pay for dependent care as permitted in the Internal Revenue Code.

<p style="text-align: center;"><b><u>PART 3 - EXECUTIVE MANAGEMENT</u></b> <b><u>ARTICLE I</u></b></p>
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**TERMS AND CONDITIONS OF EMPLOYMENT**

**Section 1. General Provisions**

- A. Except as otherwise provided in this Article or by State law or action of the Board and except where the natural construction of a provision indicates otherwise, the wages, hours, and terms and conditions of employment for Executive Management employees shall be the same as adopted for employees in the Administrative Management Unit. However, any provision requiring Fire Chief approval for Administrative Management employees that could also benefit the Fire Chief shall be forwarded to the Board for approval.

**Section 2. At-Will Appointments**

- A. Notwithstanding any other provision of this Personnel and Salary Resolution, employees appointed to Executive Management positions, exclusive of the Fire Chief, shall serve at the pleasure of the Fire Chief. Prior to such an appointment, the Human Resources Director shall obtain written acknowledgement from the prospective appointee acknowledging his/her understanding of such At-Will status.
- B. Such employees may be removed from their position at any time without notice, cause, or rights of appeal. In the event such employees are removed from their positions, the Authority shall provide, at the discretion of the Fire Chief, either severance pay OR reassignment as described below:
1. Severance Pay - In the event such employee is removed from his/her position prior to the third year anniversary of his/her appointment without being reassigned, the Authority shall pay a sum equal to three (3) months of the base annual salary that is in effect as of the date of the termination. In the event such employee is removed from his/her position after the third year anniversary without being reassigned, severance pay shall be increased by one (1) month for each additional year or portion thereof, up to a maximum of six (6) months in total.
  2. Reassignment - In the event such employee is removed from his/her position without severance pay, the Authority shall reassign said employee to a non-Executive Management position in a lower class, in which he/she passed probation immediately prior to becoming an At-Will employee, or an equivalent position. In such event, employee shall be placed at the middle of the applicable salary range. Said reassignment shall not result in layoff of any other employee. Employees appointed to such Executive Management positions from outside the Authority shall have no rights to a lower level position.

- C. Notwithstanding the provisions of this Section, the Authority shall have the right to dismiss for reasonable cause any Executive Management employee, and may do so without compliance with Sections 2.B.1 or 2.B.2 of this Article. In such an event, the provisions of Part 2, Articles VIII, DISCIPLINARY AND PREDISCIPLINARY ACTIONS, and IX, GRIEVANCE PROCEDURE, shall be fully applicable.

- D. Reasonable Cause

For purposes of this Section, the term, "reasonable cause" shall include, but not be limited to, the following: (1) dishonesty, (2) insubordination, (3) incompetence, (4) neglect of duty, (5) excessive or unexcused absences, (6) possession, use, or sale of alcohol or illegal narcotics while on Authority duty or premises, (7) misuse or misappropriation of Authority property or funds, (8) conflict of interest, (9) improper political activity, (10) intentionally misrepresenting information or facts in any statement, declaration of affidavit made by an employee, (11) any conduct, act, or omission either during or outside duty hours that is of such a nature that it causes discredit to the Authority or the firefighting profession, or that conduct, act, or omission has a disruptive effect on the efficiency or integrity of the public service, (12) any violation of the Authority's General Orders or Standard Operating Procedures.

### **Section 3. Life Insurance**

- A. Executive Management employees shall receive life and accidental death and dismemberment insurance, at no cost to the employee, in an amount equal to their base annual salaries, adjusted to the closest ten thousand (10,000) dollars regardless of age with the option to purchase additional coverage, including dependent coverage.

### **Section 4. Optional Benefit Plan (OBP)**

- A. All provisions that apply to Administrative Management shall also apply to Executive Management, except that the amount of the Optional Benefit Plan shall be three thousand five hundred (3500) dollars for Executive Management employees for each calendar year.

### **Section 5. CalPERS Health Care**

- A. The Authority shall continue to maintain its contract with the California Public Employees Retirement System (CalPERS) for employees' health care coverage.
- B. Except as provided in Sections 5.C.1 and 5.C.2 of this Article, the Authority shall contribute toward the payment of health care premiums under the CalPERS Health Benefits Plan on behalf of each eligible active employee and each eligible retiree, an equal contribution as set forth in California Government Code Section 22892.
- C. The Authority shall continue to maintain its Section 125 Cafeteria Plan for active eligible employees and pay the following amounts for employees' health care coverage and other benefits:
  - 1. Except as modified in Section 5.D. of this Article, each full-time (regular, limited-term, or probationary) employee shall receive the dollar value of one hundred

percent (100%) of the employee's health plan premium or seventy-five percent (75%) of the total health plan premium selected by the employee, whichever is greater. That amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892. The employee may elect to contribute the entire value to his/her health care premium or allocate a portion of the value to other benefits offered under the Cafeteria Plan. If the employee elects to allocate part of the value to other benefits, any unpaid balance of the employee's health care premium shall be deducted from the employee's paycheck.

2. Except as modified in Section 5.D. of this Article, each part-time (regular, limited-term, or probationary) employee shall receive the dollar value of fifty percent (50%) of the employee's health plan premium or thirty-seven and five-tenths percent (37.5%) of the total health plan premium selected by the employee, whichever is greater, and that amount shall include the contribution towards the employee's Cafeteria Plan as set forth in California Government Code Section 22892, provided the employee's normal workweek consists of at least twenty (20) hours. Health care coverage and other benefits provided as part of the Cafeteria Plan shall be terminated for any employee whose normal workweek is reduced to less than twenty (20) hours. The employee may elect to contribute the entire value to his/her health care premium or allocate a portion of the value to other benefits offered under the Cafeteria Plan. If the employee elects to allocate part of the value to other benefits, any unpaid balance of the employee's health care premium shall be deducted from the employee's paycheck.
- D. For employees who are on approved Family Leave, the Authority shall continue to pay health insurance premiums as provided in Sections 5.C.1 and 5.C.2 of this Article to the extent required by applicable law.
  - E. Upon showing sufficient proof of alternate health care coverage, such as a certificate of coverage, a full-time or part-time (regular, limited-term or probationary) employee shall be entitled to a fifty-five (55) dollar biweekly credit to his/her Cafeteria Plan, in lieu of the amount provided in Sections 5.C.1 and 5.C.2 of this Article. This credit may be applied towards benefits offered under the Cafeteria Plan, including accidental death and dismemberment insurance or miscellaneous pay.

## **Section 6. Range Adjustment**

- A. The bottom of the salary range for Assistant Chief shall be established at seven and five-tenths percent (7.5%) above the maximum attainable Fire Division Chief salary. The top for this range shall be established at ten percent (10%) above the bottom. Maximum attainable salary is defined as the sum of the top of the salary range for Fire Division Chief plus any additional non-base salary building compensation provided to the employees in this classification.
- B. The bottom of the salary range for Deputy Fire Chief shall be established at the top of the Assistant Chief salary range. The top for this range shall be established at seven and five-tenths (7.5) percent above the bottom.
- C. Movement within the salary ranges shall be based on job performance and shall be approved by the Fire Chief.

## **Section 7. Deferred Compensation**

- A. An employee in the classifications designated as Executive Management shall receive a biweekly deferred compensation contribution from the Authority in the amount equal to five and five-tenths percent (5.5%) of the employee's biweekly base salary. Such contribution shall go into the employee's designated account within the Authority's Deferred Compensation Plan.

## **Section 8. Authority Issued Vehicles and Cash in Lieu Allowance Policy**

A. Intent of Policy

This policy has been developed to provide a consistent application of the Vehicle Allowance benefit that covers the issuance of an Authority vehicle or a cash allowance in lieu of an Authority issued vehicle.

B. Authority Issued Vehicle

1. Emergency/Code 3 Response Vehicles

Based on the duties performed by each member of the Executive Management group, the Fire Chief shall determine if an employee shall be required to maintain a twenty-four (24) hour emergency/Code 3 response vehicle. This determination shall be based on the specific requirement of the job and shall take all of the following conditions into consideration:

- The duties of the position require a twenty-four (24) hour seven (7) days a week emergency/Code 3 response status.
- The duties require that the vehicle be equipped with emergency/Code 3 response and communications equipment, i.e., emergency lights, siren, emergency radio, etc.
- The duties dictate the use of the vehicle in a manner that insurance coverage is not available on an individual basis, i.e., emergency response and wildland traversing.
- Upon determination by the Fire Chief that the Executive Management member's duties require an Authority issued emergency/Code 3 equipped response vehicle, the Fire Chief shall assign such vehicle to the employee. The Fire Chief, at his/her discretion, may at any time determine that there is no need for such vehicle and revoke the use of the vehicle.
- Emergency/Code 3 response vehicles shall be provided at the discretion of the Fire Chief and be in accordance with the following conditions:
- Those employees who shall be provided emergency/Code 3 response vehicles may use the vehicles for personal use, but shall be available on a twenty-four (24) hour, seven (7) days a week emergency/Code 3 response status.
- The vehicles shall all conform to an established accessory standard.
- The vehicles shall be equipped with emergency/Code 3 equipment and shall be absent of visible organizational markings.
- The operation of the vehicles is limited to the employee and spouse when the employee is present in the vehicle.

- Authority provided vehicles shall not be taken out of the state without the approval of the Fire Chief
- Authority provided fuel for Authority issued vehicles shall be for business use only.

## 2. Record Keeping

It is understood that if an employee is issued an Authority vehicle, the vehicle shall be used for business and personal use. In determining the cash value of the personal use of the vehicle, the method of "Annual Lease Value" shall be applied. Upon receipt of the appropriate information from the employee, the Finance Manager shall calculate the appropriate cash value for the vehicle's personal use. The cash value shall be identified on the individual's W-2 in Box 1 as taxable income. The cash value shall cover the cost of the vehicle and its maintenance and insurance.

## C. Vehicle Cash Allowance

Those Executive Management employees who are not determined by the Fire Chief to be required to maintain a twenty-four (24) hour a day seven (7) days a week emergency/Code 3 response vehicle shall receive a monthly cash allowance in the amount of eight hundred eighty five (885) dollars for the use of their personal vehicle for Authority business. Such allowance shall be identified on their W-2 in Box 1, as taxable income.

Employees who use their personal vehicle for business purposes shall comply with the following requirements:

- They shall maintain and provide proof of adequate levels of personal vehicle insurance coverage.
- They shall purchase their own fuel for the vehicle. They shall ensure that the vehicle is properly maintained.

## **Section 9. Retirement Formula – 3% at 50 (Safety Employees Hired before June 30, 2012)**

- A. The Authority shall continue the 3% at 50 retirement formula for active Safety Member employees hired before June 30, 2012 for all years of service as specified under California Government Code Section 31664.1.
- B. Employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).
- C. The employee deduction shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under Government Code Section 31664.1(c). At any time, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions.

## **Section 10. Retirement Formula – 3% at 55 (Safety Employees Hired On or After July 1, 2012 Through December 31, 2012 or Employees Hired On or After January 1, 2013 With Reciprocal Retirement Benefits)**

- A. The Authority shall continue the 3% at 55 retirement formula for active safety

employees who were hired on or after July 1, 2012 through December 31, 2012 or hired on or after January 1, 2013 and establish reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 31664.2.

- B. Employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).
- C. At any time, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions. This deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount, or until such time that the employee qualifies under GC 31664.1(c).

**Section 11. Retirement Formula – 2.7% at 57 (Safety Employees Hired On or After January 1, 2013 With No Reciprocal Retirement Benefits)**

- A. The Authority shall continue the 2.7% at 57 retirement formula for active safety employees who were hired on or after January 1, 2013 who do not establish reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 7522.25(d). Effective upon employment by the Authority, the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to 50% of the normal retirement cost toward the employee's retirement contribution. This deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount.

**Section 12. Retirement Formula – 2.7% at 55 (Non-Safety Employees Hired Prior to December 1, 2012)**

- A. The Authority shall continue the 2.7% at 55 retirement formula for active non-safety employees who were hired prior to December 1, 2012.
- B. Employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).
- C. At any time, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions. The deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount.

**Section 13. Retirement Formula – 2% at 55 (Non-Safety Employees Hired From December 1, 2012 Through December 31, 2012 or Employees Hired On or After January 1, 2013 With Reciprocal Retirement Benefits)**

- A. The Authority shall continue the 2% at 55 retirement formula for active non-safety employees who were hired from December 1, 2012 through December 31, 2012 or hired on or after January 1, 2013 and have established reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 31676.12.

- B. Employees in Executive Management shall pay their maximum employee contribution (based on age of entry into OCERS).
- C. At any time, if there are increases to the maximum employee contribution to OCERS, employees will pay those employee contributions. This deduction shall continue during the employee's employment period with the Authority and may increase at such time that the Government Code requires the employee to contribute a greater amount.

**Section 14. Retirement Formula – 2.5% at 67 (Non-Safety Employees Hired On or After January 1, 2013 With No Reciprocal Retirement Benefits)**

- A. The Authority shall continue the 2.5% at 67 retirement formula for active non-safety employees who were hired on or after January 1, 2013 and do not establish reciprocity with the Orange County Employees Retirement System, for all years of service, as specified under California Government Code Section 7522.20. Effective upon employment by the Authority, the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to 50% of the normal retirement cost toward the employee's retirement contribution. This deduction shall continue during the employee's employment period and may increase at such time that the Government Code requires the employee to contribute a greater amount.

**Section 15. Retiree Medical Insurance Grant**

- A. The Authority will provide employees hired before January 1, 2007, a Retiree Medical Insurance Grant plan, which will also be referred to as a "defined benefit plan".
- B. Upon paid Authority retirement, an eligible retiree who has enrolled in a "qualified health plan" (as defined in the Plan) or in Medicare as stated in the Plan and required by the "qualified health plan," shall receive a Retiree Medical Insurance Grant.
- C. An eligible former employee who terminated from Authority service prior to retirement, who is fifty-five (55) years of age or older and who is enrolled in a recognized health plan or Medicare as stated in the Plan and required by the "recognized health plan," shall receive a Retiree Medical Insurance Grant.
- D. The Retiree Medical Insurance Grant may be applied only towards the cost of retiree and dependent coverage in a "qualified health plan", as reimbursement for a portion of the cost of eligible former employee and dependent coverage in a recognized health plan and/or Medicare premiums as provided in this Section.
  - 1. Effective January 1, 2023, the Retiree Medical Insurance Grant shall be an amount based on thirty-one dollars and seventy-seven cents (\$31.77) per month for each full year of service to a maximum of seven hundred ninety four dollars and twenty-five cents (\$794.25) per month. On January 1 of each calendar year the amount of such Retiree Medical Insurance Grant shall be adjusted by the average percentage increase in Authority health plan premiums no later than the effective dates of such increase, not to exceed five percent (5%) per year. In no case shall the Retiree Medical Insurance Grant exceed the actual cost of the health insurance and/or Medicare premiums.

2. All employees who retire from the Authority and become eligible for a Retiree Medical Insurance Grant shall be provided a one (1) time opportunity of at least thirty (30) days to enroll in an Authority “qualified health plan,” and shall have ninety (90) days after attaining age sixty-five (65) to enroll in Medicare. Should a retiree fail to enroll in either a “qualified health plan” or Medicare during the aforementioned periods or should they terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Retiree Medical Insurance Grant.
3. All former employees who did not retire from the Authority and who are eligible for a Retiree Medical Insurance Grant shall not receive the Grant until such employees reach age fifty-five (55) and request the Authority to commence distribution of the Grant no later than ninety (90) days from the former employee’s fifty-fifth (55th) birthday. Upon such request, the eligible former employees must show proof of enrollment in a recognized health plan. A reimbursement for a portion of the cost of premiums will be provided to the eligible former employees in accordance with the Retiree Medical Plan provisions. The eligible former employees will be required to provide the Authority with a copy of the premium bill and cancelled check or other recognized proof of payment for reimbursement.

E. Eligibility Requirements for Retiree Medical Insurance Grant

1. Retirees must be actively retired from the Authority and receiving a monthly retirement allowance from the Orange County Employees Retirement System (OCERS). An eligible former employee must be at least age fifty-five (55) and enrolled in a recognized health plan.
2. A retiree or eligible former employee must have retired or terminated employment with the Authority with at least one (1) year of service (2,080 hours), except as provided in Sections E.2 of this Section.
  - i. A retiree of the Authority who receives a service-connected disability retirement from OCERS shall be eligible for a Retiree Medical Insurance Grant equal to either ten (10) years of service or actual years of service, whichever is greater.
  - ii. A retiree who receives a non-service connected disability retirement shall be eligible for a Retiree Medical Insurance Grant based on actual years of service.
  - iii. A separated employee who is less than fifty-five (55) years of age or is under normal retirement age who has requested a service or non-service connected disability retirement shall not be eligible to receive the Retiree Medical Insurance Grant until a determination of disability status is made by the Board of Retirement.
3. All eligible retirees, eligible former employees and enrolled dependents who are age sixty-five (65) or older must be enrolled in Medicare Part B in order to be eligible for the Retiree Medical Insurance Grant. All eligible retirees, eligible former employees and dependents who are entitled to Medicare Part A coverage without a premium must be enrolled in Medicare Part A to be eligible to receive the Retiree Medical Insurance Grant.

4. Deferred Retirement

- i. An employee who, upon separation from the Authority, is eligible for paid retirement and elects deferred retirement must defer participation in the Retiree Medical Insurance Grant until such time as they become an active retiree. However, in order to be eligible for health care coverage provided by CalPERS, retirement must not be deferred for more than one hundred twenty (120) days after the employee separates from Authority Service.
  - ii. An employee with at least one (1) year of service (2,080 hours), who is not eligible for paid retirement at the time they separate from Authority service and elects deferred retirement status shall not become eligible for participation in the Retiree Medical Insurance Grant until they become fifty-five (55) years of age.
5. For purposes of this Section, a full year of service shall mean those regular hours of service the employee worked as a regular, limited-term and/or probationary employee. Two thousand eighty (2,080) regular hours, shall equal one (1) full year of service.

**F. Employee Contribution**

All employees hired before January 1, 2007, shall contribute four percent (4%) of their base salary, through payroll deduction to the Authority, to be applied to the Plan.

**G. Survivor Benefits**

1. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty percent (50%) of the Retiree Medical Insurance Grant authorized for the retiree.
2. A surviving eligible retiree or eligible former employee who qualifies for a monthly retirement allowance and who was married to a retiree or eligible former employee who was also eligible for a Retiree Medical Insurance Grant shall receive the survivor benefit described in Section G.1 of this Section, or their own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants.

**Section 16. Defined Contribution Retiree Medical Plan**

- A. The Authority will provide employees hired on or after January 1, 2007, a "defined contribution" plan.
- B. These employees are required to contribute four percent (4%) of base salary to this plan.
- C. Employees hired before January 1, 2007, shall not be eligible to participate in this plan. Eligibility for plan participation is based on the employee's most recent date of hire with the Authority.

**Section 17. Leave Cash Out at Retirement, Voluntary Separation or Death During Employment**

- A. Upon retirement, voluntary separation, or death during employment, an employee or the employee's estate shall be paid for any unused accumulated leave (including Flex Time,

PAL, and MAL) at the employee's base rate of pay.

- B. An employee shall not be eligible for leave cash out (except Vacation) if the employee is the subject of an investigation, has been subject to discipline within the previous twelve (12) months, is subject of pending discipline, or is separated for reasonable cause.

<p><b><u>PART 4</u></b> <b><u>IMPLEMENTATION</u></b></p>
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The Personnel and Salary Resolution is effective June 27, 2002. Unless otherwise indicated, all amendments shall be effective upon board adoption.

## **APPENDIX A**

### **EXECUTIVE MANAGEMENT CLASSIFICATIONS**

Fire Chief  
Deputy Fire Chief  
Assistant Chief