

**PERSONNEL
AND
SALARY RESOLUTION**

ORANGE COUNTY FIRE AUTHORITY

**Revised by the Board of Directors
JANUARY 27, 2011**

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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, Operations, Support Services, or Fire Prevention.

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).

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, Operations, Fire Prevention, and Support Services.

DEPARTMENT HEAD shall mean an executive manager of the Authority who is responsible for a Department within the Authority (for example, Assistant Chief of Operations, Assistant Chief of Business Services, Assistant Chief of Fire Prevention, and Assistant Chief of Support Services).

DEPUTY FIRE CHIEF shall mean the Executive Management employee who is the principal officer of the Authority in the absence of the Fire Chief.

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. The time period shall normally be September 1 through August 31.

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.

Section 13. At-Will Appointment

- A. Notwithstanding any other provision of this Personnel and Salary Resolution, an employee appointed to the position of Human Resources Director shall serve at the pleasure of the Fire Chief. Prior to such an appointment, the

Deputy Fire Chief shall obtain written acknowledgement from the prospective appointee acknowledging his/her understanding of such At-Will status.

- B. The provisions of Part 3, Article I, Sections 2.B. and 2.C. also apply to the position of Human Resources Director.

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. Salary on Employment as a Fire Crew Worker

- A. Within the limits of funds budgeted for that purpose and when necessary for the protection of life and property, the Fire Chief may employ Fire Crew Workers at the hourly recruiting rate, and the signature of the Fire Chief or authorized deputy on the payroll certificate shall constitute authority for payment to the Fire Crew Workers listed on the payroll certificate.

Section 5. 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 6. 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 may be 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 7. 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. Except as provided in Section 4.C.3. of this Article, the maximum reimbursement that may be received by an employee from the Authority in one (1) fiscal year shall be two hundred (200) dollars. It is intended that this program be administered to assist as many qualified employees as possible and the two hundred (200) dollars mentioned above is established as a maximum and not as a guarantee.
 - 3. The maximum reimbursement that may be received in one (1) fiscal year by an employee in the Supervisory Management Unit shall be five hundred fifty (550) dollars, with the first three hundred (300) dollars in expenses being reimbursed at one hundred (100) percent and the next five hundred (500) dollars of expenses being reimbursed at fifty (50) percent. The maximum reimbursement that may be received in one (1) fiscal year by an employee in the General Unit shall be three hundred (300) dollars. The maximum tuition reimbursement for Supervisory Management Unit employees and General Unit employees as specified above shall expire on June 30, 2002. Effective July 1, 2002, the maximum tuition reimbursement for Supervisory Management Unit employees and General Unit employees shall be provided in the

applicable Memorandum of Understanding. The maximum tuition reimbursement for Fire Management Unit employees shall be provided in the applicable Memorandum of Understanding. The maximum tuition reimbursement for Administrative Management employees and Executive Management employees shall be provided in Part 2, Article VII, Section 3. of the Personnel and Salary Resolution.

4. No employee shall be reimbursed for expenses totaling less than five (5) dollars for a single course.
5. 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 same basis as employee's retirement is calculated pursuant to Government Code Section 31462.1 or on the basis of the employee's salary at the time of paid Authority retirement or death, whichever is greater.

Section 2. Vacation Payoff

- A. The amount of the lump sum payment for accrued vacation shall be calculated on the same basis as employee's retirement is calculated pursuant to Government Code Section 31462.1 or on the basis of the employee's salary at the time of separation, whichever is greater.

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.

- B. Employees in this program are eligible for the following benefits:

1. Medical Health Insurance

The employee may elect to participate in the OCFA medical health insurance program. If the employee elects to participate in the OCFA medical health insurance program, the Authority shall contribute one hundred (100) percent toward the employee's insurance premium for employee-only coverage.

2. Retirement

- a. The employee shall become a member of the Orange County Employees Retirement System, to which the Authority shall contribute one hundred (100) percent of the employee's retirement contribution, exclusive of the benefit identified in Section 2.b., of this Article. Such contribution shall be credited as fifty (50) percent pursuant to Government Code Section 31581.1 and fifty (50) percent pursuant to Government Code Section 31581.2

- b. The Authority will continue the retirement formula of 2.7% at Age 55 as follows:

- (1) The retirement formula will apply to all current active Supported Employment Program employees, for all years of service as set forth in California Government Code Section 31676.19, with the measuring period set as the average three highest years of salary, as set forth in California Government Code 31462.

- (2) The employees will assume the total cost of the benefit, which includes the Employer's Contribution Rate and Employee's Contribution Rate, calculated to total six (6) percent of the employee's Compensation Earnable. This deduction shall continue during the employee's employment period with the Authority.

3. 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. Employees hired prior to July 1, 2002, shall be credited with eighty (80) hours vacation, and may apply such credited hours toward absences effective July 1, 2002. Vacation may be accrued up to a maximum of two hundred eighty (280) hours.

4. Sick Leave

Employees shall accrue 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 one (1) year of service. Employees hired prior to July 1, 2002, shall be credited with seventy-two (72) hours of sick leave, and may apply such credited hours toward absences effective July 1, 2002. There shall be no limit on the maximum of accrued sick leave.

5. Holiday Pay

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

- C. 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.

ARTICLE VII

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**

WORK HOURS

Section 1. Work Hours

- A. The official workweek or work period for employees shall be as follows:
1. The official work period for full-time employees shall start on a Friday and end on the second Thursday thereafter. Employees are not governed by the customary eighty (80) hour work period and may be expected to work more than eighty (80) hours in a given work period or allowed to work less than eighty (80) hours pursuant to the specific dictates of the assignment. The Fire Chief shall regulate said work periods based on the needs of the Authority with due regard to maintaining reasonable and equitable work periods for all employees.
 2. The official workweek for a part-time employee shall be less than a full-time employee. The official work period shall start on a Friday and end on the second Thursday thereafter.

ARTICLE II

PAY PRACTICES

Section 1. Compensation for Employees

- A. Full-time employees shall receive compensation on a salary basis at a biweekly rate within the range assigned to the class in which they are employed for each scheduled full pay period worked as determined by Part 2, Article I, Section 1.A. Compensation for pay periods in which full-time employees did not work the full schedule determined pursuant to Part 2, Article I, Section 1.A. shall be paid on a prorated salary basis. Compensation for part-time employees and extra help employees shall be based on an hourly rate equal to one-eightieth (1/80) of the biweekly rate, and shall not exceed eighty (80) hours in a pay period.
- B. If any employee is required to work an unusually large number of hours as a result of natural disasters and/or officially declared emergencies such as floods, fires, storm conditions, high tides, etc., or due to extraordinary circumstances, the Fire Chief may authorize additional compensation for such an employee or group of employees whom the Fire Chief determines should receive additional compensation. The rate of such compensation shall be equal to one-eightieth (1/80) of the employee's regular biweekly pay rate for the hours in excess of eighty (80) hours in a pay period.
- C. Notwithstanding any other provisions contained herein, employees declared by the Human Resources Director to be exempt from the Fair Labor Standards Act shall not be docked salary for partial day absences so long as that exempt status continues to apply and so long as the Fair Labor Standards Act is applicable to the Authority.

Section 2. Pay for New Employees

- A. The Human Resources Director may authorize the appointment of employees at any rate up to the middle of the salary range. Such appointment may be made only when, at the discretion of the Human Resources Director, there is a direct and measurable benefit to the Authority for such appointment.
- B. The Fire Chief may authorize the appointment of employees at any rate within the salary range. Such appointment may be made only when, at the discretion of the Fire Chief, there is a direct and measurable benefit to the Authority for such appointment.

Section 3. Annual Merit Review Program

- A. The Annual Merit Review Program establishes the award of performance salary increases to eligible employees. The Annual Merit Review Program shall be administered as follows:

1. The annual performance rating period shall be September 1 through August 31.
2. Individual employees may be rated "Substandard," "Standard," or "Above Standard."
3. Performance salary increases shall be awarded as follows:

Rating	Performance Salary Increase
Substandard	None
Standard	2.75% increase not to exceed the top of the salary range
Above Standard	5.5% increase not to exceed the top of the salary range

4. Performance salary increases shall be effective on the first day of the first pay period that includes September 1, regardless of the date the reviews are completed and in accordance with the following schedule:

Performance Salary Increase Effective Date	Pay Period #
August 31, 2007	19
August 29, 2008	19
August 28, 2009	19
August 27, 2010	19
August 26, 2011	19

5. Performance salary increases within a range shall not be automatic. They shall be based upon job performance and granted only upon the affirmative recommendation of the employee's supervisor with the approval of the next level supervisor.

B. Eligibility for Annual Merit Review Program

1. Except as provided in Section 3.B.2. of this Article, all regular, limited-term, and probationary employees are eligible to receive performance salary increases through the Annual Merit Review Program.
2. An employee hired or promoted into an Administrative Management classification on or after March 1 shall not be eligible to receive a performance salary increase during his/her first performance rating year period of employment or promotion.
3. All employees affected by Section 3.B.2. of this Article shall be eligible for performance salary increases the next subsequent performance rating year period.

4. Part-time employees shall be eligible for performance salary increases upon completion of two thousand eighty (2080) hours of employment. Performance salary increases shall be effective the first day of the pay period following the completion of said period.

Section 4. Salary on Promotion

- A. Except as modified by Sections 4.B. and 4.C. of this Article, a regular, limited-term, or probationary employee promoted to a position in a class with a higher salary range shall receive the higher of the following rates:
 1. The recruiting rate for the higher class; or
 2. A five and five-tenths (5.5) percent increase over the salary received prior to promotion.
- B. Any employee who is promoted to a class from which the employee was previously reduced without a salary decrease shall be placed at a salary rate no higher than the rate that the employee would have achieved if the employee had remained in the class to which he/she is promoted and had demonstrated at least standard performance.
- C. Any other provision of this Personnel and Salary Resolution notwithstanding, a regular, limited-term, or probationary employee who is promoted may receive a salary increase of up to fifteen (15) percent when authorized by the Fire Chief upon recommendation of the Human Resources Director.

Section 5. Salary on Reassignment

- A. When a regular, limited-term, or probationary employee is reassigned from one (1) class to another class with the same recruiting rate, the employee's salary shall not change. Such employee shall have the same probation status that would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- B. When a regular, limited-term, or probationary employee is reassigned from one (1) class to another class with the same salary range, but a higher recruiting rate, the employee's salary shall be advanced the percentage difference between recruiting rates. Such employee shall have the same probation status that would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- C. When a regular or limited-term regular employee is reassigned from one (1) class to another class with the same salary range, but a lower recruiting rate, the employee's salary shall not change. Such employee shall have the same probation status that would have been achieved if the employee had been in the new class throughout the period of such service in the old class.
- D. When a probationary or limited-term probationary employee is reassigned from one (1) class to another class with the same salary range, but a lower recruiting rate, the employee shall have the rate status and probation status

that the employee would have achieved if the employee had been in the new class throughout the period of his/her service in the old class.

- E. When a regular, limited-term, or probationary employee is involved in a series of reassignments among classes with different recruiting rates, the employee's salary shall be determined by the Human Resources Director.
- F. When a regular, limited-term, or probationary employee is reassigned from a class in one (1) salary range to a class in another salary range, the employee shall be placed at the closest rate that does not involve a salary reduction, but not to exceed the maximum rate in the salary range. Such an employee shall have the same probation status that would have been achieved if the employee had been in the new class throughout the period of such service in the old class.

Section 6. Salary on Reduction

A. Disciplinary Reductions

When a regular, limited-term, or probationary employee is reduced for disciplinary reasons, the employee's salary shall be reduced as follows:

1. A five and five-tenths (5.5) percent reduction or the appropriate closest corresponding Control Point of the salary range assigned to the lower class, whichever is lower.

B. Non-disciplinary Reductions

1. Except as provided in Section 6.C.3. of this Article, when a regular or limited-term employee is reduced for physical disability or non-disciplinary reasons, the employee shall receive the highest salary in the lower salary range that does not exceed the employee's rate of pay immediately prior to reduction.
2. Except as provided in Section 6.C.3. of this Article, when a probationary or promotional probationary employee is reduced for physical disability or other non-disciplinary reasons, the employee 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.

C. When a regular, limited-term, or probationary employee is reduced as a result of a position reclassification, the applicable salary shall be determined as follows:

1. If the salary of the employee is the same or less than the maximum rate in the new salary range, the salary of the employee shall not change.
2. If the salary of the employee is greater than the maximum rate in the new salary range, the salary of the employee shall be designated as a Y-Rate and shall not change during continuous regular service until the maximum rate of the new salary range exceeds the salary of the

employee. The Y-Rate shall begin on the effective date of the reclassification of the position.

3. When an employee on a Y-Rate accepts a voluntary reduction, his/her salary shall be reduced by the amount of the difference between the maximum salary on the salary range of the class from which the employee is being reduced and the maximum salary on the salary range of the new class.

Section 7. Salary on Reclassification

- A. The salary of a regular, limited-term, or probationary employee whose position is reclassified shall be determined as follows:
 1. If the position is reclassified to a class with the same salary range, the salary of the employee and probationary status shall remain the same as in the former class.
 2. If the position is reclassified to a class with a higher salary range, the salary of the employee shall be governed by Section 4. of this Article, or at the discretion of the Human Resources Director, the salary of the employee shall not be changed.
 3. If the position is reclassified to a class with a lower salary range, the salary of the employee shall be governed by Section 6. of this Article.

Section 8. Salary on Reemployment

- A. A person who is reemployed in the same occupational series in which the person held regular status and was separated in good standing may, upon approval of the Human Resources Director, be appointed at a rate higher than the recruiting rate, but no higher than the rate the person occupied at the time of separation, unless appointment is at an advanced rate pursuant to Section 2.B. of this Article.
- B. A former employee of the Orange County Fire Department or of the Authority on paid County or Authority retirement may be reemployed for the maximum allowable time pursuant to Government Code provisions in any one (1) fiscal year in a position requiring special skills and knowledge and may be appointed to the position at any rate on the salary range.

Section 9. Change in Salary Allocation

- A. If a class is reassigned to a higher salary range, the Board, or where appropriate, the Fire Chief, shall determine the amount of increase, if any, each employee in the class shall receive. Such increases shall not exceed fifteen (15) percent, provided that the employee's salary shall not fall below Control Point A of the new salary range, and in no case shall the employee's salary fall below his/her salary received before the reassignment of the class.

Section 10. Additional Compensation

- A. Notwithstanding anything in this Personnel and Salary Resolution to the contrary, when in the judgment of the Board it becomes necessary or desirable to utilize the services of Authority employees in capacities other than those for which they are regularly employed, the Board may authorize and, if appropriate, fix an additional rate of compensation for such employees.

ARTICLE III

EMPLOYEE PROVISIONS

Section 1. Time Off for Selection Procedures

- A. With the approval of the Fire Chief, a regular, limited-term, or probationary employee shall be entitled to necessary time off with pay to participate in tests of fitness, examinations, and interviews required by the Human Resources Director during working hours for the purpose of determining eligibility for movement to another class in the Authority service.

Section 2. Probation

A. New Probation

1. Full-Time Employee

A new or reemployed employee who has been out of Authority service for more than two (2) years, employed in a regular or limited-term position, shall be placed on new probation for fifty-two (52) weeks from the date of appointment ending with the first day of the pay period following completion of said period.

2. Part-Time Employee

A new or reemployed employee who has been out of Authority service for more than two (2) years, employed in a part-time (regular or limited-term) position, shall be placed on new probation for two thousand eighty (2080) paid hours ending with the first day of the pay period following completion of said period.

B. Promotional Probation

1. A full-time or part-time employee who is promoted, except on a temporary promotion, shall be placed on promotional probation, except as provided in Section 2.B.2. of this Article.

a) A full-time employee shall serve a probation period of fifty-two (52) weeks ending with the first day of the pay period following completion of said period.

b) A part-time employee shall serve a promotional probation period of two thousand eighty (2080) paid hours ending with the first day of the pay period following completion of said period.

2. When a regular or regular limited-term employee is promoted, reduced, or reassigned as a result of the employee's position being reclassified and the class from which the employee is promoted, reduced, or reassigned is subsequently deleted or abolished, the incumbent employee shall not serve a promotional probation period.

3. When an employee who has been on a temporary promotion or a regular employee who was promoted to a limited-term position at the direction of the Fire Chief is reduced to a class the employee formerly occupied, the employee shall serve the remainder of any uncompleted probationary period in that class.
4. Except as provided in Section 2.B.2. of this Article, when a regular, limited-term, or probationary employee employed in a class other than Administrative Management, Executive Management, or Fire Management is reassigned or reduced to an Administrative Management class, such employee shall be placed on promotional probation for a period equal to the new probation periods set forth in Sections 2.A.1. and 2.A.2. of this Article.

C. Failure of Probation

1. New Probation

- a) An employee on new probation may be released from service at the sole discretion of the Authority at any time without right of appeal or hearing, except where an employee alleges his/her release was the result of discrimination by the Authority because of a protected status as defined by the existing Fair Employment and Housing Act or other applicable law. In the case of such allegations, the employee may submit an appeal at Step 2 of the disciplinary and predisciplinary procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of new probation.

2. Promotional Probation

- a) An employee on promotional probation may be failed at the sole discretion of the Authority at any time without right of appeal or hearing, except where an employee alleges his/her failure of promotional probation was the result of discrimination as described in Section 2.C.1.a) of this Article. In case of such allegations, the employee may submit an appeal at Step 2 of the disciplinary and predisciplinary procedure within fourteen (14) calendar days after receipt by the employee of notice of failure of promotional probation.
- b) When an employee fails his/her promotional probation, the employee shall have the right to return to his/her former class, provided the employee was not in the previous class for the purpose of training for a promotion to a higher class.
- c) When an employee is returned to his/her former class under the provisions of this Section, the employee shall serve the remainder of any uncompleted probationary period in the former class. A regular employee who accepts promotion to a limited-term position other than at the direction of the Fire Chief shall not have the right to return to his/her former class.

- d) If the employee's former class has been deleted or abolished, the employee shall have the right to return to a class in his/her former occupational series closest to, but no higher than, the salary range of the class that the employee occupied immediately prior to promotion and shall serve the remainder of any probationary period not completed in the former class.
- e) An employee who fails promotional probation shall receive a performance evaluation stating the reason for failure of promotional probation.

D. General Provisions

- 1. When an employee's record consists of a combination of full-time and part-time service in regular or regular limited-term positions, except as provided in Part 2, Article IV, Section 2.C., part-time service shall be applied proportionately by using total hours worked to appropriate full-time requirements. For purposes of this Section, two thousand eighty (2080) hours shall equal fifty-two (52) weeks.
- 2. When the Fire Chief or his/her representative passes an employee on probation, that determination shall be based upon a written performance evaluation and shall be discussed with the employee. A probation period may not be extended, except as provided in Section 2.E. of this Article and an employee who is permitted by the Authority to work beyond the end of a probation period shall be deemed to have passed such probation period.

E. Extension of Probation Periods

- 1. The granting of an Official or Military Leave of Absence, the imposition of a suspension, or the granting of a light duty assignment to an employee shall cause the employee's probation period to be extended by the length of the Official Leave, suspension, or light duty assignment, or by the length of the Military Leave in excess of fifteen (15) calendar days. The extended probation period resulting from the Official or Military Leave of Absence, suspension, or light duty assignment shall end with the first day of the pay period after said extended date.
- 2. The Human Resources Director shall extend the new or promotional probationary periods of incumbents appointed as a result of a selection procedure that is appealed. Such probationary periods shall be extended no longer than sixty (60) calendar days from the date on which the Authority receives the Appeals Officer's findings and decision. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee has served a probationary period that is longer than the probationary period normally prescribed for new or promotional probation, such an employee may fail probation during the extended period only upon recommendation of the Appeals Officer and final determination of the Board of Directors.

3. Upon recommendation of the Assistant Chief/Department Head or his/her designee or request of the employee with the concurrence of the Assistant Chief/Department Head or his/her designee, the probation period of an employee may be extended at the sole discretion of the Human Resources Director for a period not to exceed one hundred eighty (180) calendar days, provided such action is approved by the Human Resources Director before the normal probation period is completed. Denial of a request to extend a probation period shall not be subject to appeal or hearing.
4. The Human Resources Director shall extend the probationary period of employees with an employment authorization document that has an expiration date that would occur after the end of the probation period. Such probation periods shall be extended to coincide with the expiration date of the employment authorization document. In the event an employee's probationary period is extended by the provisions of this Section, and such an employee serves a probationary period that is longer than the normal probation period, such an employee may fail probation during the extended period only for failure to obtain a new, valid employment authorization document by the expiration date of the expiring employment authorization document.

Section 3. Performance Evaluation

- A. The Authority shall maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings shall be prepared and recorded in the employee's personnel file for all regular and limited-term (full-time and part-time) employees at least once each year, and, in addition, for employees on probationary status, at least once near the middle of the probation period and prior to the end of the probation period.
- B. The Authority shall discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file.
- C. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment relating thereto, shall be given to the employee.

Section 4. Contents of Personnel File

- A. Adverse statements prepared by the Authority shall not be included in an employee's official personnel file, unless a copy is provided to the employee.
- B. An employee shall have the right to inspect and review the contents of his/her official personnel file at reasonable intervals.
- C. In addition, an employee shall have the right to inspect and review the contents of his/her official personnel file in any case where the employee has a grievance related to performance, to a performance evaluation, or is contesting his/her suspension or discharge from Authority service.

- D. Letters of reference and reports concerning criminal investigations concerning the employee shall be excluded from the provisions of Sections 4.B. and 4.C. of this Article.
- E. An employee shall have the right to respond in writing or personal interview to any information contained in his/her official personnel file, such reply to become a permanent part of such employee's official personnel file.
- F. Any contents of an employee's official personnel file may be destroyed pursuant to an agreement between the Human Resources Director and the employee concerned or by an order of an arbitrator, court, or impartial hearing officer, unless the particular item is otherwise required by law to be kept.

ARTICLE IV

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 AUTHORITY PREFERRED ELIGIBLE 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 V

LEAVE PROVISIONS

Section 1. Sick Leave

- A. Accumulation of Sick Leave – shall be in accordance with the following schedule:

Regular, Limited-Term, and Probationary Employees

HOURS OF CONTINUOUS SERVICE EXCLUSIVE OF OVERTIME	HOURLY ACCRUAL RATE
1 through 6,240.00 regularly scheduled hours	0.0347 hours for each regularly scheduled work hour paid
6,240.01 or more regularly scheduled hours	0.0462 hours for each regularly scheduled work hour paid

For the purpose of this Section, each biweekly pay period for which a full-time employee receives his/her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours. A part-time employee shall accumulate sick leave on a prorated basis not to exceed the equivalent for a full-time employee.

When determined to be in the best interest of the Authority, the Fire Chief may approve up to forty (40) hours of sick leave be advanced to a newly appointed employee. The additional accrual of hours of sick leave would be suspended until such time as the forty (40) hours would have been earned. At that time, sick leave accrual would resume at the rate specified in Section 1.A. of this Article. Extra help employees shall not earn sick leave.

- B. Sick Leave Earned - shall be added to the employee's sick leave accumulation account upon the completion of the pay period with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates Authority service.
- C. Permitted Uses of Sick Leave

Sick leave may be applied to:

1. An absence necessitated by employee's personal illness, injury, or disability due to pregnancy or childbirth.
2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the employee's supervisor.

3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the Authority that the presence of the employee on duty would endanger the health of others.
4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his/her immediate family, provided that such absence shall be limited to a maximum of three (3) working days for each occurrence. Additionally, once each calendar year, an employee may utilize up to five-tenths (.5) of the employee's annual sick leave accrual rate in any one (1) instance. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, grandparent, dependent adult or child for whom the employee is the legal guardian, or as otherwise defined by law.
5. Illness while on paid vacation shall be charged to sick leave rather than vacation only under the following conditions:
 - a) The illness or injury of the employee is of a nature that would preclude the effective use of vacation and would prevent the employee from performing his/her normal duties.
 - b) The employee must notify his/her supervisor within four (4) calendar days of the beginning of the illness or prior to the end of his/her vacation, whichever is sooner, to request that his/her illness on vacation be charged to sick leave.
 - c) The Authority shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
 - d) Upon the employee's return to work, the employee must furnish the Authority with a certificate signed by a licensed physician, registered nurse, or recognized health care provider stating the nature of the medical condition and the period of disablement.
6. Absence from duty because of personal business not to exceed twenty (20) working hours during the fiscal year.
7. An absence due to an air pollution alert that prevents the employee from traveling to his/her work location.

D. Prohibited Uses of Sick Leave

1. Sick leave shall not be applied to absences caused by illness or injury to a member of the employee's family, except as provided in Sections 1.C.4. and 1.C.6. of this Article.
2. Sick leave shall not be applied to absences that occur on an Authority observed holiday.

E. General Provisions

1. In any use of sick leave, an employee's account shall be charged to the nearest quarter hour.
2. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other Authority-approved evidence of illness, injury, or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
3. An employee shall receive sick leave payoff as follows:
 - a) Upon paid retirement or death, an employee or the employee's estate shall be paid for a portion of the employee's unused sick leave in an amount computed as provided below:

<u>Years of Service</u>	<u>Percent of Unused Sick Leave Paid For</u>
Less than 5 years	None
5 but less than 10	25%
10 but less than 15	50%
15 but less than 20	75%
20 or more	100%

Years of service as used herein shall be the equivalent of full-time continuous service in a regular position. Employees who elect to take deferred retirement shall not be eligible for any benefits provided by this paragraph. Former County of Orange employees entitled to continuous service, shall be credited with their sick leave balances upon employment with the Authority.

- b) Not more than once in each fiscal year, an employee who has accumulated unused sick leave in excess of two hundred eighty (280) hours shall, upon request, receive a payoff for up to one-third (1/3) of all his/her accumulated sick leave, provided that the remaining balance is not reduced below two hundred eighty (280) hours. The percentage of sick leave paid shall be computed based on years of continuous service in accordance with Section 1.E.3.a) of this Article. The employee's sick leave balance shall be reduced by the total number of hours elected and approved for payoff by the employee prior to the application of the eligible percentage described in Section 1.E.3.a) of this Article.
- c) Notwithstanding the provisions of Section 1.E.3.b) of this Article, an employee who has given irrevocable written notice of his/her intent to retire at least thirty (30) calendar days prior to the effective date of his/her retirement, may request that a payoff of his/her accumulated sick leave be made to his/her deferred compensation account with the Authority to the maximum amount permitted under the regulations that govern deferred compensation programs and to the extent

permitted under the provisions of Section 1.E.3.a) of this Article. Such payoff shall be made prior to the effective date of employee's retirement.

- 6.4.** When a former employee of the County of Orange Fire Department or the Authority is reemployed in a regular or limited-term position, the Human Resources Director may apply the total period of previous County of Orange and Authority service for the purpose of determining sick leave earning rates.

Section 2. Bereavement Leave

- A. Upon request, regular, limited-term, or probationary employees shall receive necessary time off with pay, not to exceed three (3) days in any one (1) instance, to arrange for or attend a funeral of a member of their immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, grandparent, grandchild or dependent child or adult for whom the employee is the legal guardian.

Section 3. Authorized Leave Without Pay

A. Authority Leave

1. Upon request, a regular, limited-term, or probationary employee may be granted an Authority Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the Fire Chief, except in cases where Official Leave has been authorized pursuant to Sections 3.B. and 9.A. of this Article. The Fire Chief may require that all accumulated compensatory time be used prior to granting of such Leave. The use of earned vacation prior to the obtaining of Leave shall be at the option of the employee. If the Leave qualifies as Family Leave pursuant to applicable law, the Fire Chief may require that all sick leave and compensatory and vacation time be used prior to granting an Authority Leave, except that the use of sick leave shall be subject to the provisions of Sections 1.C. and 1.D. of this Article.

B. Official Leave

1. Upon request, a regular, limited-term, or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year, except as provided in Sections 3.B.2. and 3.B.3. of this Article. Such Leave may be taken only after an employee's completion of an Authority Leave request, provided that the granting of a Leave shall not be a prerequisite to a request for Official Leave. The Fire Chief may require that all or a portion of compensatory time and vacation be used prior to granting such Leave.
2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the Fire Chief, except that requests for Official Leave that qualify as Family Leave pursuant to applicable law shall be

granted to the extent required by such law. If the Fire Chief denies the extension of such Leave, Sections 3.B.5. and 3.B.6. of this Article shall not apply.

3. Upon request, an employee who has requested and identified a valid need for Family Leave pursuant to Section 11. of this Article and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after an employee's completion of an Authority Leave request and after all accumulated compensatory time and vacation accruals have been applied toward payment of the absence. In addition, where appropriate under the provisions of Section 1.C. of this Article, the employee may be required to apply all sick leave accruals toward payment of the absence before an Official Leave shall be authorized.
4. An employee shall give notice two (2) weeks prior to the date he/she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks notice or the maximum notice allowable under applicable law. If an employee does not give the required notice prior to the date he/she wants to return to work, the Authority shall not be required to return the employee to work until the employee gives such notice; however, the Authority may waive the notice or reduce the notice period at its discretion.
5. The Department Head/Assistant Chief shall indicate on the request for Leave of Absence his/her recommendations as to whether the request should be granted, modified, or denied and shall promptly transmit the request to the Human Resources Director. The Human Resources Director shall render a decision within thirty (30) days of when the request is submitted to him/her. If the Human Resources Director approves the request, he/she shall deliver a copy to the Finance Manager, the Department Head/Assistant Chief, and the employee.
6. If the Human Resources Director modifies or does not approve a request for Official leave, the employee and/or the Department Head/Assistant Chief may, within fifteen (15) calendar days of said action, file a request with the Human Resources Director for review by the Fire Chief. Upon such request, the Human Resources Director shall forward a copy of the request for Official Leave to the Fire Chief for final determination. The employee and the Department Head/Assistant Chief shall notify the Human Resources Director whether he/she shall submit his/her position in a written statement or wishes to appear before the Fire Chief. The Human Resources Director may present his/her position in the same manner as the employee presents his/her position. The decision on such appeals shall be final.
7. An Official Leave shall not be deemed a break in Authority service.

C. General Provisions

1. A request for a 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.

2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the employee's supervisor or Department Head/Assistant Chief only where the employee is unable to initiate such action, except in cases where the provisions of Section 9.A. of this Article apply.
3. An employee who has been absent without pay due to a Leave granted pursuant to Sections 3., 4., 10., and/or 11. of this Article shall be considered to have automatically resigned his/her employment with the Authority under the provisions of Section 8. of this Article, unless he/she returns to work at the end of the Leave or receives approval for an extension of his/her Leave.

Section 4. Official Leave for Non-occupational Disability

- A. A regular, limited-term, or probationary employee shall be granted upon request an Official Leave of Absence Without Pay for up to six (6) months for a non-occupational disability, including disabilities related to pregnancy and childbirth, provided the employee meets the following conditions:
 1. A medical statement covering diagnosis, prognosis, expected date of return, and period of disability shall be submitted with the Leave request.
 2. Such Leave shall begin after all accrued sick leave and compensatory and vacation time have been applied toward the absence.
 3. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more.
- B. If additional Leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 3.B. of this Article.
- C. An employee shall not be entitled to more than one (1) such Leave per twelve (12) month period.

Section 5. Absences Caused by Medical Conditions

- A. An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to a medical condition shall not be permitted to resume work until and unless the employee obtains a medical clearance from a physician designated by the Authority.

Section 6. Jury Duty Leave

- A. A regular, limited-term, or probationary employee who is called for jury duty or for examination for jury duty shall be compensated at the employee's regular rate of pay for those hours of absence due to the jury duty that occurs during the employee's regularly scheduled working hours, provided the employee deposits the employee's fees for such hours of jury duty, exclusive of mileage,

with the Finance Manager. Fees for jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. An employee may request a change in regularly scheduled working hours to a Monday through Friday work schedule for the duration of such jury duty. Such requests shall be granted, if practicable.

Section 7. Witness Leave

- A. A regular, limited-term, or probationary employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours, except where the employee is a litigant or where the subpoena is related to the employee's employment with another employer, shall be compensated at his/her regular rate of pay for all hours of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the Finance Manager. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

Section 8. Absence Without Authorization

- A. Absence without authorization, whether voluntary or involuntary, for three (3) consecutive working days shall be considered an automatic resignation from Authority employment as of the last date on which the employee worked or the last date the employee was to return to work from an authorized absence.
- B. If an employee does not have prior authorization to be absent from work, such employee may request specific authorization from the Fire Chief prior to the expiration of the time limit specified in Section 8.A. of this Article.
- C. When an employee has been absent without authorization and the Authority plans to invoke the provisions of Section 8.A. of this Article at least ten (10) calendar days prior to accepting and entering an automatic resignation, the Authority shall send written notice to the employee's last known address by certified mail with return receipt requested and shall deposit such notice in the United States mail with postage fully prepaid. Notice is complete upon mailing. Such written notice shall contain:
 - 1. A statement of the Authority's intention to accept and enter the employee's automatic resignation and its effective date;
 - 2. A statement of the reasons for considering the employee to have automatically resigned;
 - 3. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 - 4. A statement of the employee's right to representation;
 - 5. A copy of the automatic resignation provisions that apply to the employee; and

6. A statement that if the employee fails to respond to the written notice before the effective date of the automatic resignation, the employee has waived any right to appeal the automatic resignation.
- D. An automatic resignation shall not be accepted and entered if the employee:
 - 1) responds to the notice before the effective date, 2) provides an explanation satisfactory to the Authority as to the cause of the unauthorized absence and the reasons for failing to obtain an authorized Leave and submits any pertinent documentation to substantiate such reasons, and 3) is found by the Authority to be ready, able, and willing to resume the full duties of his/her position.
- E. An employee who is permitted to continue his/her employment pursuant to Sections 8.C. and/or 8.D. of this Article shall not be paid for the period of his/her unauthorized absence and shall be treated as if on a Leave of Absence for purposes of continuity of employment and other appropriate benefits, unless the Authority determines it is appropriate to use sick leave, compensatory time, vacation, or other paid Leave to cover the absence.
- F. Notwithstanding any other provision of this Section, the Authority may rescind an automatic resignation.
- G. Automatic resignations shall not be considered a discharge under the provisions of Part 2, Article VIII, DISCIPLINARY AND PREDISCIPLINARY ACTIONS.

Section 9. Workers' Compensation Leave

- A. When an injury is determined to be job-related in accordance with Part 2, Article XI, ON-THE-JOB INJURIES, WORKERS' COMPENSATION, a regular, limited-term, or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and all sick leave has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.
- B. Workers' Compensation Leave shall continue until the employee:
 1. Is determined to be physically able to return to work by an Authority-designated physician; or
 2. Is determined to be physically able to return to work with medical restrictions that the Authority can accept; or
 3. Accepts employment outside the Authority; or
 4. Accepts employment in another Authority position; or
 5. Has retired pursuant to appropriate Government Code provisions.

An employee who does not return to work within two (2) weeks of the end of his/her Workers' Compensation Leave pursuant to this provision shall be considered to have automatically resigned his/her employment with the Authority under the provisions of Section 8. of this Article.

- C. An employee on Workers' Compensation Leave and/or 4850 leave must give notice two (2) weeks prior to the date he/she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he/she wants to return to work, the Authority shall not be required to return the employee to work until such notice is given; however, the Authority may waive the notice or reduce the notice period at its discretion.

Section 10. Parenthood Leave

- A. A regular, limited-term, or probationary employee shall be granted, upon request, a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or placement for legal adoption of a child, provided the employee meets the following conditions:
 - 1. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.
 - 2. Sufficient documentation of such birth or placement for legal adoption of a child is submitted with the request for Leave.
 - 3. Such employee has completed new probation.
 - 4. All accrued vacation and compensatory time have been applied toward the absence.
- B. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
- C. Sick leave must be applied toward any portion of the absence that qualifies under Section 1.C. of this Article, provided the employee has furnished the Authority with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
- D. Pregnant employees may also apply for a Non-occupational Disability Leave for the term of disability as provided in Section 4. of this Article.
- E. Parenthood Leave shall not be credited toward continuous service.
- F. For employees on Parenthood Leave, probation periods shall be treated as if the employee were on Official Leave.

Section 11. Family Leave

- A. General Provisions
 - 1. Family Leave shall be granted to the extent required by law for the following situations:
 - a) An employee's serious health condition as provided by Section 4. of this Article.

- b) The birth of a child or placement of a child for adoption or foster care as provided in Section 10. of this Article.
- c) Employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent, or child of an employee standing in "loco parentis" who is either under eighteen (18) years old or adult dependent child incapable of self-care because of mental or physical disability.

- 2. Employees must request and identify their need for Family Leave. When an employee requests Family Leave, the employee shall have the choice of utilizing his/her accrued Leave balances, for the purpose of continuing salary and benefits while on Family Leave, or the employee may choose to take Leave Without Pay. Requests for Family Leave may also fall under the provisions of Sections 3., 4., and 10. of this Article.
- 3. The Authority shall determine if a request for Family Leave is valid within the parameters of applicable law.
- 4. When a request for Family Leave is approved, and the employee has elected to utilize accrued Leave hours, the employee shall determine in what order the employee wishes to apply such time. The use of sick leave shall be restricted to those circumstances that qualify under the provisions of Section 1.C. of this Article.

B. Notification Requirements

- 1. If the Family Leave is foreseeable, the employee must provide the Authority with thirty (30) calendar days notice of his/her intent to take Family Leave.
- 2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he/she learns of the need for Family Leave.
- 3. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent, or spouse, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to Authority operations.

C. Verification

- 1. The Authority may require certification from the health care provider that states: (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; and (4) that the employee cannot perform his/her duties because of the condition (if leave is for own serious health condition) or that care is needed (if leave is for child, spouse, or parent).

2. The Authority may require a medical statement covering diagnosis, prognosis, and expected date of return.
3. Failure to provide satisfactory verification of the necessity for Family Leave is grounds for denial of the Family Leave.

Section 12. Catastrophic Leave

- A. Eligibility for Donations - To receive Catastrophic Leave Donations, an employee or his/her immediate family member (immediate family member is defined as father, father-in-law, mother, mother-in-law, step-parent, brother, sister, wife, husband, child, step-child, grandparent, or legal guardian) must:
 1. Have a catastrophic medical condition that shall require the employee to be on unpaid Leave.
 2. Exhaust all allowable accrued sick leave, vacation, and compensatory time.
 3. Submit to the employee's Department Head/Assistant Chief (or his/her designee) a written request for donations accompanied by a medical statement from the employee's or family member's attending physician. The attending physician's statement must verify the employee's need for an extended Medical Leave or the need for the employee to take Leave to care for a member of his/her immediate family, and must include a brief statement of the nature of the illness or injury and an estimated time the employee shall be unable to work.
- B. Request for Additional Donations
 1. Employees who receive donations under this procedure and who exhaust all donated sick leave may request an additional donation period(s) subject to the provisions of Section 12.A.2. of this Article.
- C. Donation Procedure
 1. Upon receipt of a valid request for donations from an eligible employee, the Department Head/Assistant Chief (or his/her designee) shall post a notice of the eligible employee's need for donations on the Authority e-mail system, bulletin boards, or other means of notification accessible to employees; confidential medical information shall not be included in the posted notice.
 2. Employees shall be provided a two (2) week period to submit their donations; donations received after the submission period shall not be processed.
 3. All donations shall be voluntary.
 4. Employees may donate vacation or compensatory time to the eligible employee; sick leave may not be donated.

5. Donations must be a minimum of two (2) hours, but cannot exceed eight (8) hours; all donations must be made in whole hour increments.
6. All donations shall be irrevocable.
7. Employees wishing to donate time to the eligible employee must provide the following:
 - a) The donating employee's name, social security number, and department name.
 - b) The number of hours of vacation/compensatory time he/she wishes to donate within the limitations of Section 12.C.5. of this Article.
 - c) The name, department, and class title of the eligible employee to whom the time is being donated.
 - d) A statement from the donating employee indicating that he/she understands the donation of time is irrevocable.
 - e) The donating employee's signature authorizing the transfer of the donated time to the eligible employee.
 - f) Donation authorizations that do not contain all of the above information shall not be processed.
8. At the close of the donation period, the Financial Services Section shall verify the hourly rate of the donating employee and confirm that each donating employee has accrued time balances sufficient to cover the designated donation.
9. The Financial Services Section shall process all donations at one (1) time; no additional donations shall be processed.
10. The Authority shall convert the donated time to dollars at the hourly rate of the donor. The dollars shall then be converted to accrued vacation and sick leave, as described herein, at the hourly rate of the recipient of the donation. Donated converted hours shall first be added to the recipient's accrued vacation, to the maximum permitted under Section 13.C. of this Article. The balance of the donated converted hours shall then be added to the recipient's sick leave account. These donated vacation and sick leave hours shall be available for use during the recipient's Catastrophic Leave. If any donated hours remain at the end of the recipient's Catastrophic Leave, they shall remain available for the sole use of the recipient. If the recipient dies during the Catastrophic Leave, all unused donated time shall be converted to dollars at the hourly rate of the recipient and paid to the recipient's surviving spouse or estate in the same manner as any monies due for vacation and/or compensatory time.

11. An employee who is on a Leave Without Pay at the time he/she receives a Catastrophic Leave donation shall be treated as if on an Official Leave of Absence for purposes of probation.

Section 13. Vacation

A. Accumulation of Vacation

1. Accumulation of vacation shall be in accordance with the following schedule:

Regular, Limited-Term, and Probationary Employees

YEARS OF COMPLETED CONTINUOUS SERVICE	EQUIVALENT HOURS OF COMPLETED CONTINUOUS SERVICE	HOURLY ACCRUAL RATE
0 to 3 years	1 through 6,240.00 regularly scheduled hours	0.0577 hours for each regularly scheduled hour paid
After 3 years but less than 10 years	6,240.01 through 20,800.00 regularly scheduled hours	0.077 hours for each regularly scheduled hour paid
After 10 years	20,800.01 or more regularly scheduled hours	0.0962 hours for each regularly scheduled hour paid

2. For the purpose of this Section, each biweekly pay period for which a full-time employee receives his/her full biweekly salary shall be considered the equivalent of eighty (80) regularly scheduled paid hours.
3. When it is determined to be in the best interest of the Authority, the Fire Chief may approve vacation accruals up to a maximum of .077 hours vacation (approximately one hundred sixty [160] hours per year) for each hour of pay during the scheduled workweek for new employees. If approved, this accrual rate shall remain in effect until the employee is eligible for an increase as defined in Section 13.A.1. of this Article.
4. A new employee in a part-time (regular or limited-term) position shall earn prorated vacation in fifty-two (52) week segments. At the conclusion of fifty-two (52) weeks of employment, the ratio of regularly scheduled hours paid to two thousand eighty (2080) hours shall be determined. The same ratio shall be applied to eighty (80) hours to establish the amount of vacation to be credited to the employee's account as of the conclusion of the pay period in which the fifty-two (52) week period ended. The employee shall, in addition, earn .0193 hours of vacation for each hour of pay during his/her regularly scheduled workweek. Such additional credit shall be applied to the vacation accumulation account only upon completion of each pay period, with no credit to be applied during the progress of any pay period or for any

portion of a pay period during which the employee terminates Authority service.

B. Vacation Credit

1. Vacation credit shall be applied to the employee's vacation accumulation account only upon completion of each pay period. No credit shall be applied during the progress of any pay period or for any portion of a pay period during which the employee terminates Authority service.

C. Maximum Allowable Vacation Credit

1. The maximum allowable vacation credit at any one (1) time for a full-time employee with less than ten (10) years of full-time continuous service shall be three hundred twenty (320) hours or a prorated amount equal to eight (8) weeks of vacation for part-time employees. The maximum allowable vacation credit at any one (1) time for a full-time employee with ten (10) or more years of full-time continuous service shall be four hundred (400) hours or a prorated amount equal to ten (10) weeks of vacation for part-time employees. All vacation hours earned in excess of the maximum allowable vacation credit shall be paid in the pay period earned.

D. General Provisions

1. Not more than eighty (80) hours of paid time may be credited toward accumulation of vacation credit in any pay period.
2. An Official Leave of Absence shall cause the aforementioned ten (10) years of full-time Authority service to be postponed a number of calendar days equal to the Official Leave.
3. Additional vacation earned during the period of vacation may be taken consecutively with the approval of the Fire Chief.
4. In any use of vacation, an employee's account shall be charged to the nearest quarter hour.
5. Vacations shall be scheduled for employees by the Authority; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
6. Illness while on paid vacation shall be charged to sick leave rather than vacation only under the conditions specified in Section 1.C.5. of this Article.
7. No employee shall be required to return to work for the Authority in any capacity during the time of his/her paid vacation from the Authority service, except in cases of emergency.
8. An employee separating from Authority service for reasons other than paid Authority retirement shall be paid for all accrued vacation in a lump

sum payment. An employee who is separating from Authority service by way of paid Authority retirement may elect either to take time off for his/her vacation or to be paid for his/her vacation in a lump sum payment.

9. During each fiscal year, an employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty (40) hours each or one (1) increment of up to eighty (80) hours. An employee who is within fifteen (15) hours of the applicable maximum allowable vacation credit set forth in Section 13.C. of this Article may request to be paid for one (1) additional increment of up to eighty (80) hours in each fiscal year.
10. No scheduled vacation shall be canceled, except in cases of emergency.
11. When an employee's Authority service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply towards the required ten (10) years of Authority service, with the part-time service being applied proportionately to the appropriate full-time interval.
12. No employee shall be permitted to work for compensation for the Authority in any capacity during the time of his/her paid vacation from the Authority service. Employees are permitted to receive reimbursements for voluntary service as a Volunteer Reserve Firefighter while on paid vacation from Authority service.

E. Vacation Time for Transitioning Employees

When a former employee of the County of Orange Fire Department or the Authority is reemployed in a regular or limited-term position, the Human Resources Director may apply the total period of previous continuous County of Orange and Authority service for the purpose of determining vacation earning rates.

ARTICLE VI

HOLIDAYS

Section 1. Holidays Observed

A. Employees shall observe the following holidays:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Lincoln's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Section 2. Regular, Limited-Term, and Probationary Employees

A. Holiday Compensation

1. For each holiday listed in Section 1.A. of this Article, each full-time employee scheduled to work, but permitted to take the day off, shall be paid for the number of hours the employee is regularly scheduled to work that workday computed at the employee's base hourly rate. A part-time employee scheduled to work, but permitted to take the day off shall receive pay computed at the employee's base hourly rate for the number of hours the employee was regularly scheduled to work to a maximum of nine (9) hours of holiday pay.
2. When a holiday listed in Section 1.A. of this Article, falls on a full-time employee's regularly scheduled day off, the employee shall receive eight (8) hours of compensatory time. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (5) hours of regularly scheduled work in the workweek to a maximum of eight (8) hours of compensatory time.
3. When a holiday falls on a Sunday, the next day (Monday) shall be observed as the holiday.
4. When Christmas Day or New Year's Day falls on a Saturday, the Friday immediately preceding each day shall be observed as the holiday.
5. Employees shall be paid in the pay period that the holiday occurs.

6. Full-time employees who are on a pay status during the pay period that includes March 1st each fiscal year shall be credited with two (2) hours of compensatory time at the end of the pay period that includes that date. Part-time employees whose regularly assigned work schedule is at least twenty (20) hours per week shall, in like manner, earn and be credited with one (1) hour of compensatory time.

B. Eligibility for Holiday Pay

1. An employee must be paid for all or a portion of both the regularly scheduled working assignment immediately prior to a holiday and the regularly scheduled working assignment immediately after that holiday in order to receive holiday pay.
2. A new employee whose first working day is the day after a holiday shall not be paid for that holiday.
3. An employee who elects paid Authority retirement on a holiday shall be paid for the holiday.
4. An employee who is terminating employment for reasons other than paid Authority retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
5. Only regular, limited-term, and probationary employees shall be eligible for holiday pay.
6. With Authority approval, compensatory time earned for working on a holiday or for a holiday falling on a regularly scheduled day off may be taken on the first scheduled working day after the holiday.

C. Compensation for Work on Holidays

1. An employee who is required to work on a holiday and who meets the eligibility requirements contained herein shall, in addition to his/her regular pay, receive compensatory time for each hour worked on a holiday at a rate of one and five-tenths (1.5) times the employee's base hourly rate.

D. Holidays that fall during an employee's vacation period shall not be charged against the employee's vacation balance.

E. Compensatory time earned under the provisions of this Article may be granted as compensatory time off or paid for at the discretion of the Authority. Employees shall be paid for all compensatory time in excess of eighty (80) hours.

ARTICLE VII

REIMBURSEMENT PROGRAMS

Section 1. Mileage Reimbursement

- A. Subject to the current vehicle rules and regulations established by the Board, an employee who is authorized by the Fire Chief to use a private automobile in the performance of his/her duties shall be paid for each mile driven in the performance of his/her duties during each monthly period as provided below:
 - 1. The reimbursement rate shall be the Internal Revenue Service Standard Mileage Rate for the Business Use of a Car.

- B. An employee who is required by the Authority to furnish a privately owned vehicle for the performance of his/her duties on Authority time shall receive a minimum of ten (10) dollars in any month in which the actual mileage reimbursement would otherwise be less than ten (10) dollars. The minimum shall not apply in any month:
 - 1. In which the employee has not actually worked eighty (80) hours;
 - 2. Unless the employee claims the ten (10) dollar minimum and the Authority certifies that the employee was required to use a privately owned vehicle on Authority business.

Section 2. Personal Property Reimbursement

- A. Employees shall, in proper cases, be reimbursed for the repair or replacement of personal property damaged in the line of duty without fault of the employee. The amount of reimbursement for articles of clothing shall be the depreciated value based on the age and condition of the article. The amount of reimbursement for other personal property covered by this provision shall be the actual replacement or repair value, whichever is lower, except that the reimbursement on a watch shall not exceed its functional value and the limit on eyeglasses shall be the cost of lenses, plus the cost of basic frames.

Section 3. Tuition Reimbursement

- A. The tuition reimbursement program in this unit is designed to:
 - 1. Enhance professional job skills; and
 - 2. Encourage ongoing professional development.

- B. Eligibility of courses shall be generally based on the provisions of Part 1, Article III, Section 2. Approval for other courses such as certificate programs, seminars, and workshops shall be subject to the approval of the requesting employee's Executive Manager.

- C. For approved college or other approved graded courses, reimbursement shall require a minimum final grade of "C" or better for undergraduate courses and a

minimum final grade of “B” or better for graduate courses. For courses that are not graded, reimbursement shall require proof of successful completion. No reimbursement shall be made for audited or incomplete courses.

- D. Reimbursement from the Authority shall not exceed two thousand (2000) dollars in any fiscal year and shall apply to tuition, registration, lab fees, books, and approved related expenses; and shall be processed according to the Authority’s tuition reimbursement process.
- E. Reimbursement received from other sources for expenses covered in this Section shall be deducted before the Authority provides tuition reimbursement.

ARTICLE VIII

DISCIPLINARY AND PREDISCIPLINARY ACTIONS

Section 1. Reprimand or Denial of Performance Salary Increase

- A. No regular, limited-term regular, or promotional probationary employee shall receive a written reprimand or denial of performance salary increase, except for reasonable cause.
- B. A written reprimand or denial of performance salary increase may be appealed through this appeal procedure. Such appeal shall be initiated at Step 1 of this procedure.

Section 2. Disciplinary Hearing for Suspension, Reduction, or Discharge

- A. In suspending a regular, limited-term regular, or promotional probationary employee for more than forty (40) regularly scheduled hours, or in reducing a regular or limited-term regular employee for reasons of unsatisfactory performance or physical disability, or in discharging a regular or limited-term regular employee, a written notice of such proposed disciplinary action shall be served on the employee personally, or by certified mail, at least fourteen (14) calendar days prior to the effective date of the proposed action. Such written notice shall contain:
 - 1. A description of the proposed action and its effective date(s);
 - 2. A statement of the reasons for such proposed action, including the acts or omissions on which the proposed action is based;
 - 3. Copies of material on which the proposed action is based;
 - 4. A statement of the employee's right to respond, either orally or in writing, prior to the effective date of such proposed action;
 - 5. A statement of the employee's right to representation; and
 - 6. A statement of the employee's right to appeal should such proposed action become final.
- B. In suspending a regular, limited-term regular, or promotional probationary employee for forty (40) regularly scheduled hours or less, the above notice requirements shall be complied with, if practicable, prior to the effective date of the suspension, and in any event, not more than fourteen (14) calendar days after the effective date of the suspension.
- C. Prior to the effective date of such suspension of more than forty (40) regularly scheduled hours, or reduction or discharge, an employee shall be given an opportunity to respond, either orally or in writing, at the employee's option, to a designated Authority representative with the authority to make an effective recommendation on the proposed disciplinary action.

- D. An employee shall be given reasonable time off without loss of pay to attend a disciplinary hearing.
- E. An employee may represent himself/herself or may be represented by his/her representative in the disciplinary process.
- F. An employee and his/her representative shall receive written notice sustaining, modifying, or canceling a proposed discharge on or prior to the effective date of such action.
- G. An employee and his/her representative shall receive written notice sustaining, modifying, or canceling a proposed suspension or reduction prior to the effective date of such action.
- H. Should a proposed reduction or suspension become final, an employee shall have the right to appeal such action pursuant to Section 3. of this Article.

Section 3. Right of Appeal

- A. Suspension
 - 1. No regular, limited-term regular, or promotional probationary employee shall be suspended, except for reasonable cause.
 - 2. A written notice of such suspension stating specifically the cause of the suspension shall be given to the employee.
 - 3. An appeal of suspension shall be initiated in accordance with Section 5. of this Article.
- B. Reduction
 - 1. No regular employee or limited-term regular employee shall be reduced to a position in a lower class for reasons of unsatisfactory performance or physical disability, except for reasonable cause.
 - 2. A written notice of such reduction stating specifically the cause of the reduction shall be given to the employee.
 - 3. An appeal of reduction to a position in a lower class shall be initiated in accordance with Section 5. of this Article.
- C. Discharge
 - 1. No regular or limited-term regular employee shall be discharged, except for reasonable cause.
 - 2. A written notice of such discharge stating specifically the cause of the discharge shall be given to the employee.
 - 3. An appeal of discharge shall be initiated in accordance with Section 5. of this Article.

- D. Failure of the employee to comply with the time limits set forth in this Article shall signify that the employee has waived his/her right to further process the appeal, and the disciplinary action shall stand as intended/administered. Failure by the Authority representative to timely respond under this Article shall permit the employee to progress the appeal to the next step.
- E. The time limits for appeals, set forth in this Article, may be extended by mutual agreement between the Authority representative and employee or his/her representative.

Section 4. Polygraph Examination

- A. No employee shall be compelled to submit to a polygraph examination. No disciplinary action whatsoever shall be taken against an employee refusing to submit to a polygraph examination; nor shall any comment be anywhere recorded indicating that an employee offered to take, took, or refused to take a polygraph examination, unless otherwise agreed to in writing by the parties; nor shall any testimony or evidence of any kind regarding an employee's offer to take or refusal to take or the results of a polygraph examination be admissible in any proceeding pursuant to this Personnel and Salary Resolution, unless otherwise agreed to in writing by the parties.

Section 5. Appeal Procedure

- A. All Step 1 and Step 2 appeals must be submitted to the Human Resources Director or the employee's Battalion Chief, Division Chief, Division Manager, Section Manager, Assistant Chief, or Deputy Fire Chief within the time limits outlined in this Article. If the appeal is submitted to the employee's Battalion Chief, Division Chief, Division Manager, Section Manager, Assistant Chief, or Deputy Fire Chief, a copy shall be forwarded to the Human Resources Director. Submission of the appeal may be via mail, hand delivery, or fax; postmarks shall be accepted. Fax deliveries must be received no later than 5:00 p.m. on the last day allowable under the provisions of this Article. Any suspension, reduction, or discharge imposed by the Fire Chief may be submitted directly to arbitration in accordance with Section 6. of this Article. Any notification of intent to discharge or probationary release where the employee is alleging discrimination may be submitted directly to Step 2 of this procedure. To facilitate submittal of appeals, the employee's representative shall have the right to submit an appeal in the name of the employee at the employee's request.

1. STEP 1

- a) Reprimand or Performance Salary Increase Denial – Battalion Chief, Section Manager, Division Manager, Division Chief, Assistant Chief, or Deputy Fire Chief

Upon receipt of a reprimand or denial of a performance salary increase, an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Human Resources Director, Division Chief, Division Manager, Battalion Chief, Section Manager, Assistant Chief, or Deputy Fire Chief for a meeting to

address the matter. The Human Resources Director shall schedule a meeting with the appropriate Division Chief, Battalion Chief, Section Manager, Division Manager, Assistant Chief, or Deputy Fire Chief to hear the employee's presentation. After hearing the employee's presentation, the Division Chief, Battalion Chief, Section Manager, Division Manager, Assistant Chief, or Deputy Fire Chief shall issue a written determination within fourteen (14) calendar days.

b) Suspension or Reduction – Assistant Chief or Deputy Fire Chief

Upon receipt of a notice of intent involving suspension or reduction, an employee may, within fourteen (14) calendar days of receipt of such notice, submit a request to the Human Resources Director, Division Chief, Division Manager, Battalion Chief, Section Manager, Assistant Chief, or Deputy Fire Chief for a meeting to address the charges in the notice. The Human Resources Director shall schedule a meeting with the appropriate Assistant Chief or Deputy Fire Chief to hear the employee's presentation. After hearing the employee's presentation, the Assistant Chief or Deputy Fire Chief shall issue a written determination relative to the intended action within fourteen (14) calendar days.

2. STEP 2

a) Reprimand or Performance Salary Increase Denial – Assistant Chief, Deputy Fire Chief, or Fire Chief

If the employee does not agree with the outcome in Step 1, the employee may, within fourteen (14) calendar days of receipt of the Step 1 written determination, submit a written appeal to the Human Resources Director, Division Chief, Division Manager, Battalion Chief, Section Manager, Assistant Chief, or Deputy Fire Chief. Within fourteen (14) calendar days of receipt of the appeal at Step 2, the appropriate Assistant Chief, Deputy Fire Chief, or Fire Chief shall meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be provided to the appellant and his/her representative. The determination shall be final and binding and not referable to arbitration.

b) Suspension, Reduction, Probationary Release Alleging Discrimination, or Discharge – Fire Chief or Deputy Fire Chief

Suspension or Reduction - If the employee does not agree with the outcome in Step 1, the employee may within fourteen (14) calendar days of the receipt of the Step 1 written determination submit a written appeal to the Human Resources Director. Within fourteen (14) calendar days of receipt of the appeal, the Fire Chief or, if designated, the Deputy Fire Chief shall meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be provided to the appellant and his/her representative.

Probationary Release Alleging Discrimination or Discharge - If the employee receives a notice of intent to discharge, or is alleging that his/her probationary release is due to discrimination, the employee may begin his/her appeal process at Step 2 by submitting a written appeal to the Human Resources Director within fourteen (14) calendar days of receipt of such written notification. Within fourteen (14) calendar days of receipt of the appeal, the Fire Chief, or, if designated, the Deputy Fire Chief shall meet with the appellant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be provided to the appellant and his/her representative.

Section 6. Referrals to Arbitration

- A. If the suspension, reduction, or discharge is imposed by the Fire Chief, the employee may submit the matter directly to arbitration in accordance with Section 6. of this Article.
- B. If the employee does not agree with the outcome at Step 2 regarding a suspension, reduction, or discharge, the employee may appeal the matter to arbitration by submitting the appeal to the Human Resources Director within fourteen (14) calendar days from the date of receipt of such Step 2 decision. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the appeal.
- C. All disciplinary appeals shall be signed by the appellant or his/her representative and shall be submitted in writing.
- D. Finding of Facts and Remedies
 - 1. An arbitrator may sustain, modify, or rescind an appealed disciplinary action as follows and subject to the following restrictions:
 - a) All Disciplinary Actions

If the arbitrator finds that the disciplinary action was taken for reasonable cause, he/she shall then determine if the disciplinary action imposed on the employee was appropriate. The arbitrator shall have the right, and the responsibility, to modify the discipline if, in his/her opinion, it is not appropriate.
 - b) Suspension/Reduction

If the action is modified or rescinded, the appellant shall be entitled to restoration of pay and/or fringe benefits in a manner consistent with the arbitrator's decision and consistent with Section 6.E. of this Article.
 - c) Discharges

If the arbitrator finds that the order of discharge should be modified, the appellant shall be restored to a position in his/her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the appellant was removed from duty, as

determined by the arbitrator and consistent with Section 6.E. of this Article.

If the arbitrator finds that the order of discharge should be rescinded, the appellant shall be reinstated in a position in his/her former class and shall receive pay and fringe benefits for all of the period of time he/she was removed from duty and consistent with Section 6.E. of this Article.

E. Restriction on Remedies

1. Restoration of pay and benefits shall be subject to deduction of all unemployment insurance, applicable taxes and withholdings, and outside earnings that the appellant received since the date of discharge.

F. Probationary Releases Alleging Discrimination

1. The issues to be submitted to the arbitrator in appeals filed pursuant to Article VIII shall be as follows and shall be submitted consistent with Section 6. of this Article:

- a) Was the probationary release of (employee's name) in whole or in part the result of discrimination?
- b) If so, what shall the remedy be under the provision of Section 6.F.2., Findings of Facts and Remedies, of this Article?

2. Findings of Facts and Remedies

- a) In the event the arbitrator finds no discrimination, the appeal shall be denied and the issue of remedy becomes moot.
- b) In the event the arbitrator finds discrimination, but also finds such discrimination was not a substantial cause of the employee's probationary release, the appeal shall be denied, and the issue of remedy becomes moot.
- c) In the event the arbitrator finds discrimination and also finds such discrimination was a substantial cause of the probationary release of the employee, the arbitrator's award shall depend upon the significance of the violation and shall be in keeping with the following alternatives:
 - The probationary release may be sustained.
 - The employee may be reinstated in a position in his/her former class subject to forfeiture of pay and fringe benefits for all or a portion of the period of time the employee was removed from duty. The employee may be required to serve the remainder of any outstanding probation period.
 - The employee may be reinstated in a position in his/her former class with full back pay and benefits for all the period of time the employee was removed from duty. The employee may be

required to serve the remainder of any outstanding probation period.

Section 7. General Provisions

- A. If the appeal is decided by an arbitrator, the appellant and his/her representative relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedures.
- B. The cost of an arbitrator shall be shared equally in all cases by the Authority and the appealing party, except when the appealing party solely alleges discrimination, in which case, the Authority shall bear the full cost. When the appeal involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.
- C. Appeal hearings by an arbitrator shall be private.
- D. Arbitration appeal hearings for suspensions of less than forty (40) hours shall be limited to one (1) day, unless both parties agree that a longer hearing is necessary. Both parties shall be allotted equal time during arbitration hearings involving such suspensions. The one (1) day limitation for arbitration appeal hearings shall not apply to suspensions imposed by the Fire Chief.
- E. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Conciliation Service, the American Arbitration Association, or some other agreed upon source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.
- F. Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the requested copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies, but not soon enough to comply with the above time limits, may be admitted, provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.
- G. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.

- H. At the hearing, both the employee and/or his/her representative and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
 - 1. Oral evidence shall be taken only on oath or affirmation.
 - 2. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his/her own behalf, the employee may be called and examined as if under cross-examination.
- I. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted, if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are not, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
- J. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
- K. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. Scope of Grievances

- A. A grievance may be filed if a management interpretation or application of the provisions of this Personnel and Salary Resolution, Part 2 adversely affects an employee's wages, hours, or conditions of employment. In addition, disputes involving performance evaluations rated substandard may be processed through the grievance procedure.
- B. Specifically excluded from the Scope of Grievances are:
 - 1. Subjects involving the amendment or change of Board of Directors resolutions, ordinances, or minute orders that do not incorporate the provisions of this Personnel and Salary Resolution;
 - 2. Matters that have other means of appeal, including, but not limited to, matters that may be appealed through the Workers' Compensation Appeals Board;
 - 3. Position classification;
 - 4. Performance evaluations rated standard or above.

Section 2. Basic Rules

- A. If an employee does not present a grievance or does not appeal the decision rendered regarding his/her grievance within the time limits, the grievance shall be considered resolved.
- B. If an Authority representative does not render a decision to the employee within the time limits, the employee may, within fourteen (14) calendar days, thereafter appeal to the next step in the procedure.
- C. If it is the judgment of any management representative that he/she does not have the authority to resolve the grievance, he/she may refer it to the next step in the procedure. By mutual agreement of the Authority and the employee and/or his/her representative, Step 1 of the grievance procedure may be waived.
- D. Upon prior written consent of the parties (i.e., the representatives of the Authority and the employee or his/her representative), the time limits at any step in the procedure may be extended.
- E. Every reasonable effort shall be made by the employee and the Authority to resolve a grievance at the lowest possible step in the grievance procedure.

- F. No claim shall be granted for retroactive adjustment of any grievance prior to ninety (90) calendar days from the date of filing the written grievance at Step 1.
- G. The employee shall have the right to a representative present throughout the grievance process.
- H. In order to encourage candid discussion and compromise in attempting to resolve grievances, the Authority and the employee and/or his/her representative agree that the grievance files of the respective parties shall be confidential.

Section 3. Submission of Grievances

- A. Any employee or group of employees shall have the right to present a grievance. No employee or group of employees shall be hindered from or disciplined for exercising this right.
- B. If any two (2) or more employees have essentially the same grievance, they may, and if requested by the Authority must, collectively present and pursue their grievance if they report to the same immediate supervisor.
- C. If the grievant is a group of more than three (3) employees, the group shall, at the request of the Authority, appoint one (1) or two (2) employees to speak for the collective group.

Section 4. Employee Representation

- A. An employee may represent himself/herself or may be represented by his/her representative in the formal grievance procedure.

Section 5. Time Off for Processing Grievances

- A. Reasonable time off without loss of pay shall be given to:
 - 1. An employee who has a grievance, in order to attend a meeting with his/her supervisor or other person with authority to resolve the matter, as prescribed herein.
 - 2. An authorized grievance representative, in order to attend a meeting with the represented grievant's supervisor or other person with authority to resolve the grievance, as prescribed herein, or to obtain facts concerning the action grieved through discussion with the grievant or other employees.
- B. The following restrictions shall apply in all cases to activity authorized in Section 5.A. of this Article:
 - 1. Before performing grievance work, the grievant or grievance representative shall obtain permission of his/her supervisor, if applicable, and shall report back to the supervisor when the grievance work is completed.

2. Neither the grievant nor the grievance representative shall interrupt or leave his/her job to perform grievance work, if applicable, unless his/her supervisor determines that such interruption or absence shall not unduly interfere with the work of the unit in which the grievant or representative is employed. However, an effort shall be made to grant such time off as soon as it is feasible to do so.
3. When an authorized grievance representative must go into another section or unit to investigate a grievance, if applicable, the representative shall be permitted to do so provided that:
 - a) The representative checks in and checks out with the supervisor of the unit; and
 - b) Such investigation will not unduly interfere with the work of the unit.

Section 6. Informal Discussion

- A. If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively toward settlement.

Section 7. Formal Grievance Steps

- A. The grievance procedure shall consist of the following steps, each of which must be completed prior to any request for further consideration of the matter, unless waived by mutual consent or as otherwise provided herein.
- B. All Step 1 and Step 2 grievances must be submitted to the Human Resources Director, the employee's Battalion Chief, Section Manager, Division Manager, Division Chief, Assistant Chief, or Deputy Fire Chief within the time limits outlined in this Article. If the grievance is submitted to the employee's Battalion Chief, Section Manager, Division Manager, Division Chief, Assistant Chief, or Deputy Fire Chief, a copy shall be forwarded to the Human Resources Director. Submission may be via mail, hand delivery, or fax; postmarks shall be accepted. Fax deliveries must be received no later than 5:00 p.m. on the last day allowable under the provisions of this Article. A grievance may be filed by an employee or the employee's representative in the name of the employee, at the employee's request.
 1. STEP 1: Battalion Chief, Section Manager, Division Manager, Division Chief, Assistant Chief, or Deputy Fire Chief
 - a) If an employee has a grievance, the employee or the employee's representative, on behalf of the employee, may formally submit a grievance to the Human Resources Director, Battalion Chief, Section Manager, Division Manager, Division Chief, Assistant Chief, or Deputy Fire Chief within fourteen (14) calendar days from the occurrence that gives rise to the problem. A Step 1 grievance shall be heard by a Battalion Chief, Section Manager, Division Manager, Division Chief, Assistant Chief, or Deputy Fire Chief. In those cases where the employee's immediate supervisor is the subject of the

grievance, the employee's immediate supervisor and the next level supervisor shall meet with the grievant within the time limit.

- b) Such submission shall be in writing and shall state the nature of the grievance and the suggested solution. Within fourteen (14) calendar days after receipt of the written grievance, the Battalion Chief, Section Manager, Division Manager, Division Chief, Assistant Chief, or Deputy Fire Chief shall meet with the grievant.
- c) Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant. The written decision at Step 1 shall be signed by the reviewing officer.

2. STEP 2: Fire Chief, Deputy Fire Chief, or Assistant Chief

- a) If the grievance is not settled under Step 1 and it concerns an alleged misinterpretation or misapplication of this Personnel and Salary Resolution, Part 2, it may be appealed in writing to the Human Resources Director within fourteen (14) calendar days after receipt of the written decision from Step 1. Within fourteen (14) calendar days after receipt of the written grievance, the Fire Chief or, if designated, the Deputy Fire Chief or appropriate Assistant Chief, shall meet with the grievant and his/her representative. Within fourteen (14) calendar days thereafter, a written decision shall be given to the grievant and his/her representative. The decision of the Fire Chief or his/her designee, regarding a substandard performance evaluation, shall be final and binding and shall not be referable to arbitration.

Section 8. Referrals to Mediation

- A. As an alternative to proceeding directly to arbitration after completion of Step 2, the parties may mutually agree to submit a grievance to mediation. A request for mediation may be presented in writing to the Human Resources Director within fourteen (14) calendar days from the date a decision was rendered at Step 2. A request for mediation shall automatically suspend the normal processing of a grievance until the mediation process is completed. The Authority shall respond to a request for mediation within fourteen (14) calendar days. The mediation process shall be optional, and any opinion expressed by the mediator shall be informal and shall be considered advisory. Should the mediation process not be successful, within fourteen (14) calendar days after completion of the mediation process, an arbitration request may be filed pursuant to Section 9. of this Article.

Section 9. Referrals to Arbitration

- A. If a grievance is not resolved under Step 2 or mediation, an arbitration request may be submitted in writing by the employee and/or his/her representative to the Human Resources Director within fourteen (14) calendar days from the date a decision was rendered at Step 2 or the completion of the mediation process. As soon as practicable thereafter, or as otherwise agreed to by the parties, an arbitrator shall hear the grievance.

- B. The parties shall either sign a joint issue submission statement or else execute and sign separate alternative issue statements after discussing the issue(s). In either case, the parties shall send copies of their joint or separate submission statement(s) to each other within fourteen (14) calendar days before the first scheduled date of the arbitration hearing.

Section 10. General Provisions

- A. If the grievance is decided by an arbitrator, the grievant and his/her representative shall relinquish any current or future claim to seek or obtain remedy through any other Authority appeal procedures.
- B. The cost of an arbitrator shall be shared equally in all cases by the Authority and the appealing party, except when the appealing party solely alleges discrimination, in which case, the Authority shall bear the full cost. When the grievance involves both discrimination and other arbitrable issues, the proper division of costs shall be determined by the arbitrator.
- C. Grievance hearings by an arbitrator shall be private.
- D. The arbitrator shall be selected by the mutual agreement of the parties. If the parties cannot agree upon an arbitrator, a list of seven (7) arbitrators shall be obtained from the California State Conciliation Service, the American Arbitration Association, or some other agreed upon source, and each party shall alternately strike one (1) name from the list until only one (1) name remains.
- E. Upon written request by the opposing party in a pending hearing given at least twenty-eight (28) calendar days prior to the scheduled hearing date, the party requested shall supply to the party submitting the request copies of all documentary evidence to be used by that party at the hearing. Such evidence shall be provided no later than fourteen (14) calendar days prior to the scheduled hearing date. Any evidence not so provided may not be admitted or offered as evidence at the subsequent hearing, except that any such documentary evidence discovered by a party after such a request for copies, but not soon enough to comply with the above time limits, may be admitted, provided it could not have been discovered sooner by reasonable means and provided further that a copy or copies of such evidence be afforded the requesting party as soon as practicable after such discovery. Nothing contained herein shall operate to prevent either party from presenting additional documents by way of rebuttal.
- F. An employee shall not suffer loss of pay for time spent as a witness at an arbitration hearing held pursuant to this procedure. The number of witnesses requested to attend and their scheduling shall be reasonable and scheduled in advance.
- G. At the hearing, both the employee and/or the employee's representative and the Authority shall have the right to be heard and to present evidence. The following rules shall apply:
 - 1. Oral evidence shall be taken only on oath or affirmation.

2. Each party shall have these rights: to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination, to impeach any witness regardless of which party first called the witness to testify, and to rebut the evidence against the witness. If the employee does not testify in his/her own behalf, the employee may be called and examined as if under cross-examination.
- H. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule that might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they are now, or hereafter may be, recognized in civil actions, and irrelevant and unduly repetitious evidence shall be excluded.
 - I. The Authority shall be allowed to have at least one (1) employee who may be called upon to testify as a witness present at the arbitration hearing at all times.
 - J. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE X

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" as provided in Part 2, Article IX, Section 1.A., 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 XI

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 XII

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 OCF standard operating procedure AM 115.02, 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.

ARTICLE XIII

INSURANCE

Section 1. 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 1.C.1. and 1.C.2. of this Article, the Authority shall contribute towards 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 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 1.D. of this Article, each full-time (regular, limited-term, or probationary) employee shall receive the dollar value of one hundred (100) percent of the employee's health plan premium or seventy-five (75) percent 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 1.D. of this Article, each part-time (regular, limited-term, or probationary) employee shall receive the dollar value of fifty (50) percent of the employee's health plan premium or thirty-seven and five-tenths (37.5) percent 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 as 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, pursuant to Part 2, Article V, Section 11. and applicable law, the Authority shall continue to pay health insurance premiums as provided in Sections 1.C.1. and 1.C.2. of this Article to the extent required by applicable law.
- E. Upon showing sufficient proof of alternate health care coverage, other than an Authority funded or administered plan, 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 1.C.1. and 1C.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.
- F. Effective January 1, 2003, except as provided in Section 1.B. of this Article, the health premium contribution benefit described in Section 1. of this Article shall be replaced with the following alternative benefit:
 - 1. All Administrative Managers shall receive a monthly cash allotment in the amount of six hundred (600) dollars to be applied toward health care coverage and other benefits. This amount shall be adjusted effective January 1, 2003, and annually thereafter, on a continuous basis each January in the amount equal to the average percentage increase of the CalPERS Health Plans for that year. The average percentage increase shall be computed by averaging the increase in the CalPERS Health Plans in which the employees are eligible to participate, with the exclusion of the Plan with the highest premium.
 - 2. In addition to purchasing health care coverage, the employee, at his/her option, may receive any or all remaining funds in cash or defer such funds to an Authority offered Deferred Compensation Plan.

Section 2. Health Plan Enrollment

- A. Newly hired eligible employees must enroll for coverage in health plans within the first sixty (60) days of employment. If the employee fails to enroll within the first 60 days of employment, he/she must either wait until the next open enrollment period or 90 days after submission of a late enrollment form. Health plan coverage shall become effective the first day of the month following submission to the Authority of the Health Benefits Enrollment form.
- B. Employees who are terminated due to disciplinary action or reduction in force, or who voluntarily resign from employment, may continue their health care coverage until the end of the month following the month in which the employee is terminated. However, the Authority's contribution towards the employee's health care coverage the month following termination shall be in accordance with California Government Code Section 22892.
- C. An employee shall be given the opportunity to enroll in a medical plan or to change medical plans on the effective date of his/her retirement.

- D. In all health plans, the Authority shall provide a minimum one (1) month period, each fiscal year, for open enrollment of employees and employees' dependents.
- E. Two (2) full-time employees married to each other who elect coverage in the same health plan shall be enrolled as employee and dependent. Such employees shall have the full cost of coverage for employee and dependents paid by the Authority. Employees shall not, however, be enrolled simultaneously in an Authority health care plan and a health plan administered by the Orange County Professional Firefighters Association, Local 3631, either as an employee or dependent.

Section 3. Other Insurance Coverage

- A. The Authority shall provide to all full-time (regular, limited-term, and probationary) employees the following:
 - 1. Short-term disability insurance coverage, at no cost to the employee, to provide, after sick leave is exhausted, sixty (60) percent of salary per month for up to one (1) year for certified non-occupational injury or illness in accordance with the plan benefits schedule. Coverage shall also provide for continuation of the Authority's share of premiums for health, dental, and life insurance benefits while the employee is on Official Leave for Non-occupational Disability for up to one (1) year from the effective date of disability.
 - 2. Long-term disability insurance coverage, at no cost to the employee, to provide up to sixty (60) percent of salary per month in accordance with the plan benefits schedule.
 - 3. Life insurance and accidental death and dismemberment insurance, at no cost to the employee, shall be provided at amounts based upon the employee's annual base salary, rounded to the next closest ten thousand (10,000) dollars and adjusted annually on each January 1, if require. Employees shall have the option to purchase additional life and accidental death and dismemberment coverage, including dependent coverage.
 - 4. Dental and orthodontia insurance coverage, at no cost to the employee, for the employee and dependents. Part-time (regular, limited-term, and probationary) employees shall have the option of purchasing dental insurance for the employee and dependents by paying one-half (½) the monthly rate paid by the Authority for full-time employees, provided the employee's normal workweek consists of at least twenty (20) hours.
 - 5. Vision care insurance coverage, at no cost to the employee, for the employee and dependents.

Section 4. Premium Only Plan

- A. The Authority shall administer a Premium Only Plan (POP) that shall allow an employee to pay for health insurance premiums as permitted in the Internal Revenue Code. Under the POP, an employee's gross taxable salary shall be reduced by the amount of his/her share of the premium costs of Authority-provided health insurance coverage.

Section 5. Retiree Medical Insurance Grant (*"Defined Benefit Plan"*)

- A. Retiree Medical Insurance Grant
 1. The Authority shall administer a Retiree Medical Insurance Grant plan, which will also be referred to herein as a "defined benefit plan" for employees who have retired or terminated from Authority SERVICE and who meet the eligibility requirements as set forth in Section 5.B., of this Article.
 2. Upon paid Authority retirement, an eligible retiree who has enrolled in a "qualified health plan" (as defined in the Authority Retiree Medical Plan effective January 1, 1997) or in Medicare as stated in the Retiree Medical Plan and required by the "qualified health plan," shall receive a Retiree Medical Insurance Grant.
 3. An eligible former employee who terminated from Authority service prior to retirement, who is 55 years of age or older and who is enrolled in a recognized health plan or Medicare as stated in the Retiree Medical Plan and required by the "recognized health plan," shall receive a Retiree Medical Insurance Grant.
 4. 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 Sections 5.A.4.a) and 5.A.4.b) and 5.A.4.c), of this Article.
 - a) Effective January 1, 2007, the Retiree Medical Insurance Grant shall be an amount based on Sixteen (16)dollars and ninety-three (93) cents per month for each full year of service to a maximum of four hundred twenty-three (423) dollars and twenty-five (25) cents 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 (5) percent per year. In no case shall the Retiree Medical Insurance Grant exceed the actual cost of the health insurance and/or Medicare premiums.
 - b) All Authority 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 he/she terminate coverage or fail to make necessary payments, the retiree and dependents shall forfeit any right to a Retiree Medical Insurance Grant.

- c) 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 55 and request the Authority to commence distribution of the Grant no later than 90 days from the former employee’s 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.

B. Eligibility Requirements for Retiree Medical Insurance Grant

1. Retiree 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 55 and enrolled in a recognized health plan.
2. Only employees hired before January 1, 2007 shall be eligible to participate in the Retiree Medical Insurance Grant Plan.
3. Retiree or eligible former employee must have retired or terminated employment with the Authority with at least one (1) year of service (2080 hours), except as provided in Section 5.B.3. a), b), and c), of this Article.
 - a) 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.
 - b) 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.
 - c) A separated employee who is less than 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.
4. 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.

5. Deferred Retirement

- a) An employee who, upon separation from Authority SERVICE, is eligible for paid retirement and elects deferred retirement must defer participation in the Retiree Medical Insurance Grant until such time as he/she becomes 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.
 - b) An employee with at least one (1) year of SERVICE (2080 hours), who is not eligible for paid retirement at the time he/she separates from Authority service and elects deferred retirement status shall not become eligible for participation in the Retiree Medical Insurance Grant until he/she becomes 55 years of age.
6. 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 (2080) regular hours, exclusive of overtime, shall equal one (1) full year of SERVICE.

C. Employer Contribution

1. The Authority will contribute one million two hundred thousand dollars (\$1.2 million) each year, or at such earlier date as determined by the Board of Directors, during the term of this Agreement. OCFA's total contribution shall not exceed six million dollars (\$6 million). This annual contribution is made on behalf of all OCFA participating employees, not just the ones in this bargaining unit.

D. Employee Contribution

1. Effective January 2007 (Pay Period #2), all regular, limited-term, and probationary employees shall contribute four (4) percent of their base salary, exclusive of overtime and premium pay, through payroll deduction to the Authority to be applied to the Plan.

E. Survivor Benefits

1. A surviving dependent who qualifies for a monthly retirement allowance shall be eligible for fifty (50) percent 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 5.E.1., of this Article, or his/her own Retiree Medical Insurance Grant, whichever is greater. Such retiree shall not be eligible for both Retiree Medical Insurance Grants.

Section 6. Defined Contribution Plan for Retiree Medical Benefits

- A. The Authority will provide only to regular, limited-term and probationary employees hired on or after January 1, 2007 a "defined contribution" plan.
- B. All regular, limited-term and probationary employees hired on or after January 1, 2007 will be required to contribute four (4) percent of base salary exclusive of overtime and premium pay to the Plan. Employee will not be permitted to contribute more than four (4) percent of base salary towards the Plan.
- C. Employees hired before January 1, 2007 shall not be eligible to participate in the Plan. Eligibility for plan participation is based on the employee's most recent date of hire with the Authority.

Section 7. Physical Examination

- A. The Authority shall provide for a full-time employee voluntary annual physical examinations by an Authority designated physician at no cost to the employee.

Section 8. Optional Benefit Plan (OBP)

- A. Each eligible employee shall be entitled to select benefits from those listed below at a cost to the Authority not to exceed one thousand nine hundred (1900) dollars for each calendar year.
- B. The purpose of the OBP is to provide options to individual employees to best meet the needs of themselves and dependents while relieving the employee of external influences that might impair his/her performance.

OBP options include the following two (2) benefits categories:

- 1. Cash (taxable);
- 2. Health/accident;
 - a) Health programs (employee and/or dependents) such as smoking cessation, stress reduction, and physical, mental, and/or emotional health-related counseling for individual and/or family not covered or partially covered through existing plans;
 - b) Employee's share of Authority health insurance premiums (employee and/or dependents). Also includes payment of Accidental Death and Dismemberment coverage for employee and dependents available through the Authority;
 - c) Health care, vision, and/or dental (employee and/or dependents) excluded or partially excluded under the Authority's insurance plans. Examples of items covered under this provision include: deductibles, eye care, lenses, and frames.
- C. OBP shall be administered in accordance with the stated purpose. To be eligible, each employee must file an Intent to Participate form by December

31st each year and in accordance with provided instructions. For new employee enrollment, the amount available to the employee shall be prorated based on month(s) of eligibility. An employee's designations are irrevocable, unless he/she has a change in family status. Eligible expenses must be incurred during an OBP period in which an employee is eligible and has sufficient fund balance to cover the expense. Claims may be filed at anytime during the plan period, and all claims must be filed no later than ninety (90) days following the close of the OBP period. Upon approval and required written authorization, payment shall be made.

- D. Eligibility - a regular, limited-term, or probationary employee is eligible to receive the OBP, provided he/she is continuously employed in a regular full-time capacity. Employees hired or promoted after the commencement of an OBP shall be eligible for the OBP on a prorated basis the first day of the month following the twenty-eighth day in an Administrative Management classification. Employees working in a job-sharing assignment in a full-time (regular, probationary, or limited-term) position shall be eligible to receive the OBP in proportion to each employee's regularly scheduled hours.
- E. Any portion of the optional benefit not incurred within the OBP period shall remain Authority funds.
- F. Claims shall be made on forms authorized by the Human Resources Director on which claimant declares the category of service received as defined in the OBP, the dates the expenses were incurred by the claimant or eligible dependents, by whom service was provided, and the amount being claimed. Claims shall be paid when submitted with a declaration under penalty of perjury signed by the claimant and approved. Only those claims that are accompanied by documentation that an eligible expense has been incurred during the OBP period shall be approved.

ARTICLE XIV

UNIFORMS, PROPERTY, SERVICES, AND EQUIPMENT

Section 1. Uniforms

- A. The Authority shall continue the current system of providing uniforms for all employees who are currently provided uniforms.
- B. The Authority shall continue to provide appropriate boots and safety footwear for all employees who are currently provided boots and safety footwear.
- C. This benefit may be expanded to other classes within management's discretion based on operational needs.

ARTICLE XV

RETIREMENT

Section 1. Contribution Rates and Benefit Levels

- A. The Authority will continue the retirement formula of 2.7% at Age 55 in accordance with the following requirements:
1. The retirement formula will apply to all current active Administrative Management employees, for all years of service as set forth in California Government Code Section 31676.19 with the measuring period set as either the highest one year or the average of the three highest years, whichever was applied to the individual employee under the prior formula.
 2. The employees will assume the total cost of the benefit, which includes the Employer's Contribution Rate and Employee's Contribution Rate, calculated to total six (6) percent of the employee's Compensation Earnable.
 3. No employee shall receive a lesser final retirement calculation with the 2.7% at Age 55 retirement formula than what he/she would have received with the prior formula.
 4. The Authority shall make a deduction from the Compensation Earnable to offset the cost to the Authority of implementing the benefit. This deduction shall continue during the employee's employment period with the Authority.
- B. The Authority shall pay toward an employee's total retirement contribution as determined by this Section and in accordance with Section 2.A of this Article, the statutory maximum allowable by Government Code Section 31581.1 up to one-half (½) of the contribution normally required of safety members, but not to exceed three (3) percent for general members.
- C. Members' normal cost-of-living contributions shall be adjusted subsequent to and in accordance with actuarial recommendations adopted by the Board of Retirement and the Authority Board.

Section 2. Employer's Contribution

- A. The Authority shall continue to pay one hundred (100) percent of the employee's remaining retirement contribution, pursuant to Government Code 31581.2 independent of the retirement formula benefit set forth herein.

ARTICLE XVI

DEFERRED COMPENSATION

An employee in a regular or limited-term position may, at his/her request, participate in the Authority's Deferred Compensation Plan.

ARTICLE XVII

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.

ARTICLE XVIII

COMPENSATION

Section 1. Range Adjustments

- A. All Administrative Management classes shall receive an upward range adjustment of three (3) percent as follows:

Range Adjustment Effective Date	Pay Period
January 5, 2007	2
August 29, 2008	19
August 28, 2009	19
August 27, 2010	19
January 28, 2011	4
August 26, 2011	19
August 24, 2012	19

1. The January 5, 2007, three (3) percent range adjustment shall be contributed toward either the Retiree Medical Grant Plan set forth in Article XIII, Section 5., or the Defined Contribution Plan set forth in Article XIII, Section 6., depending on the employee's hire date.
 2. Employees shall receive as a cost-of-living adjustment, salary adjustments equal to the percentage of the range adjustment described in this Section. Any adjustments within the range shall be based on the employee's Performance Award rating as presented in Part 2, Article II, Section 3.
 3. Due to the economic downturn, which is negatively impacting the Authority's financial situation, the Administrative Management Group elected to forgo the range adjustment scheduled for August 28, 2009, Pay Period #19. Due to the lack of improvement in the economy, and its continued negative impact on the Authority's financial situation, the three (3) percent range adjustment, implemented effective August 27, 2010 (Pay Period #19) is rescinded effective September 10, 2010 (Pay Period #20).
- B. Future range adjustments, if warranted, will be scheduled on the following dates, in accordance with the methodology identified in Section 1.C, of this Article:

Range Adjustment Effective Date	Pay Period
February 2014	5
February 2015	5

C. Effective January 1, 2014, the range adjustments, will be based on the dollar amount of the corresponding fiscal year's "General Fund Surplus/(Deficit)" line item in the document identified as Five Year Financial Forecast – Baseline Model, which is included with the adopted annual budget. The dollar amount calculation and application relative to salary adjustments shall be as follows:

1. UPDATING FIVE YEAR FINANCIAL FORECAST-BASELINE MODEL

a) During the Authority's mid-year financial review, the Five Year Financial Forecast – Baseline Model document will be updated by replacing the adopted "Secured Property Tax" dollar amount, found in Section A of the document, with the actual "Secured Property Tax" dollar amount calculated by using the data submitted by the County of Orange in the document identified as Tax Ledger Detail - Orange County Fire Authority.

b) The actual "Secured Property Tax" dollar amount is calculated by starting with the dollar amount reported on the Tax Ledger Detail – Orange County Fire Authority for the line item identified as "Secured Initial Tax Levy" and then adjusting that amount by the same roll change/refund factor used in the Adopted Budget. As an example, the following are calculations for FY 2010/11:

a.	2010/11 Secured Initial Tax Levy	\$166,802,437.30
b.	2010/11 Roll Change/Refund Factor of 0.75%	\$ (1,251,018.28)
c.	2010/11 Actual Secured Property Tax	\$165,551,419.02

c) Upon replacing the adopted "Secured Property Tax" dollar amount with the actual "Secured Property Tax" dollar amount, Section A of the Five Year Financial Forecast – Baseline Model will be recalculated, which will result in an updated "General Fund Surplus/ (Deficit)" amount.

d) Based on the amount of the "General Fund Surplus/(Deficit)", one of the following will occur:

- If the updated "General Fund Surplus/(Deficit)" amount is less than or equal to five (5) percent of General Fund Expenditures, no range adjustments will be implemented.
- If the updated "General Fund Surplus/(Deficit)" amount is greater than five (5) percent of the General Fund Expenditures, a range adjustment will be implemented. The Authority will distribute the amount in excess of the five (5) percent fund in

the form of a salary adjustment, not to exceed five (5) percent, to those employee bargaining units and unrepresented units that have agreed to similar terms in a manner that will provide an equal percent of base salary increase to each of the units/groups.

D. Section 1.C, of this Article, shall remain in effect through February 2015.

Section 2. Specialty Pay

A. Bilingual Pay

1. Qualified employees, who meet the following criteria, shall receive an additional thirty (30) cents per hour (approximately fifty-two [52] dollars per month) for all hours actually paid.
 - a) An employee must be conversant in one (1) of the pre-designated languages to qualify to receive bilingual pay:
 - Spanish
 - Vietnamese
 - Korean
 - American Sign Language
 - b) Other languages may qualify on a case-by-case basis.
 - c) The employees must be approved by the Human Resources Director as per AM SOP 103.02.
2. An employee shall not be eligible to receive more than one (1) type of bilingual pay concurrently.
3. Bilingual pay shall apply to workers' compensation and be considered as part of the employee's base pay for the earnings of other benefits as provided by law.
4. A bilingual employee may be called upon to speak or translate a second language at any time, as Authority needs dictate.
5. An employee in a bilingual assignment may request assignment to a position that does not require bilingual certification. The request shall be made in writing to the Fire Chief who shall consider it according to:
 - Authority need,
 - Availability of a qualified replacement; and
 - Availability of another suitable assignment for the requesting employees.

Section 3. Range Constraints

- A. Any other provision of this Article notwithstanding:
1. No employee's salary shall exceed the maximum of the salary range, except pursuant to Y-Rate provisions of Part 2, Article II, Section 6.
 2. No employee's salary shall be less than the minimum rate in the range assigned to the class in which he/she is employed.

Section 4. Equity Adjustments

- A. The Fire Chief may, in those instances where he/she determines that it is in the best interest of the Authority, approve additional individual salary increases, provided that the amount, when added to any other increase, shall not exceed fifteen (15) percent; however, no such increase shall cause an employee's salary to exceed the maximum of the applicable salary range.

**PART 3
EXECUTIVE MANAGEMENT
ARTICLE I**

**TERMS AND CONDITIONS OF EMPLOYMENT FOR
EXECUTIVE MANAGEMENT EMPLOYEES**

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 shall be interpreted to require Board approval in the case of the Fire Chief.

Section 2. At-Will Appointments

- A. Notwithstanding any other provision of this Personnel and Salary Resolution, employees appointed after March 25, 1999, 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 (100) percent of the employee's health plan premium or seventy-five (75) percent 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 (50) percent of the employee's health plan premium or thirty-seven and five-tenths (37.5) percent 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, pursuant to Part 2, Article V, Section 11. and applicable law, 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 five and five-tenths (5.5) percent above the maximum attainable Fire Division Chief salary. The top for this range shall be established at seven and five-tenths (7.5) percent 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 majority of employees in this classification.

- B. Due to the economic downturn, which is negatively impacting the Authority's financial situation, the Executive Management Group has elected to forgo the next salary adjustment (currently scheduled January, 2010 Pay Period #3). As a result, the following process will be implemented which will result in no adjustment for the calendar year 2010:
1. Effective the second "full" pay period in January 2010 (Pay Period #3), the salary range for Assistant Chief shall be established based on the difference between five and five-tenths (5.5) percent and the base salary adjustment for the Fire Division Chief effective January 2010 (Pay Period #3). As a result, the Assistant Chief range will be reduced to 2.5 percent above the maximum attainable Fire Division Chief salary.
- C. 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.
- D. 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 four and five-tenths (4.5) percent 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. Non-emergency/Code 3 Response Vehicles

Should an Executive Management employee opt to receive an Authority issued vehicle, the issuance of the vehicle shall be in accordance with the following conditions:

- Those employees provided vehicles may use the vehicles for personal use.
- The vehicles shall all conform to an established accessory standard.
- The vehicles 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.

3. 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 have the option of an Authority provided vehicle or shall receive a monthly cash allowance in the amount of five hundred (500) 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

- A. The Authority shall continue the "3% at 50 retirement formula" for current active Safety Member employees for all years of service as specified under California Government Code Section 31664.1.
- B. Effective January 2011 (Pay Period #4), the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to two and seventy-five hundredths (2.75) percent to offset the cost to the Authority for this retirement benefit. This deduction shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c).
- C. Effective January 2012 (Pay Period #4), the Authority will increase the deduction from the employee's Compensation Earnable to the amount equal to five and five-tenths (5.5) percent to offset the cost to the Authority for this retirement benefit. This deduction shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c).
- D. Effective January 2013 (Pay Period #4), the Authority will increase the deduction from the employee's Compensation Earnable to the amount equal to nine (9) percent to offset the cost to the Authority for this retirement benefit.

This deduction shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c).

Section 10. Retirement Formula – 3% at 55

- A. Effective July 1, 2011, the Authority shall implement the three percent at fifty-five (3% at 55) retirement formula for active safety employees who are hired by the Authority on or after July 1, 2011 for all years of service, as specified under California Government Code Section 31664.2. Effective upon employment by the Authority, the Authority shall make a deduction from the employee's Compensation Earnable in the amount equal to nine (9) percent to offset the cost to the Authority for this retirement benefit. This deduction shall continue during the employee's employment period with the Authority or until such time that the employee qualifies under GC 31664.1(c).

Section 11. Retirement Formula – 2.7% at 55

- A. The Authority shall continue the "2.7% at 55 retirement formula" for current active employees under the General Members category of the Orange County Employees Retirement System. Implementation of this retirement formula shall be in accordance with Part 2 Administrative Management, Article XV, Retirement of this PSR.

Section 12. Retiree Medical Insurance Grant

- A. All provisions that apply to Administrative Management shall also apply to Executive Management, except that the employee contribution for Executive Management will change from one (1%) of base salary to four (4) percent of base salary effective January 2007 (Pay Period #3).

**PART 4
IMPLEMENTATION**

Unless otherwise indicated, all provisions of this Personnel and Salary Resolution shall be effective June 27, 2002.

APPENDIX A

EXECUTIVE MANAGEMENT CLASSIFICATIONS

Classes designated as Executive Management as of June 27, 2002:

- Fire Chief
- Deputy Fire Chief*
- Assistant Chief – Business Services
- Assistant Chief/Fire Marshal
- Assistant Chief – Operations
- Assistant Chief – Support Services

*Shares with Fire Chief authority over all major Authority functions.

APPENDIX B

ADMINISTRATIVE MANAGEMENT CLASSIFICATIONS

Classes included in the Administrative Management Unit as of September 28, 2006:

0570 Accounting Manager
1810 Assistant Clerk of the Authority
1374 Assistant Information Technology Mgr - Customer Relations & Consulting
1371 Assistant Information Technology Mgr - GIS & Data Management
1373 Assistant Information Technology Mgr - Infrastructure & Workplace Support
1372 Assistant Information Technology Mgr - Portfolio & Procurement
1710 Assistant Treasurer
0750 Benefit Services Manager
1820 Clerk of the Authority
0440 Construction Manager
0190 Deputy Fire Marshal
1530 EMS Coordinator
0430 Facilities Maintenance Manager
0590 Finance Manager
0280 Fleet Services Manager
0770 Human Resources Director
1370 Information Technology Manager
1630 Legislative Analyst
1620 Management Analyst
1540 Medical Director
0760 Organizational and Development Training Program Manager
0560 Payroll/Accounts Payable Manager
0450 Property Manager
0330 Purchasing and Materials Manager
0860 Risk Management Analyst
0870 Risk Management Safety Officer
0880 Risk Manager
0550 Senior Accountant
0740 Senior Human Resources Analyst
1720 Treasurer

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